

CHARLESTON CITY COUNCIL

Regular Meeting

January 21, 2020

at 7:00 PM



Council Chambers, Third Floor
City Hall, 501 Virginia St. E.
Charleston, WV

AGENDA

CALL TO ORDER BY THE MAYOR

INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC SPEAKERS AND CLAIMS

1. Claims 1-21-2020

PROCLAMATIONS

1. 1-21-2020

COMMUNICATIONS

1. 1-21-2020

REPORTS OF STANDING COMMITTEES

FINANCE

1. Resolution No. 278-20 - Authorizing settlement of pending disputed claims against the City by Charleston Fire Department employees and retirees related to compensation for holidays.

2. Resolution No. 279-20 - Authorizing the Chief of Police and the Charleston Police Department to enter into a Memorandum of Understanding and a Cost Reimbursement Agreement with the United States Federal Bureau of Investigation setting forth the responsibilities of the Southern West Virginia Transnational Organized Crime Western Hemisphere Task Force and authorizing reimbursement of overtime expenses for Charleston officers on the task force.
3. Resolution No. 280-20 – Authorizing the Mayor or City Manager to enter into a contract with Endless Summer Aquatics Inc. in the amount of \$60,500 for the purchase and installation of pool equipment for the North Charleston Community Center.
4. Resolution No. 281-20 – Authorizing approval of Amendment No. 5 in the FY 2019-2020 General Fund Budget.

REPORTS OF OFFICERS

1. 1-21-2020

NEW BILLS

1. 1-21-2020

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE HELD FEBRUARY 3, 2020 AT 7:00 P.M.

***Meetings may be recorded and broadcast via internet <https://charlestonwv.civicclerk>**



AFFIDAVIT
City of Charleston



STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to-wit:

The Mayor, Recorder, and/or Municipal Attorney of the City of Charleston, West Virginia, will take notice that this day appeared before the undersigned authority,

Allison N. Chapman, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 1712 Bayhill Dr. Char. 25387

Telephone Number: 304-415-9824

and that on the 25 day of December, 2018 (2019), at approximately 4:14 am/pm
in the City of Charleston, West Virginia, he/she sustained

Boards on the front of the house has been completely
ripped off and scratches along hood of my vehicle and
cracked front window. Nature Of Injury And/Or Damage on Oct. 25, 2019 at 8am.

As A Result Of:

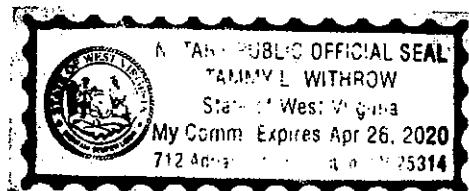
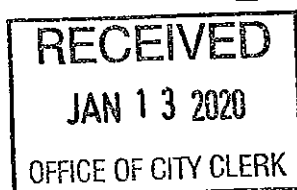
The trash truck ripped my cable off of my house
several times, now resulting in the boards completely ripped off.
And the screw holding cable in dug across my hood of
my vehicle when they just kept going.

As a result of which accident the Claimant, Allison Chapman, does hereby
make claim against the City of Charleston, West Virginia, for damages incurred and to be incurred by
him/her in the future.

Allison N. Chapman
Signature of Claimant

Taken, subscribed and sworn to before me this 25 day of December, 2019.
My commission expires April 26, 2020.

Tammy L. Withrow
Notary Public





AFFIDAVIT
Charleston Sanitary Board



STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to-wit:

The Mayor, Recorder, and/or Municipal Attorney of the City of Charleston, West Virginia, will take notice that this day appeared before the undersigned authority,

R. Dan Holleran, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 1408 Somerleyton Rd. Chms 25314

Telephone Number: 304 343 6583

and that on the 11th day of Jan, ~~2019~~ 2020, at approximately 12:00 am/pm
in the City of Charleston, West Virginia, he/she sustained

A 60' Tree Fell on my house

Nature Of Injury And/Or Damage

As A Result Of:

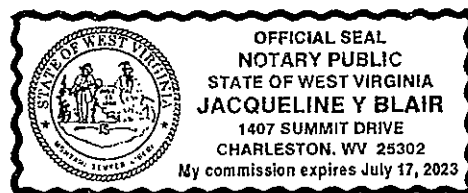
Windstorm Sat. nite Pushed Tree over —
San. Bd. Contractor had previously cut the roots of
SAID Tree.

As a result of which accident the Claimant, R. Dan Holleran, does hereby
make claim against the City of Charleston, West Virginia, for damages incurred and to be incurred by
him/her in the future.

R. Dan Holleran
Signature of Claimant

Taken, subscribed and sworn to before me this 15th day of January, 2020.
My commission expires July 17, 2023.

Jacqueline Y Blair
Notary Public



Resolution No. 278-20

Introduced in Council:

January 21, 2020

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance Committee

Resolution No. 278-20 - Authorizing settlement of pending disputed claims against the City by Charleston Fire Department employees and retirees related to compensation for holidays, as recommended by the City Solicitor.

Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:

That the City Council hereby authorizes and approves the settlement of pending disputed claims against the City by Charleston Fire Department employees and retirees related to compensation for holidays in the amount of \$1,700,000, as recommended by the City Solicitor, and set forth in the Master Settlement Agreement attached hereto as Exhibit A. The City Council authorizes the Mayor, City Manager, and City Solicitor to take all necessary steps to finalize resolution of the claims.

**CHARLESTON PROFESSIONAL
FIREFIGHTERS LOCAL 317, as
representative of all Charleston Fire
Department professional firefighters and
retirees,**

Claimants,

v.

**Pre-Suit Claims for misapplied past Holiday Pay
Claim Number: GC69-412-002019337843**

**THE CITY OF CHARLESTON, WEST
VIRGINIA, a West Virginia municipal
corporation.**

**MASTER SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS AGAINST THE CITY OF CHARLESTON**

This Master Settlement Agreement (“Agreement”) resolves a dispute between members and retirees of the Charleston Fire Department (“Claimants”), represented, for purposes of this Agreement, by the Charleston Professional Firefighters Local 317, and the City of Charleston (“City”), which employs or employed each Claimant. This Agreement outlines the history of the underlying dispute and the overall settlement of the dispute, as agreed to by the City and the Claimants’ representatives. As indicated by the signatures at the bottom of this Agreement, the Claimants and City hereby agree as follows:

1. The West Virginia Legislature passed a law, codified at West Virginia Code § 8-15-10a, which was effective on June 6, 1976, that addressed how paid fire department members in West Virginia are to be compensated for official holidays.
2. That provision states, in relevant part, that “if any member of a paid fire department is required to work during a legal holiday ... or if a legal holiday falls on the member's regular scheduled day off, he or she shall be allowed equal time off at such time as may be approved by the chief executive officer of the department under whom he or she serves

or, in the alternative, shall be paid at a rate not less than one and one-half times his or her regular rate of pay[.]” W. Va. Code § 8-15-10a.

3. In 2004, the West Virginia Legislature amended this section of Code in order to clarify which holidays are impacted, add gender neutrality, and insert a proviso related to special elections of the County, but none of these changes are relevant to this settlement. Rather, for purposes of this settlement, the operative statutory language has been in place and unchanged since June 6, 1976.
4. In 1986, the Supreme Court of Appeals of West Virginia held that “[u]nder ... W. Va. Code § 8-15-10a, ... firefighters must be paid one and one-half times their regular rate of pay when they are required to work on a legal holiday or when such holiday falls on their regular scheduled day off, provided that they are not accorded equal time off.” *Pullano v. Bluefield*. 176 W. Va. 198, 342 S.E.2d 164 (1986).
5. The statute and Court make clear that a firefighter is due either equal time off or payment at time and a half for every holiday, regardless of whether the holiday falls on a day they are required to work or on their regularly scheduled day off, but that the determination as to whether the firefighter receives pay or equal time off rests solely with the municipality.
6. Prior to January 1, 2012, the City of Charleston’s Municipal Code required firefighters on shift who work 16 hours on a holiday to be paid an extra day in addition to their regular pay for the holiday, while firefighters on shift who worked 8 hours or 0 hours on a holiday were given one day of equal time off. This method provided every firefighter with either one day of equal time off or at least time and a half pay for the holiday, which meets the statutory requirements.

7. On December 5, 2011, the Finance Committee recommended and the Charleston City Council passed Bill No. 7506, which made a number of changes to the way firefighters accrued leave, effective January 1, 2012.¹ See Exhibit 1 attached hereto.
8. Among the changes made by Bill No. 7506 was a change to the way firefighters were compensated for holiday pay, such that City Code now states: “Uniformed members on shift duty who are required to receive additional compensation for legal holidays under state law shall, upon the occurrence of a legal holiday, be paid for an extra day (i.e., 12 hours) at their regular rate of pay, regardless of whether the member is required to work on the legal holiday or the legal holiday occurs on the member's regularly scheduled day off.” See Charleston Municipal Code Sec. 54-105.
9. Bill No. 7506 was approved by City Council on a 26-2 vote.
10. The change to holiday pay compensation made in Bill No. 7506 resulted in shift firefighters being compensated as follows:
 - a. Those who worked 16 hours on a holiday were paid 28 hours of straight time, which is the equivalent of 18 and two thirds hours at time and a half pay;
 - b. Those who worked 8 hours on a holiday were paid 20 hours of straight time, which is equivalent to 13 and one third hours at time and a half pay; and
 - c. Those who worked 0 hours on a holiday were paid 12 hours of straight time, which is equivalent to 8 hours at time and a half pay.
11. A firefighter duty shift with the City of Charleston is a 24-hour shift that begins and ends at 8:00 a.m., which means that the most a firefighter could work on any given holiday is

¹ Bill No. 7506 made numerous changes related to firefighter duty hours, overtime pay, annual leave accrual, sick leave accrual, personal contingency leave, holiday pay, and pay periods.

16 hours, but because the shifts are 24-hour shifts, each hour of the holiday is either a person's regular day off or regular work time.²

12. The change to City Code made in December 2011, that was effective January 1, 2012, was inconsistent with state law. The City Manager and City Attorney at the time prepared or reviewed the bill and proffered to City Council that the changes were lawful and in the best interest of the City moving forward.
13. The December 2011 changes were made shortly after separate November 7, 2011 changes that modified the mathematical formula for calculating base pay consistent with the Fair Labor Standards Act, which caused some of the Claimants to bring a separate civil action against the City and the Charleston Fireman's Civil Service Commission. Following nearly three years of litigation in multiple venues, the Supreme Court of Appeals of West Virginia ultimately declared that the City of Charleston was permitted to change the formula for calculating overtime because there is no contractual obligation to use a particular formula as long as the City follows applicable law.
14. This Agreement does not create a contractual obligation on the part of the City for how compensation for holiday pay is made in the future, but rather the City is agreeing that it will follow state law regarding holiday pay and compensate the Claimants for the legal error associated with the 2011 change to the calculation of holiday pay.
15. The City, therefore, shall make an administrative change to assure that all shift-duty firefighters, regardless of whether they work on a holiday or not, are paid one and one half

² Although there is an argument that a person who works 16 hours on a holiday should receive payment at time and a half only for that 16 hour shift in the past and not for the 8 hours of the holiday that fell on their regularly scheduled day off, this argument is faulty because by only paying a firefighter who worked the holiday based on the hours worked, that firefighter would not be properly compensated for the holiday hours that fell on their regularly scheduled day off. Furthermore, on a move-forward basis because the fire department could simply change its shift to run from midnight to midnight payment based on a 16-hour shift would immediately be in violation of the statute.

times their regular rate of pay for the 24 hours of each holiday beginning with Christmas Eve of 2019. This administrative change will remain in effect and the City will cause a bill to be introduced that will update City Code to provide specific direction on holiday pay compensation that is consistent with state law.

16. In order to address the back compensation issue, the City will provide a one-time sum of one million, seven hundred thousand dollars (\$1,700,000.00), which is inclusive of all back wages, interest, penalties, attorneys fees, and all other general, consequential, punitive, or other damages that the Claimants could have potentially sought in any claim or litigation.
17. In exchange, the Claimants, through their representative, submitted a report detailing how the \$1,700,000.00 shall be distributed, attached hereto as Exhibit 2, which states that the Claimants have voted unanimously to allocate two hundred thousand dollars (\$200,000.00) to their attorneys' fees and the remaining amount will be distributed pursuant to the Claimants' agreed formula upon the receipt of individual releases—approved by the City—signed by each Claimant acknowledging that they RELEASE, ACQUIT, AND FOREVER DISCHARGE the City as well as its predecessors, successors, affiliated companies, and entities, agents, attorneys, managers, advisors, parents, subsidiaries, officers, directors, employees, spouses, children, dependents, heirs, and/or beneficiaries (collectively the “Releasees”) of any and all claims, insurance claims, demands, allegations, suits, actions, and causes of action which in any manner relate to, or arise from, the claim made by the Claimants against the City relating to compensation for holiday pay between 2012 and 2019, inclusive.

18. The Claimants, by their representative in this document, and in each individual release specifically understand, acknowledge and agree that the cash payment as set forth herein is received in full settlement and in satisfaction of any and all claims that the Claimants may now have or may hereafter have in the future against the Releasees, including, without limitation: claims for alleged negligence; alleged negligence *per se*; negligent infliction of emotional distress; violations of protocol or of established law; alleged nuisance; alleged violations of statutory duties or administrative regulations; any and all inconvenience, annoyance, aggravation, damages, costs, expenses, compensation, attorney's fees, pre-judgment and post-judgment interest; any and all other general or consequential damages; and any alleged damages arising under West Virginia law, federal law, or the law of any other state or any other judicial finding or legal theory recoverable under West Virginia law, federal law, or the law of any other state, including any and all unknown or unforeseen damages.
19. Releasees are not liable for any claims of subrogation or reimbursement pursuant to West Virginia Code §29-12A-13 and *Foster v. City of Keyser*, 501 S.E.2d 165 (W.Va. 1997), and by agreeing to settle this case, Releasees are not waiving their immunity from subrogation claims.
20. With the exception of any Claimants who are not members of the Claimants' representative, it shall be the responsibility of the Claimants' representative to provide an executed release for each Claimant to the City prior to payment disbursement.
21. All payment disbursements to individual Claimants will be made in a manner consistent with payroll payments, such that applicable taxes and pension contributions are withheld and any required matching payments by the City are made.

22. It is further specifically understood, acknowledged and agreed by the Parties that this Master Settlement Agreement does not constitute an admission of liability by any of the Releasees, but is made as a compromise in settlement of a disputed claim in an effort to provide fair compensation to the Claimants and finality for all involved, and the aforesaid payment is not, in any way, to be construed as an admission of liability, which is expressly denied.
23. The Claimants do hereby expressly warrant and agree that they will never maintain or assert further claims, suits, or other action against the Releasees for any matter arising out of or related to holiday pay compensation between 2012 and 2019, inclusive.
24. The Claimants' representative expressly warrants and represents that before executing this Agreement, they have read and reviewed it with counsel and further warrant and represent that the full contents of this Agreement have been fully explained to the Claimants' representative by counsel. The Claimants' representative further warrants that the terms of this Agreement are contractual in nature with respect to the back compensation and associated releases and not a mere recital.
25. This Agreement contains the entire Agreement between the Parties, provided that additional individual releases will be submitted pursuant to the terms of this Agreement, and any modifications to this Agreement shall be made in writing and signed by the undersigned.

[The remainder of this page is intentionally left blank. Signatures appear on following page.]

By the signatures below, the Parties hereby agree to the terms of this Agreement.

**CHARLESTON PROFESSIONAL
FIREFIGHTERS LOCAL 317, as
representative of all Charleston Fire
Department professional firefighters and
retirees**

By: _____

Its: _____

Date: _____

**THE CITY OF CHARLESTON,
WEST VIRGINIA, a municipal
corporation**

By: _____

Its: _____

Date: _____

COMMITTEE REPORT

TO: Clerk of the Council of the City of Charleston, West Virginia

FROM: The Committee on FINANCE

Your Committee on Finance

has had under consideration: Bill No. 7506, amending the title of Chapter 54, Article II, Division 3 of the Municipal Code of the City of Charleston to include "Duty Hours and Calculation of Overtime Pay"; to amend Chapter 54, Article II, Division 3, Sections 54-101, 54-102, 54-103, 54-104, and 54-105, of the Municipal Code of the City of Charleston as amended; and to create Section 54-106 of Chapter 54, Article II, Division 3, of the Code of the City of Charleston titled "Daily and weekly duty hours; pay periods; calculation of overtime pay; and trading assigned shifts"

Amended as follows:

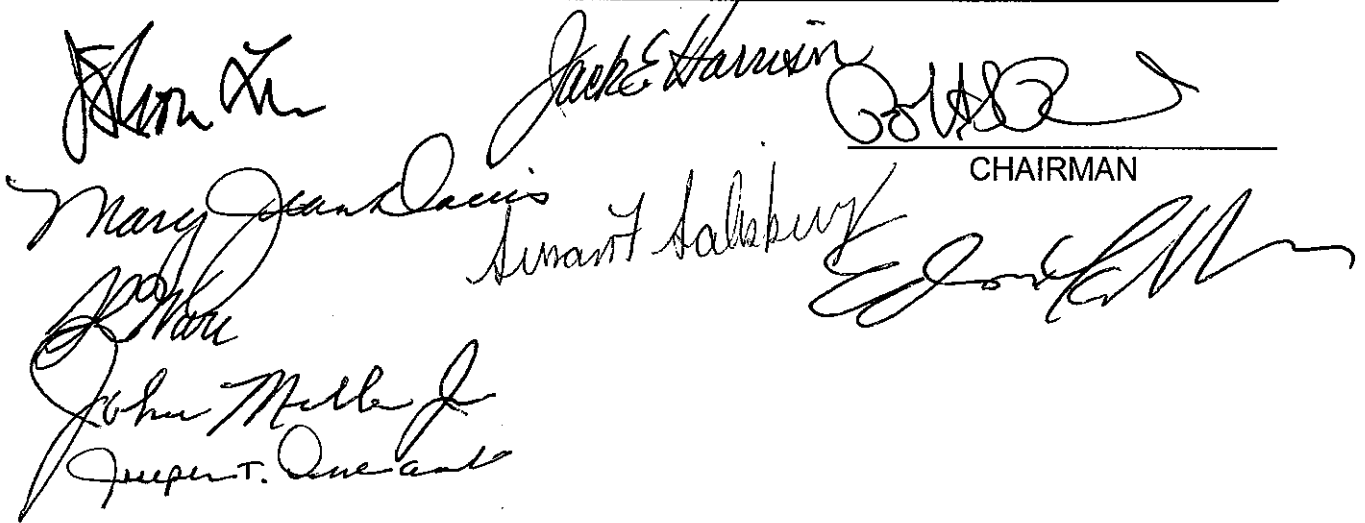
1. Section 54-106 (e) at lines 201 though 206 is deleted in its entirety and replaced with the following:

"(e) The Fire Chief may establish rules and regulations for the trading of assigned shifts, or portions thereof, provided that where one member substitutes for another, each member will be credited as if he or she had worked his or her normal work schedule for that shift with the effect that the hours worked shall be excluded in the calculation of the hours for which the substituting member would otherwise be entitled to overtime compensation under the law. The Fire Chief or a Shift Commander must approve any agreement



between members to substitute shifts prior to the start of the shift in which the substitution will occur."

and reports the same to Council with the recommendation that the
Bill, as amended, do pass

A collection of handwritten signatures in black ink. The signatures are arranged in a loose cluster. Some are clearly legible, such as 'John Miller Jr.' and 'Super T. One and'. Others are more stylized or cursive, including 'Mary Jean Davis', 'Timothy Salisbury', and a signature above the word 'CHAIRMAN'. There is also a signature that appears to be 'John Miller'.

CHAIRMAN

BILL No. 7506 :

Introduced in Council:

November 21, 2011

Adopted by Council:

December 5, 2011

Introduced by:

Tom Lane, Bobby Reishman
Jack Harrison

Referred to:

Finance Committee

Bill No. 7506: A BILL amending the title of Chapter 54, Article II, Division 3 of the Municipal Code of the City of Charleston to include "Duty Hours and Calculation of Overtime Pay"; to amend Chapter 54, Article II, Division 3, Sections 54-101, 54-102, 54-103, 54-104, and 54-105, of the Municipal Code of the City of Charleston as amended; and to create Section 54-106 of Chapter 54, Article II, Division 3, of the Code of the City of Charleston titled "Daily and weekly duty hours; pay periods; calculation of overtime pay; trading assigned shifts".

Now, therefore, be it Ordained by the Council of the City of Charleston, West Virginia:

That the title of Chapter 54, Article II, Division 3 is hereby amended to read as follows:

"Division 3. Vacation, and Other Leave, Duty Hours, and Calculation of Overtime Pay";

and that Chapter 54, Article II, Division 3 of the Municipal Code of the City of Charleston, as amended, is hereby further amended to read as follows:

"Sec. 54-101. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Member shall mean any sworn employee of the fire department hired under the provisions of West Virginia State Code Chapter 8, Article 15.

Day for members on shift duty means a 12-hour period ~~or which represents~~ half of a shift for members on shift duty.

Equal time off means the day (12-hour period) with regular pay allowed to members on shift duty for each legal holiday which falls on their regularly scheduled days off.

Shift for emergency medical service division means a 12-hour period of duty.

~~Shift for fire suppression division~~ for members on shift duty means a 24-hour period of duty or two days as defined in this section.

Working day for members on a 40-hour week means an eight-hour consecutive period of duty ~~for members on a 40-hour week.~~

Sec. 54-102. - Annual vacation leave.

On or after January 1, ~~1977~~2012, each uniformed member ~~of the fire department~~ shall be entitled to receive annual vacation leave with pay which shall accrue as follows:

(1) For a member on shift duty:

a. Fourteen (14) hours credited on the last day of each month which shall equate to Sixseven shifts or 4214 days per calendar year, or a pro rata share if employed less than one year, for the first 4514 years of service.

b. Eighteen (18) hours credited on the last day of each month which shall equate to Eightnine shifts or 4618 days per calendar year for those with 4615 or more years of service.

(2) For members on a 40-hour week:

a. Monthly credit of 1¼ working days (i.e., 10 hours) credited on the last day of each month during the first 4514 years of service.

b. Monthly credit of 12/3 working days (i.e., 13 hours 20 minutes) credited on the last day of each month for those with 4615 or more years of service.

Such leave shall not be cumulative from year to year; it must be taken within the calendar year earned in accordance with the schedule established by the fire chief or be forfeited. Any such leave which has accrued but has not been used at the time of retirement or separation from employment shall be a credit which shall be paid at regular wage rates along with any outstanding wages due and owing to the employee. Any such leave which has been used but has not yet accrued at the time of retirement or separation from employment shall be deemed an unsatisfied advance and may be treated as a payroll deduction from any outstanding wages then due and owing to the employee, to the extent permitted by state and federal law.

~~(3) Each member of the emergency medical service division shall be given an annual vacation leave credit of 120 hours during the first 15 years of service; thereafter, he shall be credited on the basis of 160 hours annually. Vacations shall be taken at such time as permitted by the fire chief. No more than 240 hours of vacation leave can be accumulated at any one time.~~

Sec. 54-103. - Personal contingency leave; Sick leave.

(a) Beginning January 1, 2012, Eeach uniformed member ~~of the fire department~~ shall be entitled to and granted personal contingency leave in lieu of sick leave, when and if needed, with full pay. Such leave is to be computed on the basis of 1¼ days or working

~~days for each completed calendar month of service or major portion of a month shall accrue as follows:~~

~~(1) For a member on shift duty: Eight (8) hours credited on the last day of each month which will equate to four (4) shifts per calendar year, or a pro rata share thereof if employed less than one whole year; provided, members employed and assigned to shift duty on January 1, 2012, shall be awarded and start the year with a one-time credit of 24 hours of personal contingency leave.~~

~~(2) For a member on a 40-hour week: Four (4) hours credited on the last day of each month which will equate to six (6) working days per calendar year, or a pro rata share thereof if employed less than one whole year; provided, members employed and assigned to a 40-hour week on January 1, 2012, shall be awarded and start the year with a one-time credit of eight (8) hours of contingency leave.~~

~~Personal contingency leave may, upon proper notice, be taken without regard to reason or the restrictions imposed on the granting of sick leave. At the end of each calendar year, any accrued but unused personal contingency leave in excess of 48 hours for those on shift work and in excess of 24 hours for those working a 40-hour week shall be converted to sick leave.~~

~~(b) When a sworn member of the fire department retires, the member will have the privilege of converting up to 144 hours of sick leave accrued under Section 54-103(a) on or after January 1, 2012, or any accrued remaining unused sick leave accrued prior to January 1, 2012, whichever is greater, to insurance benefits based on the formula of two days sick leave (i.e., 24 hours) for one month single coverage insurance premium or three days sick leave (i.e., 36 hours) for one month family coverage insurance premium. Any sick leave accrued by a member under Section 54-103(a) on or after January 1, 2012, that is not converted to insurance benefits to the extent permitted by this section shall be forfeited effective as of the date of the member's retirement or separation from employment.~~

~~(c) Sick leave shall be granted for the following reasons:~~

~~(1) Illness on the part of or injury to the member, incapacitating him or her for duty.~~

~~(2) Illness in the immediate family, i.e. wifespouse, child, father, mother, sister, brother, father-in-law and mother-in-law, of such a critical nature as to require the presence of the member. This provision shall not be construed to cover absences for the purpose of nursing or caring for members of the immediate family not declared by the attending physician to be critically ill.~~

~~(3) Exposure to contagious diseases and subsequent determination by competent medical authority that such member's presence on duty might jeopardize the health of others.~~

~~(d) For each sick leave period claimed by the member in excess on one shift or three working days, the member shall provide the fire chief with a certificate from the attending physician setting forth the nature and duration of any of the conditions which would entitle him to sick leave as provided in subsection (c) of this section. Failure to provide such~~

certificate satisfactory to the fire chief shall result in the member's not being granted sick leave with pay, and may subject the member to discipline for an unexcused absence.

~~(e) After the equivalent of half of annual sick leave is used and that use is without a physician's excuse or documentation, the member shall furnish documentation from a physician or other medical provider establishing reason for relief from duty for use of additional sick leave. If additional days are taken without a physician's or other medical provider's excuse, the additional sick leave is an unexcused absence without pay.~~

~~(fe) In cases of emergency, the fire chief may, at his discretion, grant advance sick leave up to 30 days or working days beyond that accumulated provided that all regularly earned sick leave and vacation leave have been used. The City Manager may, in his or her discretion and at the request of the Fire Chief, advance additional leave necessary to avoid substantial hardship to any member, provided that all other accrued vacation, sick and personal contingency leave shall have first been exhausted.~~

(gf) The fire chief shall also have the right to investigate or cause to be investigated the alleged illness of any member and, for good cause shown, not only to deny sick leave but also to take proper disciplinary action against any feigner or abuser.

(hg) In the event of an emergency, as declared by the mayor, an attending physician's excuse may be required for any days missed; and during the emergency, the mayor may suspend, in whole or in part, any sick leave or personal contingency leave as permitted by subsections (a) and (c) of this section.

(ih) For purposes of this section, a medical provider shall include a licensed physician, surgeon, chiropractor, psychologist, or dentist.

Sec. 54-104. - Funeral leave with pay.

In case of the death of the spouse, child, mother, father, brother, sister, mother-in-law or father-in-law, or in the case of death of any other relative residing in the immediate household, the member shall be allowed one shift or three 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 day or working day of funeral leave with regular pay; ~~however, the fire chief may allow the member to use three days or working days of his accumulated sick leave in case of the death of any of the persons designated in this section.~~

Sec. 54-105. - Legal holidays.

(a) The following days shall be regarded, treated and observed as legal holidays:

(1) January 1, New Year's Day;

(2) The third Monday of January, Martin Luther King's Birthday;

(3) The third Monday of February, Presidents' Day;

- 137 (4) The last Monday in May, Memorial Day;
138 (5) June 20, West Virginia Day;
139 (6) July 4, Independence Day;
140 (7) The first Monday of September, Labor Day;
141 (8) The second Monday of October, Columbus Day;
142 (9) November 11, Veterans Day;
143 (10) The fourth Thursday and Friday of November, Thanksgiving Day Holidays;
144 (11) December 25, Christmas Day;
145 (12) Any national, state or other election day throughout the district or municipality
146 wherein the election is held, provided, that if a special or other election of a political
147 subdivision other than the City of Charleston falls on a Saturday or Sunday, the City of
148 Charleston may choose not to recognize the day of the election as a holiday if a
149 majority of the City of Charleston City Council votes not to recognize the day of the
150 election as a holiday; and
151 (13) All days which may be appointed or recommended by the mayor, the governor or
152 the President of the United States as days of thanksgiving or for the general cessation
153 of business.

154 When any of such days or dates falls on Saturday or Sunday, either the preceding Friday
155 of the succeeding Monday shall be regarded, treated and observed as such legal holiday.

156 (b) ~~Uniformed members on shift duty with the fire department who are required to receive~~
157 ~~additional compensation for legal holidays under state law shall, upon the occurrence of a~~
158 ~~legal holiday, be paid for an extra day (i.e., 12 hours) at their regular rate of pay, regardless~~
159 ~~of whether the member is required to work on the legal holiday or the legal holiday occurs~~
160 ~~on the member's regularly scheduled day off. off duty eight hours but are required to work~~
161 ~~16 hours on a legal holiday shall be paid for an extra day at their regular hourly rates.~~
162 ~~Those who work eight hours and are off duty 16 hours on the legal holiday, or whose~~
163 ~~normally scheduled shifts off span such legal holiday, shall be allowed one day of equal~~
164 ~~time off, which may be taken in conjunction with their annual vacation leave or at such~~
165 ~~other time as approved by the fire chief or his designee.~~

166 (c) ~~Uniformed members of the fire department on a 40-hour week who are required to~~
167 ~~work on a legal holiday shall, upon the occurrence of a legal holiday, be paid for an extra~~
168 ~~eightfour hours at their regular hourly rates of pay. If the legal holiday falls occurs on their~~
169 ~~regularly scheduled day off, they shall, upon the occurrence of a legal holiday, be allowed~~
170 ~~one working day of equal-time off, which may must be taken in conjunction with their~~
171 ~~annual vacation leave or in the same calendar year in which it is accrued, and at such time~~
172 ~~as approved by the fire chief or his designee.~~

173 (d) ~~A member of the emergency medical service division who is working a 12-hour shift~~

shall either be paid for the extra 12 hours worked on such holiday at his regular hourly rate or be allowed to add one day to his vacation leave. If the legal holiday falls on his regularly scheduled day off, he shall be allowed one day of equal time off, which may be taken at such time as approved by the fire chief."

and that Section 54-106 of Chapter 54, Article II, Division 3, of the Code of the City of Charleston is hereby created, to read as follows:

"Sec 54-106 Daily and weekly duty hours; pay periods; calculation of overtime pay; trading assigned shifts.

(a) Members shall not be required to remain on duty in excess of one hundred twelve (112) hours during any fourteen (14) consecutive calendar days' period.

(b) Unless the members shall by a majority vote elect otherwise as provided by state law, shifts shall begin and end at 8:00 a.m.

(c) Members shall be paid their annual salary as earned with appropriate adjustments on a bi-weekly (14 consecutive calendar days' period) basis. Each bi-weekly pay period shall begin at 12 midnight prior to a shift that begins on a Sunday at 8:00 a.m.

(d) On and after January 1, 2012, and pursuant to state and federal law, the work period for calculating overtime for members assigned to shift work shall be a consecutive 28 calendar-day period coinciding with two consecutive 14 consecutive-day pay periods. Members shall be paid at the rate of one and one-half (1 ½) times their regular hourly rate for any time worked in excess of 212 hours within this 28-day period.

(e) The Fire Chief may establish rules and regulations for the trading of assigned shifts, or portions thereof, between members of the same rank, without adjustment in pay to either member, provided that all traded work assignments occur within the same 28-day work period designated for the calculation of overtime pay; provided further that the same shall not, in any event, cause either member to exceed 212 hours worked within any consecutive 28-day period designated for the purpose of calculating overtime pay.

Secs. 54-106~~7~~ – 54-140 Reserved."

All provisions, or any portions thereof, of the Code of the City of Charleston or of any applicable administrative rules or manuals, which are inconsistent with this Division, as established herein, are hereby repealed to the extent necessary to eliminate said inconsistency.

Bill 7506

12/5/2011	YEAS	NAYS	ABSTAIN	ABSENT
19th WARD R MR. BURKA, RICK	✓			
20th WARD R MR. BURTON, BRENT	✓			
21st WARD D MR. CLOWSER, MICHAEL	✓			
AT-LARGE D MS. DAVIS, MARY JEAN	✓			
3rd WARD D MR. DENEALT, JOE	✓			
AT-LARGE R MR. DODRILL, CHRIS	✓			
4th WARD D REV. EALY, JAMES	✓			
1st WARD D MR. HAAS, BOBBY	✓			
14th WARD D MR. HARRISON, JACK	✓			
2nd WARD R MR. KIRK, WILLIAM		✓		
AT-LARGE R MR. LANE, TOM	✓			
18th WARD R MR. MILLER, JOHN	✓			
16th WARD D MR. MINARDI, SAM	✓			
5th WARD D MR. NICHOLS, MIKE	✓			
15th WARD D MR. PERSINGER, COURTNEY	✓			
17th WARD R MR. REISHMAN, BOBBY	✓			
AT-LARGE D MR. RICHARDSON, ANDY	✓			
AT-LARGE D MS. RUSSELL, KASEY	✓			
13th WARD R MS. SALISBURY, SUSIE	✓			
10th WARD D MR. SHEETS, ROBERT	✓			
9th WARD I MR. SMITH, CUBERT		✓		
12th WARD D MS. SNODGRASS, SHANNON	✓			
7th WARD R MR. STAJDUHAR, MIKE	✓			
6th WARD D MR. TALKINGTON, EDWARD	✓			
AT-LARGE D MR. WARE, JERRY	✓			
11th WARD D MR. WEINTRAUB, MARC	✓			
8th WARD D MR. WHITE, BOB	✓			
MAYOR R MAYOR JONES, DANNY	✓			

26

2



January 17, 2020

Kevin Baker
City Attorney
P.O. Box 2749
Charleston, WV 25330

Kevin:

I am pleased to confirm in writing that I have been advised my Myron Bogguss, President of IAFF Local 317, the members have by a unanimous vote, agreed not only to the overall settlement of \$1.7 million but have also agreed to a manner and method of distribution of that settlement fund.

They have agreed that their attorneys' fees of \$200,000.00 shall be paid from the fund with \$1.5 million to be distributed to the members using an agreed formula for a fair and equitable distribution. All of the fire fighters have agreed to this formula to compute their portion of the settlement. I have included a spreadsheet that includes each fire fighters name, his or her rank, the number of holidays for each fire fighter, and the gross amount due each fire fighter. This spreadsheet includes retirees as well. You may use the gross amount as the amount to pay each fire fighter.

Also, we continue working on the logistics to get all of the releases signed and notarized or otherwise affirmed and hope to have that done by Tuesday evening.

Best,

Teresa C. Toriseva

Teresa C. Toriseva

Resolution No. 279-20

Introduced in Council:

Adopted by Council:

January 21, 2020

Introduced by:

Referred to:

Joseph Jenkins

Finance Committee

1 Resolution No. 279-20 - Authorizing the Chief of Police and the Charleston Police Department
2 to enter into a Memorandum of Understanding and a Cost Reimbursement Agreement with
3 the United States Federal Bureau of Investigation setting forth the responsibilities of the
4 Southern West Virginia Transnational Organized Crime Western Hemisphere Task Force and
5 authorizing reimbursement of overtime expenses for Charleston officers on the task force.

6
7 Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:

8
9 That the City Council authorizes the Chief of Police and the Charleston Police Department to
10 enter into a Memorandum of Understanding and a Cost Reimbursement Agreement with the
11 United States Federal Bureau of Investigation setting forth the responsibilities of the Southern
12 West Virginia Transnational Organized Crime Western Hemisphere Task Force and authorizing
13 reimbursement of overtime for Charleston officers on the task force.

Resolution No. 280-20

Introduced in Council:

Adopted by Council:

January 21, 2020

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 280-20 – Authorizing the Mayor or City Manager to enter into a contract with
2 Endless Summer Aquatics Inc. in the amount of \$60,500 for the purchase and installation of
3 pool equipment for the North Charleston Community Center. The purchase price was
4 determined through a competitive bidding process.

5

6 Be it Resolved by the Council of the City of Charleston, West Virginia:

7

8 The Mayor or City Manager is authorized to enter into a contract with Endless Summer
9 Aquatics Inc. in the amount of \$60,500 for the purchase and installation of pool equipment for
10 the North Charleston Community Center. The purchase price was determined through a
11 competitive bidding process.

Purchase and Installation for Commercial Swimming Pool Equipment for North Charleston Recreation Center Pool

Project No. 2019-004

Bid Opening: January 14, 2020 @ 10:30am

	Endless Summer Aquatics Inc		
	7207-C Lockport Place		
	Lorton, VA 22079		
	P: (703) 955-0835		
	rick@endlesssummeraquatics.com		
Project Total	\$60,500.00		
Project Completion	56 days		
Bidder Recommended for Award			

Resolution No. 281-20

Introduced in Council:

Adopted by Council:

January 21, 2020

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 281-20 – Authorizing approval of Amendment No. 5 in the FY 2019-2020 General
2 Fund Budget as indicated on the attached list of accounts.

3

4

5 Be it Resolved by the Council of the City of Charleston, West Virginia:

6

7 That Amendment No. 5 in the FY 2019-2020 General Fund Budget as indicated on the attached
8 list of accounts is approved.

9

**MUNICIPAL COURT
CITY OF CHARLESTON**
Post Office Box 2749
Charleston, West Virginia 25330
(304) 348-8079

Anne B. Charnock, Judge

Conrad Lucas, Clerk

TO: Mayor Amy Shuler Goodwin
FROM: Conrad Lucas, Clerk
DATE: **Friday, January 3, 2020**
RE: **December 2019** Financial Information, Charleston Municipal Court

TOTAL CITATIONS FILED: 449

Traffic Violations: 339

Criminal Violations: 99

Parking: 0

Building Search Warrants: 11

RESTITUTION COLLECTED (paid to victims): \$774.00

Primarily related to shoplifting cases, restitution monies are collected and refunded to the store/victim.

FINANCIAL REPORT ATTACHED

cc: Judge Anne B. Charnock
Miles Cary, City Clerk
Victor Grigoraci, Treasurer
Lieutenant Paul Perdue, Deputy Chief of Police
Tony Harmon, Building Department
David Potters, Office of the City Attorney
Captain Mark Abbott, CPD
Nikki Smith, City Clerk's Office

CHARLESTON MUNICIPAL COURT

Page: 1

Report For December 1, 2019 Thru December 31, 2019

FILEDST

Violations by Filed Date...

TRAFFIC	339	
CRIMINAL	99	
BUILDING SEARCH WARRANT	11	
Total Filed Violations		449

Completed Cases...

Paid Fine...

TRAFFIC	172	
CRIMINAL	8	
BUILDING SEARCH WARRANT	0	
Total Paid Fines		180

Before Judge...

TRAFFIC	9	
CRIMINAL	2	
BUILDING SEARCH WARRANT	0	
Total Before Judge		11
Total Completed		191

Other Completed...

DISMISS- OFFICER NOT WITH CITY

TRAFFIC	6	
CRIMINAL	5	
BUILDING SEARCH WARRANT	0	
Total		11

DISMISSED (BY COMPLAINANT)

TRAFFIC	0	
CRIMINAL	1	
BUILDING SEARCH WARRANT	0	
Total		1

DISMISSED OFFICER FAIL TO PROS

TRAFFIC	22	
CRIMINAL	3	
BUILDING SEARCH WARRANT	0	
Total		25

DISMISSED (PRESENTED INSURANCE)

TRAFFIC	32	
CRIMINAL	0	
BUILDING SEARCH WARRANT	0	
Total		32

DISMISSED (BY JUDGE'S ORDER)_

CHARLESTON MUNICIPAL COURT
 Report For December 1, 2019 Thru December 31, 2019

Page: 2

FILEDST

TRAFFIC	2	
CRIMINAL	0	
BUILDING SEARCH WARRANT	0	
Total		2
DISMISSED E-PROOF		
TRAFFIC	2	
CRIMINAL	0	
BUILDING SEARCH WARRANT	0	
Total		2
DISMISSED (PRESENTED DL)		
TRAFFIC	3	
CRIMINAL	0	
BUILDING SEARCH WARRANT	0	
Total		3
DISMISSED STORE CLOSED		
TRAFFIC	0	
CRIMINAL	2	
BUILDING SEARCH WARRANT	0	
Total		2
DISMISSED OFF FAIL TO PROV VIN		
TRAFFIC	5	
CRIMINAL	0	
BUILDING SEARCH WARRANT	0	
Total		5
DISMISSED (PROSECUTOR'S ORDER)		
TRAFFIC	44	
CRIMINAL	23	
BUILDING SEARCH WARRANT	0	
Total		67
DISMISSED PRESENTED RECORDS		
TRAFFIC	64	
CRIMINAL	2	
BUILDING SEARCH WARRANT	0	
Total		66
DISMISSED AFTER PT DIVERSION		
TRAFFIC	22	
CRIMINAL	14	
BUILDING SEARCH WARRANT	0	
Total		36
DISMISSED VICTIM/WITNESS FTA		
TRAFFIC	0	
CRIMINAL	1	
BUILDING SEARCH WARRANT	0	
Total		1
DISMISSED WITHOUT PREJUDICE		

CHARLESTON MUNICIPAL COURT
 Report For December 1, 2019 Thru December 31, 2019

Page: 3
 FILEDST

TRAFFIC	30	
CRIMINAL	17	
BUILDING SEARCH WARRANT	0	
Total		47

VOIDED DOCKET

TRAFFIC	2	
CRIMINAL	0	
BUILDING SEARCH WARRANT	0	
Total		2

Total Other Completed	302
-----------------------	-----

Grand Total Completed	493
-----------------------	-----

Net Difference Filed/Complete	44-
-------------------------------	-----

Warrants...

Issued...

TRAFFIC	252	
CRIMINAL	169	
BUILDING SEARCH WARRANT	0	
Total Violations		421
Total Warrants Issued		421

Cleared...

TRAFFIC	372	
CRIMINAL	176	
BUILDING SEARCH WARRANT	0	
Total Violations		548
Total Warrants Cleared		548

Change in Total Warrants	127-
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Other Paid Cases...

Paid Fine...

Total Other Paid Fines	75
------------------------	----

FINE FINE	\$16,279.00
JAILF REGIONAL JAIL CORR.	\$5,578.00
CCF COMMUNITY CORRECTIONS FUND	\$121.00
LAWFND LAW ENFORCE. TRAIN STATE	\$994.00
ADMIN ADMINISTRATIVE COST	\$248.00
LAWLOC LAW ENFORCE. TRAIN (LOCAL)	\$550.00
CVC CRIME VICTIM'S FUND	\$952.00
LITTER LITTER	\$50.00
REST RESTITUTION	\$774.00
OP OVER PAYMENT	\$3.00

CHARLESTON MUNICIPAL COURT

Page: 4

Report For December 1, 2019 Thru December 31, 2019

FILEDST

Total Fees/Fines Paid \$25,549.00

Building Search Warrants Report- December 2019

Docket No	Name	Address	Status	Status Date/Time
SW20190044	WHITLOW, ROBERT	1525 PIEDMONT ROAD	SW	12/17/2019 3:30 PM
SW20190045	DUER, DEBORAH	1527 PIEDMONT ROAD	SW	12/17/2019 3:30 PM
SW20190046	JOHNSON, ANN	1607 MCCLUNG STREET	SW	12/17/2019 3:30 PM
SW20190047	HILL, DEBRA K	624 MAIN STREET	SW	12/17/2019 3:30 PM
SW20190048	MARTIN, KENNETH	808 OAKLAND WALK	SW	12/17/2019 3:30 PM
SW20190049	WILLARD, GARY L	305 31ST ST	SW	12/17/2019 3:30 PM
SW20190050	WILLARD, MICHAEL E	305 31ST STREET	SW	12/17/2019 3:30 PM
SW20190051	WTH INVESTMENTS,	908 AMITY DRIVE	SW	12/17/2019 3:30 PM
SW20190052	WTH PROPERTIES,	921 AMITY DRIVE	SW	12/17/2019 3:30 PM
SW20190053	CAPE VINEYARD PROPERTIES	1102 MCQUEEN STREET	SW	12/17/2019 3:30 PM
SW20190054	SUMMERS, WILLIAM	1878 PALM DRIVE	SW	12/17/2019 3:30 PM

Monthly Report – Definition Key

Violations by Filed Date:

Violations keyed into the Court software during the month

Completed Cases:

Cases where the fine and court costs were paid in full and the case was closed during the month.

Before Judge:

Number of violations where a case set for trial before the judge; the defendant was found guilty or entered a guilty plea at trial and the defendant paid off all costs/fines in full thereby closing the case.

Other Completed -Dismissed (By Complainant):

The City Attorney moved to dismiss cases because the person who filed the complaint no longer wishes to pursue the charges.

Defendant Deceased:

Cases dismissed because the defendant died.

Dismissed Officer Fail to Pros:

Cases dismissed because the officer failed to appear in Court.

Dismissed (presented insurance):

Cases dismissed because the defendant presented valid proof of insurance for the offense date.

Dismissed (presented DL):

Cases dismissed because the defendant presented a valid driver's license.

Dismissed Mistaken Identity:

Cases dismissed cases on the City Attorney's motion due to mistaken identity.

Dismissed (Prosecutor's Order):

Cases dismissed on the City Attorney's motion or as a result of a plea agreement.

Dismissed Presented Records:

Cases dismissed because the defendant presented records to satisfy a code or Court requirement.

Dismissed After PT Diversion:

Cases dismissed because the defendant entered into a Pre-Trial Diversion agreement with the City and satisfied the requirements of the Pre-Trial Diversion.

Dismissed Victim/Witness FTA:

Cases dismissed because the witness or victim did not appear in Court for trial.

Dismissed without prejudice:

Cases dismissed but the City having the option to re-file the case within one (1) year of the date of the offense.

Dismissed No Drug Results:

Drug results were not received for trial.

Dismissed – Officer Not With City

Officer/Witness is no long employed by the City.

Warrants

The Court issues warrants for Failure to Appear in Court for court sessions. These warrants are printed and copied to the CPD Warrants Division.

Cleared:

The Court clears warrants once the warrant is served by an officer or when a defendant self reports to the Court. The Court also clears warrants if a person is deceased, posts bond and or, in some cases, enters a plea.

Other Paid Cases:

The Court received a partial payment for a case; however, the defendant still has a balance due.

Search Warrant Issued:

A search warrant document was prepared and presented to the court by the City Attorney's office with regard to safety and public health concerns of a structure/property.

This report is not indicative of the case volume in Municipal Court. Rather, this information reflects payment status/coding for cases.



City of Charleston West Virginia

Vic Grigoraci, City Treasurer

City Treasurer's Report to City Council

Month Ended

December 2019

Please Note:

1. Here is the December 2019 Page 1 "All Funds Collections & Withdrawals" that shows the total of each fund balance.
2. A full copy of the December 2019 Report has been emailed to you.
3. The Report is searchable.
4. If you would like a paper copy of the full report, or if you need assistance in any way, please contact my office at 304-348-8029.

Respectfully submitted,

Victor Grigoraci, CPA – City Treasurer

<u>Fund / Description</u>	<u>Balance December 2018</u>	<u>Balance November 2019</u>	<u>Collections December 2019</u>	<u>Withdrawals December 2019</u>	<u>Balance December 31, 2019</u>
001 General Fund	3,042,895.50	15,873,213.26	3,915,271.74	10,118,842.21	9,669,642.79
002 Coal Severance Tax	39.91	88.07	0.00	0.00	88.07
003 Municipal Stabilization	4,236,417.05	4,321,788.76	5,872.90	0.00	4,327,661.66
009 Community Development	6,659.62	6,637.36	202,495.43	196,737.86	12,394.93
010 Supportive Housing	0.00	0.00	9,960.30	9,960.30	0.00
012 West Side Improvement	0.00	41,825.25	0.00	27,438.00	14,387.25
014 IT Infrastructure	0.00	90,313.19	143.76	0.00	90,456.95
015 Charleston Land Reuse	0.00	37,526.80	59.73	0.00	37,586.53
016 Charleston Land Trust	45,709.97	82.31	0.11	0.00	82.42
017 Project West Invest	510.33	556.69	0.76	0.00	557.45
026 Uniform Pension Reserve Fund	14,542,108.60	19,210,021.13	1.38	317,135.00	18,892,887.51
035 Municipal Beautification	31,776.87	32,592.81	44.29	0.00	32,637.10
036 Special Demolition	15,238.24	18,241.95	24.79	0.00	18,266.74
037 Sister Cities	26,904.28	27,446.45	37.30	0.00	27,483.75
038 Solid Waste	121,247.87	833,323.92	-369,541.82	962,615.60	240,250.14
039 Waste Disposal	0.00	0.00	81,211.60	81,211.60	0.00
040 Landfill Closure	3,255,743.67	3,370,710.78	9,230.80	0.00	3,379,941.58
041 Police Contributions	9,610.38	15,843.59	21.53	0.00	15,865.12
042 Police Evidence	32,170.11	1,118,821.79	1,516.75	4,345.03	1,115,993.51
043 Forfeited Funds	282,331.13	272,398.45	3,770.69	1,167.36	275,001.78
044 Municipal Court	167,630.86	200,935.56	25,901.00	31,542.00	195,294.56
045 Homeland Security	0.00	20,576.80	0.00	0.00	20,576.80
047 Health Insurance Reserves	6,086,341.46	6,208,992.64	8,437.43	0.00	6,217,430.07
048 Wayfinding Commission	73,492.54	74,241.82	100.89	0.00	74,342.71
049 Live On The Levee	7,665.43	5,287.20	1,507.51	0.00	6,794.71
074 Slack Plaza	0.00	600,000.00	0.00	0.00	600,000.00
080 Human Rights	176,793.29	176,793.29	0.00	0.00	176,793.29
081 Home Program	3,248.64	47,164.19	28,965.34	28,072.50	48,057.03
085 Firefighters Assistance Grant	77.08	77.08	0.00	0.00	77.08
088 SBA Riverfront Project Donation Account	9.18	9.18	0.00	0.00	9.18
088 SBA Riverfront Project Grant Account	10,167.71	10,167.71	0.00	0.00	10,167.71
095 Police Grants	176,790.72	85,181.67	19,722.96	3,185.87	101,718.76
096 Historic Preservation	2,601.00	20,601.00	0.00	0.00	20,601.00
099 Public Arts Grant	253,792.10	149,264.34	0.00	0.00	149,264.34
100 Sinking Fund	4,029,036.27	4,107,733.76	5,602.41	0.00	4,113,336.17
200 Infrastructure	149,648.31	152,664.01	207.46	0.00	152,871.47
214 Civic Center Capital Improvement	339,753.92	392,165.69	532.92	0.00	392,698.61
215 Municipal Auditorium Capital Improvement	139,975.99	161,473.83	419.66	0.00	161,893.49
216 Civic Center Capital Project Fund	35.20	0.00	0.00	0.00	0.00
220 General Maintenance	1,789,945.01	2,087,864.90	544,701.56	0.00	2,632,566.46
221 City Service Fee Capital Project	4,339,179.66	1,095,759.16	1,151,531.92	1,154,423.29	1,092,867.79
222 Facilities Maintenance	2,358,282.73	263,839.62	610,628.12	45,000.00	829,467.74
255 Ballpark Maintenance	106,891.76	52,940.83	71.94	0.00	53,012.77
402 Civic Center Revenue	162,673.16	165,113.75	535,490.61	517,656.15	182,948.21
406 Parking System Revenue	4,465,565.71	4,885,162.51	280,862.20	111,024.37	5,055,000.34
426 Parking Operation and Maintenance	1,199,704.92	1,582,361.93	2,148.28	3,799.96	1,580,710.25
427 Civic Center TIF Project	658,337.70	154,940.23	2,988.59	0.00	157,928.82
900 M - DENT	643,445.53	739,946.99	25,470.14	22,268.63	743,148.50
901 Pending Forfeiture	2,088,080.95	1,013,901.02	1,351.03	72,663.29	942,588.76
Working Cash Advance Fund	37,460.00	32,925.00	0.00	0.00	32,925.00
Total All Funds	55,115,990.36	69,759,518.27	7,845,847.65	13,709,089.02	63,896,276.90

Bill No. 7865

Introduced in Council:

January 21, 2020

Introduced by:

Becky Ceperley and Joseph Jenkins

Adopted by Council:

Referred to:

Finance

Bill No. 7865 - A BILL to amend and reenact Section 54-105 of the Municipal Code of the City of Charleston, as amended, relating to updating fire department holiday compensation to be consistent with state law.

Now, therefore, be it ordained by the Council of the City of Charleston:

That Section 54-105 of the Municipal Code of the City of Charleston, as amended, be amended and reenacted to read as follows:

ARTICLE II. – FIRE DEPARTMENT.

DIVISION 3. - VACATION, OTHER LEAVE, DUTY HOURS, AND CALCULATION OF OVERTIME PAY.

Sec. 54-105 – Legal Holidays.

(a) The following days shall be regarded, treated and observed as legal holidays:

- (1) January 1, New Year's Day;
- (2) The third Monday of January, Martin Luther King's Birthday;
- (3) The third Monday of February, Presidents' Day;
- (4) The last Monday in May, Memorial Day;
- (5) June 20, West Virginia Day;
- (6) July 4, Independence Day;
- (7) The first Monday of September, Labor Day;
- (8) The second Monday of October, Columbus Day;
- (9) November 11, Veterans Day;
- (10) The fourth Thursday and Friday of November, Thanksgiving Day

Holidays;

- (11) December 25, Christmas Day;

(12) 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 of Charleston falls on a Saturday or Sunday, the City of Charleston may choose not to recognize the day of the election as a holiday if a majority of the City of Charleston City Council votes not to recognize the day of the election as a holiday; and

36 (13) All days which may be appointed or recommended by the mayor, the
37 governor or the President of the United States as days of thanksgiving or for the
38 general cessation of business.

39 When any of such days or dates falls on Saturday or Sunday, either the
40 preceding Friday or the succeeding Monday shall be regarded, treated and observed as
41 such legal holiday.

42 (b) Uniformed members on 24-hour shift duty who are required to receive
43 additional compensation for legal holidays ~~under state law pursuant to West Virginia~~
44 Code section 8-15-10a shall, upon the occurrence of a legal holiday, ~~be paid for an~~
45 ~~extra day (i.e., 12 hours) at their regular rate of pay,~~ regardless of whether the member
46 is required to work on the legal holiday or the legal holiday occurs on the member's
47 regularly scheduled day off, shall either be (1) paid at a rate of one and one-half times
48 the member's regular rate of pay for twenty-four hours; or (2) allowed equal time off at
49 such time as may be approved by the fire chief or his or her designee.

50 (c) Uniformed members on a 40-hour week who are required to work on a
51 legal holiday, or if the legal holiday occurs on their regularly scheduled day off shall be
52 allowed up to one working day (8 consecutive hours) of time off, ~~which must be taken in~~
53 ~~the same calendar year in which it is accrued, and~~ at such time as approved by the fire
54 chief or his or her designee.

55