

FAIRMONT CITY COUNCIL
REGULAR MEETING
TUESDAY, JANUARY 27, 2026
7:00 P.M.
COUNCIL CHAMBERS
PUBLIC SAFETY BUILDING
500 QUINCY STREET
FAIRMONT, WEST VIRGINIA

A G E N D A

- I. CALL TO ORDER – Mayor Bolyard
- II. ROLL CALL OF MEMBERS – Janet L. Keller, City Clerk
- III. OPENING CEREMONIES
 - A. Prayer/Meditation – Rev. Wayde Wilson
Trinity Assembly of God
 - B. Pledge Of Allegiance – Councilmember Rice
 - C. Proclamation – United Service Organizations (USO) Birthday
- IV. APPROVAL OF MINUTES
 - Regular Meeting – January 13, 2026
- V. PUBLIC HEARINGS AND ANNOUNCEMENTS
 - A. PUBLIC HEARINGS
 - 1. An Ordinance Of The Council For The City Of Fairmont Authorizing The Acquisition By The City Of Fairmont Of The Following Real Estate Being:

<u>Description</u>	<u>District</u>	<u>Map/ Parcel</u>
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Pt Lt 17 (58 X 82) Adams St Fairmont, Fairmont City 0168 0000 0000		01/
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From Charles E. Anderson For Purposes Of The Abatement Of A Collapsed Or Partially Collapsed Structure, Approving The Form Of The Acquisition Agreement And Authorizing And Empowering The City Manager To Execute And Deliver Said Agreement On Behalf Of The City Of Fairmont, And To Do All Things Reasonable And Necessary In Connection Therewith; Reservation Of Rights.

B. ANNOUNCEMENTS

VI. CITIZENS PETITIONS

VII. CITY MANAGER'S REPORT - Travis L. Blosser, City Manager

VIII. CONSIDERATION OF COUNCIL BUSINESS

A. PENDING BUSINESS

1. Adoption, An Ordinance Of The Council For The City Of Fairmont Authorizing The Acquisition By The City Of Fairmont Of The Following Real Estate Being:

<u>Description</u>	<u>District</u>	<u>Map/ Parcel</u>
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B. NEW BUSINESS

2. Introduction, First Reading, Set Public Hearing, An Ordinance Of The Council Of The City Of Fairmont Amending And Supplementing Section 705.06 Fees Of Article 705 Amusement Devices Of Part Seven Business And Taxation Code Of Chapter Three Taxation And Services Charges Of The City Of Fairmont Code To Provide For The Requirement Of A City Of Fairmont General Municipal Business License.
3. Introduction, First Reading, Set Public Hearing, An Ordinance Of The Council Of The City Of Fairmont Repealing Section 729 Photographers Of Part Seven Business And Taxation Code Of Chapter Three Taxation And Services Charges Of The City Of Fairmont Code Resulting From The Establishment Of A City Of Fairmont General Municipal Business License.
4. Introduction, First Reading, Set Public Hearing, An Ordinance Of The Council Of The City Of Fairmont Repealing Section 745 Stores Of Part Seven Business And Taxation Code Of Chapter Three Taxation And Services Charges Of The City Of Fairmont Code Resulting From The Establishment Of A City Of Fairmont General Municipal Business License.
5. Introduction, First Reading, Set Public Hearing, An Ordinance Of The Council Of The City Of Fairmont Repealing Section 747 Insurance Companies Of Part Seven Business And Taxation Code Of Chapter Three Taxation And Services Charges Of The City Of Fairmont Code Resulting From The Establishment Of A City Of Fairmont General Municipal Business License.
6. Introduction, First Reading, Set Public Hearing, An Ordinance Of The Council Of The City Of Fairmont Amending And Supplementing Article 743 Specific License Tax Of Chapter Three Taxation And Service Charges Of Part Seven Business And Taxation Code Of The City Of Fairmont To Provide For A General Municipal Business License.
7. Introduction, First Reading, Set Public Hearing, An Ordinance Of The Council Of The City Of Fairmont, West Virginia, Approving The Terms And Conditions Of That Certain Collective Bargaining Agreement By And Between The United Steel, Paper And Forestry, Rubber, Manufacturing, Energy, Allied Industrial And Service Workers International Union, Local No. 1-02, And The City Of Fairmont To Be Effective March 11, 2026, And Ending March 11, 2031, And Further Authorizing And

Empowering The City Manager To Execute And Deliver Said Agreement On Behalf Of The City Of Fairmont.

8. Introduction, First Reading, Set Public Hearing, An Ordinance Of The Council Of The City Of Fairmont Amending And Supplementing Ordinance No. 2075 Duly Adopted June 10, 2025, Which Ordinance Provides For The City Of Fairmont's Current Pay Plan And List Of Occupational Classes For All Class Titles And Employees, Among Others, To Provide For Certain Increases To Additional Compensation Provided For By The Steelworker's Pay Plan.
9. One Appointment, Fairmont Airport Authority, Unexpired Term Ending October 1, 2028.

EXECUTIVE SESSION – Pursuant To WV Code §6-9A-4(b)(2)(A) And City Charter 2.11 (a)(1)A – To Consider Matters Arising From The Appointment, Employment, Retirement, Promotion, Transfer, Demotion, Disciplining, Resignation, Discharge, Dismissal or Compensation Of A City Officer.

IX. ADJOURNMENT

MINUTES

1/13/26

January 13, 2026

The regular meeting of the City Council of the City of Fairmont was held at 7:00 p.m. on the 13th day of January, 2026, at the Public Safety Building located at 500 Quincy Street in Fairmont, West Virginia.

Mayor Bolyard called the meeting to order.

Roll call of members was taken by the City Clerk.

Councilmembers present were:

First District	Joshua D. Rice
Second District	Anne E. Bolyard
Third District	Rebecca Moran
Fourth District	Anthony T. Horton
Sixth District	Daniel "Dan" Weber
Seventh District	Julia "Julie" Sole
Eighth District	Bruce McDaniel
Ninth District	Kandice "Kandi" Nuzum

Absent:

Fifth District	Charles "Chuck" Warner
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Also present were:

City Manager	Travis L. Blosser
City Clerk	Janet L. Keller
City Attorney	Kevin V. Sansalone
Communications Manager	David A. Kirk

IN RE: COUNCILMEMBER WARNER EXCUSED

Mayor Bolyard made a motion to excuse Councilmember Warner from tonight's meeting. Councilmember McDaniel seconded the motion.

The Mayor declared Councilmember Warner excused by voice vote of Council.

IN RE: OPENING CEREMONIES

Rev. Issac Harmon of Hagens Community Church gave the invocation followed by the Pledge of Allegiance to the Flag led by Councilmember Rice.

APPROVAL OF MINUTES

IN RE: MINUTES FOR THE DECEMBER 16, 2025 REGULAR MEETING

Mayor Bolyard noted that each member of Council had received a copy of the minutes from the Regular Meeting held on December 16th. She asked if there were any corrections, deletions, or amendments.

Councilmember Nuzum moved to approve the December 16, 2025 Regular Meeting minutes as submitted. The motion was seconded by Councilmember Rice.

The Mayor declared the minutes approved as submitted by voice vote of Council.

PUBLIC HEARINGS

There were no public hearings scheduled for this meeting.

ANNOUNCEMENTS

IN RE: ARTS AND HUMANITIES COMMISSION AWARDS DEADLINE

Councilmember Moran reported that the Arts and Humanities award nomination period is open and the deadline is February 6th if anyone would like to nominate a community member who has outstanding accomplishments in the Arts and Humanities.

IN RE: COMMUNITY CONVERSATION

Councilmember Moran stated that she will be hosting a community conversation on Monday, January 19th at 3:30 p.m. in the conference room at the Chamber of Commerce specifically to take input for the draft of the new sign code but if you have anything else you want to talk about, you are more than welcome to stop by. She noted that when the sign code is in planning, we have options to amend and make changes but once it comes to Council, it is yes or no.

IN RE: CONGRATULATIONS TO CITY CLERK JANET KELLER

Councilmember Horton extended congratulations to City Clerk Janet Keller on 48 years of service. He thanked her for her service to the City of Fairmont.

Councilmember McDaniel said that Janet was here when he was hired by the City years ago. He said that she is a joy to work with.

IN RE: MRDC RECEIVES GRANT FUNDING

Councilmember McDaniel reported that MRDC was successful in obtaining a Site First Grant that was a program put together by the WV State Economic Development Council and Marion County was one of 23 counties to receive \$75,000 for engineering and development of the Sharon Steel site. He noted that was done with the help of our City Manager as a board member and Jay Rogers.

IN RE: WELCOME FSU STUDENTS

Mayor Bolyard welcomed back the Fairmont State University students, the spring semester started yesterday.

CITIZENS PETITIONS

IN RE: CONGRESSMAN RILEY MOORE

KENNEDY ROBERTS, with Congressman Riley Moore's Office presented each Councilmember with a copy of his 2025 Annual Report. He said that through Congressman Moore's leadership on the House Appropriation Committee, he is working to secure funding for 14 Community Projects to make our state a better place to live, work, and raise a family and one of those projects is for \$2,000,000 for the renovation of the Watson Fire Station. He announced that funding is continuing to clear all of the hurdles and it has only been good news so far and they are hopeful by the end of the month to have some actual good news to report.

CITY MANAGER'S REPORT

IN RE: EAST SIDE ROUTES FOR PAVING

Mr. Blosser reported that the East Side DOH routes are planning to be prioritized for asphalt resurfacing and that would include the Gateway Connector, Speedway Avenue, East Park Avenue, and Merchant Street. In order for that to occur, ADA ramp upgrades have to occur on all of those roadways. That contract was awarded and we anticipate the DOH contractor getting started potentially this week, weather dependent. They anticipate the start on the Gateway Connector. He noted that this is part of the process that has to happen with these routes, in particular because of the funding that DOH utilizes for that asphalt resurfacing. Every DOH route on the East Side is to be resurfaced.

IN RE: BUDGET PROCESS

The City Manager stated that he is going through the budget process and he will be presenting the Capital Budget Plan to the Planning Commission next week. He reminded City Council that budget work sessions are scheduled for February 3rd and 4th. He noted that the General Fund budget will be presented and discussed on the 3rd and then Council will receive a Utility overview of the entire Utility System on February 4th.

IN RE: UTILITY UPDATE

City Manager Blosser reported that the Water storage tank project is wrapping up. The Watson storage tank is being placed back into service, and he is incredibly proud that our entire storage network would have pretty well been upgraded and be within warranty across our entire system based on the upgrades that were made.

He reported that staff had a significant water related issue that had us producing 1.5 million gallons of water per day but none of our residents or customers experienced any issue in water service. He added that we are continuing to make improvements in our water and sewer system in 2026 and the years beyond.

CONSIDERATION OF COUNCIL BUSINESS

IN RE: INTRODUCTION, FIRST READING, SET PUBLIC HEARING, AN ORDINANCE OF THE COUNCIL FOR THE CITY OF FAIRMONT AUTHORIZING THE ACQUISITION BY THE CITY OF FAIRMONT OF THE FOLLOWING REAL ESTATE BEING:

<u>Description</u>	<u>District</u>	<u>Map/ Parcel</u>
PT LT 17 (58 X 82) ADAMS ST 0000 0000	Fairmont, Fairmont City	01/ 0168

FROM CHARLES E. ANDERSON FOR PURPOSES OF THE ABATEMENT OF A COLLAPSED OR PARTIALLY COLLAPSED STRUCTURE, APPROVING THE FORM OF THE ACQUISITION AGREEMENT AND AUTHORIZING AND EMPOWERING THE CITY MANAGER TO EXECUTE AND DELIVER SAID AGREEMENT ON BEHALF OF THE CITY OF FAIRMONT, AND TO DO ALL THINGS REASONABLE AND NECESSARY IN CONNECTION THEREWITH; RESERVATION OF RIGHTS.

The City Clerk read the proposed ordinance by synopsis for the first time.

Mayor Bolyard entertained a motion for the introduction of an ordinance

authorizing the acquisition by the City of Fairmont from Charles E. Anderson (200-202 Adams Street) for purposes of the abatement of a collapsed or partially collapsed structure.

Motion:

Councilmember McDaniel moved for the introduction of the proposed ordinance. Councilmember Moran seconded the motion.

The Mayor declared the public hearing set for January 27, 2026.

IN RE: ADOPTION, A RESOLUTION OF THE COUNCIL OF THE CITY OF FAIRMONT AUTHORIZING THE CITY MANAGER TO SUBMIT THE PROPOSED FIRE DEFERRED RETIREMENT OPTION PLAN (DROP) AGREEMENT (Revised 2026) TO THE MUNICIPAL PENSIONS OVERSIGHT BOARD PURSUANT TO THE PROVISIONS OF WEST VIRGINIA CODE §8-22-25a.

The City Clerk read the proposed resolution by synopsis for the first time.

Mayor Bolyard entertained a motion for the adoption of a resolution authorizing the City Manager to submit the proposed Fire Deferred Retirement Option Plan (DROP) Agreement to the Municipal Pensions Oversight Board.

Motion:

Councilmember Weber moved for the adoption of the proposed resolution. Councilmember Sole seconded the motion.

Roll call was taken by the Clerk.

The Mayor declared the resolution adopted by unanimous vote of those Councilmembers present.

IN RE: ADJOURN TO EXECUTIVE SESSION

Mayor Bolyard entertained a motion that Council adjourn to Executive Session pursuant to WV Code 6-9A-4(2)(9) and City Charter Section 2.11(a)(3) – To consider matters involved or affecting the purchase, sale, conveyance, or lease of real property. Councilmember McDaniel moved that Council adjourn to Executive Session. The motion was seconded by Councilmember Sole.

The Mayor declared the meeting adjourned to Executive Session by voice vote of Council at 7:17 p.m. She announced that Council will not be discussing any additional business when the meeting is reconvened.

IN RE: MEETING RECONVENED

The Mayor declared the meeting reconvened at 8:00 p.m.

ADJOURNMENT

The Mayor entertained a motion for adjournment.

Motion:

Councilmember Nuzum moved to adjourn the meeting. The motion was seconded by Councilmember Horton.

The Mayor declared the meeting adjourned by voice vote of Council at 8:01 p.m.

PUBLIC HEARINGS

PUBLIC HEARING
JANUARY 27, 2026

1. An Ordinance Of The Council For The City Of Fairmont Authorizing The Acquisition By The City Of Fairmont Of The Following Real Estate Being:

<u>Description</u>	<u>District</u>	<u>Map/ Parcel</u>
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Pt Lt 17 (58 X 82) Adams St Fairmont, Fairmont City		01/ 0168 0000 0000
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From Charles E. Anderson For Purposes Of The Abatement Of A Collapsed Or Partially Collapsed Structure, Approving The Form Of The Acquisition Agreement And Authorizing And Empowering The City Manager To Execute And Deliver Said Agreement On Behalf Of The City Of Fairmont, And To Do All Things Reasonable And Necessary In Connection Therewith; Reservation Of Rights.

ITEM 1

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL FOR THE CITY OF FAIRMONT AUTHORIZING THE ACQUISITION BY THE CITY OF FAIRMONT OF THE FOLLOWING REAL ESTATE BEING:

<u>Description</u>	<u>District</u>	<u>Map/ Parcel</u>
PT LT 17 (58 X 82) ADAMS ST 0000 0000	Fairmont, Fairmont City	01/ 0168

FROM CHARLES E. ANDERSON FOR PURPOSES OF THE ABATEMENT OF A COLLAPSED OR PARTIALLY COLLAPSED STRUCTURE, APPROVING THE FORM OF THE ACQUISITION AGREEMENT AND AUTHORIZING AND EMPOWERING THE CITY MANAGER TO EXECUTE AND DELIVER SAID AGREEMENT ON BEHALF OF THE CITY OF FAIRMONT, AND TO DO ALL THINGS REASONABLE AND NECESSARY IN CONNECTION THEREWITH; RESERVATION OF RIGHTS.

SYNOPSIS

This ordinance authorizes and approves the acquisition of the parcel of real estate identified in the ordinance title by the City of Fairmont from Charles E. Anderson for purposes of the demolition of a partially collapsed structure situate thereon and restoration of the site.

The consideration for the acquisition is the aforementioned demolition and restoration.

This ordinance further authorizes the execution and delivery of any and all documents necessary to consummate the transaction contemplated and all other actions which may be reasonable and necessary in connection therewith.

The ordinance contains a reservation of rights.

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL FOR THE CITY OF FAIRMONT AUTHORIZING THE ACQUISITION BY THE CITY OF FAIRMONT OF THE FOLLOWING REAL ESTATE BEING:

<u>Description</u>	<u>District</u>	<u>Map/ Parcel</u>
PT LT 17 (58 X 82) ADAMS ST 0000 0000	Fairmont, Fairmont City	01/ 0168

FROM CHARLES E. ANDERSON FOR PURPOSES OF THE ABATEMENT OF A COLLAPSED OR PARTIALLY COLLAPSED STRUCTURE, APPROVING THE FORM OF THE ACQUISITION AGREEMENT AND AUTHORIZING AND EMPOWERING THE CITY MANAGER TO EXECUTE AND DELIVER SAID AGREEMENT ON BEHALF OF THE CITY OF FAIRMONT, AND TO DO ALL THINGS REASONABLE AND NECESSARY IN CONNECTION THEREWITH; RESERVATION OF RIGHTS.

WHEREAS, the City of Fairmont desires to provide for and authorize the transfer and conveyance of the hereinafter described real estate from Charles E. Anderson to the City of Fairmont;

WHEREAS, the sole purpose of said transfer is to provide for the abatement/demolition of a partially collapsed building in the City of Fairmont's Downtown Historic Center on what was an emergency basis.

WHEREAS, the sole consideration for the acquisition is the demolition of the structure and restoration of the site.

WHEREAS, West Virginia Code §8-11-3(6) and Section 2.12 subpart (6) of the Charter, provide that the acquisition of private property must be authorized by Council by ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL FOR THE CITY OF FAIRMONT THAT:

SECTION 1. The acquisition of the following described parcel of real will serve a public purpose and will provide for the abatement of partially collapsed, dilapidated, abandoned and/or vacant structure, and is in the best interest of the City of Fairmont and the same is approved.

SECTION 2. The City Manager for the City of Fairmont be and is hereby authorized, empowered and directed to execute and deliver for and in the

name and on behalf of the City of Fairmont the transactional documents which are necessary to provide for the transfer of the real estate from said owner to the City of Fairmont, and to execute and deliver any other agreements, documents, instruments, certificates, and other papers and to do all acts and things as may be reasonable, necessary and desirable to consummate the transaction contemplated hereby and otherwise carry out the purpose and intent of this ordinance, all with such change or changes as the City Manager executing the same may approve, such approval and the propriety and necessity of said changes to be conclusively evidenced by the execution thereof.

SECTION 3. All that certain lot or parcel of land, together with any improvements thereon and the appurtenances thereunto belonging, situate in the City of Fairmont, Fairmont City District, Marion County, West Virginia, and being more particularly bounded and described as follows:

FIRST PARCEL: All that certain parcel or lot of land known and described as Lot Number Seventeen (17) in the Town of Fairmont, in said County of Marion and State of West Virginia bounded and described as follows: Beginning at the northwest corner of said lot and running thence with the line of Monroe Street, eighty-two and a half (82 ½) feet to the northwest corner of Lot No. 18; thence with the line of Lot No. 18, thirty (30) feet to a stake; thence parallel to Monroe Street, eighty-two and a half (82 ½) feet to the line of Adams Street, and thence with the last named line thirty feet (30) to the beginning, with a reservation of and subject to all the rights privileges granted and conveyed to the Fairmont Town Hall Company by the Fairmont Furniture Company in and by a certain Deed bearing date the 3rd day of November 1873, and recorded in the Office of the Clerk of the County Commission of Marion County, West Virginia, in Deed Book No. 23, at page 254 and 255.

SECOND PARCEL: All the following described real estate, together with all the appurtenances, easements and privileges thereunto belonging, that is to say, all that certain property, situate and fronting on Adams Street, in the City of Fairmont, Marion County, West Virginia and adjoining FIRST PARCEL herein and property owned by Thomas W. Fleming during his lifetime and property formerly owned by the First National Bank, bounded as follows, to-wit:

Beginning at a stake in the line of said former Bank's property and the line of Adams Street and running thence with the line of said street in a southwest direction twenty-eight and half (28 ½) feet, more or less, to the line of said lot formerly owned by Thomas W. Fleming; thence with their line in a southwest direction eighty-two and a half (82 ½) feet to the line of

property owned by the Methodist Protestant Church; thence with the lie of said Church property, twenty-eight and half (28 ½) feet more or less, to the of said former Bank lot; thence with line eighty-two and a half (82 ½) feet to the place of beginning.

Being part of the same property conveyed to William B. Criado and Charles E. Anderson by Raymond V. Prozzillo and Delores V. Prozzillo by deed dated December 31, 1982, and of record in the Office of the Clerk of the County Commission of Marion County, West Virginia in Deed Book 844, at page 728. Thereafter, William B. Criado conveyed all of his undivided ½ interest in the above-described property to Charles E. Anderson by general warranty deed dated March 24, 2021, and of record in said Clerk's Office in Deed Book 1278, at page 174.

SECTION 4. The sole consideration for the acquisition is the demolition of the structure and restoration of the site, no more no less.

SECTION 5. Nothing herein shall require or obligate nor compel the City of Fairmont or the City Manager to take any action in furtherance of the transactions contemplated hereunder, or to execute or deliver any document approved hereunder or any other document, contract or agreement which may be deemed necessary to consummate the transactions contemplated hereby, and in that regard all rights are reserved to the City of Fairmont. Nothing herein shall be construed to give rise to any actionable cause by any person, firm or corporation or entity against the City of Fairmont, whether at law or in equity by way complaint, counterclaim, cross-claim or third-party complaint.

SECTION 6. This Ordinance shall become effective thirty (30) days after adoption.

Passed this the _____ day of _____, 2026.

MAYOR

ATTEST:

CITY CLERK

REAL ESTATE PURCHASE CONTRACT

The Seller, whether singular or plural, hereby agrees to sell and the Purchaser hereby agrees to purchase, the following described real property and any improvements thereon, on the terms and conditions set forth below:

DATE: December 16, 2025

SELLER'S NAME: Charles E. Anderson

SELLER'S ADDRESS: 1210 Fleming Ave, Fairmont, WV 26554

PURCHASER'S NAME: City of Fairmont, A WV Municipal Corporation

PURCHASER'S ADDRESS: P.O. Box 1428, Fairmont, WV 26554

DESCRIPTION: The subject property is described as follows:

All that certain lot or parcel of land, together with any improvements thereon and the appurtenances thereunto belonging, situate in the City of Fairmont, Fairmont City District, Marion County, West Virginia, and being more particularly bounded and described as follows:

FIRST PARCEL: All that certain parcel or lot of land known and described as Lot Number Seventeen (17) in the Town of Fairmont, in said County of Marion and State of West Virginia bounded and described as follows:

Beginning at the northwest corner of said lot and running thence with the line of Monroe Street, eighty-two and a half (82 ½) feet to the northwest corner of Lot No. 18; thence with the line of Lot No. 18, thirty (30) feet to a stake; thence parallel to Monroe Street, eighty-two and a half (82 ½) feet to the line of Adams Street, and thence with the last named line thirty feet (30) to the beginning, with a reservation of and subject to all the rights privileges granted and conveyed to the Fairmont Town Hall Company by the Fairmont Furniture Company in and by a certain Deed bearing date the 3rd day of November 1873, and recorded in the Office of the Clerk of the County Commission of Marion County, West Virginia, in Deed Book No. 23, at page 254 and 255.

SECOND PARCEL: All the following described real estate, together with all the appurtenances, easements and privileges thereunto belonging, that is to say, all that certain property, situate and fronting on Adams Street, in the City of Fairmont, Marion County, West Virginia and adjoining FIRST PARCEL herein and property owned by Thomas W. Fleming during his lifetime and property formerly owned by the First National Bank, bounded as follows, to-wit:

Beginning at a stake in the line of said former Bank's property and the line of Adams Street and running thence with the line of said street in a southwest direction twenty-eight and half (28 ½) feet, more or less, to the line of said lot formerly owned by Thomas W. Fleming; thence with their line in a southwest direction eighty-two and a half (82 ½) feet to the line of property owned by the Methodist Protestant Church; thence with the line of said Church property, twenty-eight and half (28 ½) feet more or less, to the line of said former Bank lot; thence with line eighty-two and a half (82 ½) feet to the place of beginning.

Being part of the same property conveyed to William B. Criado and Charles E. Anderson by Raymond V. Prozzillo and Delores V. Prozzillo by deed dated December 31, 1982, and of record in the Office of the Clerk of the County Commission of Marion County, West Virginia in Deed Book 844, at page 728. Thereafter, William B. Criado conveyed all of his undivided ½ interest in the above-described property to Charles E. Anderson by general warranty deed dated March 24, 2021, and of record in said Clerk's Office in Deed Book 1278, at page 174.

DESCRIPTION ON TAX TICKET: PT LT 17 (58 X 82) ADAMS ST

MARION COUNTY TAX MAP: Fairmont, Fairmont City District Map 03-01

PARCEL: 0168

PROPERTY ADDRESS: 200 – 202 Adams Street, Fairmont, Marion County, WV

PRICE/CONSIDERATION: Consideration for the purchase/conveyance is the demolition of the structure situate on the property and the restoration of the terrain, seeding and mulching, at no cost to the Seller, nothing more, nothing less.

NATURE AND CONDITION OF PROPERTY. Purchaser accepts and agrees to any terms, restrictions and conditions set forth in the deeds and other documents of record within the chain of title for the Property and to which the Seller is bound to the extent that the same are in force and effect.

RIGHT TO GO UPON PROPERTY. Seller has executed and delivered to Purchaser a "Right of Entry (Demolition)" dated October 3, 2025, the terms and conditions of which are incorporated herein by reference as if fully set out verbatim herein.

CLOSING: This transaction shall be completed and all necessary papers executed and delivered on or before March 27, 2026, unless this closing deadline is agreed to be extended in writing by both parties. On the date of closing, Purchaser shall take full possession of the property, unless otherwise agreed upon in writing by the parties. The time and place of Closing will be as mutually agreed upon by Seller and Purchaser.

At the closing:

(a) Seller shall execute and deliver to Purchaser a Special Warranty deed of conveyance and any other agreements or documents representing the interests in the Property to be conveyed which are in recordable form and which are generally in use in the State of West Virginia and acceptable to Purchaser, which transfers, sells and conveys to Purchaser all necessary and pertinent interests of Seller in and to the Property together with all appurtenant improvements, rights, privileges and easements.

(b) Real estate taxes and assessments for the Property shall be prorated on a calendar year (January 1 to December 31) basis between Seller and Purchaser as of the date of closing. If the amount of taxes assessed for the current year cannot be ascertained, taxes will be estimated from the taxes assessed for the preceding year. For the purposes of this agreement, taxes for the current calendar year shall be those taxes which were assessed as of July 1 of the preceding calendar year.

(c) Each party shall pay its own attorney's fees.

(d) Purchaser agrees to pay for the examination of title, survey costs, if any, all recording fees for the deed and any other document conveying the contemplated interests.

(e) Document Preparation Costs and Responsibility: Seller agrees to be responsible for the preparation of the deed of conveyance.

(f) The Transaction is exempt from the excise tax on the privilege of transferring real estate as it is a transfer to a political subdivision of the State of West Virginia.

REPRESENTATIONS, WARRANTIES AND COVENANTS. Seller hereby represents and warrants as follows:

(a) Seller agrees to transfer, sell and convey, and Purchaser hereby agrees to purchase and acquire, on the terms and conditions hereinafter stated, the Property as hereinbefore described and all appurtenant improvements, rights, privileges and easements. Seller agrees and covenants that it will not sell, lease, convey or mortgage the Property or any interest therein during the term of this Agreement or any extension thereof, without the prior written consent of the Purchaser. Seller further agrees to execute and deliver to Purchaser any customary affidavit or other document normally required by a national title insurance company as a condition for the issuance of a title insurance policy to Purchaser at closing.

(b) There are no leases, licenses or other agreements, written or oral, granting or allowing any person or entity any right to use or occupy all or any portion of the Property, other than the Right of Entry incorporated herein, and Seller shall not enter into any such lease or agreement during the term of this Agreement without the Purchaser's prior written consent.

(c) Except as specifically set forth herein, Seller has no knowledge of and hereby makes no representation and/or warranties of any kind, express or implied, and defects or problems of any nature relating to the Property.

QUALITY OF TITLE. Seller shall transfer, sell and convey the Property to Purchaser by proper deed, conveying good and marketable title to the surface of the Property, free and clear of all liens and monetary encumbrances, subject to any prior out conveyances or leases of minerals, oil or gas, customary easements of record or visible on the ground, and taxes assessed but not yet payable. Unless otherwise stated herein, the Seller shall convey a fee simple estate in the Property. In the event the Purchaser's attorney finds title to the Property to be unmarketable, the Purchaser shall promptly notify the Seller of the specific defect in title and the Seller shall have thirty (30) days thereafter to correct the defect and, if corrected, this sale shall thereafter be consummated. In the event the title defect cannot be or is not corrected within said thirty (30) days, the Buyer, at the Buyer's option, may declare this Agreement void and shall effectively terminate this Agreement.

ORDINANCE REQUIRED: This Purchase Agreement and the City of Fairmont's obligation hereunder to purchase is contingent upon the Council for the City of Fairmont adopting an authorizing ordinance pursuant to the provisions of West Virginia Code §8-11-3(6) and the Charter of the City of Fairmont and said ordinance becoming effective.

Should the Council for the City of Fairmont fail or refuse to adopt an ordinance authorizing the purchase of the real estate by the Purchaser from the Seller, or should any such ordinance so adopted not become effective for any reason, this Agreement shall be null and void, terminated and cancelled and the Parties shall thereupon be released and discharged from all further obligations, liabilities and responsibilities therefor or hereunder and without liability for any damage or damages whatsoever.

NON-FUNDING: Should the Council for the City of Fairmont fail or refuse to budget in accordance with its budgetary and spending procedures and as required by statute any necessary funds to satisfy the consideration identified above, Purchaser may declare this Agreement null and void, terminated and cancelled and shall thereupon be released and discharged from all further obligations, liabilities and responsibilities therefor or hereunder and without liability for any damage or damages whatsoever to Seller.

COMPLIANCE WITH WEST VIRGINIA CODE: By order of the Circuit Court of Marion County, West Virginia entered March 18, 2025, in Case No. 2240-2025-G-2, styled Natalie N. Jefferis v. Charles E. Anderson, Natalie N. Jefferis was appointed as the temporary conservator for Charles E. Anderson, which temporary conservatorship was extended by subsequent order entered September 17, 2025, for a period of six months. West Virginia Code 44A-3-5 provides that a conservator shall not sell real estate without approval of the Court. Natalie N. Jefferis shall forthwith petition the Court for approval to sell the real estate to the City of Fairmont and shall comply with the provisions of West Virginia Code §44A-3-5 and all other statutory provisions providing for the sale of her protected person's real estate including the provisions of West Virginia Code §37-1-11, to the extent that the same may apply.

A certified copy of the Court's Order approving the sale of the property to the City of Fairmont, if such sale is approved, shall be attached to and recorded with the deed of conveyance.

Should the Court fail or refuse to grant approval of the sale of the real estate to the Purchaser by the Seller upon the terms and conditions herein stated, this Agreement shall be null and void, terminated and cancelled and the Parties shall thereupon be released and discharged from all further responsibilities hereunder and without liability for any damage or damages under this Agreement whatsoever, provided however, that Purchaser's right to seek reimbursement or collecting or securing the repayment of the demolition costs by any lawful means available under the Right of Entry shall not be lost, impaired or affected thereby and all such causes, rights and remedies are hereby saved unto the Purchaser.

ATTORNEYS' FEES AND LITIGATION EXPENSES. The parties hereby agree that each party shall bear its own attorneys' fees and litigation expenses for any and all disputes that may arise as a result of this Agreement.

TIME. Unless otherwise waived by the parties, time is of the essence in this agreement.

APPLICABLE LAW AND VENUE: The parties agree that should any dispute arise from this transaction, that the law of the State of West Virginia shall be applicable and that the Circuit Court of Marion County, West Virginia, shall be the proper jurisdiction and venue.

NOTICES: Any notice by either party hereto shall be in writing, and shall be deemed as having been given: (1) when deposited in the United States Mail, postage prepaid, addressed to the party being notified at the address given below or any other address which said party may from time to time hereinafter designate to the other in writing; or (2) when deposited with a nationally recognized overnight courier service, addressed to the party being notified at the address given below or any other address which said party may from time to time hereinafter designate to the other in writing:

To the Seller:
Natalie Jefferis, Conservator
2022 Outlook Drive
Pittsburgh, PA 15241
nat.jefferis@gmail.com

To the Purchaser:
Travis Blosser, City Manager
City of Fairmont
J. Harper Meredith Building
200 Jackson Street, RM 395
P.O. Box 1428
Fairmont, WV 26554
tblosser@fairmontwv.gov

BINDING EFFECT: This agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

COUNTERPARTS. This Agreement may be executed in multiple counterparts, an executed copy being retained by each party hereto and any of which is to be deemed complete in itself and may be introduced in evidence or used for any other purpose without production of the other copy.

ENTIRE AGREEMENT. This Agreement and all exhibits attached hereto contain the entire agreement and understanding of the parties related to its subject matter. No representation, promise, inducement or statement of intention has been made by any party which has not been embodied in this Agreement. This Agreement may be modified or amended only by a written instrument signed by both parties.

ACCEPTANCE. After having fully read this agreement, the foregoing is accepted and approved by the Seller and Purchaser.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective representative duly authorized.

NATALIE N. JEFFERIS, Temporary
Conservator for Charles E. Anderson

THE CITY OF FAIRMONT,
A municipal corporation,

By Travis Blosser, its City Manager,
PURCHASER

ATTEST:

Clerk
(Seal)

STATE OF WEST VIRGINIA,
COUNTY OF MARION, TO-WIT:

The foregoing instrument was acknowledged before me, this _____ day of _____, 202__, by Natalie N. Jefferis, Temporary Conservator for Charles E. Anderson, Seller.

NOTARY PUBLIC

My Commission Expires:

(Notary Seal)

STATE OF WEST VIRGINIA,
COUNTY OF MARION, TO-WIT:

The foregoing instrument was acknowledged before me, this _____ day of _____, 202__, by Travis Blosser, City Manager for the City of Fairmont, a WV municipal corporation, for and on behalf of said municipal corporation, Purchaser.

NOTARY PUBLIC

My Commission Expires:

(Notary Seal)

RIGHT OF ENTRY
(Demolition)

This Right of Entry made this 3rd day of October, 2025, by and between the City of Fairmont, West Virginia, a municipal corporation, hereinafter "City", and Charles E. Anderson, Esq., by Natalie Jefferis, his Temporary Conservator, hereinafter "Owner".

WHEREAS, Owner is the title holder of a certain parcel of real estate situate in Fairmont City District, Marion County, West Virginia, being Parcel 0168 of Marion County Tax Map 03-01, and described as PT LT 17 (58 X 82) ADAMS ST, and as more particularly described in that certain deed of record in the Office of the Clerk of the County Commission of Marion County, West Virginia, in Deed Book 1278, at page 174, hereinafter "the Property".

WHEREAS, the structure located on the Property is in a state of partial collapse and complete collapse is possible.

WHEREAS, the City has determined that the Property in its current state constitutes an imminent danger to the life, health, and safety of the public.

WHEREAS, in order to accomplish the demolition of the structure and restoration of the site to grade as an emergency measure pursuant to Section 109 Emergency Measures of the 2018 International Property Maintenance Code, which has been duly adopted by the City, it is necessary that the City have access to, from, over and across the Property.

NOW THEREFORE THESE PRESENTS WITNESSETH: That for and in consideration of the sum of \$1.00 and other good and valuable consideration hereinafter set forth the parties agree as follows:

Owner hereby grants the City of Fairmont and any independent contractor hired by it, hereinafter collectively "City of Fairmont", access to, across, upon, and over the Property, and Owner hereby grants the City of Fairmont permission and the right to enter upon said land for the purposes of performing all tasks necessary to provide for the demolition of the structure located thereon, or such portions thereof as may be deemed necessary in the sole discretion of the City, including asbestos removal, carrying away the demolition debris, and restoring the lot to grade and seeding and mulching same, hereinafter "the Work".

The City agrees that prior to or contemporaneously with entering upon Owner's real estate for purposes of the Work, it will provide notice to the Owner as requested by contacting Owner's son Ty Anderson at 304-906-6865.

Pursuant to the provisions of West Virginia Code §44A-3-4, Temporary Conservator on behalf of Charles Anderson, Esq., believes to the best of her knowledge, she has the full power and authority on behalf of Owner to grant City, its employees, agents, materialmen, suppliers, contractors, and subcontractors, the right of entry herein described; the right to use the real estate for the stated purpose; and the power and authority to execute this Right of Entry.

Owner hereby agrees that the City shall not be responsible or bear any liability for the damage to or loss of any personal property of Owner which may be on or within the Property, and Owner hereby agrees to hold the City harmless from any such damage to or loss of said personal property and Owner hereby releases and forever discharges the City

of Fairmont, its insurers, agents, officers, employees, and successors and assigns from all liability for such loss or damage.

Owner and City hereby acknowledge and agree that the consideration for this Right of Entry is that the City will provide for the demolition of said structure, or such portions thereof as may be deemed necessary in the sole discretion of the City, and the restoration of the terrain at the City's initial cost and expense; provided however, the City retains its right to file or record a lien against the Property for purposes of collecting or securing the repayment of the demolition costs and any other lawful means available to it.

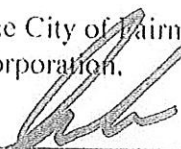
The undersigned further declare and represent that in executing this document, each of them has consulted with counsel of choice or has chosen not to consult with counsel and each of them relies solely upon the judgment, belief and knowledge of its principals relating to the nature, extent, effect and duration of the aforesaid damages and liability therefor and that this document is executed without reliance upon any statement or representation of the party released, its agents, employees, officers, attorneys, insurers or other representatives.


To the extent this right of entry contains a release and hold harmless provision, the undersigned expressly agrees that such provision is intended to be as broad and inclusive as is permitted by the law of the State of West Virginia and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

This agreement and all terms and provisions are contractual and not a mere recital.

In witness whereof the parties have executed this Agreement in duplicate, one executed copy to be retained by each party hereto and each of which shall be deemed an original for all purposes.

The City of Fairmont, a WV Municipal Corporation.


By: Travis Blosser, City Manager

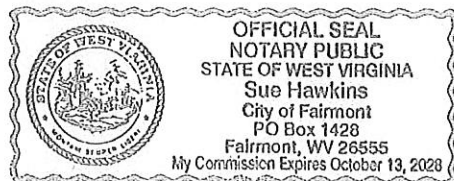

Natalie Jefferis, Temporary Conservator
for Charles E. Anderson, Esq.

STATE OF WEST VIRGINIA,
COUNTY OF MARION, TO WIT:

The foregoing instrument was acknowledged before me this 3rd day of October, 2025, by Travis Blosser, City Manager, on behalf of the City of Fairmont.


NOTARY PUBLIC

My Commission expires: 10/13/2028



STATE OF WEST VIRGINIA,
COUNTY OF MARION, TO WIT:

The foregoing instrument was acknowledged before me this 3rd day of
October, 2025, by Natalie Jefferis, Temporary Conservator for Charles E. Anderson, Esq.

Janet L. Keller
NOTARY PUBLIC

My Commission expires: Sept. 12, 2030



ITEM 2

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF FAIRMONT AMENDING AND SUPPLEMENTING SECTION 705.06 FEES OF ARTICLE 705 AMUSEMENT DEVICES OF PART SEVEN BUSINESS AND TAXATION CODE OF CHAPTER THREE TAXATION AND SERVICES CHARGES OF THE CITY OF FAIRMONT CODE TO PROVIDE FOR THE REQUIREMENT OF A CITY OF FAIRMONT GENERAL MUNICIPAL BUSINESS LICENSE

SYNOPSIS

By this proposed ordinance, pursuant to the provisions of West Virginia Code §8-13-4(b), the Council for the City of Fairmont establishes a general municipal business license in lieu of the specific license and fee for maintaining amusement devices.

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF FAIRMONT AMENDING AND SUPPLEMENTING SECTION 705.06 FEES OF ARTICLE 705 AMUSEMENT DEVICES OF PART SEVEN BUSINESS AND TAXATION CODE OF CHAPTER THREE TAXATION AND SERVICES CHARGES OF THE CITY OF FAIRMONT CODE TO PROVIDE FOR THE REQUIREMENT OF A CITY OF FAIRMONT GENERAL MUNICIPAL BUSINESS LICENSE

WHEREAS, in order to streamline the business licensing process, the City of Fairmont finds it prudent to enact a general municipal business license in lieu of the bulk of the current categories of specific business license taxes or fees.

NOW, THEREFORE, BE IT ORDAINED THAT:

Section 705.06 FEES aforesaid be and is hereby amended and supplemented as follows: (Old matter bracketed; new matter double underlined)

[An annual license fee] A General Municipal Business License to keep or maintain any automatic slot machine or device wherein the element of skill, novelty or amusement is involved, other than an automatic slot machine commonly referred to and known as a pinball machine, which is not a gambling device under the law of this State, shall be at the rate provided in Section [743.10.] 743.01.

This ordinance shall become effective thirty (30) days after adoption.

Adopted this the _____ day of _____, 2026.

MAYOR

ATTEST:

CITY CLERK

ITEM 3

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF FAIRMONT REPEALING SECTION 729 PHOTOGRAPHERS OF PART SEVEN BUSINESS AND TAXATION CODE OF CHAPTER THREE TAXATION AND SERVICES CHARGES OF THE CITY OF FAIRMONT CODE RESULTING FROM THE ESTABLISHMENT OF A CITY OF FAIRMONT GENERAL MUNICIPAL BUSINESS LICENSE

SYNOPSIS

By this proposed ordinance Council provides for the repeal of Section 729 Photographers of the Fairmont City Code. Pursuant to the provisions of West Virginia Code §8-13-4(b), Council has established a general municipal business license in lieu of the specific license and fee for Photographers which was provided by Section 729.

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF FAIRMONT REPEALING SECTION 729 PHOTOGRAPHERS OF PART SEVEN BUSINESS AND TAXATION CODE OF CHAPTER THREE TAXATION AND SERVICES CHARGES OF THE CITY OF FAIRMONT CODE RESULTING FROM THE ESTABLISHMENT OF A CITY OF FAIRMONT GENERAL MUNICIPAL BUSINESS LICENSE

WHEREAS, in order to streamline the business licensing process, the City of Fairmont finds it prudent to enact a general municipal business license in lieu of the bulk of the current categories of specific business license taxes or fees.

NOW, THEREFORE, BE IT ORDAINED THAT:

SECTION 729 PHOTOGRAPHERS aforesaid be and is hereby REPEALED in its entirety.

This ordinance shall become effective thirty (30) days after adoption.

Adopted this the _____ day of _____, 2026.

MAYOR

ATTEST:

CITY CLERK

ITEM 4

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF FAIRMONT REPEALING SECTION 745 STORES OF PART SEVEN BUSINESS AND TAXATION CODE OF CHAPTER THREE TAXATION AND SERVICES CHARGES OF THE CITY OF FAIRMONT CODE RESULTING FROM THE ESTABLISHMENT OF A CITY OF FAIRMONT GENERAL MUNICIPAL BUSINESS LICENSE

SYNOPSIS

By this proposed ordinance Council provides for the repeal of Section 745 Stores of the Fairmont City Code. Pursuant to the provisions of West Virginia Code §8-13-4(b), Council has established a general municipal business license in lieu of the specific license and fee for Stores which was provided by Section 745.

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF FAIRMONT REPEALING SECTION 745 STORES OF PART SEVEN BUSINESS AND TAXATION CODE OF CHAPTER THREE TAXATION AND SERVICES CHARGES OF THE CITY OF FAIRMONT CODE RESULTING FROM THE ESTABLISHMENT OF A CITY OF FAIRMONT GENERAL MUNICIPAL BUSINESS LICENSE

WHEREAS, in order to streamline the business licensing process, the City of Fairmont finds it prudent to enact a general municipal business license in lieu of the bulk of the current categories of specific business license taxes or fees.

NOW, THEREFORE, BE IT ORDAINED THAT:

SECTION 745 STORES aforesaid be and is hereby REPEALED in its entirety.

This ordinance shall become effective thirty (30) days after adoption.

Adopted this the _____ day of _____, 2026.

MAYOR

ATTEST:

CITY CLERK

ITEM 5

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF FAIRMONT REPEALING SECTION 747 INSURANCE COMPANIES OF PART SEVEN BUSINESS AND TAXATION CODE OF CHAPTER THREE TAXATION AND SERVICES CHARGES OF THE CITY OF FAIRMONT CODE RESULTING FROM THE ESTABLISHMENT OF A CITY OF FAIRMONT GENERAL MUNICIPAL BUSINESS LICENSE

SYNOPSIS

By this proposed ordinance Council provides for the repeal of Section 747 Insurance Companies of the Fairmont City Code. Pursuant to the provisions of West Virginia Code §8-13-4(b), Council has established a general municipal business license in lieu of the specific license and fee for Insurance Companies which was provided by Section 747.

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF FAIRMONT REPEALING SECTION 747 INSURANCE COMPANIES OF PART SEVEN BUSINESS AND TAXATION CODE OF CHAPTER THREE TAXATION AND SERVICES CHARGES OF THE CITY OF FAIRMONT CODE RESULTING FROM THE ESTABLISHMENT OF A CITY OF FAIRMONT GENERAL MUNICIPAL BUSINESS LICENSE

WHEREAS, in order to streamline the business licensing process, the City of Fairmont finds it prudent to enact a general municipal business license in lieu of the bulk of the current categories of specific business license taxes or fees.

NOW, THEREFORE, BE IT ORDAINED THAT:

SECTION 747 INSURANCE COMPANIES aforesaid be and is hereby REPEALED in its entirety.

This ordinance shall become effective thirty (30) days after adoption.

Adopted this the _____ day of _____, 2026.

MAYOR

ATTEST:

CITY CLERK

ITEM 6

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF FAIRMONT AMENDING AND SUPPLEMENTING ARTICLE 743 *SPECIFIC LICENSE TAX* OF CHAPTER THREE *TAXATION AND SERVICE CHARGES* OF PART SEVEN *BUSINESS AND TAXATION CODE* OF THE CITY OF FAIRMONT TO PROVIDE FOR A GENERAL MUNICIPAL BUSINESS LICENSE.

SYNOPSIS

By this proposed ordinance, pursuant to the provisions of West Virginia Code §8-13-4(b), the Council for the City of Fairmont establishes a general municipal business license in lieu of the bulk of the City's current categories of specific business license taxes.

By this proposed ordinance, the Council further levies a fee of Ten Dollars (\$10.00) therefor.

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF FAIRMONT AMENDING AND SUPPLEMENTING ARTICLE 743 *SPECIFIC LICENSE TAX* OF CHAPTER THREE *TAXATION AND SERVICE CHARGES* OF PART SEVEN *BUSINESS AND TAXATION CODE* OF THE CITY OF FAIRMONT TO PROVIDE FOR A GENERAL MUNICIPAL BUSINESS LICENSE.

WHEREAS, pursuant to the provisions of West Virginia Code §8-13-4(b) a municipality may, in lieu, of specific business license taxes or fee, enact an ordinance creating an annual general municipal business license for anything which requires a state license that is done within the corporate limits of a municipality.

WHEREAS, in order to streamline the business licensing process, the City of Fairmont finds it prudent to enact a general municipal business license in lieu of the bulk of the current categories of specific business license taxes or fees.

NOW, THEREFORE, BE IT ORDAINED THAT:

Article 743 Specific License Tax of Chapter Three Taxation and Services Charges of Part Seven Business and Taxation Code be and is hereby repealed in its entirety: (Old matter bracketed; new matter double underlined)

ARTICLE 743 [SPECIFIC LICENSE TAX] GENERAL MUNICIPAL BUSINESS LICENSE

743.01 LICENSE[S] REQUIRED; LEVY OF FEE[S].

(a) No person [shall, without a City license, engage in or prosecute, within the City, any of the businesses, activities, trades, or employments named in this article] required to obtain a business registration certificate from the State Tax Commissioner of the State of West Virginia pursuant to West Virginia Code 11-21-1 et seq., shall engage in or prosecute any business activity within the corporate limits of the City of Fairmont without first obtaining a City of Fairmont General Municipal Business License. The City of Fairmont General Municipal Business License Fee [license fees] specified in this article are hereby levied on every person engaging in or prosecuting within the City any such businesses, activities, trades or employments.

(b) The City of Fairmont General Municipal Business License Fee shall be Ten Dollars (\$10.00) for each annual City of Fairmont General Municipal Business License for each City of Fairmont General Municipal Business License issued on or after July 1, 2026.

743.02 BILLIARD OR POOL TABLES.

(a) A City of Fairmont General Municipal Business License shall be required to [The annual license fee to] keep or maintain a billiard, pool or bagatelle table, or table of like kind, for public use, where any charge is made for the use of the same. [, shall be twenty-five dollars (\$25.00); but, if more than one of such tables is kept or maintained in the same building by the same person, the fee shall be twenty-five dollars (\$25.00) for the first one and fifteen dollars (\$15.00) for each additional one.]

(b) The licensee, his agents or employees shall not permit any person in any manner to bet or wager anything of value upon any game played upon such tables. Such licensee, his agents or employees shall not permit anyone to bring any intoxicating liquors of any kind into such building or other place where such alleys are located.

(c) Persons keeping or maintaining billiard, pool or bagatelle tables, or other tables of like kind, their agents or employees, shall not permit any person under the age of eighteen years to play at such tables and shall not permit any such person under the age of eighteen years to remain or loiter, whether playing at such tables or not, in the room where such tables are located.

743.03 CIRCUSES AND CARNIVALS.

(a) A City of Fairmont General Municipal Business License shall be required to [The City tax on every license to] exhibit a circus or menagerie, or a circus and menagerie combined, or wild west show; [, shall be fifty dollars (\$50.00) for each exhibition. The City tax on every license] to exhibit a trained animal or dog and pony show; [, shall be twenty dollars (\$20.00) for each exhibition. The City tax on every license] to exhibit a side show in the vicinity of any other show; or [, shall be ten dollars (\$10.00). The City tax on every license] to exhibit a street or other carnival, or any show connected with a County or other fair. [, shall be five dollars (\$5.00) a week for each separate entertainment or exhibition for which a fee is charged.]

[(b) The City tax on cane rack, doll baby rack, knife rack, striking machine, jingle board, punch board, artful dodger, candy wheel, or other scheme or device, by which merchandise or other things of value are disposed of by game of chance or like device, when such device is located in the vicinity of a street fair or carnival shall be ten dollars (\$10.00) a day. The City tax on every license to exhibit any other show shall be ten dollars (\$10.00).]

(c) Every show, exhibition or performance, such as is described in this section, whether under the same canvass or not, shall be construed to require a separate license therefor, whether exhibited for compensation or not; and upon any such show, exhibition or performance being concluded, so that an additional fee for admission be charged in lieu of a check authorizing the holder to re-enter without charge, it shall be construed to require an additional license for any further or other show, exhibition or performance.

[743.04 COLLECTION AGENCIES.

The annual fee for every license to carry on or practice the business of a collection agency shall be twenty dollars (\$20.00).]

[743.05 EMPLOYMENT AGENTS.

The annual license fee to conduct the business of an employment agent, to receive applications for employment, and to hire or contract with persons for employment shall be one hundred dollars (\$100.00), excepting from the payment of such annual license fee an agency or registry for the employment of nurses, practical nurses or undergraduate nurses. When used in this section, "employment agent" includes the same persons as defined in West Virginia Code 21-2-4.]

[743.06 FORTUNETELLERS.

The fee for an annual license to act as a fortuneteller, palmist, phrenologist, spiritualist, medium, clairvoyant, mind reader, or any other person who performs the art or profession of telling the past or forecasting the future shall be two hundred dollars (\$200.00). (1968 Code §14-23)]

[743.07] 743.04 HAWKERS AND PEDDLERS.

A City of Fairmont General Municipal Business License shall be required to [The annual fee for every license to] act as hawker or peddler. [, if the person travels without a vehicle, shall be ten dollars (\$10.00); if he travels with a vehicle of not more than one-half ton capacity, such fee shall be fifteen dollars (\$15.00); if he travels with a vehicle of not more than one ton capacity, such fee shall be twenty-five dollars (\$25.00); if he travels with a vehicle of more than one ton capacity but not exceeding two tons' capacity, such fee shall be seventy-five dollars (\$75.00); if he travels with a vehicle of more than two tons' capacity but not exceeding three tons' capacity, such fee shall be one hundred fifty dollars (\$150.00); and if he travels with a vehicle of more than three tons' capacity, such fee shall be two hundred fifty dollars (\$250.00), plus one hundred dollars (\$100.00) for each additional ton or fraction thereof over four tons' capacity; and the person licensed shall pay at the same rates for each and every vehicle.] The other provisions of any municipal ordinance and the law of the State governing hawkers and peddlers shall be applicable and the exemptions therein provided shall also apply.

743.08 743.05 JUNK DEALERS AND AGENTS.

(a) A City of Fairmont General Municipal Business License shall be required to [The annual fee for every license to] carry on the business of a junk dealer. [shall be twenty-five dollars (\$25.00). The annual license fee for every agent, solicitor, canvasser or salesman appointed by any junk dealer for the purpose of buying junk shall be ten dollars (\$10.00).]

(b) Every junk dealer licensed under this article shall certify to the City Clerk the names of the agents for whom he desires a license certificate and he shall give to each agent so employed by him a certificate of authority, which certificate such agent shall at all times keep with his license, and no such junk dealer's agent's license shall be valid and effective without such certificate of authority.

[743.09] 743.06 PAWNBROKERS.

(a) A City of Fairmont General Municipal Business License shall be required to [The annual fee for each license to] practice the business of a pawnbroker. [shall be one hundred dollars (\$100.00).]

(b) The word "pawnbroker" as used in this section shall include any person engaged in the business of lending money on deposit or pledge of personal property or other valuable thing, other than securities or printed evidence of indebtedness, or in the business of purchasing personal property such as articles made of or containing gold, silver, platinum, or other precious metals or jewels of any description for the purpose of reducing or smelting them into any form different from their condition or construction when purchased, and/or reselling or marketing the product.

(c) All pawnbrokers licensed pursuant to this section and West Virginia Code Section 61-3-51 shall keep a separate record book, open to inspection by the Chief of Police or his designee, in which shall be written in the English Language at the time of such pledge, purchase or exchange of any such article, a description thereof, including any model number, serial number and other identification numbers, if applicable, and the name, description, telephone number, and residence of the pledgor or person from whom such property was purchased and received which shall be ascertained by requiring an identifier issued by a governmental agency with a photograph of the subject and one other corroborating means of identification, which shall be photocopied by the pawnbroker at the time the transaction is made, with a copy delivered to the Chief of Police or his designee. Each entry shall be numbered consecutively commencing with the number one (1).

(d) When a pawnbroker purchases personal property such as articles made of or containing gold, silver, platinum, or other precious metals or jewels of any description for the purpose of reducing or smelting them in any form different from their condition or construction when purchased, and reselling or marketing the product, shall keep the personal property in its original form for a period of ten (10) days before it may be altered in any way.

(e) A tag shall be attached to such article in some visible and convenient place with the number thereupon corresponding to the entry number of such record book.

(f) All pawnbrokers shall provide the Chief of Police or his designee with a copy of or summary of the records required to be kept as hereinabove described at such times and in such form as shall be designated by the Chief of Police

(g) Whoever violates any provision of this section shall be guilty of a misdemeanor and upon conviction thereof shall be fined not more than five hundred dollars (\$500.00).

[743.10 FEES FOR SLOT MACHINES AND AUTOMATIC DEVICES.

(a) Parcel Checking Devices. The annual license fee to keep or maintain an automatic baggage or parcel checking machine or device which is used for the storage of baggage or parcels of any character, shall be fifty cents (50¢) for each section of any such device which is operated on the coin-in-the-slot principle.

(b) Automatic Toilet Lockers. The annual license fee to keep or maintain any automatic toilet locker or device shall be fifty cents (50¢) for

every such locker or device.

(c) Amusement, Music and Merchandise Devices. For any penny slot chewing gum machine so kept and maintained which is operated by any charitable or benevolent organization in the furtherance of its charitable or benevolent functions, the annual license fee will be fifty cents (50¢) per machine so used and operated and no other fees or charges shall be made therefor.

The annual license fee to own and operate a total of twenty or more coin-operated amusement or music devices of the following types shall be: one cent devices, fifty dollars (\$50.00); five cent devices, one hundred dollars (\$100.00); ten cent devices, two hundred twenty-five dollars (\$225.00); over ten cent devices, three hundred dollars (\$300.00). The operator of more than one type of such devices shall pay the highest fee prescribed. The license fee to own and operate less than twenty amusement or music devices shall be upon a per device basis as follows: one cent devices, two dollars (\$2.00) five cent devices, five dollars (\$5.00); ten cent devices, ten dollars (\$10.00); over ten cent devices, twelve dollars and fifty cents (\$12.50). Any device taking more than one denomination of coin shall be licensed on the basis of the largest denomination of coin taken or the total of the coins necessary to make the device function or operate.

The annual license fee to own and operate a total of twenty or more coin-operated merchandise or service devices of the following types shall be: one cent devices, fifty dollars (\$50.00); five cent devices, one hundred dollars (\$100.00); ten cent devices, one hundred fifty dollars (\$150.00); over ten cent devices, two hundred fifty dollars (\$250.00). The operator of more than one type of such devices shall pay the highest fee prescribed. The license fee to own and operate less than twenty merchandise or service devices shall be upon a per device basis as follows: one cent devices, two dollars (\$2.00); five cent devices, five dollars (\$5.00); ten cent devices, ten dollars (\$10.00); over ten cent devices, twelve dollars and fifty cents (\$12.50). Any device taking more than one denomination of coin shall be licensed on the basis of the largest denomination of coin taken or the total of the coins necessary to make the device function or operate.
(1968 Code §14-27)]

[743.11 CONTENTS OF APPLICATION; LICENSE CERTIFICATE; LICENSE STAMPS; DISPLAY OF NAME.

Applications for licenses required for slot machines and automatic devices, the fees for which are established by Section 743.10, shall contain the number of such machines or devices to be kept or maintained by the licensee within this City during the ensuing license year. One license certificate shall be issued to each person keeping or maintaining such machines or devices as aforesaid, but the Finance Director shall issue to any such licensee a stamp or other evidence of license for each such machine or device, which stamp or other evidence of license shall be securely attached to the side or front of each such machine or device properly protected and plainly visible. Every such machine or device shall also bear on the side or front thereof so as to be plainly visible the name and address of the person keeping or maintaining such machine or device.
(1968 Code §14-28)]

[743.12 WHEN LICENSE NOT REQUIRED.

Except where the principal business of the operation of a store is the operation of machines or devices for which a license fee is prescribed by Section 743.10, no license fee shall be required of persons keeping or maintaining such machines or devices owned by them in their own licensed stores; provided, however, that any person exempt from such license shall obtain from the Finance Director, a license receipt, stamp or other evidence of exemption, at a cost not to exceed fifty cents (50¢) each, showing that he is so exempt, which shall be effective for the period as provided for annual license in this article; but to obtain such license receipt or other evidence of exemption, he shall make an affidavit and produce such other evidence as to the facts entitling him to such exemption as the Director, in his discretion, may require, which shall be on a form to be prescribed by the Director. (1968 Code §14-29)]

[743.13 LICENSING DUTY; SEALING, IMPOUNDMENT AND SALE OF UNLICENSED MACHINES.

The proprietor or owner of the business conducted in the place where any machine for which a license fee is prescribed by Section 743.10 is kept or maintained is charged with the responsibility of satisfying himself that the stamp or other evidence of license, provided for by Section 743.11, is so attached before permitting its installation in his place of business and in the event the owner of any automatic machine or device refuses, neglects or fails to pay the license fee due upon any such machine or device, then the proprietor or owner of the business conducted in the place where such machine is installed, operated or maintained shall be liable for the payment of such license fee, and upon his refusal or failure to pay such fee the Finance Director or his agent may take such machine or device into possession, and such machine or device shall be impounded or sealed in the same manner as prescribed by State law until such license fee is paid. In the event the license fee and penalty, together with a sealing fee of ten dollars (\$10.00) for each machine or device so sealed, are not paid to the Director within thirty days after the date of such sealing or impounding, then the Director shall sell such machine or device in the manner provided by law for the sale of personal property for taxes, and from the proceeds thereof shall discharge and pay the license fee due on such machine or device and his costs, including costs of sealing, impounding, storage, penalties and other fees due the City and the Director, and the balance, if any, shall be forfeited to the City.] (1968 Code §14-30)

[743.14 EXCLUDED MACHINES.

"Slot machine", when used in Sections 743.10 to 743.13 shall not include any pay telephone or postage stamp vending machines operated on the coin-in-the-slot principle. (1968 Code §14-31)]

[743.15 SMALL LOAN COMPANIES.

The fee for an annual license to conduct and operate a small loan company shall be one hundred dollars (\$100.00). (1968 Code §14-32)]

[743.16 THEATERS AND PUBLIC SHOWS.

A theater, opera house or other permanent place for public shows may be kept or maintained upon the payment of a license fee of forty dollars (\$40.00) for three months, sixty dollars (\$60.00) for six months, or one hundred dollars (\$100.00) for one year. (1968 Code §14-33)]

[743.17] 743.07 CERTAIN PERFORMANCES EXEMPT.

The provisions of this article shall not apply to literary, dramatic, musical or benevolent societies within the City, and shall not apply whenever the theatrical performance, opera, moving picture show, nickelodeon or other public show, is conducted by a school or church or is a bona fide performance by a benevolent or charitable institution or military company. (1968 Code §14-34)

[743.18 TRADING STAMPS.

The annual fee for every license to sell to merchants trading stamps, premium stamps, or stamps or certificates of like nature or character, or undertake with merchants to redeem such stamps or certificates in money or goods, shall be one hundred seventy-five dollars (\$175.00). (1968 Code §14-35)]

[743.19] 743.08 DOG LICENSE.

(a) There is hereby levied and imposed an annual head tax of five dollars (\$5.00) per dog upon every person, firm or corporation, who owns, keeps or allows to be kept any dog within the City.

(b) The County Assessor shall have the authority as provided by State statute to collect the aforesaid tax and deduct such commission as shall be allowed by law prior to turning over taxes to the Finance Director.

(c) The County Dog Warden and City Dog Warden shall have the authority as provided by State statute to impound dogs for delinquent tax payments, impose such fees as allowed by law, and to dispose of dogs for which no tax is paid as provided by law. (Ord. 547. Passed 8-18-81.)

[743.20 FEES FOR CERTAIN TRADES, PROFESSIONS OR OCCUPATIONS.

(a) General Provisions. There shall be a license fee of fifteen dollars (\$15.00) which license fee or tax shall be imposed, on an annual basis, upon each person practicing in the following trades, professions or occupations within the City. The fees shall be in the amounts listed below and shall enable the payer to purchase a license to engage in the trade, profession or occupation for one year unless some other fee period is indicated, in which case the fee will purchase a license for that period.

- (1) Architects.
- (2) Attorneys.
- (3) Auctioneers.
- (4) Barbers, beauticians, manicurists.
- (5) Chiropractors.
- (6) Dentists.
- (7) Engineers.

- (8) Foresters.
- (9) Landscape architects.
- (10) Land surveyors.
- (11) Midwives.
- (12) Nursing homes.
- (13) Occupational therapists.
- (14) Optometrists.
- (15) Osteopaths, physicians and surgeons.
- (16) Pharmacists.
- (17) Physical therapists.
- (18) Physicians, surgeons, Podiatrists.
- (19) Private detectives and investigators.
- (20) Psychologists.
- (21) Radiological technicians.
- (22) Real estate brokers.
- (23) Real estate salesmen.
- (24) Veterinarians.

(b) Hearing Aid Fitters. Any person, natural or artificial (individual or business), engaged in the position of dealing in or fitting hearing aids shall be required to pay an annual license fee of fifteen dollars (\$15.00).

(c) Dental Corporations. An annual license fee of twenty-five dollars (\$25.00) is imposed on each dental corporation for the privilege of doing business.

(d) Medical Corporations. An annual license fee of twenty-five dollars (\$25.00) is imposed on each medical corporation for the privilege of doing business.

(e) Nursing Homes and Personal Care Homes. Upon nursing homes and personal care homes, there is imposed a license fee equal to one dollar (\$1.00) per bed.

(f) Other Service Business. An annual license fee of fifteen dollars (\$15.00), which license fee or tax shall be imposed on any other service business for which a business franchise certificate is required by the State pursuant to West Virginia Code 11-12-2 et seq.]

[(g) Exemptions.] 743.09 OTHER EXEMPTIONS: No such license fee shall be required in the case of any person(s) exempt from the City Business and Occupation Tax liability.

This ordinance shall become effective thirty (30) days after adoption.

Adopted this the _____ day of _____, 2026.

MAYOR

ATTEST:

CITY CLERK

ITEM 7

ORDINANCE NO _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF FAIRMONT, WEST VIRGINIA, APPROVING THE TERMS AND CONDITIONS OF THAT CERTAIN COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, LOCAL NO. 1-02, AND THE CITY OF FAIRMONT TO BE EFFECTIVE MARCH 11, 2026, AND ENDING MARCH 11, 2031, AND FURTHER AUTHORIZING AND EMPOWERING THE CITY MANAGER TO EXECUTE AND DELIVER SAID AGREEMENT ON BEHALF OF THE CITY OF FAIRMONT.

SYNOPSIS

This proposed ordinance provides Council's approval of the terms and conditions of that certain Agreement by and between the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local 1-02 and the City of Fairmont to be effective March 11, 2026, and ending March 11, 2031. Said Agreement sets forth the basic agreement covering the terms and conditions of employment for employees of the City of Fairmont who are members of the collective bargaining unit. A copy of the Agreement is attached and made a part of said ordinance.

The Agreement has been approved by the members of Local 1-02 by majority vote of its members on January 12, 2026.

This proposed ordinance provides the City Manager with authority to execute and deliver said agreement on behalf of the City of Fairmont.

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF FAIRMONT, WEST VIRGINIA, APPROVING THE TERMS AND CONDITIONS OF THAT CERTAIN COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, LOCAL NO. 1-02, AND THE CITY OF FAIRMONT TO BE EFFECTIVE MARCH 11, 2026, AND ENDING MARCH 11, 2031, AND FURTHER AUTHORIZING AND EMPOWERING THE CITY MANAGER TO EXECUTE AND DELIVER SAID AGREEMENT ON BEHALF OF THE CITY OF FAIRMONT.

WHEREAS, West Virginia Code §8-5-11 empowers the governing body of the City of Fairmont with the authority to determine and prescribe the positions, number, tenure, qualifications, requirements, powers, and duties of all municipal employees and the City of Fairmont has by ordinance previously determined and prescribed for such employees.

WHEREAS, it appears that certain employees employed by the City of Fairmont desire that the City continue to recognize the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, (formerly USWA), Local 1-02, as the collective bargaining representative of said employees.

WHEREAS, in order that the City and the members of Local 1-02 may continue to work together in harmony and in order that any matter which may arise between Local 1-2 and the City may be settled in an orderly fashion, the parties have entered into negotiations and said negotiations have culminated in that certain Agreement to be effective March 11, 2026, and ending March 11, 2031, a copy of which is attached hereto.

WHEREAS, said Agreement will promote harmony and efficiency and improve relationships between the members of Local 1-02 and the City, and the Agreement sets forth the basic terms and conditions of employment.

WHEREAS, the members of Local 1-02 by a vote of majority of said members at a meeting duly noticed and held on January 12, 2026, have ratified, confirmed, and approved the terms and conditions of said Agreement.

WHEREAS, West Virginia Code §8-12-5 provides that the governing body of every municipality shall by ordinance fix or cause to be fixed the compensation of every municipal officer and employee.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF FAIRMONT THAT:

SECTION 1. APPROVAL: The Council for the City of Fairmont, after a review of same, does hereby approve of the terms and conditions of that certain Agreement by and between the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local 1-02 and the City of Fairmont to be effective March 11, 2026, and ending March 11, 2031, a copy of which is attached hereto and the terms of which are made a part hereof as if fully set forth verbatim herein; provided however, that the final document will contain additional stylistic changes to accommodate a gender neutral pronoun.

SECTION 2. AUTHORIZATION/RATIFICATION: That the City Manager for the City of Fairmont be and is hereby authorized and empowered to execute and deliver the aforesaid agreement on behalf of the City of Fairmont, all with such change or changes from the respective form as approved hereunder as the City Manager executing the same may approve, such approval and the propriety and necessity of said changes to be conclusively evidenced by the execution thereof.

SECTION 3. EFFECTIVE DATE: This Ordinance shall take effect thirty days after adoption.

Adopted this the _____ day of _____, 2026.

MAYOR

ATTEST:

CITY CLERK

COLLECTIVE BARGAINING AGREEMENT

UNITED STEELWORKERS

AFL-CIO-CLC

LOCAL 1-2

AND

THE CITY OF FAIRMONT

MARCH 11, 2026

Through

MARCH 11, 2031

UNITED STEELWORKERS COLLECTIVE BARGAINING AGREEMENT (3/11/26 – 3/11/31)

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AGREEMENT

This Agreement dated February 10, 2026, is made and entered into by and between THE CITY OF FAIRMONT and the UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, on behalf of its Local Union No. 1-02, (the "Union or USW"). Except as otherwise expressly provided herein, the provisions of the Agreement shall become effective on March 11, 2026, and shall end on March 11, 2031.

WITNESSETH:

WHEREAS, it appears that the majority of the employees of the City of Fairmont desire that the City recognize the Union as the collective bargaining representative of certain employees of the City; and

WHEREAS, in order that the City and the Union may continue to work together in, harmony and in order that any matter which may arise between the Union or the workers and the City may be settled in an orderly fashion, the parties hereto agree as follows:

ARTICLE 1
PURPOSE AND SCOPE

1-1 COVERAGE

It is the intent and purpose of the parties hereto that this Agreement will promote harmony and efficiency and continue enhancing the relationships between the members of the Union and the City and to set forth herein the basic Agreement covering certain rates of pay, hours of work, and other terms and conditions of employment to be observed by the parties hereto.

1-2 RECOGNITION

The City recognizes the Union as the collective bargaining representative in dealing with the employees in the bargaining unit consisting of all the employees of the City with the exception of:

- a. Division Department Heads, superintendents and/or supervisors, if any, their assistants and employees;
- b. The City Manager, City Attorney, their assistants and employees, and any professional accountants, engineers or consultants;
- c. Director of Finance, City Clerk, Finance Department and their assistants and employees;

- d. Elective officers, police officers and firefighters, Police and Fire Chiefs.
- e. All other officers and/or employees acting in capacities or performing duties similar or comparable to the foregoing positions and newly created similar positions.

1-3 MANAGEMENT AND DIRECTION OF WORKING FORCES

Except as specifically limited by the provisions of this Agreement, the City reserves and retains unimpaired the exclusive right to govern the City and to direct, control and schedule its operation and work force. Such prerogatives shall include, but not be limited to, the right to hire, select, and determine the number of its employees (including the number assigned to any particular work) promote, layoff, assign, transfer, discharge or discipline for just cause, maintain discipline and efficiency of operation, make and enforce reasonable rules and regulations governing the conduct and acts of employees during work hours, determine the location and types of operation, determine and schedule when overtime-shall be worked, install or remove equipment, determine the methods, procedures, and materials to be utilized, determine work duties and qualifications of employees, discontinue, subcontract, reorganize or combine operations and/or any part of operations, introduce new and improved methods and facilities, train employees, determine work performance levels and standards of performance of employees.

- 1-4 The selection of management and supervisory personnel shall be the sole responsibility of the City.
- 1-5 An employee may be required to perform any class of work, provided: 1) the employee will receive the highest rate for a minimum of four (4) hours; and 2) the assignment will not result in any unsafe or hazardous condition; and 3) the assignment will not be used for the purpose of favoritism, discrimination or intimidation.

1-6 NEGOTIATION OF EXCLUDED MATTERS

Any matter pertaining to rates of pay, hours, and other terms and conditions of employment not covered by this Agreement and/or the Personnel Rules and Regulations set forth in City ordinance, as amended, and not determined in the negotiation of this Agreement, is subject to negotiation between the City and the Union.

1-7 CONTRACTING OUT SERVICES

The City agrees to review its practice of contracting out services normally performed by the bargaining unit. Department heads will meet with employees of a department when the City is contemplating contracting out a project. (Example: Water and Sewer Departments).

- 1-8 Management and supervisory personnel will not perform any class of work which is done by a union employee, except in an emergency or other immediate need for the promotion of the health, safety, and welfare of City residents, business, or visitors as deemed appropriate by the supervisor and/or City management.

ARTICLE 2
UNION CHECKOFF

2-1 CHECKOFF

The City agrees to deduct from the wages of an employee, when such employee makes a request of the City in a form acceptable to the City, the monthly dues, any assessment(s) and initiation fee(s) of the Union, in the amounts designated by the Union, and as determined by the Union's International Secretary Treasurer. In addition, the City agrees to deduct any voluntary contributions from the employee made to the Union Political Action Committee (PAC). Said deduction(s) shall be made out of the second payroll period or the earliest subsequent payroll period for each month and immediately forwarded or delivered to the International Secretary Treasurer of the Union at the address which he authorizes for that purpose.

- 2-2 The City further agrees to forward a list of all bargaining unit employees, including hires and a list of changes and terminations, initially and each month such list changes, to the International Secretary Treasurer, the Staff Representative, the Local Union Recording Secretary and the Financial Secretary of the Local Union, and that the transmittal of said list shall be simultaneous with the transmittal of the deductions for such month. Such list shall indicate which of the employees, whose names appear hereon did or did not pay (1) regular dues and (2) initiation fees.

- 2-2.1 The City agrees to provide newly hired bargaining unit employees with the "United Steel Workers Union – Local 1-2 Notification of New Hire" in the form attached. A copy of the form will be simultaneously provided to the local union president. The employee and a union representative will schedule a time that is mutually agreed upon by the employee and the employee's supervisor to discuss union benefits.

- 2-3 Applicable deductions shall be made from the payment due to any employee whose employment with the City shall have been terminated at the time of the specified dues deduction date of any month and who receives a prepayment of wages applicable to the absence.

2-4 INDEMNIFICATION

The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the City for the purpose of complying with the provisions of this Article.

**ARTICLE 3
WORK SCHEDULE**

3-1 HOURS OF WORK

The work week shall be the period of time from 11:00 p.m. Sunday night to 11:00 p.m., the following Sunday night, except the Filtration Plant Operators whose work week shall be from 6:00 a.m. Sunday to 6:00 a.m. the following Sunday.

3-2 PAYROLL PERIOD

The payroll period shall include two work weeks. All employees covered under this agreement shall be paid on a bi-weekly payroll schedule as established by the City.

3-3 The work day shall be the twenty-four (24) hour period from 11:00 p.m. on any given night to 11:00 p.m. the following night, except the Filtration Plant shall be the twenty-four (24) hour period from 6:00 a.m. on any given day to 6:00 a.m. the following day.

3-4. SCHEDULING

The normal hours of work shall be:

<u>UNIT PUBLIC WORKS</u>	<u>LENGTH WK. DAY/ WK. WEEK</u>	<u>NORMAL WORK PERIOD</u>	<u>½ HOUR PAID LUNCH PERIOD Approximate Times</u>
Street Dept.	8 hrs./40 hrs.	#1 11:00 PM - 7:00 AM #2 7:00 AM - 3:00 PM #3 3:00 PM - 11:00 PM	#1 3:00 AM - 3:30 AM #2 11:30 AM - 12:00 Noon #3 7:00 PM - 7:30 PM
Central Garage	8 hrs./40 hrs.	7:00 AM - 3:00 PM	11:30AM -12:00PM
Parks & Rec.	8 hrs./40 hrs. Summer 10hrs -4 days/ 40 hrs.	7:00 AM - 3:00 PM	11:00 AM - 11:30 AM
Traffic	8 hrs./40 hrs.	6:00 AM – 2:00 PM	11:00 AM - 11:30 AM

<u>UNIT UTILITIES or OTHER</u>	<u>LENGTH WK. DAY/ WK. WEEK</u>	<u>NORMAL WORK PERIOD</u>	<u>½ HOUR PAID LUNCH PERIOD</u>
Automotive Ser.	8 hrs./40 hrs.	6:30 AM - 2:30 PM	Between 11:00 AM-11:30 AM
SANITARY SEWER			
Lines Dept.	8 hrs./40 hrs.	7:30 AM - 3:30 PM	11:30 AM - 12:00 Noon

Plant WWTP	8 hrs./40 hrs.	7:00 AM - 3:00 PM 3:00 PM - 11:00 PM	During Shift During Shift
<u>WATER</u>			
T & D Lines	8 hrs./40 hrs.	7:30 AM - 3:30 PM	11:30 AM - 12:00 Noon
Meter Reader Customer Service	8 hrs./40 hrs.	7:30 AM - 3:30 PM	11:30 AM - 12:00 Noon
Water Pumping Treatment	8 hrs./40 hrs. (Day Shift)	#1 6:00 AM - 6:00 PM* #2 6:00 PM - 6:00 AM* (Shift Operators)	During Shift During Shift
Storm Water	8 hrs./40 hrs.	7:30 AM – 3:30 PM	11:30 AM – 12:00 Noon

The above referenced starting and quitting times in any department may be changed, at the request of the employees, if a majority of employees and the City agree. This provision is not intended to infringe upon the City's management rights in any way.

3-5 The net result of the scheduling shall be to provide a 40-hour work week, and a one-half hour paid lunch period for all employees. In specific cases in which the employee desires to work a 37 1/2-hour work week without a one-half (1/2) hour paid lunch period, this may be approved if authorized by the Department Head and approved by the City Manager. However, in no event shall an employee receive a paid lunch hour greater than one-half (1/2) hour and have a scheduled work week less than forty (40) hours.

3-6 OPTIONAL FOUR 10-HOUR DAYS WORK WEEK

Employees may work four 10-hour days instead of five 8-hour days if this is mutually acceptable to the City and a majority of the employees affected. The work period and the work days must be approved by a majority of the affected employees and the City before such a program is put into effect.

*WATER PUMPING/TREATMENT SCHEDULE
(12 Hour Shift)

WEEK	SUN	MON	TUE	WED	THUR	FRI	SAT
1 A-B 36hr D-C 48hr	A B	C D	C D	A B	A B	C D	C D
2 B-A 48hr D-C 36hr	C D	B A	B A	C D	C D	B A	B A
3 A-B 36hr D-C 48hr	B A	D C	D C	B A	B A	D C	D C
4 D-C 36hr B-A 48hr	D C	A B	A B	D C	D C	A B	A B

ARTICLE 4
OVERTIME AND PREMIUM PAY

4-1 ADMINISTRATION

The Superintendent and/or Manager may prescribe reasonable periods of overtime work to meet operational needs and may authorize such supervisory employees as he shall designate to act for him in requiring overtime work. Such overtime shall be reported and justified as required by the City. Complete records of overtime and rejected overtime opportunities of employees shall be maintained by the City.

4-2 Employees are expected to work overtime to perform those normal functions of their department which, by their nature must be performed at other than the regularly scheduled hours. If employees fail to so respond, qualified employees in the department shall be required to work overtime in reverse order of seniority. Employees called out to work during hours that the City of Fairmont is shut down due to a Governor or City Manager declared State of Emergency, will be paid time and one-half for all hours worked during that State of Emergency, unless any of the following contract provisions dictate a greater payment of overtime under such circumstances.

4-3 DAILY OVERTIME

Time and one-half (1 1/2) shall be paid for all hours worked in excess of the number of hours specified in Article III as constituting the applicable work day.

4-4 WEEKLY OVERTIME SATURDAY AND SUNDAY WORK

Unless a bargaining unit employee's work week includes regularly scheduled Saturday and/or Sunday work as part of his/her normal forty-hour work week, overtime pay for such Saturday and/or Sunday Work will be paid as follows:

4-5 Time and one-half (1 1/2) shall be paid for all hours worked on Saturday if such hours are not part of the employee's regular work schedule.

4-6 Double (2) time shall be paid for all hours worked on Sunday if such hours are not part of the employee's regular work schedule.

4-7 HOLIDAY PAY

Double (2) time shall be paid for all hours worked on a holiday, in addition to holiday pay.

4-8 When a holiday falls within an employee's normal working schedule, hours that he would have worked shall be included when determining weekly overtime.

4-9 An employee scheduled to work Easter Sunday will be paid double time (2X) for all hours worked.

4-10 SHORT TURN AROUND OVERTIME

An employee will be paid at time and one-half (1 1/2) for all hours worked on the shift to which they report after the completion of a call-out which ended less than ten (10) hours before the start of such shift. This provision will not apply to suit the convenience of the affected employee.

4-11 DISTRIBUTION OF OVERTIME

All employees of equal classification shall have an equal division of overtime opportunity if practicable. A departmental overtime opportunity sheet shall be posted and maintained showing overtime worked and rejected and by whom. All overtime worked by the employee shall be listed on the overtime opportunity sheet.

4-12 NO PYRAMIDING

Notwithstanding the foregoing provisions of this Article, there shall be no pyramiding or duplication of any overtime or premium pay. In the event that overtime and/or premium pay is applicable to the same hours under any two or more provisions of this Agreement, only the single highest overtime or premium payment required under any one provision of this Agreement shall be paid.

4-13 LUNCH

The City will provide lunch for any employee working four or more hours in addition to their regular shift or is called back to work prior to eating supper/dinner.

4-14 Shift operators' hours worked over scheduled hours will be paid as overtime.

4-15 OVERTIME DISTRIBUTION PROTOCOL

a. When an employee is hired or an existing employee transfers to a new department, they shall be credited with the highest amount of overtime in that department.

b. When Overtime is needed, supervisors will act as follows:

i. Require shift continuation by first using the employees on the job already performing the work on straight time. If more employees are needed to work;

ii. Supervision will next go to the employees who are on call-out for that week, if any. If more employees are needed to work;

iii. Supervision will go to the overtime distribution (OTD) list and call the employee in the classification needed that has the lowest total overtime on the list. This step will continue until the job(s) are filled.

iv. In addition, the following are applicable

- Employees who work the job will have the hours worked posted to the OTD list. The OTD list will be posted in several work areas.

- Employees who turn down the work or cannot be reached will be charged the hours worked as if they had worked the job. The hours will be posted to the OTD list.
- Two calls will be made to the employee, one to their primary phone number and, if that fails, one to a second phone number, if available. The time allowed for call back will vary as determined by management based upon the urgency of the work to be done.
- A new OTD list will be posted every week. Supervisors will use the latest posted OTD list.
- The OTD list will be zeroed out on January 1 of each year, subject to seniority rights provided by this Agreement.

ARTICLE 5
REPORTING OFF

5-1 REPORTING OFF

An employee shall notify the supervisor of the department in which they work, or other designated individual approved by the supervisor or the utility manager, before starting time of the first day, if possible, that they will be unable to report for work. An employee reporting late for work, shall notify the supervisor of the department in which they work, or other designated individual approved by the supervisor of the utility manager, before starting time. Repeated violation of this provision will be a cause for discipline, including discharge.

- 5-2 All unauthorized and unreported absences shall be considered absence without leave and deduction of pay shall be made for the period of absence. Such absence may be made the grounds for disciplinary action. One (1) day of absence without leave shall be construed and accepted as resignation from the City service. The department head shall request the Manager to suspend with intent to terminate any employee absent one day without leave. An employee who calls in within twenty-four (24) hours of the end of the scheduled work day missed and provides adequate and substantial proof that this absence falls within the prescribed rules and regulations for leaves of absences shall not have their employment terminated.

- 5-3 Notwithstanding any other provision of this CBA to the contrary, no employee shall be entitled to report off under Article 5 of the CBA or utilize vacation leave under Article 9 of the CBA unless such employee at least 24 hours before their scheduled start time on the day for which they seek to report off or utilize vacation leave shall notify the supervisor of the department or other designated individual approved by the supervisor or utility manager in which they work and request to report off or utilize vacation leave by either: 1) calling the supervisor's, or other designated individual approved by the supervisor or the utility manager, cell phone and speaking with the supervisor or leaving a message on the supervisor's cell phone that the employee desires to report off or utilize vacation leave; or

2) advising the supervisor or other designated individual approved by the supervisor or the utility manager in person of the employee's desire to report off or utilize vacation leave. No other forms of notification shall be permitted or approved. Failure to abide by the 24-hour pre-notification requirement before requesting to utilize vacation leave or report off shall result in denial of leave, or a designation of such leave as unplanned leave (sick leave, Article 20, or emergency leave, Article 8) or an unauthorized and unreported absence without leave under Article 5-2. An exception to the 24 hour pre-notification requirement to request vacation leave will be granted when employee works continuously in addition to normally scheduled shift up until 6 hours within the start of their next day's shift, i.e., employee's normally scheduled shift is from 7:30 am to 3:30 pm, employee continues working in addition to that normally scheduled shift into the following 1:30 in the a.m., the employee may request vacation time as of 1:31 am (within 6 hours of next regularly scheduled shift), without having to comply with above 24 hour pre-notification requirement.

An exception to the 24-hour prenotification requirement to request vacation leave will be considered on an emergency basis with department head or his designee approval in his sole discretion; provided, however, in the event the department head or his designee does not approve the emergency basis, such leave will be without pay. An emergency basis means that the leave is requested because of an exigency, a sudden, unforeseen or serious event demanding the employee's immediate attention.

ARTICLE 6
SHIFT PREMIUM

- 6-1 A shift premium (amount found in pay plan ordinance) shall be paid for all hours worked on the third (afternoon) shift.
- 6-2 A shift premium (amount found in pay plan ordinance) shall be paid for all hours worked on the first (midnight) shift.
- 6-3 A shift premium (amount found in pay plan ordinance) shall be paid for all hours worked by the water pumping/treatment operations or the 6:00/p.m. - 6:00/a.m. shift.
- 6-4 The applicable shift premium will be considered a part of the employee's regular wage rate for the purposes of overtime calculations, vacation pay, holiday pay, sick leave pay and bereavement pay. The above referenced shift premiums are to be paid for all hours worked by an employee on the particular shift in question and as set forth in Article 3, Section 3-4 For instance, a Street Department employee regularly working the second shift (7:00 A.M to 3:00 P.M.) receives no shift premium. But if the employee works two (2) hours of overtime by working until 5:00 P.M. on a given day, they would receive an additional shift premium as found in the pay plan ordinance (at the applicable overtime rate) for each of those two additional hours worked. Likewise, a Street Department employee regularly working the third shift (3:00 P.M. to 11:00 P.M.) already receives a shift premium. If the

employee works over two (2) hours into the next shift, they will receive an additional shift premium amount as found in the pay plan ordinance for each of those two additional hours worked.

- 6-5 Any subsequent shift premium adjustments, both increases and decreases, for years 2 and 3 of this agreement, may be reviewed on an annual basis for approval by the City Council during the City's annual budget process. Nothing herein shall be construed to entitle the Union to any specific rate of pay or benefit unless and until the same is approved by the Council by Ordinance.

ARTICLE 7
ALLOWED TIME

7-1 CALL-IN PAY

Any employee called to work at a time other than their regular starting time shall be paid for all work performed outside their regular work day hours at the rate of one and one-half (1 1/2) or double (2), whichever applicable, times their regular wage rate.

- 7-2 Called in to report for work, where continuous with employee's shift, less than three (3) hours before start of employee's shift time and one and one-half (1 1/2) or double (2), whichever applicable, times their regular wage rate for hours actually worked.

- 7-3 Called in to report for work, not continuous with employee's shift, and works less than three (3) hours - guaranteed minimum of three (3) hours at the rate of one and one-half (1 1/2) or double (2) times their regular wage rate, whichever is applicable.

- 7-4 Called in to report for work, not continuous with employee's shift, and works more than three (3) hours, one and one-half (1 1/2) or double (2), whichever is applicable, times their regular wage rate.

7-5 JURY PAY

An employee called to jury duty shall supply the department with the documentation of the scheduled jury duty dates. The department will record the jury duty leave in the Payroll Time Entry system. The employee shall receive their normal compensation and benefits during jury duty leave. The amount received from the court (excluding any travel allowance) shall be remitted to the City of Fairmont.

The amount due the City may be reimbursed with a personal check made payable to City of Fairmont, or deducted from the employee's pay with authority from the employee.

A copy of the jury duty paperwork and check received from the court must be supplied to the Finance Department.

7-6 BEREAVEMENT PAY

An employee may be granted up to four (4) work days paid leave for death in the "immediate family". "Immediate family" shall refer to the employee's spouse, children, step-children, father, mother, legal guardian, mother-in-law, father-in-law, brother, sister, and step parents. Leave may commence upon notification of the death and shall end no later than one (1) day after the funeral, unless the funeral is on a Saturday, Sunday or contractual holiday, in which case the last day shall be extended to the next regular business day.

7-7 Two (2) work days bereavement leave shall be granted upon the death of an employee's grandparents or great grandparents, or spouse's grandparents or great grandparents. Leave may commence any time after notification of death, but shall end no later than one (1) day after the funeral.

7-8 One (1) day funeral leave with regular pay shall be granted upon the death of a brother-in-law, sister-in-law, aunt or uncle.

7-9 Employees who must attend a family member's funeral which does not fall within the "immediate family" category and requires a one-way trip in excess of 200 miles may be granted up to four (4) work days paid leave. "Family members" shall include grandparents, spouse's grandparents and grandchildren.

7-10 Bereavement leave will be granted upon the discretion of the Department Head for all other deaths that do not fall into these three categories. The employee, however, may appeal the Department Head's decision to the City Manager.

7-11 Paid bereavement leave shall not be granted in the event that an employee was not scheduled to work or was compensated by other provisions of this Article.

7-12 In those cases where an employee on vacation falls within the category of this Article, vacation time shall end upon notification of death and employee shall be placed on bereavement leave as applicable. Any affected vacation time will be rescheduled.

ARTICLE 8
HOLIDAYS, EMERGENCY AND PERSONAL DAYS

8-1 All permanent full-time employees who are not covered by Civil Service regulations shall receive their regular compensation for the following thirteen (13) holidays:

New Year's Day, President's Day, Good Friday, Memorial Day, West Virginia Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Day after Thanksgiving Day, Christmas Eve, and Christmas Day.

- 8-2 In addition, each permanent full-time employee not covered by Civil Service regulations shall receive two (2) emergency days each year, subject to the following:
- a. The employee must notify the supervisor of the department (or other designated individual approved by the supervisor or the utility manager) of the need for the emergency day prior to the start of the shift.
 - b. Emergency days may be taken in any combination of successive days or in as little as half-day increments.
 - c. Emergency days must be taken in the calendar year. They cannot be carried over from one year to the next unless circumstances require payment or carry-over as approved by the City Manager.
- 8-3 Each permanent full-time employee subject to the terms and conditions of this Agreement, shall receive one (1) Scheduled Personal Day to take in the calendar year. The day does not carry over or accrue and must be scheduled in advance with the employee's supervisor. This day shall not be considered in determining Termination Pay under Article 19-12 of this Agreement
- 8-4 Minimum Crews Holidays (excluding supervisors and clerks)
- Public Works- 3 Employees total, which includes 1 Equipment Operator III
 - Field Services- 3 Employees total, which includes 1 Equipment Operator III
 - Water Customer Service 1 Employee
 - Waste Water Treatment Plant – 1 Operator and 1 Maintenance Personnel
- If work is required on a State Highway, two additional employees will be called out and required to work for the purposes of providing traffic control.
- 8-5 When an employee is scheduled and works a holiday, he shall be paid two (2) times plus regular time for the hours worked on that holiday.
- 8-6 If a holiday falls on an employee's regularly scheduled day off, he shall celebrate such holiday on their closest regularly scheduled working day. An employee shall forfeit their right to payment for any such holiday if he has an unexcused absence on their last regularly scheduled work day before the holiday or their first regularly scheduled work day following the holiday. Nothing herein shall be construed to award holiday pay to any employee on an excused, unpaid leave of absence.
- 8-7 Employees required to work tours of duty shall forfeit holiday benefits when on sick leave.

ARTICLE 9
VACATION LEAVE

9-1 On or after the effective date of this Agreement, vacation leave shall be accrued and earned from the most recent date of employment under conditions herein stated. Accrued vacation shall not be taken or utilized during the probationary period.

9-2 All full-time employees in the City's service and covered by this Agreement, except temporary and seasonal employees, shall accrue and earn vacation as follows:

Ninety (90) days - 4 years = 3 weeks

5 - 9 years = 4 weeks

10 - 14 years = 5 weeks

15+ years = 6 weeks

Accrued vacation shall be calculated as follows for payroll purposes:

Ninety (90) days - 4 years of completed service = 10.0 hours for each 173.33 straight time hours worked or on approved paid leave;

5-9 years of completed service = 13.3 hours for each 173.33 straight time hours worked or on approved paid leave;

10-14 years of completed service = 16.6 hours for each 173.33 straight time hours worked or on approved paid leave;

15 or more years of service = 20.0 hours for each 173.33 straight time hours worked or on approved paid leave;

9-3 Vacation leave shall be administered through Payroll. Employees in the City's service and covered by this Agreement shall be given credit for vacation hours accrued each pay period. Paychecks reflect vacation taken and paid in the current calendar year and accrued vacation balances as of the date of the paycheck. In the event an employee leaves the City's service, all termination benefits will be paid according to balances reflected on the payroll record and according to terms of this agreement. It is not necessary for an employee to complete any minimum service, other than the probationary period, before they are eligible to take vacation; however, he or she must have a reasonable expectation of accruing, in the calendar year, the vacation hours requested to be taken and the employee must abide by the other terms of this Agreement

9-4 An employee may accumulate five (5) days of vacation leave to add to the regular vacation leave to be taken in the following year. Any vacation leave in excess of five (5) working days not taken during the year in which it is earned will be forfeited by the employee. In unusual circumstances vacation leave in excess of five (5) working days may be carried forward upon approval, in writing, by the employee's department head.

- 9-5 Vacation leave credit accumulated by employees as of the date of adoption of this policy will not be lost.
- 9-6 Employees whose service is terminated through no fault or delinquency of their own shall be eligible to receive all accrued vacation leave. Those days which are granted at the end of the year, shall be granted at that time.
- 9-7 Each department head shall keep records of vacation leave allowances. It shall be the responsibility of the department head to schedule vacation leave with particular regard to operational requirements of the department and seniority of employees and, with the written request of the employee all reporting requirements set forth in Article 5 of this contract shall be applicable to requests for vacation leave under the provisions of this article.
- 9-8 An employee is entitled to schedule their vacation for the calendar year according to the following guidelines.
- a. Vacation leave is to be based on total city service seniority in each department.
 - b. There shall be a three (3) week cap on the amount of consecutive vacation leave granted. Any period beyond three (3) weeks must be approved in writing by the Department Head.
 - c. The Department Head shall reserve the right to schedule vacations in accordance with the operational needs of each department and subject to the provisions of Article 1 of this Agreement.

ARTICLE 10
LEAVES OF ABSENCE

10-1 PERSONAL LEAVE

The City Manager may authorize an employee to be absent without pay for an urgent or emergency personal reason for a period not to exceed ten (10) work days during the term of this agreement. The Department Head must agree and recommend approval to the City Manager, but the City Manager will make the final decision.

- 10-2 The City Manager may authorize special leaves of absence with or without pay for any period(s) not to exceed three (3) calendar months during the terms of this contract for the following purposes: attendance at college, university or business school for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and the City service; urgent personal business requiring the employee's attention for an extended period such as settling estates, liquidating a business, serving on a jury and attending court as a witness; and for purposes other than the above deemed beneficial to the City service.

10-3 WORKERS' COMPENSATION

Workers' Compensation leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, illness, or injury which occurred while the employee was performing their duties and attributable thereto, and covered by Workers' Compensation insurance. All payments shall be made concerning workers' compensation leave subject to the same rules and regulations of said insurance and shall not be made if the accident is proved to have been due to the intoxication, negligence, or willful misconduct on the part of the employee.

- 10-4 If an employee, absent from work due to a job connected accident, illness, or injury covered by Workers' Compensation insurance willfully fails to fulfill all of the conditions necessary to receive compensation benefits, they shall not be entitled to payments for any additional benefits for workers' compensation leave from the City until such conditions have been fulfilled.

10-5 UNION LEAVE

The City Manager may, at the written request of the Union, grant a leave of absence for a definite time period, without pay, to an employee who wishes to leave the service of the City for the purpose of filling a full-time Union office to which they have been appointed or elected. Leaves of absence may also be granted to Local Union representatives for the purpose of attending Union conventions and special Union meetings. Upon written request of the District Director to the City Manager, a leave of absence without pay shall be granted for a period not to exceed six (6) months for one (1) employee of the City of Fairmont who is a member of the Union. During such leave of absence, the employee's seniority and benefits shall continue to accrue.

10-6 SUPERVISOR LEAVE

Any employee in the bargaining unit who may accept an excluded position shall be allowed to return to the bargaining unit at any time within three months, only one time during the life of this contract following the date they began working on such excluded position and shall retain but not accumulate seniority for said three-month period. Such an employee may return to the bargaining unit to an entry level position in the bargaining unit department in which they were employed at the time of promotion, provided their bargaining unit seniority so entitles them to return to the bargaining unit in accordance with the provisions of Article XII. They will be permitted to exercise their seniority upon return to the bargaining unit to take such job as their seniority and qualifications will entitle them. Any employee in the bargaining unit who remains in an excluded position for a period of more than three months shall forfeit all seniority in the bargaining unit.

10-7 Once an employee is promoted outside the local bargaining unit by the City, it shall be the responsibility of the Department Head or their designee to notify the Union President within five (5) working days of the effective date of the promotion.

10-8 MILITARY LEAVE

Military leave shall be granted in accordance with WV Code §15-1F-1.

At or prior to the expiration of the military leave of absence, each regular employee shall inform the superintendent of their willingness and ability to return to City employment and produce evidence of their honorable release from military service. In the event of the reinstatement of an employee who has been on military induction leave, he shall be given the position occupied by the last person employed in their classification.

The term "military service" as used herein shall include the Army, Navy, Air Force, Marine Corps, Coast Guard, and the United States Public Health Service, as well as all auxiliary branches of the said services in which either men or women shall be called to service, but shall not include service as civilian employees of the services.

The term "national emergency" as used herein shall exist during such period as designated by the President or Congress.

Military leave for the National Guard or organized military reserves shall be allowed in accordance with federal and state law.

10-9 FAMILY AND MEDICAL LEAVE POLICY

The City of Fairmont is a covered employer under the Federal Family Medical Leave Act (FMLA). Therefore, the City is required to follow U.S. Code, Title 29- Labor, Chapter 28- Family Medical Leave and encompasses this U.S. Code section into Article Seventeen of this agreement. Details of the FMLA can be found at <https://uscode.house.gov/view.xhtml?path=/prelim@title29/chapter28&edition=prelim>

The City defines the "Twelve Month Period" referenced in the code as the calendar year beginning January 1 and ending on December 31.

The City defines an "Eligible Employee" referenced in the code as one who has worked for the City of Fairmont for at least twelve (12) months and has worked at least 1,250 hours during the twelve (12) months immediately preceding the requested leave.

Where a term is defined in the FMLA statute, that definition will be incorporated into this policy.

Administrative Requirements

Employees have the right to use any paid leave, for which they may be qualified and which is intended for such illness or injury, in conjunction with FMLA leave. However, the City requires all employees to utilize any appropriate paid sick leave in conjunction with the receipt of any approved FMLA leave for the employee's own illness or for that of a child, spouse or parent. Workers' compensation related absences will also count as FMLA leave provided the employee has a serious health condition. The period of their paid leave will be counted against the employee's total FMLA leave entitlement as if it were substituted for the FMLA leave. Employees must give thirty (30) days advance notice of the intent to take a FMLA leave. When it is not possible to give thirty (30) days advance notice, notice must be given as soon as practicable -- ordinarily within one or two days. Failure to give adequate notice as outlined above may result in a delay of up to thirty (30) days before the FMLA leave will be granted.

When requesting intermittent leave for medical treatments, employees must make reasonable efforts to schedule the leaves so as to not unduly disrupt operations. Employees may be required to provide a medical certification from an appropriate health care provider to support a FMLA request related to a serious health condition. A form will be provided to the employee. This certification must be returned within fifteen (15) days. Failure to do so will result in a denial of leave until such certification is provided. If an employee provides medical certification that is questionable or inadequate, the employee will be referred to a second health care provider, at the City's expense. If the first and second providers' opinions differ, a third opinion will be obtained, again at the City's expense. The third health care provider will be selected by mutual agreement of the employee and the City, and that opinion will be final and binding.

Employees on FMLA leave will be required to submit periodic recertifications or updated reports regarding the family member or employee's current status. If the employee's return to work date differs from that which was previously identified when the leave was granted, then employees must give two days advance notice of their intent to return to work. Failure to give the two-day advance notice may result in a two-day delay in the employee's actual return to work, which delay shall be without pay.

In most instances, an employee returning from FMLA leave will be restored to the position previously held prior to the FMLA leave, provided that position remains available. If that position is unavailable, the employee will be reinstated to an equivalent position with equivalent pay and benefits, provided such a position exists. An employee taking a FMLA leave is not entitled to any greater right to reinstatement or other benefits than if continuously employed during the leave period.

If FMLA leave is requested on a reduced or intermittent basis, the employee's hours may be altered or the employee may be transferred instead to an available alternative position for which the employee is qualified and which better accommodates the recurring periods of leave necessitating

the request. An employee taking a FMLA leave due to a serious health condition must present certification that they are fit for duty prior to reinstatement. Failure to provide the requisite certification will result in denial of restoration to employment.

Health Care Benefit Continuation

Health insurance coverage will continue throughout the duration of the FMLA leave. The conditions under which such coverage is provided will be the same as if the employee were actively working. The employee's share of any health plan premiums, if any, must continue to be paid by the employee while on FMLA leave, and payments are due at the same time as if made by payroll deduction, unless otherwise agreed upon. If an employee's share of any health insurance premium is delinquent for more than thirty (30) days, the employee's health coverage will be terminated, provided the City notifies them in writing within 15 days prior to cancellation. If coverage is not terminated and the City elects instead to pay the entire premium, the amount of the employee's delinquency will be recovered from the employee after the employee returns to work.

If an employee fails to return to work after FMLA leave has expired, the City may recover the cost of any premiums it paid during the employee's FMLA leave unless the employee's failure to return to work is the result of (a) the continuation, recurrence or onset of a serious health condition that would entitle the employee to FMLA leave, or (b) other circumstances beyond the control of the employee. An employee who does not return to work at the expiration of the FMLA leave is considered to have failed to return to work for purposes of this paragraph and shall be considered as quitting without notice. The City will not interfere with an employee's rights under the FMLA. No person shall be discriminated against for exercising their rights under the FMLA.

ARTICLE 11
SENIORITY

11-1 SENIORITY LISTS

The City will furnish the Union, semi-annually, with an up-to-date seniority list of all employees in the bargaining unit, showing the date of hire and the classification of each employee. The seniority lists will be for the periods of January 1 through June 30, and July through December 31.

- 11-2 A copy of the seniority list shall be transmitted to the Staff representative, District 23 - of the Union, and a copy shall be given to the Local Union.
- 11-3 The seniority list shall also be posted on appropriate bulletin boards and unless objections hereto are made within thirty (30) days after posting, the list shall be deemed to be approved and shall be considered as the official seniority list.
- 11-4 Should two (2) or more employees be hired on the same day, for seniority ranking the time and date of the involved employee's employment application will be the controlling factor.

11-5 The Bargaining Unit is expressly defined as employees under this Agreement employed by the City. If in the instance of a permanent job layoff, affected employees employed by the City, Sanitary Sewer Board and the Water Board may employ city-wide seniority rights. Such rights are restricted so that an employee must qualify for any position they seek.

11-6 The City shall be the sole authority for determining qualifications. The City of Fairmont acknowledges that seniority rights do exist within the bargaining unit and will be used accordingly. Some examples are, but not limited to, overtime, layoffs, vacation (after February 28th) and shift preference.

11-7 LAYOFFS

The City may affect a layoff whenever it deems it is necessary by reason of shortage of funds or work, abolishment of a position or other material changes in duties or organization. An affected employee shall be notified of the effective date and shall be given written notice of the reasons for the layoff at least five (5) days in advance of that date.

11-8 In case of reduction of the working force, the same shall be laid off in reverse order of seniority, qualifications and type of appointment. The laid off employees will be placed on a recall list and will be recalled according to seniority, qualifications and type of appointment. While an employee is on the recall list, no time limit shall constitute a break in service for seniority purposes provided the employee maintains a current mailing address and notifies the City by Certified Mail by June 30th each year of the intent to accept recall with the City. Should an employee on the recall list fail to return to employment when notified that a position is open, this shall constitute a break in service (seniority) with the City.

ARTICLE 12 PROBATIONARY PERIOD

12-1 NATURE, DURATION AND PURPOSE

Persons newly appointed to a position shall be on probation for ninety (90) calendar days after assuming the position. The probationary period may be extended for an additional ninety (90) calendar days if requested by the department head. The Union shall be notified of any such extension. The probationary period shall enable the supervisor to monitor the employees' work performance.

12-2 CONDITIONS PRELIMINARY TO PERMANENT STATUS

Department heads will review the performance of probationary employees and recommend whether or not the employee should be accorded permanent status.

12-3 SEPARATION DURING THE PROBATIONARY PERIOD

An employee may be dismissed at any time without right of appeal while serving in a probationary period.

- 12-4 An employee promoted to a new position shall have the right to their former position or a similar position while in the thirty (30) day trial period. This right shall not apply to employees transferred for disciplinary reasons.

ARTICLE 13
PROMOTIONS AND FILLING OF VACANCIES

13-1 RECRUITMENT AND EMPLOYMENT ELIGIBILITY

Individuals shall be recruited from residents of Marion County, except when no qualified applicants apply and in cases of professional employees that require special training. In these cases, individuals shall be recruited from a geographic area as wide as is necessary to assure obtaining well qualified candidates.

13-2 ADVERTISEMENT OF POSITIONS

It is agreed that any current employee subject to the terms and conditions of this Agreement shall be given consideration for open positions covered by this Agreement prior to any consideration of external applicants.

13-3 PROMOTION POLICY

The city will attempt to fill all vacancies for supervisory, skilled, and upper-level positions from the ranks of present employees.

13-4 EXAMINATIONS

All applicants for positions in the classified service of the City shall be subject to evaluation based on merit and fitness. Evaluation may include one or more of the following components:

- a. Written test or equivalent
- b. Performance test
- c. Oral test/interview
- d. Physical test
- e. Experience evaluation
- f. Training evaluation
- g. Any other qualifications which, in the judgment of the City Manager or their designee, are applicable

13-5 REFERENCES

As part of the pre-employment procedure, former supervisors, employers, and references provided by candidate may be checked.

Reference checks made by personal or telephone contact shall be documented and made part of the applicant's file. All such information is to be handled as privileged information.

13-6 MEDICAL EXAMINATION

Applicants chosen for employment, either full-time or part-time shall undergo physical examination attesting to fitness to perform duties of the position prior to commencing employment, at the City's expense.

13-7 JOB BID/NEW POSITION

There will be a 30-day trial period for employees who have bid on and received a new position, to determine if the employee is capable of performing the duties of said position. During that time, the city will not fill the employee's former position.

13-8 POSTING JOB VACANCIES

The city will post all Union positions in all departments, including satellite offices giving Union employees a chance to bid on jobs prior to any consideration of external applicants.

ARTICLE 14
GRIEVANCE PROCEDURE

14-1 A grievance is defined as an alleged violation of the applicable provision of any recognized collective bargaining agreement that the employee is party to.

If any grievance arises during the term of this Agreement, such grievance may be submitted through the following Grievance Procedure.

14-2 GRIEVANCE PROCESS

Step One. If an employee feels they have a grievance, they shall, within five (5) working shifts of when the alleged violation occurred or knowledge thereof, present a written grievance to their immediate supervisor. Unless the supervisor determines otherwise, a meeting will occur immediately before the end of the employee's work shift. The employee's Union representative may be in attendance if the employee so requests. The supervisor shall submit their answer within three (3) working shifts after its presentation. If the grievance is not satisfactorily resolved, the

employee may escalate their grievance per Step One to their next higher ranked supervisor. If the grievance is not satisfactorily resolved after escalating the grievance through Step One, then the employee may submit a written grievance per Step Two.

Step Two. If the grievance is not resolved in Step One, the employee may reduce their grievance to writing, within five (5) working shifts, on a grievance form provided by the Union and present the grievance to the Department Head or their designated representative, for a written answer. At a minimum, the form shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify the provision(s) allegedly violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee. The Department Head, or their designated representative, shall give the employee an answer in writing no later than ten (10) working days after receipt of the written grievance.

Step Three. If the grievance is not resolved in Step Two, the Employee and/or Union representative may, within five (5) working shifts after the receipt of the answer in Step Two, appeal the grievance to the City Manager. The appeal shall be in writing and it shall include the written grievance and the Department Head's answer and shall specify the basis of the appeal. A copy of the appeal shall be sent to the Department Head. The Union may, at the same time the written appeal is filed, submit a written request to the City Manager for a meeting between the Union and the City Manager, or their designated representative, to attempt to resolve the grievance. The meeting will be at a mutually agreeable time and will take place within ten (10) working days after receipt of the written appeal and the request for a meeting. The City Manager, or their designated representative, shall give the Employee and/or the Union representative an answer in writing, which answer shall be final, unless Step Four is initiated by either party, no later than ten (10) working days after receipt of the written appeal or meeting, whichever is later. Additional time may be allowed by mutual written agreement of the City and the Union.

Step Four- Arbitration Alternative. After the result of Step Three, within five (5) working shifts being the time allotted for an appeal to Step Three, either party may submit a request, in writing, to the other party, requesting that the grievance be submitted to arbitration. Nothing herein shall require the City of Fairmont to agree to arbitrate a grievance. Each specific dispute as they arise shall be subject to review. The City may not delegate to any arbitrator those matters of discretion, including all matters which would infringe on the policy of public control of its operations and expenditures including but not limited to all matters of management and direction of the working forces under Article 1 of this Agreement and all other matters entrusted exclusively to the City or vested in the City under this Agreement, or by statute, rule or regulation. The City shall and does hereby retain the right and option, in its sole discretion, to determine whether a grievance is subject to arbitration. Nothing herein shall be the basis for any action at law or in equity to force the City to arbitrate any unresolved grievance.

The arbitrator shall be appointed by mutual consent of the parties. In the event the parties are unable to agree upon an arbitrator within seven (7) working days after arbitration is invoked, the party requesting arbitration shall petition the Federal Mediation & Conciliation Service for a panel

of seven (7) qualified arbitrators. If the parties cannot find an acceptable arbitrator on the panel, the party requesting arbitration shall strike one (1) name from such panel, after which the other party shall strike one (1) name. The above procedure shall then be repeated and the last person on the panel shall serve as Arbitrator.

The decision of such arbitrator shall be advisory in nature and shall be submitted to both parties which shall not be binding upon either party. The arbitrator shall not be empowered to rule contrary to, to amend, to add to or to eliminate any of the provisions of this Agreement. Expenses and fees of the arbitrator shall be equally borne by the City and the Union.

The City Manager shall review and consider the Arbitrator's decision and the City Manager shall render a final answer on the grievance as required by this Step Four -Arbitration Alternative no later than fifteen (15) days after receipt of the Arbitrator's decision.

Any grievance not filed within the prescribed time limit or not advanced to the next Step by the employee or the Union within the time limit in that Step, shall be deemed abandoned. If a supervisor or the Department Head, or their designated representative, does not answer a grievance within the time limits prescribed in the Article, the grievance will be considered automatically referred to the next Step of the Grievance Procedure.

"Work days" for the purposes of this Article, shall be Monday, Tuesday, Wednesday, Thursday and Friday, excluding observed holidays. "Working shifts" for the purposes of this Article, shall be any day that the respective employee's assigned shift is scheduled to work.

A matter involving several union members and the same question may be submitted by the Union as a policy grievance and entered directly at the Second Step of the Grievance Procedure. Separate grievances, timely filed under the Grievance Procedure, arising out of the same or similar set of facts or incident shall be consolidated and handled as one grievance.

ARTICLE 15 SEPARATIONS AND DISCIPLINARY ACTIONS

15-1 DISCIPLINARY ACTION

It is the responsibility of all employees to observe regulations necessary for the proper operation of government functions. Administrative procedures have been established for the handling of disciplinary measures such as dismissal, reprimand, suspension and demotion.

15-2 EMPLOYEE AND SUPERVISOR RESPONSIBILITIES

An employee shall correct any faults in performance when called to their attention and shall abide by the City's rules and regulations.

15-3 Every supervisor will encourage quality performance by recognizing satisfactory and outstanding employee performance. Every supervisor also shall discuss improper or inadequate performance with employees in order to correct the deficiencies and to avoid the need to exercise disciplinary action. Discipline shall be, whenever possible, on an increasingly progressive nature. The steps of progression are: 1) warning; 2) written reprimand; 3) suspension; 4) demotion and/or 5) dismissal.

15-4 VERBAL WARNING

It was agreed that a verbal warning was just that, and not subject for removal from an employees' personnel file since it is not part of the written record.

15-5 WRITTEN REPRIMAND

A department head may reprimand an employee in writing. Such reprimand should be addressed to the employee and a signed copy should be delivered to the Personnel Office for inclusion in the employee's personnel file.

15-6 SUSPENSION

A department head, with the concurrence of the City Manager, may suspend without pay a regular employee for up to, but not exceeding, three (3) work days as a disciplinary measure. The employee shall be furnished with a written statement setting forth reasons for the suspension.

15-7 DEMOTION

A department head may, with the approval of the City Manager, demote or reduce in salary any regular employee for the good of the service or for disciplinary reasons. Provided, however, that any disciplinary action shall be in accordance with the provisions of Paragraph 15-3.

15-8 DISMISSAL

For violation of any of the following charges, employees may be subject to immediate dismissal. The department head must have the concurrence of the City Manager to dismiss an employee. The dismissed employee shall be provided with a letter stating reasons for dismissal.

15-9 The following shall be cause (but not the only cause) for dismissal:

- a. Refusal to comply with a lawful instruction.
- b. Insubordination.
- c. Conviction of a felony while an employee of the City.
- d. Deliberate or careless conduct endangering the safety of the employee, or others.

- e. Indulging in offensive conduct toward the public or other employees.
- f. Inducing or attempting to induce any employee in the service to commit an unlawful act in violation of City regulations, official policy, or departmental orders.
- g. Using, threatening, or attempting to use personal or political influence in an effort to secure special consideration.
- h. Incompetency and inefficiency in the performance of job duties resulting in two (2) consecutive unsatisfactory ratings on performance evaluations.
- i. Gross carelessness or gross negligence with City monies or property.
- j. Theft or intentional destruction of City property.
- k. Intentional falsification of personnel records, time reports, or other City records.
- l. Taking for personal use from any person any fee, gift, or other valuable thing in the course of their work or in connection with it, when such gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that accorded other persons.
- m. Engaging in outside business activities on City time, or using City property for such activity in violation of these rules.
- n. Failure to maintain a satisfactory attendance record (excessive absenteeism and or tardiness).
- o. Conviction for sale or possession of a controlled substance.
- p. Letters a, b, d, e, h, and i must be on City time.

15-10 RESIGNATIONS

An employee will be regarded as having resigned a position if they are absent without authorization.

- 15-11 An employee shall give the Department/City written notice at least two weeks before the effective date of the resignation.
- 15-12 A resignation made without the notice required by these rules may result in forfeiture of accrued benefits at the discretion of the City Manager.

15-13 REMOVAL OF LETTERS

Letters and/or notes of a disciplinary nature that are placed in an employee's file will be removed after two years provided that the employee's conduct and performance have been satisfactory for that period.

15-14 REVIEW OF FILES

An employee will have the right to review their personnel file, during normal working hours in the presence of the Department Head or their designee.

ARTICLE 16
SAFETY

- 16-1 The City shall maintain safe, sanitary and health conditions at all times, and employees shall be required to cooperate in maintaining such conditions.
- 16-2 A Safety Committee shall be established that will have equal representation from the Bargaining Unit and from supervision. The supervisor from each department will recommend a person or persons from the Bargaining Unit to represent that department to the Co-Chairperson of the Safety Committee which will discuss with the Union President or local Leadership for their consensus for a recommendation to the Safety Committee. If the Union President or local Leadership, the Department Supervisor and the Co-Chairperson cannot come to an agreement on the recommendation then the Chairperson will appoint a person from the Bargaining Unit in that department to represent that department. Once the person is selected, the Safety Committee will vote to accept or reject the new appointment to the Safety Committee. The Safety Committee shall hold monthly meetings to discuss the nature of and solutions to problems and conditions that pose a threat to the safety of City employees.

The Safety Committee representation from the Bargaining unit will have term limits of 6 years. Starting in January 2023 the representatives from the Stormwater and Lines Departments terms will end and new representatives will be selected as outlined above. Then 3 years (January 2026) after the new appointments, to the Stormwater and Lines Departments, the new representatives will be selected, as outlined above, for the Meter, Wastewater and Filtration. This rotation will continue on the 6-year cycles having new members every 3 years.

Once the Public Works Department sets up a Safety Committee and establishes representation, the committee will create a replacement schedule for their members similar to that in the Utilities Safety Committee.

There will be a Safety Committee that Represents the employees at Utilities and a Safety Committee that will represent the employees at Public Works and General Fund. Both Committees may from time to time consult with one another to discuss safety concerns.

The City will provide a safety complaint form as developed and approved by the Safety Committee.

- 16-3 If an employee has justifiable reason to believe that their safety or health is in danger due to an alleged unsafe working condition or unsafe equipment, they shall inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job should be shut down. If the employee disagrees with the supervisor's decision, the employee and the supervisor shall consult a safety committeeman from the bargaining unit, if available, and take the issue to the supervisor's

supervisor. If there continues to be a disagreement as to the proper course of action, the department head shall make the final determination. If the employee refuses to work, they may be suspended for insubordination. No employee shall be fired on the first such offense.

- 16-4 When assigning operators to vehicles and to equipment, the person in charge will consider the work and safety needs of each task, job, and/or unit. At certain times or on certain tasks or jobs, only one operator or other employee will be assigned to a unit. However, if necessary for safety reasons, at the decision of the department head, a helper or rider may be assigned as a safety precaution. This is especially true during Governor declared states of emergency if sole employee being on duty would place that employee at significant risk.

16-5 SAFETY REVIEW BOARD - COMPOSITION OF BOARD

The Safety Review Board shall consist of five members appointed by the City Manager and confirmed by City Council. Not less than two members or more than three members shall be City employees at any one time.

16-6 BOARD PROCEDURES

Upon the Board's first meeting, it shall establish procedures for conducting hearings, collecting information and making determinations regarding the cause of accidents and possible corrective actions to prevent similar accidents in the future. The Board shall conduct hearings to ensure that due process is provided to employees involved in accidents.

16-7 JURISDICTION OF BOARD

The Board shall have the responsibility for reviewing any and all accidents involving personal injury or property damage involving Board employees.

16-8 RECOMMENDATION TO CITY MANAGER

After completion of its investigation, the Board shall provide the City Manager with its recommendation(s) for disposition of the accident in question. If deemed appropriate, the City Manager has the ultimate responsibility and authority to take disciplinary action.

16-9 HARD HAT AND SAFETY VEST REGULATIONS

All municipal employees involved in construction, engineering, inspection, and maintenance activities shall be required to wear hard hats and safety vests at the construction and maintenance sites. This includes any activities where there is the potential of being struck by falling objects, machinery or loads being moved by machinery.

16-10 HARD HATS

Hard hats shall be worn in the following activities:

- a. Street Department personnel while on the job site for street maintenance, curb and gutter construction, storm drainage maintenance and other public service maintenance projects.
- b. Park Department personnel working or near any construction project or tree trimming activity.
- c. Sanitary Sewer personnel working on a construction or sewer related job site activity.
- d. Traffic Department personnel during the installation and maintenance of traffic control facilities.
- e. Engineering and Inspection personnel on any job site involving a construction project or maintenance activity.
- f. All other City employees where conditions dictate the use of hard hats.

16-11 SAFETY VESTS

High visibility safety vests will be worn by employees in and around any area where there is a danger from street traffic. This will include all departments working or viewing activities in and around patching and maintenance of streets, street excavation projects, construction or maintenance area where there is moving machinery or while surveying streets with moving traffic.

16-12 SAFETY OFFICERS

Departmental safety officers are responsible for ensuring compliance with these regulations. Violators will be reported to the department head and the City Safety Officer. Disciplinary action will be handled by the Department Head and/or City Manager.

16-13 DISCIPLINARY ACTION FOR VIOLATION OF ARTICLE 16

The following guidelines will be used in discipline cases:

- a. First Offense - A written reprimand will be placed in the employee's permanent record. It will be considered when the employee is reviewed for annual and merit salary increases.

b. Second Offense - Employee will be subject to a three-day suspension without pay from work. A written reprimand will be placed in the employee's permanent record.

c. Third Offense - The employee will be subject to dismissal and termination of City employment.

16-14 MISCELLANEOUS

a. The City will install an exhaust system at the Central Garage providing that funds are available.

b. The City will remove asbestos from work sites.

ARTICLE 17 EXCEPTIONS / DISCLAIMER

17-1 Nothing herein shall be construed to supersede any applicable Civil Service Rules as contained in the rules and regulations of the Civil Service Commission of the City of Fairmont and laws of the state of West Virginia.

ARTICLE 18 PENSION AND INSURANCE

18-1 PENSION

Employees shall be required to participate in the West Virginia Public Employees Retirement Act and are bound by all provisions of said Act and rules and regulations of the Board of Trustees of the system.

18-2 GROUP INSURANCE

The City agrees to provide health insurance coverage for the employees covered by this agreement as set forth below. Employees may choose any coverage (single, family, etc.) for which they are eligible according to the Summary Plan Description provided by the health insurance provider. For all employees hired prior to July 1, 2003, the City shall pay 100% of the PEIA Plan B indemnity plan premium for the coverage chosen by the employee; provided however, that upon sixty (60) days written notice from the City to the president of the Union, all employees hired prior to July 1, 2003, and covered by this Agreement shall pay 15% of the aforementioned PEIA Plan B indemnity plan premium and the City shall pay 85% of said PEIA Plan B premium. For all employees hired on or after July 1, 2003, the City shall pay 80% of the PEIA Plan B indemnity plan premium for the coverage chosen by the employee and the employee shall pay 20% of said PEIA Plan B premium.

The following conditions also apply:

- a. If the City pays a greater portion of the health care premium for other similarly situated City employees than the percentages set forth above, the City shall pay the same amount for those employees covered by this Agreement.
- b. If the City arranges for a more costly health insurance plan or plans that provide better benefits than PEIA Plan B, then the employee may choose to be covered under the better plan provided the employee pays the difference between the PEIA Plan B coverage as set forth above and the more costly plan. Any such payment can be made through payroll deduction.
- c. If the City can arrange for a less costly health insurance plan than PEIA Plan B that has the same or comparable benefits and employee expenses (deductibles, out of pocket maximums, etc.) as PEIA Plan B, the City may substitute the less costly plan for PEIA Plan B, provided the City notifies the Union at least sixty (60) calendar days prior to the anticipated change and allows the Union the opportunity to meet and discuss the change during that period.
- d. PEIA Plan B as in effect on July 1st year to year is incorporated by reference and made part of this Agreement and forms the basis for the insurance benefit level, coverages, and employee obligations and “out of pocket” expenses for the entire term of this Agreement unless altered by express agreement, in writing, by the Union and the City.
- e. The City agrees to make PEIA Plan B the basis for the insurance benefits levels, coverages, and employee obligations and “out of pocket” expenses for the entire term of this Agreement unless altered by express agreement, in writing, by the Union and the City, as long as these are available by PEIA.

18-3 SICK AND ACCIDENT BENEFITS

Sick and accident benefits will be provided for regular full-time employees of the City. The benefits shall be one hundred (\$100.00) per week for a maximum period of twenty (20) weeks in any one calendar year. Benefits will be paid to an employee who is on approved Family Medical Leave and who has exhausted all other accrued sick, vacation and personal leave.

18-4 FEDERAL GOVERNMENT HEALTH PLAN

Should a federal government health plan; made effective during the term of this Agreement, duplicate or exceed this insurance plan, the parties agree to meet and discuss the reallocation of the affected costs.

18-5 INSURANCE FOR RETIREES

Employees who retire will have the option of continued insurance in return for sick and/or vacation days as per State Public Employees Insurance Program only if they participated in PEIA before July 1, 2001.

As set by PEIA, if you elected to participate in the plan on or after July 1, 2001, or if you had a lapse in coverage after this date, you are not eligible to use accrued leave for extended employer insurance upon retirement.

For most up to date information see PEIA Summary Plan Descriptions.

18-6 SHARING OF INSURANCE PREMIUMS

The City will make vision and dental plans available at the employee's expense.

ARTICLE 19 COMPENSATION PLAN

19-1 INTRODUCTION

The Pay Plan adopted by City Council by Ordinance shall provide the salary schedule and the rates of pay for all employees covered by this Agreement.

- 19-2 The Pay Plan is intended to provide fair compensation for all classes in the Classification Plan, considering range of pay for other classes, rates of pay for comparable services in private and public employment in the area, cost of living data, other benefits received by employees, the City's financial condition and policy and other factors. The City Manager's Office shall at least once during the term of this agreement make or cause to be made comparative studies of all factors affecting the level of salary ranges. On the basis of conclusions reached through such studies, the City Manager shall recommend to the proper budget authority changes in salary ranges as appropriate. Any subsequent salary adjustments, both increases and decreases, may be reviewed on an annual basis for approval by the City Council during the City's annual budget process beginning on or about January 1 and concluding on or about March 1 of each year. Nothing herein shall be construed to entitle the Union to any specific rate of pay or benefit unless and until the same is approved by the Council by Ordinance.

19-3 DEDUCTIONS

The payroll clerk is authorized to make deductions from an employee's gross pay to cover Federal and State income taxes, contributions for retirement systems, and for employee group life and hospitalization insurance premiums and other lawful deductions.

19-4 LONGEVITY

Any longevity bonus/pay shall be paid in accordance with the Pay Plan identified in Section 19-1 of this Article. Any future increases to the longevity bonus approved by City Council in subsequent pay plans during the life of this agreement shall apply to the bargaining unit.

19-5 ADMINISTRATION OF THE COMPENSATION PLAN

Original appointment to any position shall be made at the rate and in accordance with the Pay Plan identified in Section 19-1 of this Article.

19-6 STARTING RATE ON RETURN TO DUTY

An employee returning to duty in the same class or position after a separation from the City's service of not more than one year, which separation was not due to discreditable circumstances shall be at the rate and in accordance with the Pay Plan identified in Section 19-1 of this Article as of the date of separation.

19-7 PAY RATES IN TRANSFER, PROMOTION OR DEMOTION

If an employee is transferred, promoted or demoted, their rate of pay for the new position shall be in accordance with the Pay Plan identified in Section 19-1 of this Article.

19-8 REQUIREMENTS AS TO CONTINUITY OF SERVICE

Service requirements for benefits of employment with the City of Fairmont under this Agreement shall have the implication of continuous service. Employees on an unpaid leave of absence for more than half a month's work period or receiving sick and accident benefits under Article 18-3 of this Agreement shall not accrue any sick leave or vacation for that month. Both benefits are privileges which an employee accrues by working.

19-9 EMPLOYEE REQUESTS FOR CLASSIFICATION AND PAY ADJUSTMENTS

An employee shall have the right to the consideration of any request they may have with respect to the application of the classification and compensation plan to their position. Requests are to be directed to the Department Head.

19-10 OCCUPATIONAL LIST – PAY PLAN

The City Manager shall make available to all parties copies of the occupational list of classes and Pay Plan.

19-11. CERTIFICATION

- a. Certain positions require certification, for example, Water Filtration Plant Operator and Waste Water Treatment Plant Operator. The City will pay the amount found in the pay plan ordinance for these certifications.
- b. Those employees in positions requiring a valid CDL (Commercial Driver's License) will be paid the amount found in the pay plan ordinance. The City will pay for the initial CDL certification.
- c. The City will pay the amount found in the pay plan ordinance worked for a Wastewater Collection System Certification or a Water Distribution System Certification, as issued by the West Virginia Bureau of Public Health on curriculum approved by the West Virginia Environmental Training Center. The City will determine the number of employees requiring such certification and the number that may attend the training courses. The City will attempt to provide equal training opportunities for employees and supervisory personnel. Employees will be permitted to receive certification pay for both disciplines, provided however that there is relevance to their current position. Certification pay shall be adjusted in accordance with increases in the pay plan.
- d. The City will pay the amount found in the pay plan ordinance to the Backflow Prevention Officer who obtains and maintains (and/or to the person performing the duties in the absence of the Backflow Prevention Officer) Backflow Prevention Certification as issued by the West Virginia Bureaus of Public Health on curriculum approved by the West Virginia Environmental Training Center.
- e. The City will pay the amount found in pay plan ordinance for employees who obtain and maintain Roads Scholar I and or II certification as issued by the West Virginia Local Technical Assistance Center.
- f. Those employees in positions requiring lab certification will be paid the amount found in the pay plan ordinance if said employee obtains and maintains applicable lab certification.
- g. The City will pay the amount found in pay plan ordinance for employees who obtain a PSC meter certification.

19-12 TERMINATION PAY

With the exception of Article 15, Section 12, upon termination from the City, employees shall receive termination pay as follows:

- a. 100% of unpaid, accrued salary.
- b. 100% of accrued vacation leave.

- c. 100% of any unpaid emergency days then available according to Article 8, Section 8-2
- d. 100% of accrued sick leave days at 75% (75 cents on the dollar). Up to the cap as determined by hire date.

e. All employees hired between July 1, 1992 and July 1, 2001 are capped at ninety (90) days. These employees will have the following options at the time of termination:

- i. Cash out up to ninety (90) days at 75% of their salary for the accrued sick leave.
- ii. Apply up to ninety (90) accrued sick leave days towards the extension of health coverage, according to state law.
- iii. Apply all accrued sick leave days toward service credits to increase the employee's retirement benefits, in accordance with state law.

f. All employees hired between July 1, 2001 and July 1, 2003 are capped at ninety (90) days. These employees will have the following options at the time of termination:

- i. Cash out up to ninety (90) days at 75% of their salary for the accrued sick leave.
- ii. Apply all accrued sick leave days toward service credits to increase the employee's retirement benefits, in accordance with state law.
- iii. Apply up to ninety (90) accrued sick leave days to any combination of i or ii above, in accordance with state law.

g. Employees hired after July 1, 2003, are capped at sixty (60) days. Upon termination, these employees shall be paid 75% for any accrued sick days up to cap of sixty (60).

h. Employees hired after July 1, 2015, are capped at sixty (60) days. Upon termination these employees shall be paid at 75% for any accrued sick days up to the cap of sixty (60) For those persons who first become members of the retirement system on or after July 1, 2015 accrued annual or sick days may not be applied to acquire additional credited service WV State Code 5-10-15b

19-13 Termination pay shall be paid in one lump sum. The payment shall be made on the payday following employee's termination of service. Upon cessation of active employment, the employee shall no longer continue to earn sick leave, vacation, holidays or other benefits.

19-14 PAY PLAN WAGE REOPENER

There will be a pay plan wage re-opener discussion as early as November each year to discuss across-the-board increases.

ARTICLE 20
PAID SICK LEAVE

20-1 SICK LEAVE

All represented employees hired prior to July 1, 2003, shall accrue sick leave at the rate of eight (8) hours pay credit for each month of completed service. All employees hired on or after July 1, 2003, shall accrue sick leave at the rate of four (4) hours pay credit for each month of completed full-time service. All employees upon attainment of six (6) years of completed full-time service shall accrue sick leave at the rate of six (6) hours pay credit for each month of completed full-time service; upon attainment of ten (10) years of completed full-time service shall accrue sick leave at the rate of eight (8) hours pay credit for each month of completed full-time service.

An employee may use sick leave in case of actual sickness or disability or for medical, dental or eye examinations for which arrangements cannot be made outside of working hours; or when the employee is required to care for a sick or injured spouse, child or immediate family member who is under the employee's care; or after exposure to a contagious disease when continuing to work might jeopardize the health of others.

All represented employees in the City's service, except part-time, temporary and seasonal employees, shall be entitled to sick leave with pay after satisfactory completion of probationary period following initial appointment. Probationary employees shall not be granted sick leave.

- 20-2 An employee who is sick or disabled and has exhausted sick leave, Family Medical Leave and vacation leave may be granted, upon approval of the City Manager, a leave of absence without pay. This leave of absence may be granted for a maximum duration of six (6) months with a review of the situation at that time. During this period, the employee's City paid portion of health and life insurance premiums will be paid by the employee.
- 20-3 Unused sick leave credits may be accumulated from year to year up to a maximum cap of sixty (60) days for all employees under that number as of June 30, 2003. All employees hired before June 30, 2003 shall be capped as set forth in Article 19.
- 20-4 An employee on approved leave without pay or receiving sick and accident benefits as provided by Personnel Rule 18-3 or as designated in the future; or off the payroll for any reason for a period exceeding one half of the total number of hours they are scheduled to work for each 173.33 hours of work shall not accumulate sick leave for that particular

period, provided however, that any employee who is taking or utilizing accrued leave, shall accrue additional sick leave.

- 20-5 Sick leave shall be charged based on actual time used with a minimum increment of one (1) hour; above that amount, actual time used to the nearest half (1/2) hour will be charged to the employee.
- 20-6 No paid sick leave shall be allowed for any injury incurred while working for another employer.
- 20-7 An employee shall be paid sick leave equivalent to the normally scheduled straight time rate. Overtime rate shall not be paid for sick leave. Employees scheduled to work shifts with premium pay shall receive their normal pay if absent and adhere to preceding sick leave guidelines.
- 20-8 All employees shall have the right at the end of each calendar year to add their unused credited sick leave to their accumulated bank of days up to their cap. In lieu of payment, employees may use any unused day for service credit as set forth in Article 19-12, provided that there is no change in state law that results in additional costs to the City.

20-9 LEAVES OF ABSENCE

In the supervisor's discretion, sick leave for a period greater than three (3) consecutive work shifts, or totaling more than twelve (12) shifts in one calendar year, shall be granted only on the certificate of a reputable physician submitted on the beginning of the day of return to work. The certificate shall certify that the leave claimed is within the provisions of these rules. Nothing in this Section shall interfere with the City's right to obtain a medical certification as set forth in Article 10, of this agreement. Loss of time due to inpatient hospital confinement and resulting home confinement shall not be included in the calculations to determine when a physician's certificate is required.

20-10 ABSENCE WITHOUT LEAVE

All unauthorized and unreported absences shall be considered absent without leave and deduction of pay shall be made for the period of absence. Such absence may be made grounds for disciplinary action.

- 20-11 One (1) day of absence without leave shall be construed and accepted as resignation from the City's service.

ARTICLE 21
TUITION AID

21-1 The City and the Union realize that it is to their mutual benefit for employees to continue their education in their job-related field. Any Tuition Aid must be preapproved through the purchasing procedures and have sufficient funds budgeted. Employees must apply for reimbursement for job related training, at least ten (10) working days in advance of taking any such training, through their department head. The department head shall route the request to the City Manager. If the request for reimbursement is denied, the City Manager and the Department Head shall meet with the employee to discuss why the training request was denied. If the training is approved, the City will reimburse the employee pursuant to Sections 21-2 and 21-3 below. In addition, the City may choose to pay the employee their regular wages to attend schooling for regular work days missed.

21-2 **University and/or College Classes** - The City will reimburse one half of the tuition costs for employment-related courses at Fairmont State University, Pierpont Community and Technical College, West Virginia University or another WV University or College's ONLINE program up to a Bachelor's Degree if the employee makes their request in writing and the proposed course is approved in advance by the Department Head and the employee completes and passes the course. Reimbursement will be made to the employee upon the completion of the courses.

21-3 **Educational Class Expense Limit** – Pre-approved educational class costs in excess of \$100.00 will be reimbursed upon completion of the Educational Expense Reimbursement Form and Voucher Request Form with class grade and receipts attached. Reimbursements in excess of the amount set by the IRS in Publication 15-B Employer's Tax Guide to Fringe Benefits Educational Assistance will be taxable to the employee and added onto their W-2 in the year reimbursement was received.

1. Employee must use accrued leave to attend classes or to complete course work. It cannot be done during work hours.
2. Employee is not permitted to use City equipment or resources, such as printers, copiers, paper, computers, etc. to complete course work.
3. In instances where an employee receives other financial assistance (i.e., Pell Grant, scholarship), the City's educational assistance will apply only to those amounts not covered by those sources.
4. The employee must agree to remain with the City at least one (1) year after the completion of the university and or college classes if the City has paid a portion of the costs in the amount greater than \$1000.00 or agree to reimburse the City by having the amount deducted from their final paycheck.

21-4 Other Education and Training Expenses

1. Employees wishing to attend training seminars or workshops must obtain prior approval of the Department Head or City Manager, as applicable, if the City is to pay any portion of the cost or if it is to be conducted on City time. In addition to prior approval, sufficient funds must have been budgeted to cover expenses.
2. Department Heads are encouraged to participate in their field's professional organizations. The City may pay the membership dues and reasonable expenses to attend annual conferences of their professional organization if prior approval of the City Manager is obtained and sufficient funds have been budgeted to cover expenses.
3. The employee must agree to remain with the City at least one (1) year after completion of training if the City has paid a portion of the costs in the amount greater than \$1000.00 or agree to reimburse the City by having the amount deducted from their final paycheck.
4. If an employee attends a pre-approved training, seminar, workshop, mandatory continuing education class, or licensure certification test, (hereinafter training), and is subsequently required to report to work for the employee's regularly scheduled shift or any portion thereof following such training, if the combination of hours for training and hours of work exceed their regularly scheduled shift, the employee will be paid time and one-half (1 1/2) for all hours in excess of the employee's regularly scheduled shift. No credit for any such hours will be given for travel time.

ARTICLE 22

CLOTHING AND TOOL ALLOWANCE

- 22-1 The City agrees to provide certain work apparel to be worn by designated employees to reduce the wear and tear on their own clothing.
- 22-2 Items to be furnished shall be, but not limited to, winter-type coveralls, coveralls, rain gear, water proof steel-toed boots (when applicable) and gloves. The City agrees to provide proper safety equipment, which may include vests, knee pads and metatarsal gloves as approved by management. The safety committee shall meet with the Department Heads during the month of July to determine if all work apparel needs are being met. In addition, all positions except for administrative positions have been identified as needing steel toed boots, which the City will provide pursuant to the following:
- a. City will contract with a vendor for the City to directly pay a vendor for one (1) pair of steel-toed boots costing up to two hundred fifty dollars (\$250.00), for each employee in the listed classifications. Any boot cost exceeding the two hundred fifty dollars (\$250.00) will be paid by the employee directly to the vendor.

- b. Each employee will complete the applicable form signed by their supervisor or authorized individual in a supervisory or higher classification than the employee to take to the City-approved vendor to receive the one pair of steel toed boots. The vendor will then provide a copy of the form and invoice the City for up to two hundred fifty dollars (\$250.00),cost.
- c. Each employee may receive one (1) pair of steel toed boots per fiscal (July1-June 30) year upon showing the need for a replacement pair due to extreme wear and tear, damaged, or other rip/tear/deformation that would cause the boot(s) to be unwearable or as determined by a supervisor or authorized individual in a supervisory or higher classification than the employee to cause a significant safety concern that may lead to injury if worn.
- d. In extreme circumstances due to extensive damage making the boot(s) unwearable, and upon approval by the Department Head, an employee may request by filling out the applicable form, a pair of steel-toed boots in addition to the one already received in the fiscal year.
- e. Employees may use any portion of up to two hundred fifty dollars (\$250.00), for steel toed boots, summer steel toed boots and/or prescription safety glasses, also on a fiscal basis. Any costs of either boots and/or glasses exceeding the two hundred fifty dollars (\$250.00), will be paid by the employee. Costs of the prescription glasses and /or summer pair of steel toed boots will be paid up front completely by the employee and reimbursed by the City up to the total of two hundred fifty dollars (\$250.00)which includes any amounts already used for the first pair of steel toed boots, as described herein upon the completion of the applicable form signed by their supervisor or authorized individual in a supervisory or higher classification than the employee. At no time will the City reimburse the employee any amount greater than two hundred fifty dollars (\$250.00).
- f. Should an employee not pursue the above process as listed in a. through e, the employee may purchase their own one (1) pair of steel toed boots per fiscal year upon showing the need for a replacement pair due to extreme wear and tear, damaged, or other rip/tear/deformation that would cause the boot(s) to be unwearable or as determined by a supervisor or authorized individual in a supervisory or higher classification than the employee to cause a significant safety concern that may lead to injury if worn, by completing the applicable City form signed by their supervisor or Department Head, accompanied by an original receipt. Upon submittal of the supervisor-approved form and receipt the City will reimburse the employee up to two hundred fifty dollars (\$250.00) for the purchase of the steel toed boots.

22-3 With the exception of steel-toed boots, employees will receive a predetermined number of each item and shall be responsible for the maintenance and care of the items supplied by the City. When an item becomes damaged or worn, the employee shall give the damaged or worn item to the Department Head or their designee. With the exception of steel-toed boots (which are covered under Section 22-6), the Department Head or their designee will replace all returned damaged or worn items with new apparel. Failure to return damaged or worn items will result in the employee replacing these items at their own cost. Each employee will be required to replace lost items.

22-4 Upon termination of employment, and with the exception of steel toed shoes, the employee shall return all items furnished by the City in good condition except for reasonable wear and tear. Upon failure to return any item of clothing furnished by the City as set forth above, the City will take legal action through the appropriate Court.

22-5 MECHANICS TOOLS

The City will purchase any specialty tools used expressly on City vehicles after approval of the Department Head and Purchasing.

22-6 ALLOWANCES FOR LOSS OF PERSONAL BELONGINGS IN SERVICE-CONNECTED ACCIDENTS.

When an employee suffers the damage or loss of wearing apparel or other personal effects necessary to the performance of their duty as the result of service-connected accidents, they shall immediately report same on a First Report of Incident form for determination regarding payment for costs incurred as a result of such accident shall be made by the City Manager on the advice of the department head.

ARTICLE 23
ASSIGNABILITY

23-1 This Agreement shall be binding upon the successors and the assignees of the parties hereto.

23-2 SUCCESSIONSHIP

If the City sells any organizationally distinct operation in the City of Fairmont which is covered by the terms of this Collective Bargaining Agreement, and the purchaser intends to operate the same business, the purchase and sale agreement will include a provision to require the purchaser to extend offers of employment to the number of members of the City's Collective Bargaining Unit which the purchaser will need to perform the collective bargaining work involved in the operation being purchased. The City will have no further obligation under this provision if the purchase and sale agreement contain such terms as described above.

ARTICLE 24
ANTI-DISCRIMINATION

24-1 The City and the Union agree not to discriminate in any way against employees covered by this Agreement on account of any Federally protected class.

24-2 The City and the Union agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, age,

sex, national origin, or mental or physical handicap, specific positive and aggressive measures must be taken to eliminate present and future discrimination. At least annually, the City will provide anti-discrimination training to all employees to further ensure that all employees are treated equitably at all times and continue to work in environments that are free from discrimination.

24-3 SEXUAL HARASSMENT

The City and the Union agree that all employees should be able to work in an environment free of sexual harassment and that no employee should be subject to sexual harassment. Sexual harassment, which may involve a person of either sex against a person of the opposite and same sex, undermines the integrity of the work place and should be eliminated.

24-4 In order to prevent and eliminate sexual harassment the City shall take affirmative steps to help create a work place free of sexual harassment. The City shall fulfill its contractual obligations with regard to this section by:

(a) Including in the affirmative action plan a statement of the policy on preventing and eliminating sexual harassment and identifying available complaint procedures; and

(b) Distributing to all employees, appropriate information concerning the nature of sexual harassment, methods by which it may be prevented or eliminated, and avenues through which victims may seek assistance; and

(c) Briefing supervisory personnel on the problem of sexual harassment and their role in taking corrective action.

ARTICLE 25
MISCELLANEOUS MATTERS

25-1 The City will pay for the re-certification of electrician's licenses.

25-2 Employees shall receive their paycheck on their last scheduled work day of the pay period, if available.

25-3 The City agrees to pay all supplemental checks for benefits provided under this Agreement coincidental with the regular paycheck of the employee as such benefits are due the employee.

25-4 The material contained in this document is the Agreement between The City of Fairmont and United Steel Workers Local Union 1-02. Typographical errors in this Agreement shall be deemed corrected to reflect the actual terms of the Agreement without regard to the literal meaning of the typographical error.

ARTICLE 26
COMPLETE AGREEMENT

- 26-1 The Union acknowledges that, during negotiations, the Union had the full opportunity to make proposals and discuss any items of interest that the membership and Union had negotiations. No claims to any rights, privileges or practices not found within this Agreement shall be made.

ARTICLE 27
DURATION AND TERMINATION

- 27-1 This agreement, dated February 10, 2026, shall remain in full force and effect from March 11, 2026, until midnight March 11, 2031 and thereafter for successive yearly periods, unless notice is given in writing by either the Union or the City to the other, not more than ninety (90) days and not less than sixty (60) days prior to the expiration date of midnight, March 11, 2031, or any subsequent yearly period, of its desire to modify, amend or terminate this Agreement in which case negotiations shall begin at least fifty (50) days prior to the expiration of this Agreement.

REMAINDER OF PAGE BLANK

IN WITNESS WHEREOF, this Agreement has been signed on behalf of the Company by its duly authorized officials, and on behalf of the Union by its duly authorized officials.

City of Fairmont

United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial and
Service Workers International Union, AFL-CIO-
CLC

Travis L. Blosser, City Manager

D. R. McCall, International President

Myles Sullivan, Int. Secretary-Treasurer

Emil Ramirez, Int. Vice President
(Administration)

Kevin Mapp, Int. Vice President
(Human Affairs)

Larry R. Ray, District 8 Director

Karen Shipley, Sub-District Director

Jeremy Buskirk, Staff Representative

USW LU 1-02

Mitchell Richardson, Unit President

Dan Snyder, Unit Vice President

Charlie Ross, Union Steward

Jason Bland, Union Steward

ITEM 8

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF FAIRMONT AMENDING AND SUPPLEMENTING ORDINANCE NO. 2075 DULY ADOPTED JUNE 10, 2025, WHICH ORDINANCE PROVIDES FOR THE CITY OF FAIRMONT'S CURRENT PAY PLAN AND LIST OF OCCUPATIONAL CLASSES FOR ALL CLASS TITLES AND EMPLOYEES, AMONG OTHERS, TO PROVIDE FOR CERTAIN INCREASES TO ADDITIONAL COMPENSATION PROVIDED FOR BY THE STEELWORKER'S PAY PLAN.

SYNOPSIS

By this proposed ordinance, the Council for the City of Fairmont provides for modifications to the additional compensation set forth in the City's existing Steelworkers' Pay Plan as follows:

PSC Meter Certification – from \$.39/hour to \$0.45/hour

Position Description Mandated CDL Certification – from \$0.75/hour to \$0.85/hour

Class I - IV Water/Wastewater - \$0.85/hour (passing exam \$0.43/hr., required hours \$0.42/hr.) to \$0.95/hour (passing exam \$0.48/hr., required hours \$0.47/hr.)

State of WV Lab Certification (Microbiology) Water/Wastewater – from \$0.85/hour to \$0.95/hour

WVBPH Water Distribution System Certification - from \$0.85/hour to \$0.95/hour

WVBPH Wastewater Collection System Certification – from \$0.85/hour to \$0.95/hour

Position Description Mandated Backflow Coordinator Certification – from \$0.85/hour to \$0.95/hour

Shift Differential – from \$1.65/hour to \$1.80/hour for the third (afternoon) shift

Shift Differential – from \$1.85/hour to \$2.00/hour for the first (midnight) shift

Shift Differential – from \$1.85/hour to \$2.00/hour for the 6:00 p.m. - 6:00 a.m. shift

These changes have been recommended by the City Manager.

If adopted, the increases and changes provided for by this ordinance shall become effective beginning on March 12, 2026.

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF FAIRMONT AMENDING AND SUPPLEMENTING ORDINANCE NO. 2075 DULY ADOPTED JUNE 10, 2025, WHICH ORDINANCE PROVIDES FOR THE CITY OF FAIRMONT'S CURRENT PAY PLAN AND LIST OF OCCUPATIONAL CLASSES FOR ALL CLASS TITLES AND EMPLOYEES, AMONG OTHERS, TO PROVIDE FOR CERTAIN INCREASES TO ADDITIONAL COMPENSATION PROVIDED FOR BY THE STEELWORKER'S PAY PLAN.

WHEREAS, pursuant to the provisions of West Virginia Code §8-5-12, the salary and compensation of the officers, positions, and employees of the City of Fairmont has been fixed by ordinance, being Ordinance No. 2075.

WHEREAS, the City Manager has recommended the modifications to the City's existing pay plan as set forth in the ordinance title.

WHEREAS, Council finds it reasonable and necessary to amend and supplement Ordinance No. 2075 to provide for the changes recommended by the City Manager.

NOW, THEREFORE, THE CITY OF FAIRMONT HEREBY ORDAINS THAT:

Ordinance No. 2075 shall be and the same is hereby amended and supplemented as follows: (Matter to be deleted bracketed; new matter double underlined)

Remainder of page blank

**CITY OF FAIRMONT, WEST VIRGINIA
 CLASSIFIED SERVICES
 OCCUPATIONAL LIST OF CLASSES
 STEELWORKERS' PAY PLAN
 EFFECTIVE DATE: [JULY 21, 2025] MARCH 11, 2026**

Class Pay Grade	Class Pay Title	Class Base Pay
100	Auto Service Person	\$ 29,495.00
105	Utility Accounting Clerk	\$ 33,755.00
107	Inventory Control Clerk	\$ 39,367.00
110	Plumber/Pipefitter	\$ 40,048.00
120	Equipment Operator II	\$ 40,048.00
125	Customer Service Representative	\$ 40,048.00
130	Equipment Operator III	\$ 41,244.00
135	Customer Service Representative I	\$ 41,244.00
140	Utility Equipment Operator	\$ 41,244.00
145	Mechanic Operator	\$ 41,244.00
160	Traffic Skilled Technician	\$ 42,254.00
165	Auto-Heavy Equipment Mechanic	\$ 45,000.00
170	Wastewater Treatment Plant Operator	\$ 46,022.00
175	Water Treatment Plant Operator	\$ 46,022.00
177	Wastewater Treatment Plant Mechanic	\$ 46,022.00
180	Wastewater Treatment Plant Electrician	\$ 46,022.00
185	Water Treatment Plant Electrician	\$ 46,022.00
190	Lift Station Maintenance Technician	\$ 46,022.00

ADDITIONAL COMPENSATION

Longevity Pay - \$155 per year of service beginning on the first full pay period of the fiscal year of the first anniversary and continuing for each subsequent year of service

PSC Meter Certification - [\$.39/hour] \$0.45/hour

Position Description Mandated CDL Certification - [\$0.75/hour] \$0.85/hour

WVDOH Roads Scholar - \$0.85/hour

[Class I - IV Water/Wastewater - \$0.85/hour (passing exam \$0.43/hr, required hours \$0.42/hr)]

Class I - IV Water/Wastewater - \$0.95/hour (passing exam \$0.48/hr, required hours \$0.47/hr)

State of WV Lab Certification (Microbiology) Water/Wastewater - [\$0.85/hour] \$0.95/hour

WVBPH Water Distribution System Certification - [\$0.85/hour] \$0.95/hour

WVBPH Wastewater Collection System Certification - [\$0.85/hour] \$0.95/hour

Position Description Mandated Backflow Coordinator Certification - [\$0.85/hour] \$0.95/hour

Shift Differential - [\$1.65/hour] \$1.80/hour for the third (afternoon) shift

Shift Differential - [\$1.85/hour] \$2.00/hour for the first (midnight) shift

Shift Differential - [\$1.85/hour] \$2.00/hour for the 6:00 p.m. - 6:00 a.m. shift

Alternative Health Care Benefit - \$3,500.00 annually

Bachelor's Degree from Accredited College or University - \$0.34/hour

**CITY OF FAIRMONT, WEST VIRGINIA
 CLASSIFIED SERVICES
 OCCUPATIONAL LIST OF CLASSES
 FRATERNAL ORDER OF POLICE PAY PLAN
 EFFECTIVE DATE: [JULY 21, 2025] MARCH 11, 2026**

Class Pay Grade	Class Pay Title	Class Base Pay
200	Probationary Patrol Officer	\$ 53,597.00
205	Patrol Officer	\$ 60,007.00
210	Detective	\$ 60,007.00
225	Sergeant	\$ 65,641.00
230	Detective Sergeant	\$ 65,641.00
235	Lieutenant	\$ 72,578.00
240	Detective Lieutenant	\$ 72,578.00

ADDITIONAL COMPENSATION

Longevity Pay - \$155 per year of service beginning on the first full pay period of the year of the first anniversary and continuing for each subsequent year of service

Police Officer Canine Pay-Minimum wage as established from time to time by West Virginia Code §21-5C-2 with a maximum pay based on 10 hours per pay

Base pay in lieu of Shift Differential - \$1.00/hour

Annual Uniform Cleaning Allowance of \$650.00 - not included in base pay

Police Officer with a Bachelor's Degree from Accredited College or University - \$0.34/hour

Officer in Charge - hourly pay difference from Patrol Officer First Class to Sergeant for hours worked as Sergeant OIC

Officer in Charge - hourly pay difference from Sergeant to Lieutenant for hours worked as Lieutenant OIC

Alternative Health Care Benefit - \$3,500.00 annually

One time monetary incentive of \$10,000.00, payable on the first payday following the date of hire, for recruitment of a newly hired Probationary Patrol Officer with an active and valid West Virginia Law Enforcement Certification; subject to reimbursement on a prorated basis within the first three years of employment for voluntary termination

West Virginia Law Enforcement Certification Pay - \$500.00 per year of service beginning on the first full pay period following presentation of a valid West Virginia Law Enforcement certification and continuing for each subsequent year of service, beginning on the first full pay period of the subsequent fiscal year. (WVLEC Certification pay is from date on certificate, not retroactive to date of hire.)

**CITY OF FAIRMONT, WEST VIRGINIA
 CLASSIFIED SERVICES
 OCCUPATIONAL LIST OF CLASSES
 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
 EFFECTIVE DATE: [JULY 21, 2025] MARCH 11, 2026**

Class Pay Grade	Class Pay Title	Class Base Pay
250	Probationary Firefighter	\$ 47,503.00
255	Firefighter Apprenticeship I	\$ 49,851.00
260	Firefighter Apprenticeship II	\$ 51,078.00
265	Firefighter	\$ 53,745.00
270	Fire Lieutenant	\$ 57,726.00
275	Fire Captain	\$ 63,282.00

ADDITIONAL COMPENSATION

Longevity Pay - \$155 per year of service beginning on the first full pay period of the fiscal year of the first anniversary and continuing for each subsequent year of service

Alternative Health Care Benefit - \$3,500.00 annually

Base pay in lieu of Shift Differential - \$0.40/hour

Firefighter who holds a degree in Fire Science from Accredited College or University or a Firefighter with a Bachelor's Degree from Accredited College or University- \$0.34/hour

Fire Prevention and Training Officer Special Assignment Pay - \$10,000/annually

Officer in Charge - hourly pay difference from Firefighter to Fire Lieutenant for hours worked as Fire Lieutenant OIC in Central Station

Officer in Charge - hourly pay difference from Fire Lieutenant to Fire Captain for hours worked as Fire Captain OIC in Central Station

JATC Certification (Joint Apprenticeship Training Committee) - \$500.00 per year of service beginning on the first full pay period following presentation of a valid JATC Certification and continuing for each subsequent year of service, beginning on the first full pay period of the subsequent fiscal year. (JATC Certification pay is from date on certificate, not retroactive to date of hire.)

CITY OF FAIRMONT, WEST VIRGINIA
CLASSIFIED SERVICES
OCCUPATIONAL LIST OF CLASSES
NON-REPRESENTED, NON-EXEMPT EMPLOYEES' PAY PLAN
EFFECTIVE DATE: [JULY 21, 2025] MARCH 11, 2026

Class Pay Grade	Class Pay Title	Class Base Pay
305	Parking Enforcement Officer	\$ 35,356.00
310	Police Records Clerk	\$ 35,356.00
321	Staff Assistant	\$ 37,478.00
340	Senior Staff Assistant	\$ 42,058.00
345	Executive Accounting Clerk	\$ 42,058.00
355	Executive Staff Assistant	\$ 43,317.00
360	Customer Relations Manager/Auditor	\$ 43,317.00
361	Office Manager	\$ 44,322.00
362	Purchasing Coordinator	\$ 44,322.00
370	Accounts Payable	\$ 45,361.00
371	Payroll Clerk	\$ 45,361.00
400	Engineering Technician I	\$ 45,813.00
405	Construction Inspector	\$ 45,813.00
410	Code Enforcement Officer	\$ 45,813.00
415	Customer Service Supervisor	\$ 45,813.00
420	Communications Manager	\$ 46,355.00
425	Municipal Court Clerk	\$ 46,877.00
430	B&O Tax Manager	\$ 46,877.00
435	Utility Billing Manager	\$ 46,877.00
440	Code/Housing Officer	\$ 46,877.00
441	Assistant IT Technician	\$ 46,877.00
436	Vacant Structure Manager	\$ 47,355.00
442	Maintenance Superintendent	\$ 48,055.00
443	Administrative Assistant	\$ 48,164.00
444	Assistant Planner (Planner I)	\$ 48,795.00
445	Deputy Building Inspector	\$ 50,080.00
450	Assistant Field Services Supervisor	\$ 51,113.00
455	Assistant Supervisor/Meter CSR	\$ 51,113.00
456	Assistant Supervisor/StormWater	\$ 51,113.00
460	Traffic Supervisor	\$ 51,113.00
470	Seasonal Crossing Guards	Hourly
475	Part-time Parking Enforcement Officer	Hourly
480	Part-time Seasonal Employees	Hourly
481	Part-time Seasonal Code Enforcement	Hourly
485	Summer/Student Intern Appointment	Hourly
486	Part-Time Legal Assistant	Hourly

**CITY OF FAIRMONT, WEST VIRGINIA
CLASSIFIED SERVICES
OCCUPATIONAL LIST OF CLASSES
NON-REPRESENTED, NON-EXEMPT EMPLOYEES' PAY PLAN
EFFECTIVE DATE: [JULY 21, 2025] MARCH 11, 2026**

A. Position Related Certification Pay

i. Utility & Public Works Positions

PSC Meter Certification - \$0.39/hour
Position Description Mandated CDL Certification - \$0.75/hour
WVDOH Roads Scholar - \$0.79/hour
Class I - IV Water/Wastewater - \$0.79/hour
State of WV Lab Certification (Microbiology) Water/Wastewater - \$0.79/hour
WVBPH Water Distribution System Certification - \$0.79/hour
WVBPH Wastewater Collection System Certification - \$0.79/hour

ii. Building Inspection & Code Enforcement Positions

Certification in any discipline by passage of ICC exam - \$0.45/hour
Asbestos Certification - \$0.45/hour
WV State Journeyman Electrical License - \$0.45/hour
Building Code Official - \$1.95/hour (replaces \$0.39/hour individually)
Electrical Code Official - \$1.95/hour (replaces \$0.39/hour individually)
Mechanical Code Official - \$1.95/hour (replaces \$0.39/hour individually)
Plumbing Code Official - \$1.95/hour (replaces \$0.39/hour individually)
Fire Prevention Code Official - \$1.95/hour (replaces \$0.39/hour individually)
Certified Building Official - \$1.95/hour (replaces \$0.39/hour individually)

B. Other Additional Compensation

Longevity Pay - \$155 per year of service beginning on the first full pay period of the fiscal year of the first anniversary and continuing for each subsequent year of service
Bachelor's Degree from Accredited College or University - \$0.34/hour
Alternative Health Care Benefit - \$3,500.00 annually

Unclassified Groups/Positions

ADA Coordinator Special Assignment Pay - \$1,500.00
Part Time and Seasonal Employees - Federal Minimum Wage Hourly to \$15.00 per hour;
Summer/Student Intern Appointment - \$8.75 to \$15.00 per hour
Other Part-time positions calculated and paid at hourly rate for Class Pay Title Base Rate

CITY OF FAIRMONT, WEST VIRGINIA
CLASSIFIED SERVICES
OCCUPATIONAL LIST OF CLASSES
NON-REPRESENTED, EXEMPT EMPLOYEES' PAY PLAN
EFFECTIVE DATE: [JULY 21, 2025] March 11, 2026

Class Pay Grade	Class Pay Title	Class Base Pay
530	Information Technology Technician	\$ 51,113.00
533	Accountant	\$ 52,651.00
535	Environmental Technician Pretreatment Coordinator	\$ 54,931.00
540	Secretary/Treasurer	\$ 57,366.00
545	Public Works Operations Supervisor	\$ 59,359.00
546	Grant Administrator	\$ 60,628.00
549	Human Resource Manager	\$ 63,626.00
550	Assistant Finance Director	\$ 63,626.00
555	City Planner (Planner II)	\$ 63,828.00
560	Engineering Technician II	\$ 64,438.00
561	Information Technology Manager	\$ 64,781.00
570	WWTP Superintendent	\$ 70,287.00
575	Water Pumping & Treatment Supervisor	\$ 70,287.00
580	Wet Weather Program Manager	\$ 70,287.00
585	Field Services Supervisor	\$ 70,287.00
590	Engineering Technician III	\$ 74,879.00

Position-related Certification Pay Utilities:

Class I - IV Water/Wastewater - \$0.79/hour

State of WV Lab Certification (Microbiology) Water/Wastewater - \$0.79/hour

WVBPH Water Distribution System Certification - \$0.79/hour

WVBPH Wastewater Collection System Certification - \$0.79/hour

ADDITIONAL COMPENSATION:

Longevity Pay - \$155 per year of service beginning on the first full pay period of the year of the first anniversary and continuing for each subsequent year of service

Bachelor's Degree from Accredited College or University - \$0.34/hour

Position Description Mandated CDL Certification - \$0.75/hour

Alternative Health Care Benefit - \$3,500.00 annually

CITY OF FAIRMONT, WEST VIRGINIA
CLASSIFIED SERVICES
OCCUPATIONAL LIST OF CLASSES
ALL EMPLOYEES NOT OTHERWISE PROVIDED FOR PAY PLAN
EFFECTIVE DATE: [JULY 21, 2025] March 11, 2026

Class Pay Grade	Class Pay Title	[Class Base Pay]	Class Base Pay
700	Building Inspector		\$ 74,381.00
720	City Clerk		\$ 75,901.00
725	Utility Controller		\$ 77,357.00
730	Public Works Director		\$ 78,062.00
735	Dir of Planning & Development		\$ 83,283.00
738	Deputy Police Chief		\$ 86,000.00
740	Finance Director		\$ 89,225.00
745	Police Chief		\$ 90,765.00
750	Fire Chief		\$ 90,765.00
755	Senior Engineering Technician		\$ 92,447.00
760	Utility Manager		\$ 96,984.00
762	Professional Engineer		\$ 111,641.00
765	City Manager		\$ 133,500.00
770	City Attorney		\$ 111,641.00
775	Municipal Judge (Part Time)		\$ 28,387.00

A. Position-related Certification Pay Building Inspection, Code Enforcement and Utilities, Excludes Professional Engineer:

- Certification in any discipline by passage of ICC exam - \$0.45/hour
- Asbestos Certification - \$0.45/hour
- WV State Journeyman Electrical License - \$0.45/hour
- Building Code Official - \$1.95/hour (replaces \$0.39/hour individually)
- Electrical Code Official - \$1.95/hour (replaces \$0.39/hour individually)
- Mechanical Code Official - \$1.95/hour (replaces \$0.39/hour individually)
- Plumbing Code Official - \$1.95/hour (replaces \$0.39/hour individually)
- Fire Prevention Code Official - \$1.95/hour (replaces \$0.39/hour individually)
- Certified Building Official - \$1.95/hour (replaces \$0.39/hour individually)
- Certified Municipal Clerk IIMC (International Institute of Municipal Clerks) - \$1.10/hour
- Class I - IV Water/Wastewater - \$0.79/hour
- State of WV Lab Certification (Microbiology) Water/Wastewater - \$0.79/hour
- WVBPH Water Distribution System Certification - \$0.79/hour
- WVBPH Wastewater Collection System Certification - \$0.79/hour
- AICP Certification - American Institute of Certified Planners - \$.79/hour

**CITY OF FAIRMONT, WEST VIRGINIA
CLASSIFIED SERVICES
OCCUPATIONAL LIST OF CLASSES
ALL EMPLOYEES NOT OTHERWISE PROVIDED FOR PAY PLAN
EFFECTIVE DATE: [JULY 21, 2025] March 11, 2026**

B. Other additional Compensation

Longevity Pay - \$155 per year of service beginning on the first full pay period of the fiscal year of the first anniversary and continuing for each subsequent year of service
Bachelor's Degree from Accredited College or University - \$0.34/hour
Alternative Health Care Benefit - \$3,500.00 annually

West Virginia Law Enforcement Certification Pay - \$500.00 per year of service beginning on the first full pay period following presentation of a valid West Virginia Law Enforcement certification and continuing for each subsequent year of service, beginning on the first full pay period of the subsequent fiscal year. (WVLEC Certification pay is from date on certificate, not retroactive to date of hire.)

JATC Certification (Joint Apprenticeship Training Committee) - \$500.00 per year of service beginning on the first full pay period following presentation of a valid JATC Certification and continuing for each subsequent year of service, beginning on the first full pay period of the subsequent fiscal year. (JATC Certification pay is from date on certificate, not retroactive to date of hire.)

SEVERABILITY

If any provision of this ordinance is invalidated by any court, commission or board of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect.

EFFECTIVE DATE:

This ordinance shall become effective thirty (30) days after adoption.

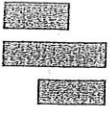
Adopted this the _____ day of _____, 2026.

MAYOR

ATTEST:

CITY CLERK

ITEM 9



Board and Commission Application

Submitted On:

Jun 6, 2025, 07:40AM EDT

City of Fairmont

City of Fairmont Board and Commission Application

By completing this form, you are indicating your interest to serve on a city board, commission, or committee. The Fairmont City Council and/or the City Manager make the appointments. All appointments remain at the discretion of the City Council and/or the City Manager. This application is a public document and will be on file for two (2) years.

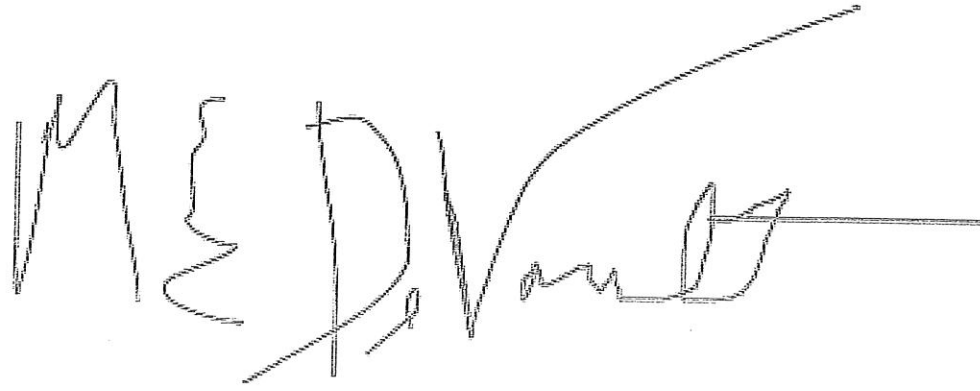
Full Name	First Name: MICHEAL Last Name: DEVAULT
Full Address	Street Address: [REDACTED] City: Fairmont State: WV Zip: 26554
Phone Number	[REDACTED]
Email	[REDACTED]
Occupation:	[REDACTED]
Employer:	[REDACTED]
Do you reside within the city limits of Fairmont?	[REDACTED]
If yes, how long?	[REDACTED]
Education:	[REDACTED]
Degree/Major:	[REDACTED]
Certifications or Vocational Training:	[REDACTED]
Other relevant skills:	[REDACTED]
Volunteer experience and community involvement (please provide dates):	[REDACTED]
If appointed, could you meet:	[REDACTED]
Please select up to three (3) of the following City Boards, Commissions, or Committees for Fairmont Airport Authority which you would like to be considered for appointment:	[REDACTED]

How did you hear about this board or commission? (Ex. Word of mouth, social media, from a current board or commission member, etc.)

Have you served on any boards, commissions, or committees in the past? If so, please list:

Signature Data

First Name: MICHEAL
Last Name: DEVAULT
Email Address: [REDACTED]



Signed at: June 6, 2025 7:39am America/New_York