

CANFIELD CITY COUNCIL

June 7, 2023-5:30 P.M.

FRANCIS J. McLAUGHLIN MUNICIPAL BUILDING

1. Call to Order.
2. Pledge of Allegiance.
3. Roll Call: Quorum is Present - Meeting is in Session.
4. Proclamations & Presentations.
5. Approval of Minutes.
6. Reading of Communications.
7. Reports of Committees, Boards, Mayor's Report, City Manager, Finance Director, Chief of Police, Zoning Inspector and Public Works Superintendent.
8. Public questions from residents (or representative) related to the above referenced reports. Questions may be limited to three (3) minutes.
9. Recognition of Persons Desiring to Appear Before Council.

10. OLD BUSINESS

Note: After each item is placed on the table for action, public comments from residents (or representative) as to that business item are received. May be limited to three (3) minutes per person and thirty (30) minutes total.

11. NEW BUSINESS

Note: After each item is placed on the table for action, public comments from residents (or representative) as to that business item are received. May be limited to three (3) minutes per person and thirty (30) minutes total.

- A. An **Ordinance** Amending Canfield Codified Ordinance Section 1127.03 "Board of Appeals".

Description: This change gives Council the "final say" if something is denied by the Planning & Zoning Commission Acting as Board of Appeals. In the past it went to County Court of Common Pleas.

Action Needed: 1st reading, set a public hearing for July 12th at 5:20 P.M.

Attachment(s): Ordinance

- B. A **Motion** Authorizing the City Manager of the City of Canfield to Enter Into A Memorandum of Understanding (MOU) for a Joint Resurfacing Program.

Description:

The City of Canfield, through our engineer's (MS Consultants) have been in discussions with other public entities on the possibility of entering into a cooperative bidding process for the purposes of a joint resurfacing program. The City of Canfield will partner with Canfield Township, and the Township of Poland in a joint resurfacing program this year. The City of Canfield, with the assistance of our City Engineer, will be the lead agency on the joint resurfacing program. In order to satisfy the requirements and define certain

terms of this joint program, a Memorandum of Understanding (MOU) is required from each participating agency. This motion authorizes the City Manager to enter into an MOU for a joint resurfacing program with the aforementioned other public entities.

Action Needed: Approval of Motion.

Attachment(s): Motion and MOU

- C. A **Motion** Ratifying A Contract Between The City of Canfield and the Utility Workers Union of America (UWUA) for Years, 2024, 2025 and 2026.

Description: See Chief

Action Needed: Passage of Motion

Attachment(s): UWUA Contract

- D. A **Motion** Amending A Contract Between the City of Canfield and the Ohio Patrolmen's Benevolent Association (Police Officers, Unit A; Dispatchers, Unit B; Lieutenants and Sergeants, Unit C) for years 2021, 2022 and 2023.

Description: See Chief.

Action Needed: Passage of the Motion

Attachment(s): Amended Police Contract.

12. Council Comments.

13. Adjournment

Introduced by: _____
First Reading: _____

**AN ORDINANCE AMENDING
CANFIELD CODIFIED ORDINANCE
SECTION 1127.03 "BOARD OF APPEALS"**

WHEREAS, the Council for the City of Canfield deems it to be in the best interests of the citizens of the City to modify Ordinance Section 1127.03 to allow for appeals from the Board of Appeals to be submitted to the Council of the City of Canfield, and

WHEREAS, Council has determined that such change is necessary to properly control land use and will be to the benefit, safety and welfare of the citizens of the City, **NOW THEREFORE, BE IT ORDAINED**

Section 1. That Canfield Codified Ordinance Section 1127.03 "Board of Appeals" shall be amended to read as follows:

1127.03 BOARD OF APPEALS.

The Planning Commission shall function as the Board of Appeals and shall perform the following functions:

(a) Administrative Appeals. To hear and decide appeals where it is alleged that there is an error in any interpretation, judgment, determination or decision made by the Zoning Inspector in the administration and/or enforcement of the provisions of this Ordinance. No public hearing shall be held.

(Ord. 1973-44. Passed 12-18-73.)

(b) Adjustments. To authorize upon appeal, where because of physical circumstances, exceptional narrowness, shallowness, shape, topographic condition, extraordinary lot conditions, or other conditions peculiar to the property, building or structure in question, there is no possibility that the property can be developed in strict conformity with the provisions of this Ordinance and adjustment is therefore necessary to enable the reasonable use of the property, provided such minimum relief can be granted without substantial detriment to the public good and does not substantially impair the intent of this Ordinance, an adjustment may be considered under the following terms and conditions. A public hearing shall be ordered by the Board. Notice thereof shall be given by the secretary of the Board not less than twenty-five days prior to the date of the public hearing by publishing the notice in a newspaper of general circulation in the Municipality. Notice shall also be given within twenty days to the parties having proprietary interest in the land located within 200 feet of the property in question, as named in the application by such other means as the granting authority deems appropriate. Failure of any person, other than the applicant, to receive notice of any hearing or public hearing shall in no way affect the validity of the action taken. No adjustment shall be granted unless the Board finds that all of the following conditions exist:

(1) The proposed adjustment will not constitute a change, including an adjustment in use, on the Zoning Map. In no case shall the Planning Commission functioning as the Board approve an adjustment for a use which is not a permitted use in the zoning district in which the property, building or structure is located.

(2) The special circumstances or conditions applying to the building or land in question are peculiar to such lot or property and do not result from the actions of the applicant and do not apply generally to other land or buildings in the vicinity.

(3) That the literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this Ordinance.

(4) The granting of the application is necessary for the preservation and enjoyment of the substantial property right and not merely to serve as a convenience to the applicant.

(5) That granting the adjustment requested will provide the minimum necessary relief to alleviate the hardship and will not confer on the applicant any special privilege which is denied by this Ordinance to other lands, structures or buildings in the same zoning district.

(6) That granting of the adjustment will be in harmony with the general purpose and intent of this Ordinance, and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

Following disapproval by the Board of an application or request for adjustment from the literal interpretation of this Ordinance, no subsequent application requesting the same adjustment shall be filed by any applicant, whether the same person, firm or corporation, until the expiration of twelve months after the original or subsequent disapproval.

The Board shall cause to be made a record of all its proceedings, setting forth its reasons for its decisions. Such record, immediately following the Board's decision, shall be filed in the offices of the Board, and shall be open to public inspection. Appeals from the Board in their decisions on the administrative error, adjustments, conditional uses, special exceptions and related matters shall be to the Council of the City of Canfield who shall conduct a public hearing in compliance with Sections 1131.05 and take action pursuant to Section 1131.06.

(c) Conditional Uses. The Board may hear and decide upon, in accordance with the provisions of this Ordinance, applications for a conditional use permit. The purpose of a conditional use permit is to allow a proper integration into the Municipality of uses which may only be suitable in specific locations within certain zoning districts or only if such uses are designed or laid out in a particular manner on the site. A conditional use permit shall be required for all uses listed as conditionally permitted uses in Chapter [1141](#).

(1) Application for a conditional use permit shall be made by the property owner, or agent thereof, to the Board on a form prescribed by the Municipality, and shall include maps and drawings necessary to demonstrate that the conditions set forth in Chapter [1151](#) shall be fulfilled.

(2) In considering an application for a conditional use permit, the Board must make an affirmative finding that the proposed conditional use is to be located in a district wherein such use may be conditionally permitted, and that all conditions for approval of conditional uses have been met.

(3) The Board shall give due regard to the nature and condition of all adjacent uses and structures and the consistency therewith of the proposed conditional use and any potential nuisances.

(Ord. 1973-44. Passed 12-18-73.)

(4) A public hearing shall be ordered and held by the Board. Notice thereof shall be given not less than twenty-five days prior to the date of public hearing by publishing notice in a newspaper of general circulation in the Municipality. Notice shall also be given within twenty days to the parties having proprietary interest in the land located within 200 feet of the property in question by such other means as the granting authority deems appropriate. Failure of any person, other than the applicant, to receive notice of any hearing or public hearing, in no way shall affect the validity of action taken. (Ord. 1973-44. Passed 12-18-73; Ord. 1977-36. Passed 12-6-77.)

(5) Any existing lawful use which is considered as a conditionally permitted use by this Ordinance, which is located in a zoning district in which such use is conditionally permitted, shall be considered as a conforming use. Any expansion of such a conditionally permitted use involving the enlargement of buildings, structure and/or land area devoted to such conditional use, shall be subject to the procedures outlined in this section.

(6) In any case where an approved conditional use permit has not been used within six months of the date on which it was granted, the permit shall expire unless an extension of the above time period has been authorized by the Board.

(Ord. 1973-44. Passed 12-18-73.)

(d) Contents of Application. Applications for adjustments or conditional use permit requests shall include at least the following information:

- (1) Name, address and telephone number of applicant;
- (2) Location of the property, lot number of the tract and the present zoning district;
- (3) Plat layout drawn to scale, showing the actual shape and dimension of the lot or parcel and all lots and parcels within 200 feet thereof which shall be attached to each application;
- (4) A list of all property owners within 200 feet, contiguous to and directly across the street from this parcel to be granted the adjustment or conditional use permit and others that may have a substantial interest in the case;
- (5) Specific reason justifying the application for adjustments or conditional use permit; (Ord. 1992-35. Passed 9-1-92.)
- (6) A non-refundable fee of three hundred dollars (\$300.00) payable to the City to cover administrative costs of the adjustment or conditional use permit. (Ord. 2020-3. Passed 2-5-20.)

Section 2. That this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings of this Council, all pursuant to Section 121.22 of the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield

PASSED IN COUNCIL THIS _____ day of _____, 2023.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

Certification of Publication

I, the undersigned Clerk of Council of the City of Canfield, Ohio, hereby certify that the foregoing Ordinance was posted in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days, to wit: _____

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

Introduced by: _____

Motion No. _____

MOTION

A MOTION AUTHORIZING THE CITY MANAGER OF THE
CITY OF CANFIELD TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING (MOU) FOR
A JOINT RESURFACING PROGRAM

WHEREAS, the City Council desires to enter into an agreement with , Poland Township and Canfield Township on a collaborative communities resurfacing program; and

WHEREAS, the City of Canfield desires to enter into an agreement in the form and manner of the Memorandum of Understanding ("MOU") attached hereto.

NOW, THEREFORE BE IT MOVED BY THE COUNCIL OF THE CITY OF CANFIELD, STATE OF OHIO:

Section 1: That the Council of the City of Canfield authorizes the City Manager to enter into the attached MOU between Poland Township and Canfield Township on a collaborative communities resurfacing program.

Section 2: This Motion and all deliberations relating to the passage of this Motion were held in open meetings of this Council, all pursuant to Section 121.22 of the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2023.

CLERK OF COUNCIL

Certification of Publication

I, the undersigned Clerk of Council of the City of Canfield, Ohio, hereby certify that the foregoing Motion was posted in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days, to wit: _____

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

**MEMORANDUM OF UNDERSTANDING
BETWEEN CANFIELD CITY COUNCIL AND BOARD OF TRUSTEES OF CANFIELD
TOWNSHIP AND BOARD TRUSTEES OF POLAND TOWNSHIP REGARDING JOINT
BIDDING OF THE 2023 RESURFACING PROJECTS**

This agreement is entered by and between the City of Canfield (“City of Canfield”), the Board of Canfield Township Trustees (“Canfield Township”), and the Board of Poland Township Trustees (“Poland Township”).

The City of Canfield desires to resurface “SEE ATTACHED” roads; Canfield Township desires to resurface “SEE ATTACHED”; and Poland Township desires to resurface “SEE ATTACHED” (hereinafter referred to as “Project”).

Ohio Revised Code 5535.08 (C)(1) provides “[i]n nonemergency situations, any political subdivision having authority to construct, reconstruct, resurface, improve, repair, and maintain roads or streets may enter into an agreement, under terms agreeable to all parties, with any other political subdivision having that authority to obtain or provide road or street construction, reconstruction, resurfacing, improvement, repair, or maintenance services. The cost, if any, of services obtained under the agreement may be paid from general fund moneys of the political subdivision receiving the services or from any other funds available for the repair and maintenance of roads or streets within that political subdivision”.

Whereas, the aggregation of the collaborating Communities resurfacing program into a single bid package is expected to be mutually beneficial to all participating parties, and the parties desire to enter into an agreement for the joint bidding of the Project and for the allocation of cost.

Each party shall participate in the drafting and approval of the bid documents at their own respective costs and shall share equally in the costs of advertisements and other costs related to the advertising and bidding of the Project.

Canfield Township and Poland Township authorize the City of Canfield to be the lead agent for the Project, and the City of Canfield is authorized to bid the Project on behalf of all parties with the bid opening to be publicly held at the Canfield City Administration Building located at 104 Lisbon Street, Canfield, Ohio 44406. Canfield Township and Poland Township shall promptly provide the City of Canfield with information sufficient to advertise the Project.

The work to be performed on the City of Canfield’s roads, Canfield Township’s roads, and Poland Township roads, shall be bid by the City of Canfield as separate bid schedules and projects for each party.

The basis of award for the Project shall be the lowest and best bid, based on the combined sum of bids for all three parties.

ms consultants, inc. shall review bids and provide an opinion as to the apparent

low bidder and an itemized bid tabulation of all submitted bids to each party as representative of the parties.

Based on the documentation provided by ms consultants, inc., if the City of Canfield, Canfield Township, and Poland Township unanimously agree to award, such bid will be to the lowest and best bidder via legislation of each party. Each party will enter into separate individual Contracts with the awarded Contractor within thirty (30) days of the bid opening so as not to delay the start of project construction.

Each party shall issue their own separate Notice to Proceed to the Contractor. The Contractor, via the prepared Bidding Documents, shall be responsible for providing each party with their own respective Bid Guaranty and Performance Bond and Maintenance Bond.

The respective party shall provide sufficient funds for the labor and material required for the improvements to be constructed within their jurisdiction.

Should a party desire to utilize an inspector for the supervision and approval of the work to be performed, the inspector shall be at the respective party's sole cost and expense.

Provided that the work has been completed to each party's satisfaction, each party shall pay to the Contractor their respective share after submission of an invoice and proper documentation by the Contractor(s). No party shall be responsible for the payment obligations of another party.

Nothing contained herein shall shift liability for maintenance and repair of the roads.

Nothing contained herein shall be deemed to be an acceptance by a party of another party's roads.

All parties represent, warrant, and agree that they will comply with all applicable laws, rules and regulations including, but not limited to Ohio's competitive bidding and prevailing wage laws.

THEREFORE, this agreement will be binding on and inure to the benefit of the parties and their respective administrators, legal representatives, successors, and assigns when permitted by this agreement. This agreement constitutes the sole and only agreement of the parties and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter hereof. This agreement may only be amended by the prior written agreement of all parties.

IN WITNESS WHEREOF, the parties caused this agreement to be executed by their respective officers with the intent to be legally bound thereby.

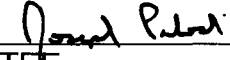
CITY OF CANFIELD

BOARD OF CANFIELD TOWNSHIP
TRUSTEES

CHUCK COLUCCI,
INTERIM CITY MANAGER



TRUSTEE



TRUSTEE



TRUSTEE

BOARD OF POLAND TOWNSHIP
TRUSTEES

TRUSTEE

TRUSTEE

TRUSTEE

Introduced By: _____

Motion No. _____

MOTION

A MOTION AMENDING A CONTRACT BETWEEN THE CITY OF CANFIELD AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (POLICE OFFICERS, UNIT A; DISPATCHERS, UNIT B; LIEUTENANTS AND SERGEANTS, UNIT C) FOR YEARS 2021, 2022 and 2023.

WHEREAS, representatives of the City of Canfield have negotiated a three-year (3 year) agreement with The Ohio Patrolmen's Benevolent Association (Police officers, Unit A; Dispatchers, Unit B; Lieutenants and Sergeants, Unit C) pursuant to Ohio Revised Code Section 4117; and

WHEREAS, Council desires to amend said contract of the City of Canfield.

NOW, THEREFORE, IT IS HEREBY MOVED BY THE COUNCIL OF THE CITY OF CANFIELD, OHIO:

Section 1: The Council of the City of Canfield hereby amends the agreement by and between the City of Canfield and The Ohio Patrolmen's Benevolent Association (Patrol Officers, Unit A; Dispatchers, Unit B; Lieutenants and Sergeants, Unit C), a copy of which Agreement is attached hereto and made a part hereof.

Section 2: That this Motion and all deliberations relating to the passage of this Motion were held in open meetings of this Council, all pursuant to Section 121.22 of the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

PASSED IN COUNCIL THIS _____ DAY OF _____ A.D., 2023.

CLERK OF COUNCIL

Certification of Publication

I, the undersigned Clerk of Council of the City of Canfield, Ohio, hereby certify that the foregoing Motion was posed in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days, to-wit: _____
_____.

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY



An Agreement

between

The City of Canfield

and

The Ohio Patrolmen's Benevolent Association

Unit A: (Full-time Patrol Officers, School Resource Officers, K-9 Officers, and Detectives)

Unit B: (Full-time Dispatchers)

Unit C: (Full-time Lieutenants and Sergeants)

Effective: January 1, 2021

Expires: December 31, 2023

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ARTICLE I PREAMBLE, DAYS DEFINED

This Agreement is hereby entered into by and between the City of Canfield, Ohio, hereinafter referred to as the "Employer" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA".

"Days" shall mean calendar days unless otherwise specified throughout this Agreement.

ARTICLE 2 PURPOSE AND INTENT

In an effort to continue harmonious and cooperative relationships with its Employees and to insure its orderly and uninterrupted efficient operations the Employer and Employees desire to enter into this agreement reached through collective bargaining which will have for its purposes, among others, the following:

- 1) To recognize the legitimate interests of the Employees of the Employer to participate though collective bargaining in the determination of the terms and conditions of their employment;
 - 2) To promote fair and reasonable working conditions;
 - 3) To promote individual efficiency and service the Employer;
 - 4) To avoid interruption or interference with the efficient operation of the Employers business;
- and
- 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3 RECOGNITION

Section 1. Bargaining Units The Employer agrees that, for the period of this contract it recognizes the OPBA as exclusive representative for negotiating wages and salaries, hours of work, and all other terms and conditions of employment for all regular full-time Patrol Officers, and Detective (Unit A), regular full-time Dispatchers (Unit B), and regular full-time police Sergeants and Lieutenants (Unit C) on the Canfield Police Department. The Employer and the OPBA agree to continue to negotiate with each other in good faith on all matters concerning the employment of said Employees.

Section 2. Officer and Dispatcher Whenever the context so requires the use of the term Officer shall refer to Bargaining Units A & C only. The use of the term Dispatcher shall refer to Bargaining Unit B only. The use of term Employee shall refer to all members of Bargaining Units A, B, & C.

Section 3. List of Employees The Employer will furnish the OPBA with a list of all Employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new Employees as hired.

ARTICLE 4 DUES DEDUCTION

Section 1. Dues Deductions During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those Employees who have voluntarily signed dues deduction authorization forms permitting said deductions. No new authorization forms will be required from any Employees in the Canfield Police Department for whom the Employer is currently deducting dues.

Section 2. Union Certification of Fees and Dues The initiation fees, dues or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA shall certify to the Employer the amounts due and owing from the Employees involved.

Section 3. Deduction by Pay Period The Employer shall deduct dues, initiation fees or assessments from each pay in equal deductions. If an Employee has no pay due on that pay date such amounts shall be deducted from the next or subsequent pay.

Section 4. Submission of Dues to Union A check in the amount of the total dues withheld from those Employees authorizing a dues deduction shall be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions.

Section 5. Indemnification of City by Union The OPBA hereby agrees to hold the Employer harmless from any and all claims, liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the Employer for any such claims, liabilities or damages that may arise.

ARTICLE 5 MANAGEMENT RIGHTS

Section 1. Management Responsibility to Manage Except to the extent modified in this agreement, the Employer shall have the exclusive right to manage the operations, control the premises, direct the working force and maintain efficiency of operations. Among the Employers management rights are the right to hire, transfer, discipline, and discharge for just cause, lay off and promote; to promulgate and enforce work rules; to introduce new equipment, methods of performing work, or facilities; to determine the size, duties, and qualifications of the work force, and work schedules.

Section 2. Description of Management Rights and Responsibilities Nothing in this Agreement does or shall be interpreted to impair the right and responsibility of the Employer to:

- a) Determine the overall mission of the Employer as a unit of government;
- b) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public Employer, standards of services, its overall budget, utilization of technology, and organizational structure.
- c) Direct, supervise, evaluate, or hire Employees;
- d) Maintain and improve the efficiency and effectiveness of governmental operations;
- e) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- f) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain Employees;
- g) Determine the adequacy of the work force;
- h) Effectively manage the work force;
- i) Take actions to carry out the mission of the public Employer as a governmental unit.

ARTICLE 6 EMPLOYEE RIGHTS

Section 1. Union Representation An Employee has the right to the presence and advice of an OPBA representative at all disciplinary interrogations, when the discipline can directly result in financial loss (i.e., suspension, demotion, or discharge).

Section 2. Criminal Questioning An Employee who is to be questioned as a suspect in any investigation of any criminal charge against the Employee shall be advised of their constitutional rights (i.e., Miranda Rights) before any questioning starts.

Section 3. Garrity Rights Before an Employee may be charged with any violation of the Rules and Regulations (i.e., insubordination) for a refusal to answer questions or participate in an investigation, the Employee shall be advised that the Employee's refusal to answer such questions or participate in such investigation will be the basis of such a charge (i.e., Garrity Rights).

Section 4. Investigatory Interviews Questioning or interviewing of an Employee in the course of an internal investigation will be conducted at hours reasonably related to the Employee's shift, unless operational necessities require otherwise, at the discretion of the Chief of Police or the Chief's designee. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. In addition, either the Employer or Employee may demand and record by such device as the Employer or Employee may deem appropriate, and a transcript may be prepared at the expense of the party demanding it.

Section 5. Employee Informed An Employee will be informed of the nature of any investigation of himself prior to any questioning. If the Employee being questioned is, at the time, a witness and not under investigation, the Employee shall be so advised, and the nature of investigation need not be stated to the Employee.

Section 6. Personnel File An Employee may request an opportunity to review their own personnel file, add memoranda to the file clarifying any documents contained in the file and may have a representative of the OPBA present when reviewing their own file. A request by the Employee or their own duly appointed agent for copies of items included in his or her file shall be honored. All items in the Employee's file with regard to complaints and investigations will be clearly marked with respect to the final disposition.

Section 7. Criminal Charges With respect to investigations which may result in criminal charges, a formal charge of misconduct shall be prepared in writing stating the matters which are under investigation and the charges which are being considered. If, during the course of an investigation this is determined, the formal written notice will be prepared and delivered to the Employee.

Section 8. Polygraph Examination In the course of an internal affairs investigation, a polygraph examination may be administered, with the Employee's consent.

Section 9. Written Charges All complaints which may involve any type of discipline that can directly result in financial loss (i.e., suspension, demotion, or discharge) to an Employee, shall be in writing and signed by a complainant. The Employer will furnish a copy of the complaint to the Employee whom the complaint has been filed against when such Employee is notified of the investigation.

Section 10. Copies of Agreement Copies of this Agreement will be printed at the Employers expense and distributed to each member of the bargaining unit.

Section 11. Retention of Disciplinary Records and Records of Performance. Records of disciplinary actions shall be removed from the employee's personnel file three (3) years after the date of the alleged offense leading to disciplinary action or as soon thereafter as the same may be removed and destroyed pursuant to Public Records Laws or other laws of the State of Ohio and destroyed in accordance with the current records retention schedule of the City of Canfield.

Section 12. Standards of Proficiency Should the Employer deem it necessary to adopt standards of proficiency in the areas of education, weapons qualifications and physical and mental competency exams, then the Employer shall give written notice to the OPBA of such intent and shall meet and confer prior to implementation. Any implementation by the Employer of such standards and/or examinations shall include; notice to OPBA of the standards to be met, the consequences of non-compliance or failure to meet testing requirements, and a reasonable time period within which the Employee must satisfy the requirements implemented.

ARTICLE 7 NO STRIKE

Section 1. Grievance Procedure to Resolve Disputes The Employer and the OPBA agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement.

Section 2. No Strike, Discipline Neither the OPBA nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other interference with the normal operation of the Employer. A breach of this Section may be grounds for discipline.

Section 3. Union Cooperation The OPBA shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no strike" clause.

Section 4. Notice to Union and Employees, Discipline In the event of a violation of the "no-strike" clause, the OPBA shall promptly notify all Employees in a reasonable manner that the strike, work stoppage or slowdown, or other interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved of by the OPBA. The OPBA shall direct the Employees to return to work immediately and advise Employees if they do not return to work immediately that such violation shall be automatic and sufficient grounds for immediate disciplinary action, including lawful discharge.

Section 5. Lockout The Employer shall not lock out any Employees for the duration of this agreement.

ARTICLE 8 WORK RULES

Section 1. Issuance of Work Rules & Policies The Employer agrees to furnish the Labor Management Committee, as established in Article 42 with written notice of the Employer's intention to make changes in department rules, policies or procedures that would affect the terms and conditions of employment of Employees. If the Labor Management Committee does not respond in writing within seven (14) days of the date of receipt of such written notice, the Employer may assume the Labor Management Committee does not wish to bargain on the proposed changes. Should the Labor Management Committee respond within seven (14) days from the date of receipt of such written notice, the Employer agrees to bargain with the Labor Management Committee in order to freely exchange information, opinions and proposals relating specifically to the proposed changes prior to their enactment or within a reasonable time after the enactment of an emergency rule. The Employer shall furnish the Labor Management Committee with a copy of such changes and inform them of the proposed implementation plans. Upon request, the Employer shall provide the Labor Management Committee with or access to available resource materials, studies or data relating to the merits of the proposed changes prior to said meeting with the Employer.

ARTICLE 9 DISCIPLINE

Section 1. Basis for Discipline Disciplinary action taken by the Employer that may result in demotion, suspension, and/or discharge shall only be for just cause. Except in cases of gross misconduct the concept of progressive discipline will be adhered to.

Section 2. Notice to Employee A non-probationary Employee who is, demoted, suspended, or discharged shall be given written notice regarding the reason or reasons for the action. The Employee shall be informed of the right to confer with a representative of the OPBA.

Section 3. Appeal of Discipline Any Employee who is, demoted, suspended or discharged may file an appeal of such action, in writing, through the grievance procedure contained herein within seven (7) calendar days following the receipt of notice of any such order of demotion, suspension, or discharge.

Section 4. Basis for Discipline An Employee shall be disciplined only for violation of established standards of conduct or rules and regulations of the Employer. Such rules shall be equitably applied to all Employees.

Section 5. Time to Initiate Discipline In areas of discipline that are non-criminal in nature, the Employer shall take disciplinary action within a period of no later than thirty (30) calendar days from when the Employer becomes cognizant of the alleged infraction. (Note to this sentence: - If an infraction is initiated as criminal in nature and then is found to be non-criminal, the 30-day disciplinary period commences with the time the infraction is deemed non-criminal.) If such disciplinary action is not taken against the Employee within such period of time, the disciplinary action is deemed withdrawn. In areas of discipline that are criminal in nature, the Employer may take disciplinary action within a period of no later than thirty (30) calendar days from when all court proceedings are concluded, however, this thirty (30) calendar days will not extend past any codified statutes of limitations. All times within this section may be extended by mutual written agreement.

Section 6. Records of Employee Conduct Records of supervisory intervention, warning, written reprimand, suspension, or reduction shall cease to have force and effect thirty six (36) months from the date of issuance.

Section 7. Pre-Disciplinary Process(a)

(a) **Criminal Charges** When an employee is charged with a misdemeanor or felony, the Employer shall schedule a pre – disciplinary hearing within 10 days. An employee may be placed on administrative leave with pay at any time during the process, if the appointing authority determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the employer's operation

(b) **Garrity Rights, Administrative Leave Pending Criminal Matter** Unless the employee is granted their Garrity Rights, they shall be placed on administrative leave until the criminal matter has been adjudicated. The first 30 days shall be with pay. The Employer may place them on unpaid administrative leave, after the 30 days. The pre – disciplinary hearing would be held in abeyance until the matter has been resolved in the courts. The Employee may use any accrued time, other than sick leave, while on administrative leave without pay.

(c) **Employee on Administrative Leave** An employee may be placed on administrative leave with pay or suspended for cause if they are granted their Garrity Rights and the reason for the suspension is based on a misdemeanor, (related to Uniform Standards of Conduct #1), or a felony. If after 30 days, the complaint has not been resolved in Court, the Employer may place on administrative leave without pay or suspend the employee, until the matter has been adjudicated. If such suspension is imposed, its outcome is subject to the grievance and arbitration procedure. The Employee may use any accrued time, other than sick leave, while on administrative leave without pay.

(d) **Administrative Charges During or Following Criminal Proceedings** Once the criminal case has been fully adjudicated, the employer shall have 10 calendar days to re-open the pre-disciplinary hearing. Additionally, the Employer may pursue administrative proceedings/discipline during the pendency of the criminal proceedings. If the employee is found to be innocent of the criminal and administrative charges, they shall be made whole for all time lost.

ARTICLE 10 ASSOCIATION REPRESENTATION

Section 1. Employee Representatives The parties recognize that it may be necessary for an Employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representation. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the Chief of Police, the Chief's designee or, if no person is designated, then through the established chain of command. The Employer will compensate a representative at the appropriate rate for time spent in good faith processing of grievances, and at any meetings at which the Employer requests a representative be present.

Section 2. Negotiating Committee Two members of each bargaining unit on the Negotiating Committees shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer, if held during a member's regular working hours without loss of pay.

Section 3. Bi-Annual Union Leave An approved leave of up to five (5) working days for every two (2) years may be granted to two members of the OPBA Negotiating Committee for the purpose of attending OPBA conventions. A minimum of thirty (30) calendar days written notice shall be provided to the Employer prior to taking such leave. Leave for this purpose shall be unpaid.

Section 4. OPBA Representatives Duly authorized representatives of the OPBA shall have access to the Canfield Police Department premises for the purpose of transacting official OPBA business consistent with this Agreement, provided that this shall not interfere or disrupt the normal conduct of the Canfield Police Department affairs.

Section 5. Copy Machine The OPBA shall be permitted use of the Canfield Police Department copy machine.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 1. Right to Present Grievances Every Employee shall have the right to present their own grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a person of their own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 2. Definitions For the purposes of this procedure, the below listed terms are defined as follows:

- a) **Grievance** - A "grievance" shall be defined as an allegation that a specific term of this Agreement is being violated.
- b) **Grievant** - The "grievant" shall be defined as any Employee, or group of Employees, within the bargaining unit, or OPBA.
- c) **Party in Interest** - A "party in interest" shall be defined as any bargaining unit Employee of the Employer named in the grievance that is not the grievant.
- d) **Days** - A "day" as used in this procedure shall mean calendar days.

Section 3. Grievance Procedures The following procedures shall apply to the administration of all grievances filed under this procedure.

- a) **Information required in grievance** All grievances shall be in either written or typed form utilizing only the OPBA official grievance form, which shall include the name and position of the grievant, the identity of the provisions of this agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant; a general statement of the nature of the grievance and the redress sought by the grievant; and shall be delivered to the Chief of Police by the grievant and/or an active member of the current bargaining unit or business agent. The grievance form shall be signed by the grievant or union representative or OPBA business agent upon delivery.
- b) **Written decisions** All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant.
- c) **Representation in grievance procedure** The grievant may choose whomever the grievant wishes to represent him at any step of the grievance procedure.

- d) **Exclusive process** The existence of this Grievance Procedure, hereby established, shall not be deemed to require any Employee to pursue the remedies herein provided and shall not impair or limit the right of any Employee to pursue any other remedies available under law, except that any Employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.
- e) **Time limits** The time limits provided herein will be strictly adhered to and any grievance not filed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall be automatically sustained in favor of the grievant. The time limits specified for either party may be extended only by mutual written agreement. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.
- g) **Informal adjustment of grievances** Nothing contained herein shall be construed as limiting the right of any Employee having a potential grievance to discuss the matter informally with any appropriate member of the administration and having said matter adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement and provided that the Employee may have an OPBA representative present if they so desire. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

Section 4. Grievance Procedure All grievances shall be administered in accordance with the following steps of the grievance procedure:

Step 1: Police Chief Informal Meeting An Employee who believes they may have a grievance shall notify the Chief of Police or the Chief's designee in writing of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Chief of Police or the Chief's designee will schedule an informal meeting with the Employee and an OPBA representative, this meeting may be waived if mutually agreed upon by both parties, if such representation is requested by the Employee, within fourteen (14) days of receipt by the Chief of Police or the Chief's designee of the notice of the Employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally, and a written statement of resolution or failure to resolve shall be prepared and provided to the grievant and the party in interest, within seven (7) days of the meeting.

Step 2: City Manager Meeting If the grievant or any party in interest is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the City Manager within five (5) days from the date of the rendering of the decision at Step 1. Copies of the written decisions shall be submitted with the appeal. The City Manager or the City Manager's designee shall convene a hearing within fourteen (14) days of the receipt of the appeal. The hearing will be held with the grievant, their own OPBA representative and any other party necessary to provide the required information for the rendering of a proper decision.

Step 3: City Manager Written Decision The City Manager or the City Manager's designee shall issue a written decision to the Employee and their own OPBA representative within fifteen (15) days from the date of the hearing. If the Union is not satisfied with the decision at Step 3, the Union may proceed to arbitration pursuant to the Arbitration procedure herein contained.

ARTICLE 12 ARBITRATION PROCEDURE

Section 1. Appeal to Arbitration In the event a grievance is unresolved after being processed through all the steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 2, the Union may submit the grievance to arbitration. Upon receipt of a demand to arbitrate the parties will promptly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of arbitrators and will choose one by the alternative strike method. Alternatively, the parties may agree to a mutually agreed arbitrator.

Section 2. Arbitrator Authority The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement, unless it is the specific unresolved issue of Mid-Term Bargaining.

Section 3. Rules for Arbitration Hearings The hearing or hearings shall be conducted pursuant to the Rules of the FMCS.

Section 4. Arbitration Fees The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses will be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 5. Witnesses at Arbitration Hearings An Employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at the regular hourly rate during required attendance. Any request made by either party for the attendance of witnesses shall be made in good faith.

Section 6. Arbitration decision The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 13 NON-DISCRIMINATION

Section 1. The Employer and the OPBA agree not to discriminate against any Employee(s) on the basis of race, religion, color, creed, national origin, age, sex, sexual orientation or handicap.

Section 2. The OPBA expressly agrees that membership in the OPBA is at the option of the Employee and that it will not discriminate with respect to representation between members and non-members.

ARTICLE 14 GENDER AND PLURAL

Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 15 CONFORMITY TO LAW

Section 1. Supersede This Agreement shall supersede any present and future city laws, applicable rules or regulations.

Section 2. Conflict of Law and Agreement If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE 16 OVERTIME PAY

Section 1. Overtime Compensation Employees are eligible for overtime compensation for any hours compensated or worked in excess of eight (8) hours in one day or for any hours compensated or worked in excess of forty (40) in one week, when approved in writing by the Chief of Police or the Chief's designee. The Employee shall be compensated, at the Employee's election, either at (a) the rate of one and one-half (1 1/2) times the Employee's adjusted regular hourly rate for hours worked or (b) by "compensatory time off" computed at a rate of one and one-half (1 1/2) times the hours worked. The maximum accumulation of "compensatory time off" is 100 hours. Any balance of comp time at the end of the calendar year will be applied to the maximum accumulation for the following year. The Chief of Police or the Chief's designee may refuse requests for using "compensatory time off" if it results in overtime for another Employee.

Section 2. Shifts defined. For payroll reporting, scheduling, holiday pay and overtime computing, all shifts starting at 10:00 p.m. or after shall be considered as falling on the following day (Example: A shift that begins at 10:00 p.m. on February 2nd, will be considered as falling on the midnight turn for February 3rd. The same for the 11:00 p.m. shift. A shift beginning at 9:00 p.m. on February 2nd will be considered as falling on the afternoon turn on February 2nd.)

Section 3. FLSA The "compensatory time off" options contained in this Article shall be offered only to the extent consistent with the Fair Labor Standards Act.

Section 4. Call-IN Whenever approved by the Chief or the Chief's designee, off duty Employees, called in to work, scheduled for a special detail (i.e., administrative or teaching assignment, filling in for a vacant shift, and calls outs), or appearing in court or at hearings on behalf of the Employer shall be compensated as described in Section 1 of this Article, and in no event shall be compensated for less than four (4) hours regular time, which may be taken as paid or "compensatory time off" overtime.

Section 5. Required Training All Employees who are not scheduled to work, but are required to attend departmental meetings, firearms practice, training sessions, K-9 Training, qualifications and testing (i.e., annual Physical Fitness Assessment, Data master testing, Range Qualifications, Range Practice, etc.), or uniform fittings - when the uniform item is provided by the department - shall be compensated as set forth in Section 1 (a) or (b) of this Article.

Section 6. Overtime Rotation The Employer or its designee shall rotate all overtime opportunities among the full-time Employees, except as provided herein, in accordance with rotational lists (one consisting of Unit A & C and another list consisting of Unit B). The Chief of Police or the Chief's designee may post the rotational list for Employees to sign or may elect to make notification by other means as outlined below. The Employee first on the rotational list shall have first opportunity to accept or reject overtime; upon acceptance or rejection that Employee shall rotate to the end of the list and all other Employees shall move up on the list until the next overtime opportunity is offered. All full-time Employees shall have the first rights to accept or reject the overtime before it is offered to any part-time Employees for a.) a regularly scheduled shift (one day) when the call off occurs more than four (4) hours prior to the scheduled start of the shift, b). overtime for the Canfield Fair, the Canfield Car Show, c). client paid overtime and d) the Fourth of July Parade Detail.

Part-time Employees may be offered the following overtime opportunities before they are offered to full-time Employees, including, but not limited to:

1. Vacation replacement;
2. "Compensatory time off" replacement;
3. Personal Day replacement;
4. Leave of absence (including disability leave);
5. OPBA leave for meetings and conferences;

6. Replacement of an Employee on OPBA business (i.e., representation & negotiations);
7. Holidays;
8. Sick leave or injury leave, except that a Full Time Employee will be offered the first day of said leave if the call off is made with more than four (4) hours notice;
9. Jury duty leave;
10. Funeral leave;
11. Replacement of Employees who are attending training schools or seminars.

Section 7. Overtime Roster The Employer shall maintain and post a roster of overtime assignments on the bulletin board in the Police Department. Employees on vacation, "compensatory time off", sick leave (unless actually sick or injured), or other leave of absence may be offered overtime if they are readily available. An overtime opportunity may be assigned or determined by the Chief or the Chief's designee provided the over-time opportunity requires the performance of a special skill or such overtime involves the performance of a task, which has been undertaken by the particular Employee. Any over-time opportunities that arise with less than four (4) hours notice and require immediate assignment may be assigned to any Employee as determined by the Chief or the Chief's designee. No Employee, as a result of application of this Section 5 shall be required to work more than twelve (12) continuous hours except under emergency circumstances.

In addition to the posting of overtime opportunities on a signup sheet using a rotational list system (as outlined previously in this section) and while following the rotational list system, notification may, at the Chief's discretion, or the Chief's designee's, be attempted through direct communication or by radio if the Employee is on duty. If the Employee is not on duty, notification will be attempted first by calling the Employee's phone and leaving a message (Note: If an answer phone or other person answers). If the Employee does not personally answer the phone, notification will also include a page, text, or other means of contacting the employee. The Employee will be given five minutes to return a call to the station in order to accept or decline the overtime opportunity. If the Employee does not call back within the allotted time period, the Employee will forfeit all contractual rights to the overtime opportunity.

Section 8. Dispatchers Requests for Leave Dispatchers accumulating compensatory time will not be denied the time off due to the fact that the day may run in conjunction with an Officer's day off, whether by vacation, compensatory, personal day or sick leave.

Section 9. Limits on Compensatory Time Requests "Compensatory time off" should not be requested for Independence Day celebration times, the week of the Canfield Fair, or Holidays, except for members of Bargaining Units A and C who work a shift that is determined by Chief or the Chief's designee as not being a business necessity.

Section 10. Conversion of Compensatory Time at Death Upon the death of an Employee, the former employee's last check shall include an amount equal to the sum of accumulated compensatory hours at the Employee's current rate of pay.

Section 11. Order of Employees Required to Work In the event that a shift can not be filled, the Chief or the Chief's designee may order an Employee to work starting with the Employee with the lowest seniority, however no Employee shall be required to work more than twelve (12) continuous hours except under emergency circumstances.

Section 12. Paid Details Rate Officers working client paid details will be compensated with pay only, at a rate of \$30 per hour or as mutually agreed upon, with the exclusion of Canfield Fair details and CVSA examinations which will be compensated pursuant to Section 1a of this Article.

ARTICLE 17 WORK SCHEDULES AND SENIORITY

Section 1. Seniority Defined Seniority or Departmental Seniority is defined as an Employee's total length of continuous full-time service with the Police Department, beginning with the date of his or her appointment as a full-time Employee of the Police Department. It is agreed that any Employee who voluntarily resigns or is discharged for just cause shall suffer loss of seniority rights. Seniority in rank shall be defined as the total continuous full-time service with the Police Department in a particular rank. Sergeants will regain full Seniority or Departmental Seniority in the event they return to the rank of patrol officer or patrolman for whatever reason.

Section 2. Probationary Period The probationary period shall be twelve (12) months for all Dispatchers, Patrol Officers, and Sergeants positions.

Section 3. Schedules, Lunch and Breaks Each Employee shall regularly be scheduled to work five consecutive eight-hour days, with two consecutive days off. Such scheduled work days and hours are subject to lay-off or reduction in force by the Employer. The parties agree to discuss alternate work schedules for operational reasons. The eight-hour work day is inclusive of a one-half hour lunch or dinner break. A one-half hour lunch or dinner break may be taken when it is practical to do so.

Section 4. Shift Trades Employees shall be able to trade shifts, on a temporary basis with approval of the Chief of Police or the Chief's designee.

Section 5. Shift Bid Employees shall be allowed to bid for work shifts which will be implemented each January and July that this Agreement is in force and at any time the schedule is changed due to incurred vacancies in staffing numbers. Bid procedure for members of Bargaining Unit A, Patrol Officers, and Unit B, Dispatchers, shall utilize Departmental Seniority preference and will not include those Employees who are assigned to perform the duties of K-9 Handler, School Resource Officer MCCTC, and Detective. Bid procedures for members of Bargaining Unit C, Sergeant and Lieutenants shall utilize Seniority within Rank.. The schedule will be posted in December and June for review and bidding.

ARTICLE 18 HOLIDAYS

Section 1. Paid Holidays All full-time Employees shall receive the following paid holidays:

- 1). New Years Day, 2) Martin Luther King Day, 3) President's Day, 4) Good Friday, 5) Easter, 6) Memorial Day, 7) Independence Day, 8) Labor Day, 9) Veteran's Day, 10) Thanksgiving Day, 11) Day after Thanksgiving Day, 12) Christmas Eve, 13) Christmas Day.

Section 2. Pay In Lieu of Holidays An Employee who is scheduled to work a normal week, regardless of holiday, will be paid by the seventh day of December, at the Employee's current regular rate of pay, for the number of holidays since the previous December 15. If the Employee works less than a full year, then the holiday pay will be prorated to reflect only the holidays which occurred while the Employee was employed by the Employer. Employees shall not have holiday pay reduced due to scheduling, sick days, vacation, or other paid leave.

Section 3. Pay For Work On Holidays An Employee who works on a holiday shall receive compensation at a rate of one and one half (1 1/2) times the adjusted regular rate of pay for that day, in addition to the regular holiday pay. (Note: If the Employee exceeds eight hours on a holiday, the Employee will be compensated at a maximum of 2 & 1/4 times the adjusted regular rate of pay for that period of time).

Section 4. Limits on Vacation on a Holiday Only one person per bargaining unit will generally be given vacation time off with the approval of the Chief of Police or the Chief's designee on each holiday. Other than the aforementioned vacation time off, personal days and compensatory time off should not be scheduled for holidays, except for members of Bargaining Units A and C who work a shift that is determined by Chief or the Chief's designee as not being a business necessity.

ARTICLE 19 VACATIONS

Section 1. Prior Service Credit. All provisions of Section 9.44 of the Ohio Revised Code have been considered in bargaining for this Article of the Collective Bargaining Agreement.

Section 2. Accumulation and Use of Vacation Leave. Employees shall accumulate vacation days at the following rates: If the employee is in full pay status for at least twenty (20) days during such month

Years of Service - After	Accumulative Rate
1 month through 3 years	5/6 of a day per month
3 years through 5 years	1 day per month
5 years through 10 years	1 1/4 day per month
10 years through 15 years	1 1/2 days per month
15 years through 20 years	1 3/4 days per month
20 years through 25 years	2 days per month
25 years and more =	2 1/2 days per month

Each non-probationary Employee shall take at least five (5) days vacation per year and may accumulate a maximum number of twenty-five (25) days. It is the responsibility of the Employee to plan ahead and "use or lose" the vacation time.

Each non-probationary Employee shall have the option to cash out up to forty (40) hours of accumulated vacation time once per year so long as the employee maintains at least forty (40) hours of vacation time in their vacation leave bank. Employees exercising this cash out must request the cash out by November 1st. The vacation cash out shall not count as taking the minimum required vacation days as outlined above.

Section 3. Vacation Leave Calculated Earned vacation shall be calculated and reported to Employees each pay period.

Section 4. Approval Required for Vacation Leave, Limits Vacation time shall be taken at a time approved of by the Chief of Police or the Chief's designee. Vacation time off should not be scheduled for Independence Day celebration times or the week of the Canfield Fair.

Section 5. Transfer of Vacation Leave Within City An Employee who has earned vacation time by reason of being employed by the Canfield Police Department shall be able to transfer their vacation time to another City of Canfield department should the Employee elect such a transfer.

Section 6. Conversion of Vacation Leave on Death Upon the death of an Employee, or retirement or resignation of an Employee who has put in a minimum of two weeks notice, and has unused vacation time, the Employee or estate of the Employee shall be paid for any accumulated and unused vacation time at the current regular rate, subject to a maximum of twenty-five (25) days.

Section 7. Annual Vacation Leave Bid Vacation dates will be bid for annually by Departmental Seniority for Bargaining Unit A and Bargaining Unit B and by Seniority in Rank for Bargaining Unit C. The initial round of bidding will be conducted prior to January 1 of each year and will be limited to a maximum of ten (10) days, five (5) of which must be consecutive. After the initial round is complete, a second round of bidding will be conducted during which the remainder of available vacation days may be selected without restriction. Remaining vacation days may then be requested. Bargaining Unit Members will only have to bid against other Bargaining Unit Members for vacation dates and will not suffer vacation restrictions because members of another bargaining unit have made similar vacation date requests.

During the first round of bidding, each member of each bargaining unit may only bid on three holidays, provided these holidays are not already taken and provided that these holidays should not include Independence Day celebration times and Labor Day.

Section 8. Advance of Vacation Leave An Employee that qualifies for "Family Leave" to care for a spouse, son, daughter or parent with a "serious health condition" may request in writing a one-year advance on vacation time. Said request may be approved by the Manager after reviewing medical certifications. Said advance shall be granted only once per "serious health condition." Said vacation advance shall not entitle the Employee to payment upon Employee's termination of service, whether voluntary or involuntary." (For the purpose of this Agreement, the terms "family leave" and "serious health condition" shall be defined as provided in the Family and Medical Leave Act of 1993).

ARTICLE 20 SICK LEAVE

Section 1. Sick Leave Uses Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the Employee or "immediate family" as defined in Section 7; 2) exposure by the Employee to contagious disease communicable to other Employees; 3) serious illness, injury, childbirth by the Employee or Employee's spouse, or death in the Employee's immediate family; or 4) medical, dental, or optical examination or treatment which prevents the Employee from performing assigned duties.

Section 2. Sick Leave Earned All full-time Employees shall earn sick leave at the rate of five (5) hours per pay [ten (10) hours per month or one and one-quarter (1 1/4) days per month] and may accumulate such sick leave to a maximum of 2000 hours (250 work days); provided, however, that an Employee shall not earn sick leave for any month unless the Employee is in full pay status for at least twenty (20) work days during such monthly period.

Section 3. Notification for Use of Sick Leave An Employee who is to be absent on sick leave shall notify the supervisor of such absence and the reason therefor at least one (1) hour before the start of their work shift each day the Employee is to be absent. An Employee who becomes ill or injured on duty shall be entitled to sick leave and shall notify their supervisor prior to leaving. Such notice and reason may be required to be confirmed in writing by the Employee upon return to work.

Section 4. Increments for Use Sick leave may be used in segments of not less than one (1) hour.

Section 5. Satisfactory Excuse for Use of Sick Leave Before an absence may be charged against accumulated sick leave, the Chief of Police or the Chief's designee may require the Employee to furnish a satisfactory medical excuse for absences of three (3) days or greater indicating that the absence was caused by illness or any causes listed in this Article.

Section 6. Abuse or Misuse of Sick Leave, Physical/Medical Exams Any abuse or misuse of sick leave shall be just and sufficient cause for discipline as may be determined by the Chief of Police or the Chief's designee. In the event the Employer determines that there is probable cause to believe that an Employee may be physically or mentally unfit to perform their job, the Employer may require a physical or mental examination, at its expense to determine fitness for the job. The Employee may submit similar medical evidence and if such evidence is contradictory the Employer and Employee's physicians shall select a third physician whose opinion of fitness shall be binding upon the parties. All medical costs shall be at the Employer's expense.

Section 7. Immediate Family Defined When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the Employee's spouse, children or parents.

Section 8. Transfer of Sick Leave An Employee who transfers from this Police department to another department of the Employer shall be allowed to transfer their accumulated sick leave to the new department. Likewise, an employee who transfers into this department with accumulated sick

leave shall use the transferred in sick leave time first, prior to using sick leave time earned with the City of Canfield.

Section 9. Conversion at Retirement or Death Upon the death, of an Employee who has at least five (5) years of continuous full-time service to the City of Canfield at the time of death, or upon the retirement of a full time Employee who has at least ten (10) years of continuous full-time service with the City of Canfield at the time of retirement; such Employee or their estate shall be entitled to receive a cash payment equal to their daily rate of pay at the time of death or retirement, multiplied by twenty-five percent (25%) of the total number of accumulated but unused sick days earned by the Employee, as certified by the Finance Director. Notwithstanding the above, the number of days shall not exceed sixty (60). Any conversion shall zero out the balance an employee's sick leave bank.

Section 10. Advance of Sick Leave An Employee that qualifies for "Family Leave" to care for a spouse, son, daughter or parent with a "serious health condition" may request in writing a one-year advance on sick leave. Said advance shall be granted only once per "serious health condition." Said request may be approved by the Manager after reviewing medical certifications. Said sick leave advance shall not entitle the Employee to payment upon Employee's termination of service, whether voluntary or involuntary.

Section 11. Sick Time for Cosmetic Surgery Subject to Vacation Bidding If any absence will be the result of any cosmetic medical procedure that qualifies as sick leave, then the scheduled sick leave time off will be bid against vacation time off, after the second round of bidding is conducted in the preceding December, and will be requested, approved, or denied under the same restrictions imposed on vacation time.

ARTICLE 21 SICK LEAVE BONUS

A sick day bonus of six (6) hours of pay per quarter (defined in table below) will be paid on May 30th for the first half and November 30th for the second half of each year to those full-time Employees who have taken no sick days in the respective quarter. Each quarter will be evaluated independently for use of sick time. For example, if an employee uses sick leave in the first quarter and no sick leave in the second quarter, they will receive a bonus of six (6) hours of pay on May 30.

<u>Quarter</u>	<u>Begin Date</u>	<u>End Date</u>
1	November 16	February 15
2	February 16	May 15
3	May 16	August 15
4	August 16	November 15

ARTICLE 22 MEDICAL EXAMINATIONS/DISABILITY SEPARATION

Section 1. Examinations. If, at any time, the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the material and substantial duties and/or the essential functions of the employee's position, or that the employee poses a threat to the employee or others, the Employer may require the employee to submit to a medical, psychiatric, or psychological fitness for duty examination. Such examination shall be conducted by a licensed health care professional or psychologist selected by the Employer and the Employer shall bear the cost. The employee shall have the right to get another medical opinion at the Employees expense as covered under the health insurance plan. If said opinions don't agree the doctors shall select a specialist to reevaluate the employee at the City's expense.

Section 2. Disability Recuperation or Separation and Appeal. Notwithstanding the provisions of this Article or any other provisions of this Agreement, an employee may be disability separated at the

time it is determined the employee is unable to perform the material and substantial duties and/or the essential functions of their position unless the employee can be rehabilitated. If the required rehabilitation time is greater than the employees accumulated time off and FMLA time, they may request the City to grant them a Leave of Absence per Article 27.

If the doctor(s) don't believe the employee will be able to recuperate, the employee will, pursuant to the terms of this Agreement, be paid their accumulated, unused balance of any accumulated time they would otherwise be allowed.

ARTICLE 23 INJURY LEAVE

Section 1. Duty Injury Leave When an Employee is injured in the line of duty while actually working for the Employer, the Employee shall be eligible for leave with compensation not to exceed ninety (90) calendar days, provided the Employee files for Worker's Compensation and signs a waiver assigning to the Employer those sums of money (temporary total benefits) the Employee would ordinarily receive as their weekly compensation as determined by law for those number of weeks the Employee receives benefits under this Article. An Employee who is injured in the line of duty shall be permitted to leave work immediately to receive medical treatment, and shall notify their supervisor prior to leaving, and shall not suffer loss of that shift's pay as a result.

Section 2. Extension of Injury Leave If at the end of this ninety (90) calendar day period, the Employee is still disabled, the paid leave may, at the Employer's sole discretion, be extended for an additional period(s).

Section 3. Physical Exams The Employer shall have the right to require the Employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the Employee is unable to work due to the injury as a condition precedent to the Employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the Employee is actually disabled or not, and whether the Employer will extend the period of leave. The Employer shall have the right to obtain periodic reports from the physician.

Section 4. Personal Items Destroyed in Line of Duty Watches, up to a maximum of \$100.00 and glasses shall be repaired or replaced by the Employer when damaged or destroyed in the line of duty. Dentures damaged or destroyed in the line of duty shall be repaired or replaced by the Employer. However, the Employee must file a claim with the Worker's Compensation Bureau and any payment received from Worker's Compensation shall be signed over to the Employer.

ARTICLE 24 PERSONAL LEAVE

All Employees shall, in addition to all other leave benefits, be granted one (1) paid personal leave day each calendar year to be taken (or lost) by May 30th of the succeeding year, with the advance approval of the Chief of Police or the Chief's designee. Personal Leave time off should not be scheduled for Independence Day celebration times, the week of the Canfield Fair, or holidays.

ARTICLE 25 FUNERAL LEAVE

Section 1. Funeral Leave Immediate Family An Employee shall be granted time off with pay (not to be deducted from the Employee's sick leave) for the purposes of attending the funeral of a member of the Employee's immediate family. Immediate family shall be defined to only include the Employee's mother, father, spouse, former spouse, child, brother, sister, father-in-law, mother-in-law, grandparents and grandchildren. The Employee may request up to a maximum of four (4) work days for each death in the immediate family.

Section 2. Funeral Leave Extended Family An Employee shall be granted time off with pay (not to be deducted from the Employee's sick leave) one (1) day to attend the funeral of an employee's Aunt, Uncle, Niece, Nephew, or other relative living in your household under your care.

ARTICLE 26 JURY DUTY LEAVE

Any Employee who is called for jury duty, either, Federal, County or Municipal, shall be paid his or her regular salary.

ARTICLE 27 LEAVE OF ABSENCE

Section 1. Leave of Absence At the Employee's request, the Employer may authorize leave of absence, without pay, for a period not to exceed three (3) months, provided fourteen (14) days notice is submitted.

Section 2. Administrative Leave of Absence The Employer may place an Employee on paid "Administrative Leave" for up to twenty (20) working days for any stated purpose. Extension of paid "Administrative Leave" may be granted by the Employer.

Section 3. Leave for Specific Administrative Positions The Employer may place an Employee from a Bargaining Unit on unpaid "Specific Administrative Leave" from the Bargaining Unit for up to three (3) years for the specific purpose of appointment to the position of Chief of Police. Extension of "Specific Administrative Leave" may be granted by the Employer every three (3) year period for an indefinite period of time. If at any point in time the Employee resigns, is demoted, or removed from the specific position of Chief of Police, the Employee shall maintain full rights under the contract based on "seniority" (i.e., hiring date for the original bargaining unit position).

ARTICLE 28 FAMILY LEAVE

Section 1. Eligibility for FMLA An Employee, who has been employed by the City of Canfield for at least twelve (12) months and has worked 1250 hours during the twelve-month period preceding the request for family leave, is an "eligible Employee" for family leave.

Section 2. Conditions for Use of FMLA Family leave is Twelve (12) weeks is unpaid and shall be granted to an "eligible Employee"

- A. Because of the birth of a son or daughter of the Employee and in order to care for such son or daughter.
- B. Because of the placement of a son or daughter with the Employee for adoption or foster care.
- C. Because of a serious health condition of the Employee that makes the Employee unable to perform the functions of the job.
- D. Because of the need to care for the Employee's spouse, son, daughter or parent with a "serious health condition."

Section 3. FMLA Leave Available An "eligible Employee" shall be granted, when requested, a total of twelve (12) weeks of family leave within the first twelve (12) months after a baby's birth or placement.

Section 4. Parental FMLA Family leave may be taken by either parent.

Section 5. Use of FMLA Leave for the birth or placement of a child must be taken in one block of time, unless approved by the Employer. Leave for the "serious health condition" of the employee, employee's spouse, son, daughter or parent may be intermittent.

Section 6. Concurrent Use of Employee Accumulated Paid Leaves and FMLA During family leave, the eligible Employee shall first use all accumulated vacation, compensatory time and sick leave. However, the Employee may request to reserve some portion of his or her vacation, compensatory time and sick leave, not exceeding a total of fifteen (15) days. Then, the Employee shall take the balance of family leave as unpaid leave.

Section 7. Requests for FMLA An Employee is required to request leave in writing thirty (30) days prior to commencement, if possible. The Employer may request medical certification regarding the "serious health condition" and the probable duration of care.

Section 8. Maximum Parental Leave If both parents are employed by the same Employer, the total amount of leave provided shall not exceed twelve (12) weeks (60 working days).

Section 9. Health Insurance During FMLA During the unpaid leave, all health care and life insurance benefits will be paid by the Employer.

Section 10. Failure to Return from FMLA If an Employee elects not to return to work after the expiration of the family leave, the Employer may recover from the Employee the cost of medical premiums paid during the unpaid portion of the leave.

ARTICLE 29 OFFICER PROMOTIONS to classified positions (i.e., Detective, Sergeant, and Lieutenant)

Section 1. Posting of Promotional Positions Within ninety (90) calendar days of the effective date of a vacancy, the employer shall determine the selection criteria and promotional process in filling the vacant position. The selection criteria and promotional process shall include a timeline on filing the vacancy, and a listing of the required knowledge, skills, and abilities, as well as additional assessment protocols (i.e. examinations, interviews, essay, etc.) as determined by the Chief of Police in order to assist in selecting the most qualified individual for the promotional opportunity.. The position shall then be posted for seven (7) calendar days. Interested Police Officers must submit a letter of intent within 10 days of this initial posting to the Employer. If no letter of intent is submitted within the 10 day calendar period, the Employer may appoint an Officer at the Employer's discretion.

Section 2. Appointment Within ninety (90) calendar days of posting the vacancy, the Employer shall, appoint from the interested Officers.

Section 3. Probationary Period on Promotion The probationary period for all promotions shall be twelve (12) months. The Police Chief may recommend to the City Manager the waiver of the probationary period. Sufficient documentation shall accompany said recommendation to justify the waiver. The City Manager may approve any waiver of the probationary period in writing.

Section 4. Time to Participate in Promotional Process Bargaining unit members who are participating in any promotional process shall be allowed reasonable time off to participate in the promotional process without loss of pay, if any testing is held during a member's regular working hours. Bargaining unit members who are participating in any promotional process will not receive any additional compensation.

ARTICLE 30 COMPENSATION

Section 1. Effective the first full pay period beginning January 1 of each year of the contract, the annual compensation paid shall be as follows:

	<u>2021</u>	<u>2022</u>	<u>2023</u>
	<u>1.5%</u>	<u>2.0%</u>	<u>2.0%</u>
Lieutenants (2)	\$79,385	\$80,972	\$82,592
Sergeants (3)	\$73,504	\$74,974	\$76,474
Position/Assignments			
Detective (1)	\$68,188	\$69,552	\$70,943
K-9 Handler (2)	\$66,902	\$68,240	\$69,605
SRO (3)	\$66,902	\$68,240	\$69,605
Patrol Officers (7)			
Patrol-After 48 mo	\$65,595	\$66,907	\$68,245
Patrol-After 36 mo	\$62,633	\$63,885	\$65,163
Patrol-After 24 mo	\$59,679	\$60,873	\$62,090
Patrol-After 12 mo	\$56,724	\$57,859	\$59,016
Patrol-Probationary	\$53,771	\$54,846	\$55,943
Dispatchers (5)			
Dispatcher-After 48 mo	\$52,665	\$53,719	\$54,793
Dispatcher-After 36 mo	\$48,769	\$49,744	\$50,739
Dispatcher-After 24 mo	\$45,155	\$46,058	\$46,980
Dispatcher-After 12 mo	\$41,811	\$42,647	\$43,500
Dispatcher-Probationary	\$38,715	\$39,489	\$40,279

Section 2. Calculations of Hourly rate. For purposes of determining, where appropriate, regular hourly rate of pay, the above amounts shall be divided by 2,080 hours and the result shall be the regular hourly rate of pay.

Section 3. Employees in Step. Officers that are in the step process (i.e. years 1-3) and given an assignment (S.R.O. or K9) shall only receive additional assignment compensation in addition to their current step.

ARTICLE 31. SICK LEAVE AND VACATION BUY BACK

Section 1 Service Requirements In addition to the maximum severance pay allowable by this Agreement, employees who have a minimum of 20 years of service credit with OP&FRS, or 23 years of service credit with PERS, may request to convert their unused sick leave and vacation leave hours earned.

Section 2. Conversion Available Conversion of such leave shall be limited to a combined maximum of two hundred forty (240) hours of sick leave per year or a maximum of two hundred (200) hours of vacation leave per year, or any combination of both up to a maximum combined total of two hundred forty (240) hours per year. Only those hours of leaves accumulated while employed with the City may be converted under this Article. Enrolling in the sick/vacation leave cash out will not interfere with the employees' eligibility to earn a sick leave bonus.

Section 3. Requests for Conversions of Leaves Employees may make the request for the following distribution of the outstanding sum of accumulated sick time and vacation as follows.

- 1) written request to the employer at least ninety (90) calendar days in advance.
- 2) letter of understanding signed by the employee and employer that specifies, upon option selection, the final distribution (including all related payroll taxes and retirement deduction, etc.), of converted leave calculated at current dollar value at time of request.

Section 4. Option 1:

Three years accumulated sick and vacation entitlement shall be divided equally over three (3) years payroll at current dollar value at time of request.

Option 2:

Two (2) years accumulated sick time and vacation entitlement shall be divided equally over two year payroll at current dollar value at time of request.

Option 3:

One (1) year accumulated sick time and vacation entitlement shall be divided over one (1) year payroll at current dollar value at time of request

Section 5. Calculations and Conditions for Leave Conversions Upon notice from an employee for selecting the desired option, the following shall apply:

- 1) The employer will value accumulated time hours at the current effective rate:
- 2) Applicable percentages will be applied based upon the option selected. The buy-out value will be divided by appropriate remaining payrolls:
- 3) The employer and the employee will enter into an agreement setting the increased wages based upon the calculation:
- 4) any sick time or vacation entitlement required by the employee subsequent to "notification date" will be taken from subsequent sick time and vacation entitlement earned by the employee:
- 5) in the event of catastrophic illness or documented extenuating medical circumstances and upon the discretion of the Employer:
 - a) The agreement between the employee and employer shall be suspended
 - b) The employer shall restore the employee's sick time and vacation entitlement distribution back to the beginning date of notification
 - c) payments already made to the Employee under the original agreement shall be subtracted

Section 6. Change in Pension Law Limitations on Conversion If either of the pensions change from the present three highest year format, either party may re-open the contract to add additional options that take said changes into consideration.

ARTICLE 32 EDUCATIONAL AND OTHER PAYS

Section 1. Education Cost Reimbursement Each full-time Officer who enrolls in and satisfactorily completes a college level law enforcement course (or related field of study), or a required or elective course, approved by the Chief of Police, at an accredited institution which can be applied toward a, bachelor's degree or master's degree in law enforcement or related field, as

determined and approved by the Chief of police, will receive 50% reimbursement for tuition, parking, and books, provided the Employee provides the Employer with receipts and proof of completion of courses and maintains academic good standing or a 3.0 accumulative grade point average. Each full-time Officer anticipating enrollment for college level classes shall notify the Police Chief of their intent at least thirty (30) days in advance of said enrollment. The Police Chief may accept or reject notifications filed with less than thirty (30) days notice. For each quarter or semester of reimbursement, reimbursement shall not exceed equivalent fees at Youngstown State University. The equivalency rates for institutions other than Y.S.U. will be determined by calculating an equivalent per/quarter or per/semester rate for Y.S.U.

Section 2. Conditions for Officers Hired Prior to December 31, 1999 An officer hired by the City of Canfield as a police officer prior to December 31, 1999 and who has earned a degree (as specified in Section 1 of this article) while in the employ of the City of Canfield as a police officer shall be reimbursed for the remaining 50% of the cost of tuition and books, and quarter/semester parking permit fees received after January 1, 2000. Said reimbursement shall be made only if the officer completes two (2) continuous years of employment with the City of Canfield as a police officer after receipt of said degree.

Section 3. Conditions for Officers Hired On or After January 1, 2000 An officer hired by the City of Canfield as a police officer on or after January 1, 2000 and who has earned a degree (as specified in Section 1 of this article) while in the employ of the City of Canfield as a police officer shall be reimbursed for the remaining 50% of the cost of tuition and books, and quarter/semester parking permit fees received after January 1, 2000. Said reimbursement shall be made only if the officer completes four (4) continuous years of employment with the City of Canfield as a police officer after receipt of said degree.

ARTICLE 33 UNIFORM ALLOWANCES

Section 1. Annual Uniform Maintenance Allowance All Officers shall receive, by December 15th of each year of this Agreement, a maintenance allowance for uniforms in the amount of Four Hundred Fifty Dollars (\$450.00). All Dispatchers shall receive, by December 15th of each year of this Agreement, a maintenance allowance for uniforms in the amount of Three Hundred Dollars (\$300.00). The maintenance allowance will be prorated by pay period in the event that an Employee is not employed by the Employer for the entire year.

Section 2. Bullet Proof Vests The Employer shall provide bullet proof vests to all full-time Officers to be replaced on an inspection basis that takes into consideration vest warranty.

Section 3. Initial Uniforms and Annual Uniform Allowance The Employer shall provide the initial uniform to all Officers and Dispatchers. The initial uniform for Officers shall consist of: pants (2 winter & 2 summer), 2 long sleeve shirts, 2 short sleeve shirts, tie, winter coat, sweater or vestee, spring jacket, hat (summer, winter, and dress), rain cover for hat, rain coat, and dress uniform jacket. The initial uniform for Dispatchers shall consist of: three long sleeve shirts (one for dress, two embroidered), three short sleeve shirts (one for dress, two embroidered), five pair of slacks (one for dress, four duty), and one tie. The Employer shall initially provide any required new uniform items or equipment. Thereafter, the Employer shall provide an annual uniform allowance of \$1375 per year for all Officers and \$500 per year to Dispatchers, to be paid by April 30th each year for replacement of uniform items. The uniform allowance will be prorated by pay period in the event that an Employee is not employed for the entire year/12 month period prior to payment of the annual allowance. All uniform items replaced by the Employees must meet the Chief's approval for material, brand, style, fit and color.

Section 4. Employer Provided Equipment The Employer shall provide all leather or nylon duty equipment that the Employee is required to wear while working for the Employer. The Employer shall also provide required duty ammo, uniform jewelry, handcuffs, o. c. spray, baton, patches,

badges, radio, taser, and I.D./access cards (sewing patches on the uniform is the employees responsibility).

Section 5. Firearms The Employer shall provide all firearms that the Employee is required to carry while working for the Employer.

ARTICLE 34 INSURANCE

Section 1. Employer Provided Health Insurance The Employer will continue to provide and pay the premiums on behalf of each Employee for hospitalization, prescription, and medical service coverage for the Employee and family as provided under the Group Plan. The Employees shall contribute the percentages toward payment of the premiums with no overall per pay cap for each category of coverage as follows:

	<u>2021</u>	<u>2022</u>	<u>2023</u>	
Single	12%	12%	12%	% per pay of the annual premium divided by 24
Employee/Child	12%	12%	12%	% per pay of the annual premium divided by 24
Employee/Spouse	12%	12%	12%	% per pay of the annual premium divided by 24
Family	12%	12%	12%	% per pay of the annual premium divided by 24

The Employer shall offer health insurance plan options to Employees as follows and depicted in the table on the following page.

Option 1 – High Deductible Healthcare Plan with a \$4,000 Deductible that also includes a Health Reimbursement Account (HRA) in which City contributes \$3,000 to an HRA Account for Employees with Individual Coverage, and \$6,000 to an HRA Account for Employees who select Employee/Spouse, Employee/Children, and Family Coverage.

Option 2 – High Deductible Healthcare Plan with a \$4,000 Deductible that also includes a Health Savings Account in which City contributes \$2,000 to an HSA Account for Employees with Individual Coverage, and \$4,000 to an HSA Account for Employees who select Employee/Spouse, Employee/Children, and Family Coverage.

Option 3 – Low Deductible Healthcare Plan with \$2,800 deductible.

Section 2. The Employer will provide each Employee with vision and dental insurance coverage at least equivalent to that, which was provided under the previous contract.

Section 3. Life Insurance The Employer will provide and pay the full premium for all Employees for a convertible term life insurance policy in the face value of Thirty-five Thousand Dollars (\$35,000).

Section 4. Professional Liability Insurance The Employer shall provide professional liability coverage for all Employees of the bargaining units whose jobs may require such coverage as determined by the City Manager.

Section 5. Health Care Committee The Employer/OPBA will staff a Health Care Committee that will meet twice annually or as otherwise determined necessary by the employer/OPBA to review current health care policies and trends. The goal is to find the best policies for the City in terms of both price and level of benefits.

ARTICLE 35 MISCELLANEOUS

Section 1. Medical Exams In any instance where the Employer sends an Employee for a medical examination, The Employer shall pay the cost of the examination and shall pay the Employee for the time expended taking such examination.

Section 2. Liability Except where an Employee is found by a Court to have acted in a willful, wanton or malicious manner, the Employer shall indemnify and hold harmless all Employees covered by the terms of this Agreement from any liability arising from or because of any claim or suit brought against such Employee arising from or because of any action or inaction by such Employee in the course of and scope of employment while on duty for Employer.

Section 3. Issuance of Pay Pay checks/Direct deposit will be issued on the 15th (for the preceding 16th through the last day of the month work period) and 30th (for the preceding 1st through the 15th work period) of each month and shall show the number of hours worked, both regularly and in overtime capacity.

Section 4. Dispatchers Performance Objectives All Full time Dispatchers shall complete annual dispatch performance objectives. Performance objectives shall be completed by November 15th of each year and upon successful completion, dispatchers will receive \$775 paid on December 15th. The performance objectives will consist of the following: (1) EMD - 24 hours continuing education, 32 hours for EMD-Q, CPR and First Aid training re-certification. (2) LEADS – security awareness training. (3) APCO – telecommunicator training course.

Section 5. Health and Safety The Employer will take reasonable precautions to protect the health and safety of Employees while they are on duty.

Section 6. Vehicle Use The Employer will not require any Employee to use his or her own personal vehicle while on duty for the Employer. Employees will use city vehicles for travel to training, meetings and for other city business; unless, private vehicle use is authorized by the Employer. The Employer will reimburse Employees for authorized use of private vehicles at the current IRS mileage rate.

Section 7. Off-Duty Work An Employee may be employed in any off-duty occupation provided that it is not law enforcement related, nor in violation of Federal or State law, nor does it interfere with the Employee's obligations to render full and adequate service to the City of Canfield. Dispatchers may be employed by other law enforcement related entities. All off-duty occupations shall be approved of by the Chief of Police.

Section 8. Ordered Training Employees ordered to attend training sessions, schools, seminars, or other assigned functions, shall attend such functions at the Employer's expense. An Employee ordered to attend such training shall be compensated in accordance with the terms of this Agreement.

Section 9. Annual Training for Dispatchers The Employer will provide each Dispatcher with at least sixteen (16) hours of certified training at an approved location on a yearly basis. Any costs for tuition, travel, and miscellaneous expenses will be paid by the Employer.

Section 10. Transportation for Employees Residing in the City Each Employee who resides within the City may elect to be transported to and from the police department prior to and immediately after their assigned work shift except when not feasible due to an emergency. Employees who reside in the City of Canfield have the right to drive to and from work but must notify the department of their intentions. In the event the Employer is unable to transport the Employee to the police department prior to their assigned work shift then the Employee shall be compensated as if the Employee arrived on time at the police department for their assigned work shift. Employees who are being transported to the police department agree to be ready for transport no later than fifteen (15) minutes prior to the start of the shift, at no additional cost to the Employer. Employees who regularly fail to abide by this pick-up time will forfeit their rights under this section after notification by the Employer.

Section 11. Practice Ammunition The Employer will provide each Officer with one-thousand (1000) rounds of practice ammunition annually excluding duty ammo used during annual qualifications. The Employer will provide for at least one hour of range time per month at range facilities approved of by the Employer.

Section 12. Dispatchers Search or Guard of Prisoners Dispatchers may refuse to conduct searches or guard prisoners and such refusal shall not constitute grounds for disciplinary action.

Section 13. Reasonable Breaks for Dispatchers The Employer shall provide reasonable paid breaks for dispatchers throughout each shift, when feasible to do so.

ARTICLE 36 ANNUAL PHYSICAL FITNESS ASSESSMENTS AND BONUS METRICS

Section 1. Physician Sign Off Any officer or dispatcher that elects to participate in the annual fitness assessment must have a physician sign off on the current job description indicating the employee is capable of performing all expectations and the physician must also sign off on the fitness requirements indicating their patient is capable of performing the required tasks. Both documents must be updated annually.

Section 2. Annual Physical Fitness Assessments for Officers Officers may elect to participate in an annual physical fitness assessment. Officers who pass this assessment will receive a physical fitness bonus as outlined below, at the officer's current hourly rate of pay, which will be paid by December 15th of each year the physical fitness assessment is successfully passed. The physical fitness assessment will be held on one day in the spring and on one day in the fall as designated by the chief of police or the Chief's designee. Officers may elect to attend one, but not both scheduled dates as a paid training event. The physical fitness assessment standards are as follows:

POLICE OFFICER PHYSICAL FITNESS BONUS METRICS				
TASK	Pass standard (2 days Pay)	Exceeds Standard (3 days pay)	Exceeds Standard Plus (5 days pay)	Other Info
1.5 Mile Run	14:54 minutes	14:16 minutes	13:46 minutes	
Standard Push-up	27	34	45	(no time limit)
Sit-ups	28	35	46	(bent knee)

Section 3. Fitness Bonus (Dispatchers) Dispatchers may elect to participate in an annual physical fitness assessment. Dispatchers who pass this assessment twice in one year will receive a physical fitness bonus as outlined below, at the dispatcher's current hourly rate of pay, which will be paid by December 15th of each year the physical fitness assessment is successfully passed. The physical fitness assessment will be held on one day in the spring and on one day in the fall as designated by the Chief of police or the Chief's designee. Dispatchers must attend both sessions and successfully pass both. Dispatchers will be paid for both spring and fall as a paid training event. The physical fitness and assessment standards are as follows:

DISPATCHER PHYSICAL FITNESS BONUS METRICS					
TASK		Pass standard (2 days Pay)	Exceeds Standard (3 days pay)	Exceeds Standard Plus (5 days pay)	
	Age Group	25 th percentile	45 th percentile	65 th percentile	Other Info
Balke Treadmill	20-29	12:04 minutes	15:00 minutes	17:45 minutes	Female
	30-39	11:00 minutes	13:30 minutes	16:00 minutes	
	40-49	10:00 minutes	12:00 minutes	14:14 minutes	
	50-59	8:00 minutes	10:00 minutes	12:00 minutes	
Balke Treadmill	20-29	17:00 minutes	19:26 minutes	22:00 minutes	Male
	30-39	15:40 minutes	18:15 minutes	21:00 minutes	
	40-49	14:20 minutes	17:00 minutes	20:00 minutes	
	50-59	12:00 minutes	14:56 minutes	17:00 minutes	

ARTICLE 37 LAYOFFS

Section 1. Order of Layoff In the event of a layoff situation, members of the bargaining units will be laid off in accordance with their departmental seniority (last hired, first laid off).

Section 2. Right to Recall From Layoff A member of a bargaining unit who is laid off shall be subject to recall from layoff for a period of three (3) years.

Section 3. Period for Recall From Layoff A recall from layoff will be based upon departmental seniority (last laid off, first recalled).

Section 4. Part-Time Employees Laid Off First Before any full-time Employees may be laid off, all part-time Employees will be first laid off.

ARTICLE 38 RETENTION OF BENEFITS

All of the Employer's ordinances, resolutions and practices, etc., shall remain in full force and effect during the life of this Agreement, except to the extent that such ordinances, resolutions and practices, etc., conflict with the terms of this Agreement, in which case the terms of this Agreement shall be deemed as superseding such ordinances, resolutions and practices.

ARTICLE 39 SAVINGS CLAUSE

In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed as severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the Employer and the OPBA will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

ARTICLE 40 DURATION OF AGREEMENT

Section 1. Opportunity to Make Proposals The Employer and the OPBA acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

Section 2. Waiver Therefore, for the life of this Agreement, the Employer and the OPBA each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement.

Section 3. Entire Agreement This Agreement represents the complete agreement on all matters subject to bargaining between the Employer and the OPBA and except as otherwise noted herein shall become effective January 1, 2021, and shall remain in full force and effect until if either party desires to make any changes in the Agreement for a period subsequent to December 31, 2023 notice of such desire shall be given prior to November 1, 2023. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract.

ARTICLE 41 LIGHT DUTY

Section 1. Employer Determined Availability The availability of light duty assignment will be at the sole and exclusive discretion of the Employer.

Section 2. Requests for Light Duty The Employee may request a light duty assignment, and, such request must be in writing to the Employer. Alternatively, the Employer may require an employee to report for light duty subject to the conditions established in this Article. The Employer may then, at its discretion, create by memorandum a modified job description detailing specific light duty tasks which take into consideration the particular nature of the Employee's illness or injury. The Employee shall provide a medical report from a treating physician stating the illness or injury which inhibits the Employee from performing normal duties, but would permit the Employee to perform the light duty tasks defined in the modified job description. The Employer may, at its discretion, require that the Employee be examined by another physician, designated and paid for by the Employer, in order to confirm the Employee physician's opinion.

Section 3. Medical Reports If light duty is granted, the Employer may require that the Employee provide a medical report from the Employee's physician every two weeks in order to reaffirm the continued need for, and ability to perform, the designated light duty assignments. Before an Employee on light duty is returned to regular duty status, such Employee shall provide a medical report from their treating physician stating that the Employee is medically capable of performing the Employee's normal duties as defined by the Employee's regular job description.

Section 4. Light Duty Exempt From Overtime Rotation Employees while on light duty assignment are exempt from the overtime rotational list as contained in Article 17, Section 6 of the Agreement.

Section 5. Limits on Time on Light Duty Light duty assignment may not exceed 30 work days per Employee within any consecutive twelve month period.

Section 6. Hours of Work for Light Duty The Employer shall determine the hours of work for light duty assignments, and, will make effort to ensure , the Employee be assigned to the shift that the Employee would have normally worked.

Section 7. Duties While on Light Duty While performing light duty work, the Employee shall not perform any duties other than those specifically assigned by the Employer as contained in the memorandum of modified job description. The Employee is expected to perform and complete the assigned tasks. If the Employee fails to perform the assigned tasks and the Employer has taken reasonable measures to counsel the Employee on such performance deficiencies, the Employee may be denied further light duty status at the exclusive discretion of the Employer, at which time such Employee will be immediately returned to sick leave status.

Section 8. Waiver of Worker's Comp Light duty assignment shall not be granted unless the Employee signs a Waiver and Release which would effectively hold the Employer harmless for any Workers Compensation claims in the event that the particular existing illness or injury which gave rise to the Employee's then current disability would be aggravated while on light duty assignment.

ARTICLE 42 LABOR MANAGEMENT COMMITTEE

Section 1. Labor-Management Committee Established In the interest of good labor management relations, the parties agree to create a Labor Management Committee consisting of one member from each of the three bargaining units.

Section 2. Purpose of Committee This Committee will be used to:

- a) Discuss the administration of this Agreement.
- b) Bargain with the Employees on mid term changes made by the City which affect the Employees as required by chapter 4117 O.R.C.
- c) Discuss differences which have not been processed beyond the final step of the Grievance Procedure.
- d) Disseminate general information of interest to the parties.
- e) Discuss ways to improve the delivery of services.
- f) Consider and discuss health and safety matters relating to members of the bargaining unit.

Section 3. Scheduling Labor-Management Meetings Labor management meetings will be held at the request of either the Employer or the Labor Management Committee and shall be scheduled as soon as possible at mutually agreed upon dates and times.

Section 4. Agenda The party requesting the meeting shall furnish an agenda at least five working days in advance of the scheduled meeting, or a list of the matters to be taken up in the meeting, and the names of those representatives who will be attending.

Section 5. Time to Attend Members of the Labor Management Committee shall be allowed reasonable time off to participate in labor management meetings if held during a member's regular working hours without the loss of pay.

ARTICLE 43 MID-TERM BARGAINING

Section 1. Mid-term bargaining shall be defined as bargaining, required by chapter 4117 O.R.C., that takes place between the date of execution and the date of expiration of this agreement. The dispute resolution defined here in shall not be used as a resolution process to settle successor agreements.

Section 2. All mid-term bargaining shall take place with the Labor Management Committee or its representative(s).

Section 3. When the Labor Management Committee and the Employer are unable to reach an agreement, the issue may be taken to Arbitration as defined in Article 13, by a majority vote of the

labor management committee or by the Employer. Nothing in this agreement shall prevent the withdrawal of proposed issues.

Section 4. All members of the Labor Management Committee shall be notified personally at least five (5) business days (excluding holidays) prior to the meeting. Each member shall have the right to allow another member of the bargaining unit or an OPBA Representative to attend a meeting in his or her absence. The failure of any member of the bargaining unit to attend a meeting shall not prevent the meeting from proceeding.

ARTICLE 44 CANINE HANDLER (K-9) ASSIGNMENT

Section 1. Position The Employer may establish an assignment for K-9 Handler.

Section 2. Bargaining Unit of Assignment The assignment of K-9 Handler shall be maintained within the Bargaining Unit A.

Section 3. Appointment The assignment of K-9 Handler shall be filled from the membership of Bargaining Unit A or C, and shall be filled by appointment of the Chief of Police.

Section 4. Assignment From Unit C If the assignment is filled from Bargaining Unit C, the member shall relinquish said Sergeant's position immediately.

Section 5. Relinquishment of Assignment The Bargaining Unit Member K-9 Handler shall relinquish said assignment upon written resignation, retirement, or by revocation action by the Employer. Revocation by the Employer will not be considered as grounds for the filing of a grievance.

Section 6. Exempt From Shift Bid The assignment of K-9 Handler shall be exempt from shift bidding.

Section 7. Maximum Assignment The assignment of K-9 Handler is open to a maximum of two officers.

Section 8. Compliance With FLSA It is the intent of this provision to provide full compensation to a canine handler as required by the Fair Labor Standards Act for the care, feeding, grooming, exercising and boarding of a City of Canfield canine. Accordingly, each canine handler shall be allotted one paid day off every calendar month (i.e., canine maintenance day). The canine handler may request a certain day off, however this is at the discretion of the Chief of Police or the Chief's designee to ensure the efficient operation of the department's manpower.

Section 9. Vehicle Assignment The Employer shall, when practicable, assign the canine team a canine patrol vehicle to be used for the transportation of the canine to and from the officer's residence and duty station, to and from all call out assignments, and to and from all veterinary appointments and training situations. It is further agreed that the use of the vehicle off-duty is restricted and may only be used when the officer is involved in a duty related function.

Section 10. Employer Responsibilities Additional Employer responsibilities:

- 1) The Employer agrees to purchase the necessary type and amount of food needed to maintain a healthy canine.
- 2) The Employer agrees to pay any and all necessary medical and veterinary expenses for the dog.
- 3) The Employer agrees to provide the initial training of the officers and canines, and any mandated certification or re-certification of officer or dog will be conducted on departmental time.
- 4) The Employer agrees that after the dog has been judged, by mutual agreement, to be unfit for continued police service, the handler will be sold the canine for one dollar (\$1.00). Such provision is to be effective after at least one year of completed service.

- 5) The Employer agrees to pay for the housing of the canine in the event the officer goes on vacation out of town equal to that of the officer's approved vacation days per year.
- 6) The Employer shall reimburse each K-9 Handler up to one thousand five-hundred dollars (\$1,500.00) for the containment of each police work dog. This one-time reimbursement will be distributed for each new K-9 team upon the furnishing of a receipt and documentation showing the containment has been constructed. Containment shall be defined as a kennel, fence, or any other apparatus approved by the Chief of Police or the Chief's designee to protect and contain the police work dog.

Section 11. Officer's responsibilities:

- 1) The officer agrees to house the canine at officer's own residence.
- 2) The officer agrees to be responsible for the health, safety, and supervision of the dog both on and off duty.
- 3) Maintenance of the canine is to include regularly scheduled veterinary visits, daily grooming and upkeep, and bathing of the canine to be conducted on the officer's extra scheduled day off provided each month pursuant to this agreement.
- 4) The officer agrees to properly clean and maintain the canine cruiser at all times and to disinfect the interior when so required.
- 5) Officers assigned as canine handler after 01-01-97 agree to stay employed with the Canfield Police Department for at least five years from the date of completion of basic dog training.
- 6) Officers assigned as canine handler after 01-01-97 agree that if they voluntarily leave employment with the City of Canfield with the exception of disability leave, or decide that they no longer wish to be a canine handler prior to the end of the five year period, the officers will be held financially liable for the cost of the dog and have first opportunity to purchase the dog based on a pro-rated formula. The formula will be computed in the following manner. The cost of the dog and the initial training would be added and then divided by 60 to equal five years. If an officer leaves early, then the number of months remaining from the 60 month commitment would be multiplied by the cost per month. An example of this formula would be the following: The dog cost \$6,500.00 and the initial training cost \$500.00. The total cost would be \$7,000.00 divided by 60 = \$116.66 per month for every month left on the five year commitment. The officers will be exempt from this condition if the dog can be satisfactorily retrained to be used by other officers. The City will make every effort to train another handler.
- 7) Officers assigned as canine officers prior to 01-01-97 agree that if they voluntarily leave employment with the City of Canfield with the exception of disability leave, or decide that they no longer wish to be a canine handler prior to the end of the five year period, the officers may purchase the dog at a cost to be determined by using the pro-rated formula outlined above.

ARTICLE 45 DETECTIVE CLASSIFICATION

Section 1. Maximum Positions The positions of Detective is open to a maximum of two officers

Section 2. Filling Detective Assignment The positions of Detective shall be filled from the membership of Bargaining Unit A or C, and shall be filled by appointment of the Chief of Police pursuant to Article 30, Promotions.

Section 3. If the position(s) is filled from Bargaining Unit C, the member shall relinquish said Sergeant's position immediately.

Section 4. Relinquishment of Detective The Bargaining Unit Member Detective shall relinquish said position upon written resignation, retirement, promotion or by revocation action by the Employer for just cause.

Section 5. Exempt From Shift Bid The positions of Detective shall be exempt from shift bidding.

ARTICLE 46 MISCELLANEOUS RETIREMENT BENEFITS – DUTY WEAPON

Upon retirement, under the guidelines of Ohio Police & Fire Pension Fund, or other successor organizations any Employee of Bargaining Unit A or C may purchase their assigned duty weapon, weapon magazines, and holster from the Employer for a fee not to exceed one (1) dollar. The duty weapon in question must be a minimum of three (3) years old.

ARTICLE 47 REQUEST FOR DAYS OFF

Time off (i.e., vacation, compensatory, and/or personal leave) should not be requested for any holiday whenever a member of the same bargaining unit has already been approved for time off (i.e., vacation, compensatory, and/or personal leave), except for members of Bargaining Units A and C who work a shift that is determined by Chief or the Chief's designee as not being a business necessity.

ARTICLE 48 LIEUTENANT and SERGEANT CLASSIFICATION

Section 1. The Employer will maintain two (2) Lieutenants and three (3) Sergeants for a total of five (5) supervisors.

Section 2. The classification of Lieutenant and Sergeant shall be maintained within the Bargaining Unit C.

Section 3. The classification of Sergeant shall be filled from the membership of Bargaining Unit A, and shall be filled by appointment of the Chief of Police following the guidelines for Promotion outlined in Article 29. The classification of Lieutenant shall be filled from the membership of Bargaining Unit C, and shall be filled by appointment of the Chief of Police following the guidelines for Promotion outlined in Article 29.

Section 4. The Bargaining Unit Member classified as Sergeant shall relinquish said classification upon written resignation, retirement, promotion or by appropriate revocation action by the Employer for just cause. If at any point in time the Employee is terminated, resigns, is demoted, or removed from the specific classification of Lieutenant or Sergeant, the Employee shall maintain full rights under the contract based on "seniority" (i.e., hiring date for the original bargaining unit position as a patrol officer).

ARTICLE 49 SCHOOL RESOURCE OFFICER, MCCTC and CLSD CLASSIFICATION

Section 1. The Employer may establish assignments for "School Resource Officer (SRO) for The Mahoning County Career and Technical Center (MCCTC) and the Canfield Local School District (CLSD)". At the current time, the MCCTC Will have one (1) SRO and the CLSD will have two (2) assigned.

Section 2. The assignment of School Resource Officer MCCTC and CLSD shall be maintained within Bargaining Unit A.

Section 3. The assignment of School Resource Officer(s) MCCTC and CLSD shall be filled from the membership of Bargaining Unit A, and shall be filled by appointment of the Chief of Police.

Section 4. The bargaining unit member assigned as School Resource Officer(s) MCCTC and CLSD shall relinquish said position upon written resignation, retirement, promotion, revocation by the Employer. Revocation by the Employer will not be considered as grounds for filing a grievance.

Section 5. The assignments of School Resource Officer MCCTC and CLSD shall be exempt from shift bidding, and at the end of the school year (summer months), all SRO's will bid on one (1) of three (3) set shifts as determined by the Chief of Police or his designee. The three shifts will include one day turn, on afternoon turn, and one midnight turn. All shifts will contain two (2) consecutive days off. Bid procedures for members assigned to SRO shall utilize seniority within SRO assignment.

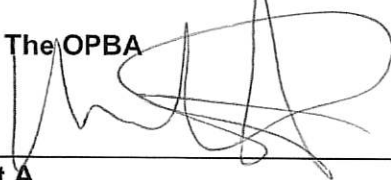
Section 6. The assignments of School Resource Officer MCCTC and CLSD is open to a maximum of one officer at MCCTC and two officers at CLSD for a total of three assignments.

ARTICLE 50 EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be duly executed this

18 day of December, 2020.

For The OPBA




Unit A

Kimberly S Green

Unit B



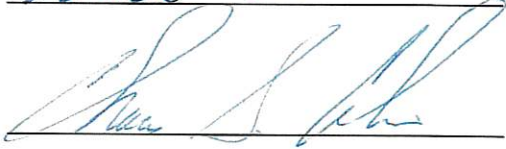
Unit C



OPBA Director

For The Employer





2021 Public Employer Annual Information Report

Ohio State Employment Relations Board
 Research and Training Section
 65 East State Street, 12th Floor
 Columbus, Ohio 43215

Questions? Please contact:
 Tammi Blount
 Tammi.Blount@SERB.ohio.gov
 (614) 466-1126
 (614) 728-8018 (Fax)

Required: Please print this form, update with changes, and return by January 31, 2021, per the instructions on the previous page.

Please submit all required documents to: Research@SERB.ohio.gov

Section 1

<p>Box A</p> <p>WADE CALHOUN CITY MANAGER CANFIELD CITY 104 LISBON ST CANFIELD, OH 44406 County: MAHO</p> <p>Phone Number: (330) 533-1101 Fax Number: (330) 533-4415</p> <p>Email Address: wcalhoun@canfield.gov</p> <p>Total number of permanent employees on payroll: Part-Time: 6 Full-Time: 41</p>	<p>Box B Updated information (if needed)</p> <p>Contact Name: _____</p> <p>Job Title: _____</p> <p>Employer Name: _____</p> <p>Address: _____</p> <p>City, State, Zip: _____</p> <p>Phone Number: _____</p> <p>Fax Number: _____</p> <p>Email Address: _____</p> <p>Part-Time Staff: _____</p> <p>Full-Time Staff: _____</p>
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Section 2

Step 1 - The list of collective bargaining agreements below are: (Check mark all that apply)

List is correct Updates are needed List is missing one or more agreements.

Step 2 - If contract is expired;
 Check mark (In Neg) if "In Negotiations" or (WUEC) if "working under expired contract".

In Neg	WUEC	Union	Local	Unit	Start	End	Status	BU Size
[]	[]	OPBA		SM	01/01/18	12/31/20	EXP	15

Status Definitions

CUR: Current
 EXP: Expired
 NWG: No Wages
 NEG: In Negotiations
 EXT: Extended
 INC: Incomplete
 UNS: Unsigned

Additional Notes:

CBA 2021-2023 was Ratified by Canfield City council on 12/16/20.

Section 3

Wade Calhoun

Report completed by



Signature

1/5/21

Date

Employer ID: 1524

Employer Name: CANFIELD CITY

Jurisdiction M CI

ARTICLE 17B LATERAL TRANSFERS

Section 1. Lateral Transfers The Employer may hire officers from other law enforcement agencies. These officers can qualify as "lateral transfers". This Article is applicable only to lateral transfers. Except as specified in this Article, all other rights and benefits provided in this Agreement shall also apply to laterally transferred officers.

Section 2. Initial Appointment The applicant shall take and pass the competitive civil service exam, physical fitness assessment and all other current hiring standards as set forth by the Chief of Police and or her/his designee. A laterally transferred officer shall be required to provide written documentation of prior service as a law enforcement/certified peace officer from any and all employers.

Section 3. Probationary Period All lateral transfer candidates once hired shall successfully complete an initial probationary period that will begin on the first day for which the employee receives compensation from the City and shall continue for a period of one (1) year.

Section 4. Seniority As it is defined in Article 17A shall apply to laterally transferred officers in the same manner as it applies to all other employees covered by this Agreement. Except however, departmental seniority shall not include any previous time worked at another law enforcement agency prior to employment with the Canfield Police Department..

Section 5. Shift Assignment Selection as it is described in Section 17A shall apply to laterally transferred officers in the same manner as it applies to all other employees covered by this Agreement. For purposes of shift bidding, departmental seniority shall be as it is defined in Article 17A.

Section 6. Vacation Upon hire, laterally transferred officers will earn vacation according to Article 19 of this contract once transferred years of service are confirmed.

Section 7. Personal Leave Personal Leave as specified in Article 24 shall apply to laterally transferred officers.

Section 8. Placement in Wage Scale At the discretion of the Chief of Police, laterally transferred officers may be placed in a step on the wage scale based on full time experience with prior employer(s). Upon their anniversary date of hire, laterally transferred officers shall advance to the next step unless they were initially placed at the highest.

ARTICLE 30 COMPENSATION

Lieutenants(2) 2023 ~~\$82,592~~ \$85,651

Detective (1) 2023 ~~\$70,943~~ \$74,387

Introduced By: _____

Motion No. _____

MOTION

A MOTION RATIFYING A
CONTRACT BETWEEN THE CITY OF CANFIELD AND
THE UTILITY WORKERS UNION OF AMERICA (UWUA)
FOR YEARS, 2024, 2025 AND 2026.

WHEREAS, representatives of the City of Canfield have negotiated a three-year (3 year) agreement with the Utility Workers Union of America (UWUA) pursuant to Ohio Revised Code Section 4117; and

WHEREAS, Council desires to ratify said action of the City of Canfield.

NOW, THEREFORE, IT IS HEREBY MOVED BY THE COUNCIL OF THE CITY OF CANFIELD, OHIO:

Section 1: The Council of the City of Canfield hereby ratifies the execution of a collective bargaining agreement by and between the City of Canfield and the Utility Workers Union of America (UWUA), a copy of which Agreement is attached hereto and made a part hereof.

Section 2: That this Motion and all deliberations relating to the passage of this Motion were held in open meetings of this Council, all pursuant to Section 121.22 of the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

PASSED IN COUNCIL THIS _____ DAY OF _____ A.D., 2023.

CLERK OF COUNCIL

Certification of Publication

I, the undersigned Clerk of Council of the City of Canfield, Ohio, hereby certify that the foregoing Motion was posed in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days, to-wit: _____

_____.

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

1 **AGREEMENT BETWEEN THE**

2
3 **CITY OF CANFIELD**

4
5 **AND**

6
7 **UTILITY WORKERS OF AMERICA,**
8 **AFL-CIO**

9
10
11 **Effective Date of 1/1/24 through 12/31/2026**

12 **SERB Case #2020-MED-09-1062**

13

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ARTICLE 1
PREAMBLE/PURPOSE

Section 1.1 Purpose. The City of Canfield, hereinafter referred to as the “Employer,” and the Utility Workers of America, and its Local 425 hereinafter referred to as the “Union,” enter into the following Agreement for the wages, hours, terms and other conditions of employment as specifically included in this Agreement for the employees in the bargaining unit.

Section 1.2 Definitions. The following definitions apply when the terms are used in this Agreement.

Day - “Day” shall mean a calendar day unless specified otherwise.

Seniority - “Seniority” shall be interpreted to mean and be computed on the basis of continuous full-time service with the Employer in a bargaining unit classification.

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ARTICLE 2
UNION RECOGNITION

Section 2.1 Bargaining Unit and Exclusions. The following is the bargaining unit as certified in SERB Case 2018-REP-12-0124:

Included: All full and part-time employees in the positions in the classification of Public Works Laborer

Excluded: Supervisory, Professional, seasonal and any others excluded by the Act.

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ARTICLE 3
NO STRIKE/NO LOCKOUT

Section 3.1 No Strike. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of the City of Canfield for the life of this Agreement.

The Union agrees that neither it, its officers, agents, representatives, or members, will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members.

When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Additionally, the Employer shall have the option of seeking any appropriate legal remedies. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be discharged, and only the question

1 of whether or not he/she did in fact participate in or promote such action shall be subject to appeal.

2
3 **Section 3.2 No Lockout.** The Employer agrees that neither it, its officers, agents, or
4 representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any
5 lockout of members of the Union for the life of this agreement.

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7
8 **ARTICLE 4**
9 **DUES DEDUCTIONS**

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11 **Section 4.1 Dues/Fees Deduction.** The Employer agrees to deduct from the wages of any
12 employee, who is a member of the Union, membership dues, initiation fees, re-initiation fees,
13 and/or uniformly levied assessments. The Union will notify in writing, the City Manager annually
14 each January of the dues it charges and its current membership. The Union will update
15 membership information as needed. Employees shall submit to the City the Union designated
16 form for dues/fees deductions. A one-month advance notice must be given to the payroll clerk
17 prior to any change in dues deductions. All dues collected shall be submitted to the Secretary
18 Treasurer of the UWUA Local 425 in twenty-four (24) equal installments to the person designated
19 in writing by the Union.

20
21 The Employer shall be relieved from making individual dues/fees deduction payments to the Union
22 when a member:

- 23
24 (1) resigns or is separated from Employer employment;
25 (2) is laid off from Employer employment;
26 (3) provides written revocation of dues deduction authorization submitted by the employee to
27 the Employer;
28 (4) is on an unpaid leave of absence when the dues deduction would otherwise be due;
29 (5) at any time when dues are otherwise due, fails to receive sufficient wages to make all
30 legally required deductions in addition to the deduction of Union dues, provided that all member's
31 dues shall thereafter be deducted in the first available pay period in which the member has
32 sufficient wages to make the dues deduction in addition to all legally required deductions; and
33 (6) when the employee is no longer a member of the bargaining unit.

34
35 **Section 4.2 Error in Deduction.** It is agreed that neither the bargaining unit member nor the
36 Union shall have a claim against the Employer for errors in the processing of deductions unless a
37 claim of error is made to the Employer in writing within thirty (30) days after the date such an
38 error is claimed to have occurred. If an error is found to have occurred, it will be corrected at the
39 next pay period that dues would normally be deducted.

40
41 **Section 4.3 Indemnification.** It is specifically agreed that the Employer assumes no
42 obligation, financial or otherwise, arising out of provisions of this Article. The Union hereby
43 agrees that it will indemnify and hold the Employer harmless from any claims, actions, or
44 proceedings by any employee arising from deductions made pursuant to this Agreement. Once
45 the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive
46 obligation and responsibility of the Union. The parties agree and understand that if an employee(s)
47 files an action(s) against the Employer and/or Union regarding the deductions made under this

1 Article, the deductions for those employees shall cease immediately until disposition is
2 determined.

3
4 In the event an action, claim or proceeding is filed or commenced regarding any fees, assessments
5 or dues deducted pursuant to this Article, the Union agrees it shall compensate or reimburse the
6 Employer all its costs, fees, and attorney fees the Employer incurs arising from such administrative
7 personnel of the Employer, including attorney’s fees, involved in defending or responding to
8 claims, actions, etc., regarding dues, fees, etc., the Employer collected on behalf of the Union by
9 the Employer.

10
11 **ARTICLE 5**
12 **UNION RESPONSIBILITIES**
13

14 **Section 5.1 Duty of Fair Representation.** The Union recognizes its responsibility as
15 bargaining agent and agrees to equally represent all employees in the bargaining unit without
16 discrimination, interference, restraint, or coercion.

17
18 **Section 5.2 Non-interference.** The Union agrees not to interfere with the rights of employees
19 to not become members of the Union, and there shall be no discrimination, interference, restraint,
20 or coercion by the Union or its representatives against any employee exercising the right to abstain
21 from membership in the Union or involvement in Union activities. Employer agrees not to coerce
22 or discriminate against anyone choosing to join the Union.

23
24 **Section 5.3 Compliance with ADA.** The Employer and Union agree to comply with the
25 Americans with Disabilities Act (ADA). In the event an employee requests reasonable
26 accommodation to a disability covered by the ADA, the Union and Employer shall immediately
27 meet to discuss possible accommodations which do not create a hardship on the City. In the event
28 the Union and City Manager cannot agree on an accommodation, the Employer shall take any
29 action he deems necessary and/or required under the law to comply with his duty to provide
30 reasonable accommodation.

31
32 **Section 5.4 Employee Conduct Expected.** The Employer and the Union will not tolerate
33 conduct by any employee which harasses, disrupts, or interferes with others work performance or
34 which creates an intimidating, offensive, disruptive, or hostile work environment. Inappropriate
35 conduct may be the basis for discipline.

36
37 **ARTICLE 6**
38 **UNION REPRESENTATION**
39

40 **Section 6.1 Staff Representatives.** The Employer agrees to admit one (1) Union staff
41 representatives to the Employer’s facilities during the Employer’s normal office business hours,
42 Monday through Friday. The staff representative may be admitted to the Employer’s facilities and
43 sites for the purpose of processing grievances or attending meetings as permitted herein.
44 Normally, advance notice of such staff representative visits will be provided to the Employer.

45
46 **Section 6.2 Steward.** The Employer shall recognize one (1) Division Chairman and one (1)
47 employee to act as Union steward for the purpose of processing grievances in accordance with the

1 grievance procedure. The City will excuse two (2) Union Representatives with pay not to exceed
2 40 hours per employee per year in order to conduct Union Business. Union Business shall consist
3 of; (1) Regional Conference, (2) Regional Training, (3) National Conference and (4) Power for
4 America. The city will not reimburse for travel, lodging and meals.

5
6 **Section 6.3 List of Steward and Officers.** Within thirty (30) calendar days following the
7 execution of this Agreement and annually in January, the Union shall provide to the Employer an
8 official roster of the local's officers, steward, and staff representatives and shall include the
9 following:

- 10 A. Name
- 11 B. Address
- 12 C. Home telephone number
- 13 D. Union office held.

14
15 Thereafter, any changes to the official roster shall be forwarded to the Employer within two (2)
16 weeks of the date of the change.

17
18 No employee shall be recognized by the Employer as a Union representative until the Union has
19 presented the Employer with written certification of that person's selection.

20
21 **Section 6.4 Non-Work Activities.** The investigation and writing of grievances shall be done
22 on non-work time, unless prior approval is granted by Public Works Superintendent. In the event
23 a Division Chairman or Union Steward's presence is requested or required in a meeting involving
24 discipline, or a situation requires investigation during normal work hours the time shall be kept to
25 a minimum; the Public Works Superintendent shall have the right to order employee(s) back to
26 work. If such meeting is scheduled during regular duty hours, the employee shall not suffer any
27 loss of pay while attending the hearing.

28
29 In the event a grievance hearing, including arbitration, is scheduled during the grievant's regular
30 duty hours, the grievant shall not suffer any loss of pay while attending the hearing.

31
32 **Section 6.5 Rules for Union Representation.** Rules governing the activity of Union
33 representatives are as follows:

- 34 A. The Union agrees that no official of the Union, employee or non-employee, shall
35 interfere, interrupt, or disrupt the normal work duties of other employees. The Union
36 further agrees not to conduct Union business during working hours except to the extent
37 specifically authorized herein.
- 38 B. The Union shall not conduct Union activities in any work areas without securing
39 permission from the Employer.
- 40 C. The Union employee official shall cease Union activities immediately upon the request
41 of the supervisor of the area or City Manager or Designee where the Union activity is
42 being conducted or upon the request of the employee's immediate supervisor.

43
44
45 **ARTICLE 7**
46 **PURPOSE FOR NEGOTIATIONS AND CONTRACT CONSTRUCTION**
47

1 **Section 7.1 Purpose for Negotiations.** The Employer and the Union agree that negotiations
2 for this Agreement had, as its purpose, the following:

- 3
4 A. To achieve and maintain a satisfactory and stabilized Employer-Employee
5 relationship and improve work performance by Employees;
6 B. To provide for the peaceful and equitable adjustment of differences which may arise;
7 C. To attract and retain qualified employees;
8 D. To insure the right of every employee to fair and impartial treatment; and
9 E. To establish responsibilities of employees and assurances of performances by
10 employees.

11
12 **Section 7.2 Waiver, Conformity to Law, and Amendment.** The parties intend this
13 Agreement to supersede and replace any state and local laws on the subjects referenced, addressed,
14 or covered by this Agreement and is also a waiver of the topics and issues addressed or included
15 in this Agreement. If, by operation of law, or by a court of competent jurisdiction, it is found that
16 any provision shall be of no further force and effect, the remainder of the Agreement shall remain
17 in full force and effect for the Agreement term.

18
19 The parties agree that should any provision of this Agreement be found to be invalid, they will
20 attempt upon written request from either party, to discuss replacement language on the same matter
21 within thirty (30) days.

22
23 Amendments and modifications of this Agreement may only be made by mutual written agreement
24 of the parties to this Agreement, subject to ratification by the Union and Employer.

25
26 **Section 7.3 Application of Civil Service Law.** Except as expressly otherwise provided in this
27 Agreement or specifically excepted from the scope of collective bargaining by the provisions of
28 Revised Code Chapter 4117, civil service laws contained in Revised Code Chapter 124, sections
29 124.01 through 124.56 and any other matter referenced in this Agreement shall not apply to
30 employees in the bargaining unit. It is expressly understood that the and the Civil Service
31 Commission shall have no authority or jurisdiction as it relates to any issue or matter addressed in
32 this Agreement or to employees in the bargaining unit.

33
34 **Section 7.4 Grammar/Gender.** Words, whether in the masculine, feminine or neutral genders,
35 shall be construed to include all of those genders. By the use of either the masculine or feminine
36 genders it is understood that the use is for convenience purposes only and not to be interpreted to
37 be discriminatory by reason of sex.

38
39 **ARTICLE 8**
40 **EMPLOYEE RIGHTS**

41
42 **Section 8.1 Union representative.** An employee has the right to the presence and advice of a
43 Union representative at all investigatory or disciplinary meetings.

44
45 **Section 8.2 Investigation/Discipline.** All investigatory or disciplinary meetings shall occur
46 during normal working hours to ensure there is union representation available.

47
48 **Section 8.3 Personnel File.** An employee may request an opportunity to review their own

1 personnel file, add memoranda to the file clarifying any documents contained in the file and may
2 have a Union representative present when reviewing their own file. A request by the employee or
3 their union representative for copies of items included in his or her file shall be honored. All items
4 in the employee’s file with regards to complaints and disciplinary action will be clearly marked
5 with respect to the final disposition. Records of supervisory intervention, warning, written
6 reprimand, suspension or reduction, provided there is no intervening discipline shall cease to have
7 force and effect thirty-six (36) months from the date of issuance.

8
9 **Section 8.4** **Copies of Agreement.** Copies of this agreement will be made available.

10
11
12
13 **ARTICLE 9**
14 **MANAGEMENT RIGHTS**
15

16 **Section 9.1** **General.** Except to the extent modified by the provisions of this Agreement, the
17 Employer reserves and retains solely and exclusively all of his legal rights to manage its operations.
18 The rights of the Employer shall include, but not be limited to his rights to establish, change or
19 abolish policies, practices, rules or procedures for the conduct of operations, its employees and its
20 service to the citizens of the City, consistent with the provisions of this Agreement.

21
22 **Section 9.2** **Management Rights.** The Employer’s exclusive rights shall include, but shall not
23 be limited to the following except as expressly limited by the terms and conditions set forth in this
24 Agreement:

- 25 A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, standards
26 of services, its overall budget, utilization of technology, and organizational structure.
- 27 B. To manage and direct its employees, including the right to select, hire, promote,
28 transfer, assign, supervise, evaluate, retain, layoff and recall; and determine the number
29 and types of employees required.
- 30 C. Maintain and improve the efficiency and effectiveness of governmental operations;
- 31 D. Determine the overall methods, process, means or personnel by which operations
32 are to be conducted including the right to manage and determine the location, type, and
33 number of physical facilities, equipment, programs, and the work to be performed;
- 34 E. Suspend, discipline, demote or discharge for cause, or transfer, assign, schedule, or
35 retain employees and to lay off employees from duty due to the lack of work or lack of
36 funds, reorganization, or abolishment of positions;
- 37 F. To determine the size, composition and adequacy of the work force, to establish,
38 alter and change work schedules, to establish, modify, consolidate and to determine staffing
39 patterns, including, but not limited to the assignment of employees, qualifications required
40 and areas worked;
- 41 G. Determine the overall mission of the City as a unit of government;
- 42 H. Effectively manage the work force;
- 43 I. Take actions to carry out the mission of the City as a governmental unit;
- 44 K. The right to establish work schedules and assignments and to determine the
45 necessity for overtime and the amount and assignments required thereof;
- 46 L. The right to maintain the security of records and other pertinent information;
- 47 M. The right to determine and implement necessary actions in emergency situations;
- 48

1 N. The right to determine when a job vacancy exists, the duties and qualifications to
2 be included in all job classifications, and the standards of quality and performance to be
3 maintained; and

4 O. The right to determine the Employer’s goals, objectives, programs and services,
5 and to utilize personnel in a manner designated to effectively meet these purposes.
6

7 **Section 9.3 Reserved Rights.** The Union recognizes and accepts that all rights and
8 responsibilities of the Employer not specifically modified by this Agreement shall remain the
9 rights and responsibilities of the Employer.
10

11 The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed
12 or invested in it by the laws and constitution of the State of Ohio and/or the United States of
13 America. The exercise of any such right, power, authority, duty or responsibility by the Employer
14 and the adoption of such rules, regulations, and policies as it may deem necessary, and as they
15 apply to employees represented by the Union, shall be limited only by the terms of this Agreement.
16

17 **Section 9.4 Residual Rights.** In addition, the Union agrees that all of the functions, rights,
18 powers, responsibilities and authority of the Employer with regard to the operation of its work and
19 business and the direction of its work force which the Employer has not specifically abridged,
20 deleted, granted, or modified by the express and specific written provisions of this Agreement are,
21 and shall remain, exclusively those of the Employer.
22

23 No prior agreement, understanding or past practice shall be binding upon the parties hereto unless
24 such agreement is made and executed in writing between the parties hereto and same has been
25 ratified by the Union. No alteration, variation, waiver or modification of any of the terms or
26 conditions or covenants contained in this Agreement shall be made by any employee or group of
27 employees with the City and in no case shall it be binding upon the parties hereto unless such
28 agreement is made and executed in writing between the parties hereto and same has been agreed
29 to by the Union.
30

31 **Section 9.5 Retention of Benefits.** All of the Employer’s ordinances, resolutions and practices,
32 etc., shall remain in full force and effect during the life of this Agreement, except to the extent that
33 such ordinances, resolutions and practices, etc., conflict with the terms of this Agreement, in which
34 case the terms of this Agreement shall be deemed as superseding such ordinances, resolutions and
35 practices.
36

37
38 **ARTICLE 10**
39 **WORK RULES AND REGULATIONS**
40

41 **Section 10.1 Rules by Employer.** The Union recognizes that the Employer, in order to carry
42 out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies
43 and procedures, consistent with the Employer’s statutory authority to regulate the conduct of
44 employees, and the conduct of the Employer’s services and programs.
45

46 While all parties agree and understand that not all standards for conduct are or should be reduced
47 to writing, the Employer agrees that existing work rules shall be made available to all members.

1
2 **Section 10.2 Notice to Union.** When the Employer issues new rules or policies The Union shall
3 be given a seven (7) calendar day notice. If the Union request the City will meet to discuss the
4 work rule or policy.

5
6 **Section 10.3 Employee Responsibility.** This Article shall not be interpreted in any manner so
7 as to relieve an employee of his responsibilities to follow normal and customary rules of good and
8 safe conduct and performance regardless of whether or not there exist rules, policies, and
9 procedures.

10
11 **ARTICLE 11**
12 **WORKING CONDITIONS**

13
14 **Section 11.1 Bulletin Boards.** Reasonable space shall be provided on City bulletin boards in
15 the Public Works Department, for the use of the Union in posting bulletins and notices for the
16 attention of its members.

17
18 **Section 11.2 Personal Protective Equipment (PPE).** The City and the Union agree to
19 cooperate in placing in effect and maintaining safety rules and practices that will eliminate hazard
20 and ensure safe working conditions at all times. The employer shall provide required personal
21 protective equipment (PPE), which includes hard hats, safety glasses, hearing protection, gloves
22 and safety vests.

23
24
25 **ARTICLE 12**
26 **CORRECTIVE ACTION**

27
28 ~~**Section 12.1 Good Behavior.** The tenure of every employee shall be during good behavior and
29 efficient service. No employee shall be disciplined except for cause.~~

30
31 ~~**Section 12.2 Exclusive Appeal.** The City Civil Service Commission shall be the sole and
32 exclusive procedure for appealing any disciplinary action.~~

33
34 ~~**Section 12.3 Methods of Discipline.** In determining the penalty for any offense, the Employer
35 shall consider the nature of the violation, the employee's record of discipline, and the employee's
36 record of performance and conduct. The level of discipline shall be commensurate with the
37 infraction and may be advanced discipline on the initial infraction, up to and including removal.
38 The Employer may place an employee on administrative leave while investigating a disciplinary
39 matter.~~

40
41 ~~**Section 12.4 Predisciplinary Meetings.** In the event that an employee is to be given
42 disciplinary action for behavior or conduct which warrants time off suspension, demotion,
43 removal, or other discipline resulting in loss of pay, a pre-disciplinary personal conference between
44 the employee and the Employer, or his designee, shall be arranged. The employee may have a
45 union steward or a union official present at the pre-disciplinary conference. The employee shall
46 be responsible to notify the steward or union official. The employee may waive, in writing, the
47 pre-disciplinary conference.~~

~~Section 12.6 Appeals of Discipline. Probationary period employees have no right to appeal discipline. Non-probationary employees may appeal to the Civil Service Commission suspensions of more than 3 days, demotions, and discharge as provided in the grievance procedure. Appeals are to be filed pursuant to the rules of the Civil Service Commission.~~

~~Section 12.7 Private Process. The Parties agree that all disciplinary procedures shall be carried out in private and in a businesslike manner.~~

Section 1. Basis for Discipline Disciplinary action taken by the Employer that may result in demotion, suspension, and/or discharge shall only be for just cause. Except in cases of gross misconduct the concept of progressive discipline will be adhered to.

Section 2. Notice to Employee A non-probationary Employee who is, demoted, suspended, or discharged shall be given written notice regarding the reason or reasons for the action. The Employee shall be informed of the right to confer with a representative of the OPBA.

Section 3. Appeal of Discipline Any Employee who is, demoted, suspended or discharged may file an appeal of such action, in writing, through the grievance procedure contained herein within seven (7) calendar days following the receipt of notice of any such order of demotion, suspension, or discharge.

Section 4. Basis for Discipline an Employee shall be disciplined only for violation of established standards of conduct or rules and regulations of the Employer. Such rules shall be equitably applied to all Employees.

Section 5. Time to Initiate Discipline In areas of discipline that are non-criminal in nature, the Employer shall take disciplinary action within a period of no later than thirty (60) working days from when the Employer becomes cognizant of the alleged infraction. (Note to this sentence: If an infraction is initiated as criminal in nature and then is found to be non-criminal, the 60-day disciplinary period commences with the time the infraction is deemed non-criminal.) If such disciplinary action is not taken against the Employee within such period of time, the disciplinary action is deemed withdrawn. In areas of discipline that are criminal in nature, the Employer may take disciplinary action within a period of no later than thirty (60) working days from when all court proceedings are concluded, however, this thirty (60) working days will not extend past any codified statutes of limitations. All times within this section may be extended by mutual written agreement. Holidays, employee time off and weekends do not count towards the 60 working days.

Section 6. Records of Employee Conduct Records of supervisory intervention, warning, written reprimand, suspension, or reduction shall cease to have force and effect thirty-six (36) months from the date of issuance.

Section 7. Pre-Disciplinary Process

(a) Criminal Charges When an employee is charged with a misdemeanor or felony, the Employer shall schedule a pre – disciplinary hearing within 10 days. An employee may be placed on administrative leave with pay at any time during the process, if the appointing authority determines the employee’s continued presence on the job represents a potential danger to persons or property, or would interfere with the employer’s operation

(b) Garrity Rights, Administrative Leave Pending Criminal Matter Unless the employee is granted their Garrity Rights, they shall be placed on administrative leave until the criminal matter has been adjudicated. The first 30 days shall be with pay. The Employer may place them on unpaid administrative leave, after the 30 days. The pre – disciplinary hearing would be held in abeyance until the matter has been resolved in the courts. The Employee may use any

1 accrued time, other than sick leave, while on administrative leave without pay.

2 (c) Employee on Administrative Leave An employee may be placed on
3 administrative leave with pay or suspended for cause if they are granted their Garrity Rights and
4 the reason for the suspension is based on a misdemeanor, (related to Uniform Standards of Conduct
5 #1), or a felony. If after 30 days, the complaint has not been resolved in Court, the Employer may
6 place on administrative leave without pay or suspend the employee, until the matter has been
7 adjudicated. If such suspension is imposed, its outcome is subject to the grievance and arbitration
8 procedure. The Employee may use any accrued time, other than sick leave, while on administrative
9 leave without pay.

10 (d) Administrative Charges During or Following Criminal Proceedings Once the
11 criminal case has been fully adjudicated, the employer shall have 10 calendar days to re-open the
12 pre-disciplinary hearing. Additionally, the Employer may pursue administrative
13 proceedings/discipline during the pendency of the criminal proceedings. If the employee is found
14 to be innocent of the criminal and administrative charges, they shall be made whole for all time
15 lost.

16
17 **Section 8. Discipline Policy** All employees will follow the Discipline Policy set forth by the
18 city.

19
20 **ARTICLE 13**
21 **GRIEVANCE PROCEDURE**
22

23 **Section 13.1 Definitions.** The term “grievance” shall mean an allegation by a bargaining unit
24 employee(s) or the Union that there has been a breach, misinterpretation, or improper application
25 of the specific terms of this Agreement.

26
27 This grievance procedure may not be used to effect changes in the provisions of this Agreement.
28

29 **Section 13.2 Grievant, Group Grievances.** A grievance may be brought by any bargaining unit
30 employee or the Union. Grievances that affect more than one (1) employee may be filed as a group
31 grievance. Where a group of bargaining unit employees or the Union desire to file a grievance
32 involving a situation affecting each employee, one (1) employee selected by the Union will process
33 the grievance.

34
35 **Section 13.3 Grievance Form and Required Information.** The written grievance shall contain
36 the following information:

- 37 a. aggrieved employee’s name(s);
38 b. aggrieved employee’s classification;
39 c. aggrieved employee’s supervisor;
40 d. date and time of incident giving rise to grievance;
41 e. date grievance was filed in writing;
42 f. articles/sections of Agreement allegedly violated;
43 g. brief statement of the facts involved; and
44 h. requested remedy to resolve grievance.
45

46 **Section 13.4 Presentation of Grievances, Advancement.** All grievances must be processed at
47 the proper step in the progression in order to be considered at the subsequent step. Any grievance
48 not presented at step one of the grievance procedure within the prescribed time limits shall be

1 considered untimely. Any grievance that is not timely appealed to the next step of the procedure
2 will be deemed to have been settled on the basis of management’s answer at the last completed
3 step. The Union may withdraw a grievance at any point of the procedure by submitting, in writing,
4 a statement to the Employer to that effect. The time limits for filing and appealing grievances is
5 mandatory unless a mutual extension is agreed to in writing.
6

7 **Section 13.5 Grievance Procedure Steps.** Each grievance shall be processed in the following
8 manner:
9

10 An employee having a grievance will first bring the grievance within seven (7) days of the date of
11 the incident giving rise to the grievance.
12

13 **Step 1 – Public Works Superintendent.** The employee shall reduce the grievance to writing, and
14 present the grievance to the Public Works Superintendent. The Public Works Superintendent or
15 his designee shall have seven (7) days in which to schedule a meeting with the aggrieved employee
16 and the Union Steward or Union Representative. The Public Works Superintendent or his designee
17 shall investigate the matter and shall respond to the grievant and Union President with a written
18 answer within seven (7) days following the meeting.

19 **Step 2 – City Manager.** If the employee is not satisfied with the resolution at step 1 the employee
20 may within seven (7) days following receipt of the step 1 decision present the grievance to the City
21 Manager. The City Manager or his designee shall have seven (7) days in which to schedule a
22 meeting with the aggrieved employee and the Union Steward or Union Representative. The City
23 Manager or his designee shall investigate the matter and shall respond to the grievant and Union
24 President with a written answer within seven (7) days following the meeting.
25

26 **Step 3 – Arbitration.** If the grievance is not satisfactorily settled in Step 1, the Union may submit
27 the grievance to arbitration with written notice to the Employer within seven (7) days of the receipt
28 of the written answer at Step 2. If no answer is provided at Step 1 then the submission for
29 arbitration must be filed with the Employer within 14 days following the date the Union filed the
30 grievance at step 1.
31

32 Either party may request to the Federal Mediation and Conciliation Service (FMCS) for a list of
33 seven (7) arbitrators from within Ohio or adjacent states after notice has been given as provided
34 above. In the event the Employer is not notified, or the grievance is not referred to arbitration
35 within the time limits prescribed, the grievance shall be considered resolved based upon the Step
36 2 reply.
37

38 **Selection of Arbitrator.** Upon receipt of the list of seven (7) arbitrators, the parties shall meet or
39 converse by telephone to select an arbitrator within fourteen (14) days from the date the list is
40 received. Once the arbitrator has been selected and notice of the selection has been forwarded to
41 the FMCS, the parties will have sixty (60) calendar days following to contact the arbitrator and
42 schedule the hearing. The parties may mutually select an arbitrator.
43

44 **Striking from Arbitrator List.** The parties shall use the alternate strike method from the list of
45 seven (7) arbitrators submitted to the parties by FMCS. The Union shall be the first to strike a
46 name from the list, and then the Employer or his designee shall strike a name and alternate in this
47 manner until one (1) name remains on the list. The remaining name shall be designated as the

1 arbitrator to hear the dispute in question. Either party shall have the option to completely reject
2 one (1) list of names provided by the FMCS and request another list.

3
4 **Arbitrator decision timely.** The arbitrator shall hold the arbitration promptly and issue his
5 decision within a reasonable time thereafter.

6
7 **Parameters of Authority of Arbitrator.** The arbitrator shall limit his decision strictly to the
8 breach, misinterpretation, or improper application of the specific terms of this Agreement.

9 The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any
10 provision of this Agreement, nor add to, subtract from, or modify the language therein arriving at
11 his determination on any issue presented that is proper within the limitations expressed herein.

12
13 The arbitrator shall expressly confine himself to the precise issues submitted for arbitration, and
14 shall have no authority to determine any other issues not so submitted to him or to submit
15 observations or declarations of opinion which are not directly essential in reaching a decision on
16 the issue in question.

17 The arbitrator shall not authority to recommend any right or relief on an alleged grievance
18 occurring only during the contract period in which such right originated, and is without authority
19 to make any award based on rights arising under the period of any previous or subsequent
20 Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as
21 part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive
22 settlement to the date the grievance was presented to the Employer in Step 1 of the grievance
23 procedure.

24
25 **Cost of Arbitrator.** All costs directly related to the services of the arbitrator shall be shared
26 equally amongst both parties.

27
28 **Witnesses.** Expense of any non-employee witnesses shall be borne, if any, by the party calling
29 the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall
30 be split equally if both parties desire a court reporter's recording, or request a copy of any
31 transcript.

32
33 **Section 13.6 Grievant Representing Himself, Grievance Meetings, Witnesses at Hearing.**

34 When an employee covered by this Agreement represents himself in a grievance, no settlement
35 shall be in conflict with any provisions of this Agreement. It is understood that bargaining unit
36 employees have the right to present grievances and have them adjusted, without the intervention
37 of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement, and
38 as long as the Union has the opportunity to be present at the adjustment. Otherwise, an employee
39 may choose one (1) employee Union Representative to accompany him in grievance meetings.

40
41 **Section 13.7 Representative in Grievance Meeting.** In addition to the employee Union

42 Representative in attendance at grievance meetings, the grievant may have one (1) non-employee
43 Union Representatives present. For purposes of this section, should grievance meetings be held
44 during normal work hours/shift, the applicable employee Union Representative and the grievant
45 shall not suffer any loss of their normal straight time hourly rate of pay.

ARTICLE 14
PROBATIONARY PERIODS

Section 14.1 New Hired Employees. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one year. Newly hired probationary employees may be terminated any time during his probationary period and shall have no appeal over such removal.

Section 14.2 Required Licenses. Licenses or certifications required for positions shall Include

1. Class B CDL with tanker and air brake endorsement

CDL with endorsements must be obtained within 6 months of probationary period

Section 14.3 Costs and Expenses

The City shall pay the cost of study materials and fee of examination for each required license. Employees shall be granted time off during normal work hours with pay to take examinations for the required for licenses or required in person training, additionally city will reimburse additional examination fee upon passing examination for the required licenses. This means that if an employee fails the 1st examination for a required license, the city bears that examination fee, for any subsequent examinations for required license the city will only reimburse the examination fee of the successful passing examination.

ARTICLE 15
COMMERCIAL DRIVER’S LICENSE, INSURABILITY

Section 15.1 Loss of CDL. If any employee loses, fails to obtain, or fails to maintain his Commercial Driver’s License, he/she may be placed on layoff without bumping rights. An employee must re-obtain his CDL within forty-five (45) days, or 180 days if loss of CDL is due to medical disqualification from the date of layoff in order to retain rights of employment.

Section 15.2 Insurability. Loss of insurability under the City liability policy or significantly increased premium amounts for coverage for an employee will be sufficient basis for discharge.

ARTICLE 16
COMPENSATION

Section 16.1 Progression Steps. The following shall be the progression rate for the position of Laborer

New Hire (% of appropriate classification)	72% of appropriate classification
Completion of 12 months of service	75% of appropriate classification
Completion of 24 months of service	80% of appropriate classification

City of Canfield – Utility Workers Union of America

Completion of 36 months of service*	85% of appropriate classification
Completion of 48 months of service	90% of appropriate classification
Completion of 60 months of service	100% of appropriate classification

~~*New Hire with a Class I Water Distribution or Class I Wastewater Collection License will start at 85% progression step and progress to the 90% rate after 12 months from date of hire, and to the 100% rate after 24 months from date of hire. This progression schedule shall also apply to a newly hired employee that obtains Class I Water Distribution or Class I Wastewater Collection License prior to the completion of their 36 months of service anniversary.~~

~~**Section 16.2 – Compensation.** Compensation will be determined by the wage scale below:~~

Classification	1/1/2021	1/1/2022	1/1/2023
Laborer	\$ 26.46	\$ 26.99	\$ 27.39
Laborer w/Class I Water Distribution*	\$ 27.21	\$ 27.75	\$ 28.17
Laborer/ w/Class I Wastewater Collection*	\$ 27.21	\$ 27.75	\$ 28.17
Laborer w/ Class I Water & Class I Wastewater **	\$ 28.21	\$ 28.77	\$ 29.21

~~*Class I Water Distribution License or Class I Wastewater Collection License = \$.75/hr. increase in pay over base rate for the Laborer classification.~~

~~**Class I Water Distribution License and Class I Wastewater Collection License = \$1.75/hr. increase in pay over base rate for the Laborer classification~~

~~**Section 16.3 – Premium Pay.** Employees who receive the following license/certification will receive additional compensation as indicated below:~~

~~1. Backflow Certification ————— \$0.50/hr.~~

Hourly Rates	2024 - 3%	2025 - 3%	2026 - 4%
After 48 months	\$28.21 per hour	\$29.06 per hour	\$30.22 per hour
After 36 months	\$25.39 per hour	\$26.15 per hour	\$27.20 per hour
After 24 months	\$23.98 per hour	\$24.70 per hour	\$25.69 per hour
After 12 months	\$22.57 per hour	\$23.25 per hour	\$24.18 per hour
Probationary	\$21.16 per hour	\$21.80 per hour	\$22.67 per hour

Class I Water Distribution License 0.75/hr

Class I Wastewater Distribution License 0.75/hr

Class II Wastewater Distribution License 1.00/hr

Backflow Certification 0.50/hr

CDL A 0.50/hr

1 New Hire with a Class I Water Distribution or Class I Wastewater License will start at After 24 month rate
2 and progress to After 36 month rate after 12 months from date of hire and to the After 48 month rate
3 after 12 months from date of hire.

4
5
6 **ARTICLE 17**
7 **HOURS OF WORK/OVERTIME**
8

9 **Section 17.1 Normal Hours of Work.** This Article is intended to define, subject to change, the
10 normal hours of work per day or per week in effect at the time of execution of this Agreement.
11 Nothing contained herein shall be construed as preventing the Employer from restructuring the
12 normal work day or work week for the purpose of promoting efficiency or improving services;
13 from establishing the work schedules of employees; or establishing part-time positions. This
14 Article is intended to be used as the basis for computing overtime and shall not be construed as a
15 guarantee of work per day or per week.

16
17 Notwithstanding the provisions of this Article, in the event an employee is called out or is
18 scheduled to work at a time that abuts their normal starting time and works their scheduled work
19 hours, the employee may, with the approval of the Employer, go home. Alternatively, the
20 Employer may require the employee to remain on the job or the Employer may send the employee
21 home depending on the workload requirements, weather conditions, and/or safety reasons based
22 on adequate sleep and rest period concerns.

23
24 **Section 17.2 Work Week.** The work week for permanent full-time employees shall constitute
25 forty (40) hours per week to be performed 12:00am Sunday to 11:59pm Saturday. The work week
26 shall generally consist of five (5) consecutive scheduled work days commencing every Monday
27 through Friday from &am through 3:30pm. A work day shall generally be eight (8) hours in a
28 twenty-four-hour period. When modifying the regular work schedule the Employer will provide
29 at least ~~seven (7) calendar days'~~ 48 hours' notice in advance in the event a blizzard or six or more
30 inches of snow are expected. .

31
32 **Section 17.3 Lunch Period** Each Employee shall be permitted a one-half (1/2) hour unpaid
33 lunch period during a regularly scheduled shift. Lunch periods shall not be taken adjacent to the
34 beginning or ending of an employee's shift.

35
36 **Section 17.4 Rest Period** Each employee shall be permitted a fifteen (15) minute rest period
37 during a regularly scheduled work day, to be taken either in the morning or afternoon. Rest periods
38 shall not be taken adjacent to the beginning of a shift start time, lunch period, or end of a shift end
39 time. Employee shall take rest period on site where task is being performed.

40
41 **Section 17.5 Overtime Rate.** All employees shall be paid at the rate of one and one-half (1 1/2)
42 times their regular hourly rate of pay for all hours actually worked which exceed the regular
43 scheduled hours for that day or forty (40) hours in one (1) work week. Paid days or time off during
44 the work week shall not be counted as hours worked toward computing overtime.

1 **Section 17.6 Call Out.** All off duty employees called into work shall be eligible for overtime
2 compensation for any hours worked in excess the regular scheduled hours for that work day hours
3 or for any hours worked in excess of forty (40) hours in one week. Carry over work directly
4 following a regularly scheduled shift is not considered a call out. Call outs are categorized as
5 follows:
6

7 1) **Call Out:** call out which are not adjacent to an employees' regularly scheduled
8 shift will be compensated at one and one-half times their regular hourly rate of pay
9 for hours worked, but in no case less than four hours regular rate of pay.
10

11 2) **Call Out Adjacent to the Start of Regularly Scheduled Shift:** call outs that
12 are adjacent to the start of an employees' regularly scheduled shift will be
13 compensated at a one and one-half times their regular hourly rate for hours worked
14 prior to the start of their regularly scheduled shift.
15

16 **Section 17.7 Compensatory Time.** . The Employee shall be compensated, at the Employee's
17 election, either at (a) the rate of one and one-half (1 1/2) times the Employee's adjusted regular hourly rate
18 for hours worked or (b) by "compensatory time off" computed at a rate of one and one-half (1 1/2) times
19 the hours worked. The maximum accumulation of "compensatory time off" is 50 hours. Any balance of
20 comp time at the end of the calendar year will be applied to the maximum accumulation for the following
21 year. The Public Works Superintendent or designee may refuse requests for using "compensatory time
22 off" if it results in overtime for another Employee. There is no opportunity to cash out the compensatory
23 time.
24
25

26 **ARTICLE 18**
27 **CLOTHING ALLOWANCE**
28

29 **Section 18.1 Annual Allowance.** Every non-probationary employee shall be provided a boot
30 and clothing allowance of ~~\$600.00~~-\$750.00 annually paid by check in the month of October for
31 the purchase of appropriate safety toe work boots and appropriate work clothing. The clothing
32 shall include denim pants, short and long-sleeved shirts and florescent clothing. The City shall
33 continue to provide appropriate work gloves, vests and rubber overshoes.
34

35 **Section 18.2 New Hire Allowance.** The City shall expend at least ~~\$600.00~~ \$750.00 to
36 appropriately outfit a newly hired employee. If the newly hired employee does not fulfill the
37 probationary period, the newly hired employee shall pay the City back the full amount expended
38 to outfit the newly hired employee.
39

40 **Section 18.3 Probationary Period Employee Prorated Annual Allowance** Probationary
41 period employees upon successful completion of their probationary period will receive a prorated
42 amount of the uniform allowance from the first full month following date of hire forward to
43 October. *For example*, an employee hired in April would receive six (6) months credit (1/2
44 payment) paid upon completion of their probationary period. For clarity purposes, the stated
45 example is depicted in the table below:
46

<i>Example</i>

Date	Event	Allowance Amount	Allowance Description
04/2024	Newly Hired Employee	Not less than \$750.00	City expends at least \$750.00 to outfit employee
10/2024	Annual Allowance Provided	N/A	Probationary New Hire not eligible for payment
04/2025	New Hire Successfully completes probationary period	\$375.00	Prorated Credit forward to October Payment (May – Oct = 6 months of prorated Uniform Allowance
10/2025	Annual Allowance Provided	\$750.00	Newly Hired Employee completed probationary period and is eligible for full annual clothing allowance

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ARTICLE 19
INSURANCE

Section 19.1 Health Insurance. The City shall provide healthcare coverage to all employees. This coverage is to include medical, prescription, vision and dental coverage.

The Employee shall contribute ~~12%~~ 13% of total cost of the plan for medical and prescription drug coverage. Employee contributions shall be by payroll deduction using the pretax method and done bi-monthly. The City shall pay the full cost of vision and dental plans.

Section 19.2 Life Insurance. The City shall pay the full premium for all full-time employees for a convertible term life insurance policy in the face value of Thirty-Five Thousand Dollars (\$35,000).

Section 19.3 Healthcare Committee. The City shall permit one employee from the bargaining unit to participate in the City’s healthcare committee. The City and the Union recognize that participation in the committee is intended to provide information to the membership about how the plan works and through participation will be involved in determination of coverage levels is an effort to help contain costs, keep the plan viable and provide feedback to the bargaining committee.

ARTICLE 20
VACATIONS

Section 20.1 Vacation Accruals. Employees shall be entitled to take vacation after completion of ninety (90) calendar days from date employee first receives compensation. Employees shall accumulate vacation days at the following rates: If the employee is in full pay status for at least twenty (20) days during such month.

Years of Service—After	Accumulation Rate per month
-----------------------------------	--

1 month through 3 years	5/6 of a day per month
4 years through 5 years	1 day per month
6 years through 10 years	1 1/4 day per month
11 years through 15 years	1 1/2 days per month
16 years through 20 years	1 3/4 days per month
21 years through 25 years	2 days per month
26 years and more	2 1/2 days per month

1

Years of Service - After	Accumulative Rate
1 month through 3 years	5/6 of a day per month
3 years through 5 years	1 day per month
5 years through 10 years	1 1/4 day per month
10 years through 15 years	1 1/2 days per month
15 years through 20 years	1 3/4 days per month
20 years through 25 years	2 days per month
25 years and more =	2 1/2 days per month

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In the event that the City implements a different payroll system, leave amounts will be converted to an equivalent amount, e.g. 10 days = 80 hours.

4

5

Each non-probationary Employee shall take at least five (5) days' vacation per year and may accumulate a maximum number of twenty-five (25) days. It is the responsibility of the Employee to plan ahead and "use or lose" the vacation time.

6

7

Section 20.2 Vacation Reporting Earned vacation shall be calculated and reported to Employees each pay period.

8

9

Section 20.3 Vacation Approvals Vacation time shall be taken at a time approved of by the City Manager or designee. Vacation time off should not be scheduled for Independence Day celebration.

10

11

ARTICLE 21 HOLIDAYS

12

Section 21.1 Holidays. All employees shall receive time off with full pay for the following 12 holidays:

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- | | |
|---------------------------|----------------------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King Day | 7. Veterans' Day |
| 3. Presidents' Day | 8. Thanksgiving Day |
| 4. Memorial Day | 9. Friday after Thanksgiving Day |
| 5. Independence Day | 10. Christmas Day |
| | 11. Good Friday |
| | 12. Christmas Eve |
| | 13. Juneteenth |

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3 **Section 21.2 Observance of Holidays.** Holidays falling on a Sunday shall be observed on the
4 following Monday. Holidays falling on a Saturday shall be observed on the preceding Friday.

5
6 **Section 21.3 Pay for Holidays.** Full-time bargaining unit employees shall receive eight (8)
7 hours of holiday pay whether or not they work on a holiday.

8
9 **Section 21.4 Work on Holiday.** Employees who work on a holiday shall be compensated at one
10 and one-half (1 1/2) times their normal hourly rate of pay for all hours worked on the holiday, in
11 addition to receiving their automatic holiday pay.

12
13 **Section 21.5 Holidays During Leave.** If a holiday occurs during a period of sick or vacation
14 leave of an employee, the employee shall draw normal pay and shall not be charged for sick leave
15 or vacation for the holiday.

16
17 **Section 21.6 Holidays on Unpaid Leave.** An employee on unpaid leave of absence shall not
18 receive payment for a holiday.

19
20 **ARTICLE 22**
21 **PAID LEAVE**
22

23 ~~**Section 22.1 Sick Leave Use and Reasons.** Sick leave is a benefit of employment. Employees
24 may use sick leave upon approval of the City Manager or his/her designee and may use sick leave
25 segments of one (1) 8-hour day, unless prior approval is granted.~~

26
27 ~~Sick leave shall be defined as an absence with pay necessitated by:~~

- 28 ~~(1) illness or injury to the employee or his/her “immediate family” as defined in subsection~~
29 ~~22.3 below;~~
30 ~~(2) exposure by the employee to a contagious disease communicable to other employees;~~
31 ~~(3) serious illness, injury, childbirth by the employee or the employee’s spouse; or~~
32 ~~(4) medical, dental and optical examinations or treatment which prevents the employee~~
33 ~~from performing his/her assigned duties.~~

34
35 ~~**Section 22.2 Sick Leave Accrual and Maximum Accumulation.** All full time employees shall~~
36 ~~earn sick leave at the rate of five (5) hours per pay or ten (10) hours per month or one and one-~~
37 ~~quarter (1 1/4) days per month and may accumulate such sick leave to a maximum of 2000 hours~~
38 ~~or two hundred fifty (250) work days; provided, however, that an employee shall not earn sick~~
39 ~~leave for any month unless he is in full pay status for at least twenty (20) work days during such~~
40 ~~monthly period.~~

41
42 ~~**Section 22.3 Immediate Family Defined.** When the use of sick leave is due to illness or injury~~
43 ~~in the immediate family, “immediate family” shall be defined to only include the employee’s~~
44 ~~spouse, children or parents.~~

45
46 ~~**Section 22.4 Conversion of Sick Leave Upon Death or Retirement of Employee.** Upon the~~
47 ~~death of an Employee who has at least five (5) years of continuous full-time service, or upon the~~
48 ~~retirement of a full-time employee who has at least ten (10) years of continuous service with the~~

~~City of Canfield, such employee shall be entitled to receive a cash payment equal to their hourly rate of pay at the time of retirement multiplied by one fourth (1/4) the total number of accumulated but unused sick hours earned by the employee, as certified by the Deputy Finance Director, providing that such resulting number of hours to be paid shall not exceed five hundred (500) hours.~~

~~**Section 22.5 – Transfer Within City.** The accumulated sick leave hours of an employee who transfers from one department to another will not be impacted because of his/her transfer.~~

~~**Section 22.6 – Sick Leave Form and Medical Excuse.** The City Manager may require an employee to furnish a satisfactory medical excuse, in writing, for absences of three (3) days or greater, that indicates that the absence was the result of one or more of the incidents described in Section 22.1. Any abuse of sick leave shall be just and sufficient cause for discipline as may be determined by the City Manager or his designee.~~

Section 22.1. Sick Leave.

Section 1. Sick Leave Uses Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the Employee or “immediate family” as defined in Section 7; 2) exposure by the Employee to contagious disease communicable to other Employees; 3) serious illness, injury, childbirth by the Employee or Employee's spouse, or death in the Employee's immediate family; or 4) medical, dental, or optical examination or treatment which prevents the Employee from performing assigned duties.

Section 2. Sick Leave Earned All full-time Employees shall earn sick leave at the rate of five (5) hours per pay [ten (10) hours per month or one and one-quarter (1 1/4) days per month] and may accumulate such sick leave to a maximum of 2000 hours (250 work days); provided, however, that an Employee shall not earn sick leave for any month unless the Employee is in full pay status for at least twenty (20) work days during such monthly period.

Section 3. Notification for Use of Sick Leave An Employee who is to be absent on sick leave shall notify the supervisor of such absence and the reason therefor at least one (1) hour before the start of their work shift each day the Employee is to be absent. An Employee who becomes ill or injured on duty shall be entitled to sick leave and shall notify their supervisor prior to leaving. Such notice and reason may be required to be confirmed in writing by the Employee upon return to work.

Section 4. Increments for Use Sick leave may be used in segments of not less than one (1) hour.

Section 5. Satisfactory Excuse for Use of Sick Leave Before an absence may be charged against accumulated sick leave, the Chief of Police or the Chief's designee may require the Employee to furnish a satisfactory medical excuse for absences of three (3) days or greater indicating that the absence was caused by illness or any causes listed in this Article.

Section 6. Abuse or Misuse of Sick Leave, Physical/Medical Exams Any abuse or misuse of sick leave shall be just and sufficient cause for discipline as may be determined by the Chief of Police or the Chief's designee. In the event the Employer determines that there is probable cause to believe that an Employee may be physically or mentally unfit to perform their job, the Employer may require a physical or mental examination, at its expense to determine fitness for the job. The Employee may submit similar medical evidence and if such evidence is contradictory the Employer and Employee's physicians shall select a third physician whose opinion of fitness shall be binding upon the parties. All medical costs shall be at the Employer's

1 expense.

2 **Section 7. Immediate Family Defined** When the use of sick leave is due to illness or injury
3 in the immediate family, "immediate family" shall be defined to only include the Employee's
4 spouse, children or parents.

5 **Section 8. Transfer of Sick Leave** An Employee who transfers from this Police
6 department to another department of the Employer shall be allowed to transfer their
7 accumulated sick leave to the new department. Likewise, an employee who transfers into this
8 department with accumulated sick leave shall use the transferred in sick leave time first, prior
9 to using sick leave time earned with the City of Canfield.

10 **Section 9. Conversion at Retirement or Death** Upon the death, of an Employee who has
11 at least five (5) years of continuous full-time service to the City of Canfield at the time of death,
12 or upon the retirement of a full time Employee who has at least ten (10) years of continuous
13 full-time service with the City of Canfield at the time of retirement; such Employee or their
14 estate shall be entitled to receive a cash payment equal to their daily rate of pay at the time of
15 death or retirement, multiplied by twenty-five percent (25%) of the total number of
16 accumulated but unused sick days earned by the Employee, as certified by the Finance
17 Director. Notwithstanding the above, the number of days shall not exceed sixty (60). Any
18 conversion shall zero out the balance an employee's sick leave bank.

19 **Section 10. Advance of Sick Leave** An Employee that qualifies for "Family Leave" to care
20 for a spouse, son, daughter or parent with a "serious health condition" may request in writing
21 a one-year advance on sick leave. Said advance shall be granted only once per "serious health
22 condition." Said request may be approved by the Manager after reviewing medical
23 certifications. Said sick leave advance shall not entitle the Employee to payment upon
24 Employee's termination of service, whether voluntary or involuntary.

25 **Section 11. Sick Time for Cosmetic Surgery Subject to Vacation Bidding** If any absence will
26 be the result of any cosmetic medical procedure that qualifies as sick leave, then the scheduled
27 sick leave time off will be bid against vacation time off, after the second round of bidding is
28 conducted in the preceding December, and will be requested, approved, or denied under the
29 same restrictions imposed on vacation time.

30
31
32 **Section 22.2 Sick Leave Bonus.** A sick day bonus of six (6) hours of pay per quarter (defined
33 in table below) will be paid on May 30th for the first half and November 30th for the second half of
34 each year to those full-time employees who have taken no sick days in the respective quarter. Each
35 quarter will be evaluated independently for use of sick time. For example, if an employee uses sick
36 leave in the first quarter and no sick leave in the second quarter, they will receive a bonus of six
37 (6) hours of pay on May 30th. Payment will be made by separate check.

Quarter	Begin Date	End Date
1	November 16	February 15
2	February 16	May 15
3	May 16	August 15
4	August 16	November 15

39
40 **Section 22.3 Personal Days.** Each full time City employee shall be granted two (2) Personal
41 Days per calendar year. Personal days must be scheduled with advance approval of the City

1 Manager of his Designee. Personal Days must be taken (or lost) by May 30th of the succeeding
2 year.

3
4 **Section 22.4 Funeral Leave.** A full time employee shall be granted time off with pay (not to be
5 deducted from the employee’s sick leave) for the purposes of attending the funeral of a member of
6 the employee's immediate family. Immediate family for funeral leave shall be defined to only
7 include the employee's mother, father, spouse, former spouse, child, brother, sister, father-in-law,
8 mother-in-law, grandparents and grandchildren. The employee may request up to a maximum of
9 four (4) work days for each death in the immediate family.

10
11 An employee shall be granted time off with pay (not to be deducted from the employee’s sick
12 leave) one (1) day to attend the funeral of an employee’s aunt, uncle, niece, nephew, or other
13 relative living in your household under your care.

14
15 **Section 22.5 Jury Duty** Any Employee who is called for jury duty, either, Federal, County or
16 Municipal, shall be paid his or her regular salary.

17
18 **Section 22.6 Court Appearances.** Any employee who is required to appear in court at the request
19 of the Employer or on behalf of the employer shall be compensated at their regular rate of pay.

20
21 **Section 22.7.** An employee that is required to appear in court at the request of the Employer or on
22 behalf of the Employer outsider of her/his regularly scheduled work day or on the scheduled day
23 off will be compensated at one and one-half (1 1/2) times their hourly rate.

24
25 **Section 22.8. Military Leave.** The city will comply with all Federal and State Law concerning
26 the granting of unpaid leave to employees so that they can meet their military obligations.

27
28 **Section 22.9. Injury Leave.**

29
30 **Section 1. Duty Injury Leave** When an Employee is injured in the line of duty while actually
31 working for the Employer, the Employee shall be eligible for leave with compensation not to exceed
32 ninety (90) calendar days, provided the Employee files for Worker’s Compensation and signs a
33 waiver assigning to the Employer those sums of money (temporary total benefits) the Employee
34 would ordinarily receive as their weekly compensation as determined by law for those number of
35 weeks the Employee receives benefits under this Article. An Employee who is injured in the line
36 of duty shall be permitted to leave work immediately to receive medical treatment, and shall notify
37 their supervisor prior to leaving, and shall not suffer loss of that shift’s pay as a result.

38 **Section 2. Extension of Injury Leave** If at the end of this ninety (90) calendar day period, the
39 Employee is still disabled, the paid leave may, at the Employer’s sole discretion, be extended for
40 an additional period(s).

41 **Section 3. Physical Exams** The Employer shall have the right to require the Employee to have
42 a physical exam by a physician appointed and paid by the Employer resulting in the physician’s
43 certification that the Employee is unable to work due to the injury as a condition precedent to the
44 Employee receiving any benefits under this Article. The designated physician’s opinion shall
45 govern whether the Employee is actually disabled or not, and whether the Employer will extend
46 the period of leave. The Employer shall have the right to obtain periodic reports from the physician.

47 **Section 4. Personal Items Destroyed in While Working.** Watches, up to a maximum of
48 \$100.00 and glasses shall be repaired or replaced by the Employer when damaged or destroyed in
49 the line of duty. Dentures damaged or destroyed in the line of duty shall be repaired or replaced

1 by the Employer. However, the Employee must file a claim with the Worker’s Compensation
2 Bureau and any payment received from Worker’s Compensation shall be signed over to the
3 Employer.
4

5 **Section 22.10. Leave of Absence.**

6 **Section 1. Leave of Absence** At the Employee's request, the Employer may authorize leave
7 of absence, without pay, for a period not to exceed three (3) months, provided fourteen (14) days
8 notice is submitted.

9 **Section 2. Administrative Leave of Absence** The Employer may place an Employee on paid
10 “Administrative Leave” for up to twenty (20) working days for any stated purpose. Extension of
11 paid “Administrative Leave” may be granted by the Employer.
12

13 **Section 22.11. FMLA.**

14 **Section 1. Eligibility for FMLA** An Employee, who has been employed by the City of
15 Canfield for at least twelve (12) months and has worked 1250 hours during the twelve-month period
16 preceding the request for family leave, is an "eligible Employee" for family leave.

17 **Section 2. Conditions for Use of FMLA** Family leave is Twelve (12) weeks is unpaid and
18 shall be granted to an "eligible Employee"

- 19 A. Because of the birth of a son or daughter of the Employee and in order to care for such
20 son or daughter.
21 B. Because of the placement of a son or daughter with the Employee for adoption or foster
22 care.
23 C. Because of a serious health condition of the Employee that makes the Employee unable
24 to perform the functions of the job.
25 D. Because of the need to care for the Employee’s spouse, son, daughter or parent with a
26 “serious health condition.”

27 **Section 3. FMLA Leave Available** An “eligible Employee” shall be granted, when
28 requested, a total of twelve (12) weeks of family leave within the first twelve (12) months after a
29 baby's birth or placement.

30 **Section 4. Parental FMLA** Family leave may be taken by either parent.

31 **Section 5. Use of FMLA** Leave for the birth or placement of a child must be taken in one
32 block of time, unless approved by the Employer. Leave for the “serious health condition” of the
33 employee, employee’s spouse, son, daughter or parent may be intermittent.

34 **Section 6. Concurrent Use of Employee Accumulated Paid Leaves and FMLA** During family
35 leave, the eligible Employee shall first use all accumulated vacation, compensatory time and sick
36 leave. However, the Employee may request to reserve some portion of his or her vacation,
37 compensatory time and sick leave, not exceeding a total of fifteen (15) days. Then, the Employee
38 shall take the balance of family leave as unpaid leave.

39 **Section 7. Requests for FMLA** An Employee is required to request leave in writing thirty
40 (30) days prior to commencement, if possible. The Employer may request medical certification
41 regarding the “serious health condition” and the probable duration of care.

42 **Section 8. Maximum Parental Leave** If both parents are employed by the same Employer,
43 the total amount of leave provided shall not exceed twelve (12) weeks (60 working days).

44 **Section 9. Health Insurance During FMLA** During the unpaid leave, all health care and
45 life insurance benefits will be paid by the Employer.

46 **Section 10. Failure to Return from FMLA** If an Employee elects not to return to work after
47 the expiration of the family leave, the Employer may recover from the Employee the cost of medical

1 premiums paid during the unpaid portion of the leave.
2

3 **Section 22.12. Light Duty.**

4 **Section 1. Employer Determined Availability** The availability of light duty assignment will be
5 at the sole and exclusive discretion of the Employer.

6 **Section 2. Requests for Light Duty** The Employee may request a light duty assignment, and,
7 such request must be in writing to the Employer. Alternatively, the Employer may require an employee
8 to report for light duty subject to the conditions established in this Article. The Employer may then, at
9 its discretion, create by memorandum a modified job description detailing specific light duty tasks
10 which take into consideration the particular nature of the Employee's illness or injury. The Employee
11 shall provide a medical report from a treating physician stating the illness or injury which inhibits the
12 Employee from performing normal duties, but would permit the Employee to perform the light duty
13 tasks defined in the modified job description. The Employer may, at its discretion, require that the
14 Employee be examined by another physician, designated and paid for by the Employer, in order to
15 confirm the Employee physician's opinion.

16 **Section 3. Medical Reports** If light duty is granted, the Employer may require that the
17 Employee provide a medical report from the Employee's physician every two weeks in order to reaffirm
18 the continued need for, and ability to perform, the designated light duty assignments. Before an
19 Employee on light duty is returned to regular duty status, such Employee shall provide a medical report
20 from their treating physician stating that the Employee is medically capable of performing the
21 Employee's normal duties as defined by the Employee's regular job description.

22 **Section 4. Light Duty Exempt From Overtime Rotation** Employees while on light duty
23 assignment are exempt from the overtime rotational list as contained in Article 17, Section 6 of the
24 Agreement.

25 **Section 5. Limits on Time on Light Duty** Light duty assignment may not exceed 30 work days per
26 Employee within any consecutive twelve month period.

27 **Section 6. Hours of Work for Light Duty** The Employer shall determine the hours of work for light
28 duty assignments, and, will make effort to ensure , the Employee be assigned to the shift that the
29 Employee would have normally worked.

30 **Section 7. Duties While on Light Duty** While performing light duty work, the Employee shall not
31 perform any duties other than those specifically assigned by the Employer as contained in the
32 memorandum of modified job description. The Employee is expected to perform and complete the
33 assigned tasks. If the Employee fails to perform the assigned tasks and the Employer has taken
34 reasonable measures to counsel the Employee on such performance deficiencies, the Employee may be
35 denied further light duty status at the exclusive discretion of the Employer, at which time such
36 Employee will be immediately returned to sick leave status.

37 **Section 8. Waiver of Worker's Comp** Light duty assignment shall not be granted unless the
38 Employee signs a Waiver and Release which would effectively hold the Employer harmless for any
39 Workers Compensation claims in the event that the particular existing illness or injury which gave rise
40 to the Employee's then current disability would be aggravated while on light duty assignment.

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45 **ARTICLE 23**
46 **LABOR/MANAGEMENT MEETINGS**
47

1 **Section 23.1 Committee.** In the interest of effective communications, either party may at any
2 time request a Labor/Management meeting. Such request shall be made in writing and be
3 presented to the other party. The written request shall include an agenda of items the party wishes
4 to discuss and the names of those representatives who will be attending. A Labor/Management
5 meeting shall be scheduled within ten (10) days of the date the request is received, but no more
6 frequently than quarterly, unless both parties agree to meet more frequently.

7
8 **Section 23.2 Scope of Topics.** The purpose of such meeting shall be limited to:

- 9 A. Discuss the administration of this Agreement;
10 B. Notify the Union of changes made by the Employer which affect bargaining unit
11 members;
12 C. Disseminate general information of interest to the parties;
13 D. Discuss ways to increase productivity and improve efficiency;
14 E. To discuss health and safety-related matters.

15 **Section 23.3 Attendance.** Employee representatives in attendance at these meeting(s) shall
16 suffer no loss of wages if said meeting is held during their normal working hours. It is understood
17 there shall be no more than two (2) Union representatives in attendance and no more than two (2)
18 Employer representatives in attendance at these meeting(s).

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21 **ARTICLE 24**

22 **MEDICAL EXAMINATIONS/DISABILITY SEPARATION**

23
24 **Section 24.1 Examinations.** Examinations of employees to determine their ability to perform
25 the material and substantial duties and essential functions of their position and assignment may be
26 required of employees when ordered by the Employer. Examinations may be either periodic or as
27 the Employer requires.

28
29 If, at any time, the Employer has a reasonable basis for believing that an employee is no longer
30 mentally or physically capable of performing the material and substantial duties and/or the
31 essential functions of the employee's position, or that the employee poses a threat to the employee
32 or others, the Employer may require the employee to submit to a medical, psychiatric, or
33 psychological fitness for duty examination. Such examination shall be conducted by a licensed
34 health care professional or psychologist selected by the Employer and the Employer shall bear the
35 cost.

36
37 At the time of disability separation, the employee will, pursuant to the terms of this Agreement, be
38 paid their accumulated, unused balance of vacation leave.

39
40 **Section 24.2 Disability Separation and Appeal.** Notwithstanding the provisions of this Article
41 or any other provisions of this Agreement, an employee may be disability separated at the time it
42 is determined the employee is unable to perform the material and substantial duties and/or the
43 essential functions of their position.

44
45 An involuntary disability separation may be appealed beginning at step 1 of the grievance
46 procedure. The standard for an arbitrator is inability to perform the essential functions of the
47 position, not just cause. Disability separation is not considered disciplinary.

ARTICLE 25
LAYOFFS

Section 25.1 Layoffs. In the event of a layoff situation, members of the bargaining units will be laid off in accordance with their departmental seniority (last hired, first laid off)

A member of a bargaining unit who is laid off shall be subject to recall from layoff for a period of three (3) years. A recall from layoff will be based upon department seniority (last laid off, first recalled).

Before any full-time employee may be laid off, all part-time Employees will be first laid off.

ARTICLE 26
WAIVER IN CASE OF EMERGENCY

Section 26.1 Emergency. In case of any emergency declared by the President of the United States, the Governor of the State of Ohio, the County Commissioners, the Sheriff, or the Federal or State Legislature, such as acts of God, the following conditions of this Agreement may automatically be suspended.

- A. Time limits for Management or the Union’s replies on grievances; and
- B. All work rules, agreement and/or practices relating to the assignment of all employees.

The City will make reasonable efforts to notify the Union in the event this emergency provision is invoked.

Section 26.2 Termination of Emergency. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance[s]) had properly progressed.

Section 26.3 Emergency Defined. “Emergency” shall be defined as any natural phenomenon or act of man which creates a condition of emergency beyond the capability of the affect local government to control and resolve, utilizing its locally available forces and resources, and any imminent threat of widespread or severe damage, personal injury and hardship, or loss of life and property resulting from any natural phenomenon or act of man.\

ARTICLE 27
SICK LEAVE AND VACATION BUY BACK

Section 27.1. Service Requirements. In addition to the maximum severance pay allowable by this Agreement, employees who have a minimum of 20 years of service credit with OP&FRS, or 23 years of service credit with PERS, may request to convert their unused sick leave and vacation leave hours earned.

Section 27.2. Conversion Available. Conversion of such leave shall be limited to a combined maximum of two hundred forty (240) hours of sick leave per year or a maximum of two hundred (200) hours of vacation leave per year, or any combination of both up to a maximum combined total of two

1 hundred forty (240) hours per year. Only those hours of leaves accumulated while employed with the
2 City may be converted under this Article. Enrolling in the sick/vacation leave cash out will not
3 interfere with the employees' eligibility to earn a sick leave bonus.
4

5 **Section 27.3. Requests for Conversions of Leave.** Employees may make the request for the
6 following distribution of the outstanding sum of accumulated sick time and vacation as follows.

- 7 1) written request to the employer at least ninety (90) calendar days in advance.
- 8 2) letter of understanding signed by the employee and employer that specifies, upon option
9 selection, the final distribution (including all related payroll taxes and retirement
10 deduction, etc.), of converted leave calculated at current dollar value at time of request.
11

12 **Section 27.4. Option 1:**

13 Three years accumulated sick and vacation entitlement shall be divided equally over three
14 (3) years payroll at current dollar value at time of request.

15 Option 2:

16 Two (2) years accumulated sick time and vacation entitlement shall be divided equally
17 over two year payroll at current dollar value at time of request.

18 Option 3:

19 One (1) year accumulated sick time and vacation entitlement shall be divided over one (1)
20 year payroll at current dollar value at time of request
21

22 **Section 27.5. Calculations and Conditions for Leave Conversions.** Upon notice from an employee
23 for selecting the desired option, the following shall apply:

- 24 1) The employer will value accumulated time hours at the current effective rate:
- 25 2) Applicable percentages will be applied based upon the option selected. The buy-out
26 value will be divided by appropriate remaining payrolls:
- 27 3) The employer and the employee will enter into an agreement setting the increased wages
28 based upon the calculation:
- 29 4) any sick time or vacation entitlement required by the employee subsequent to
30 "notification date" will be taken from subsequent sick time and vacation entitlement
31 earned by the employee:
- 32 5) in the event of catastrophic illness or documented extenuating medical circumstances
33 and upon the discretion of the Employer:
 - 34 a) The agreement between the employee and employer shall be suspended
 - 35 b) The employer shall restore the employee's sick time and vacation entitlement
36 distribution back to the beginning date of notification
 - 37 c) payments already made to the Employee under the original agreement shall be
38 subtracted
39

40 **Section 27.6. Change in Pension Law Limitations on Conversion.** If either of the pensions change
41 from the present three highest year format, either party may re-open the contract to add additional
42 options that take said changes into consideration.
43
44

45 **ARTICLE 27 8**
46 **TERM OF AGREEMENT**
47

48 **Section 27.1 Term of Agreement, Notice to Negotiate.** This collective bargaining agreement
49 shall be effective upon its executions and shall continue through December 31, 2023, unless where
50 specified otherwise, and unless either party gives written notice to the other party no earlier than
51 one hundred and twenty (120) days prior to the expiration date nor later than sixty (60) days prior

1 to the expiration date of the desire to terminate, modify, or negotiate a successor collective
2 bargaining agreement.

3
4 **Section 27.2 Waiver.** The parties acknowledge that during the negotiations which resulted in
5 this Agreement, each had the unlimited right to make demands and proposals on any subject matter
6 not removed by law from the area of collective bargaining, and that the exercise of that right and
7 opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life
8 of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the
9 other shall not be obligated to bargain collectively or individually with respect to any subject or
10 matter not specifically referred to or covered in the Agreement, even though such subjects or
11 matters may not have been within knowledge of either or both parties at the time they negotiated
12 or signed this Agreement. The provisions of this Agreement constitute the entire agreement
13 between the Employer and the Union. All prior agreements, either oral or written, are hereby
14 cancelled.

SIGNATURE PAGE

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Entered into and signed this _____ day of _____, ~~2021~~ 2023

FOR THE CITY OF CANFIELD

**FOR UTILITY WORKERS UNION
OF AMERICA & LOCAL 425 (UWUA)**

MINUTES
CANFIELD CITY COUNCIL
PUBLIC HEARING
MAY 17, 2023-5:20 P.M.

The meeting was called to order by Mr. Morvay, President of Council. The Clerk called the roll to which a quorum responded as follows: Mr. Dragish, Mr. Morvay, Mr. Nacarato, Mr. Neff and Mr. Tieche.

Staff present: Charles Colucci, Chief of Police and Acting City Manager; Christine Stack-Clayton, Finance Director; Mike Cook, Zoning Inspector; and John Rapp, Public Works Superintendent.

MR. MORVAY: This is in regards to Item A under Old Business. Chief could you just kind of brief us on this. Why are we passing this?

CHIEF OF POLICE: This Ordinance pertains to outside storage that would be unrelated to the business itself. It's in the M-1 District. If someone had sufficient space and wanted to provide outside storage for boats, RV's, or something of the sort, it would be in that district. It's a very limited area.

MR. MORVAY: Our zoning committee has approved this.

CHIEF OF POLICE: Yes, twice.

MR. MORVAY: Gentlemen, questions?

MR. TIECHE: This will become a permitted use within that zoning district?

CHIEF OF POLICE: Yes.

MR. TIECHE: We don't have any prior notification of what kind of outside storage is going there?

ZONING INSPECTOR: We have Canfield Storage already located there now. He's requesting outdoor storage in his area. I had a call on 446, they wanted outdoor storage over there.

MR. TIECHE: But we don't know what the outside storage would be?

ATTY. FORTUNATO: No, we don't.

ATTY. FORTUNATO: Property maintenance codes are going to still apply.

MR. TIECHE: We're just saying that it's going to be permitted and we don't care what they store outside. Is that what we're saying? To the extent that it would something regulated by the fire department or other regulatory agencies, that would apply. No, we're not saying only limited to cars, boats or anything like that.

MR. TIECHE: Hazardous materials.

MR. NEFF: Is A-1 Storage on Railroad Street, is that ...

ZONING INSPECTOR: It's Buckeye.

MR. NEFF: Buckeye.

ZONING INSPECTOR: They're grandfathered.

MR. NEFF: All the red area, from the bypass east, is really M-1. That's a large area.

ATTY. FORTUNATO: If there is an accumulation of debris or something that deteriorates the neighborhood, we can go after it with the property maintenance code. But there is no specificity as to what can be stored.

MR. TIECHE: Okay.

CHIEF OF POLICE: Have we ever specified in the past what can be stored, at certain storage facilities?

MR. TIECHE: We never had outdoor storage, within a manufacturing zone. It's always been to a specific business.

ATTY. FORTUNATO: Yes, it's been related to the business. Individual storage facilities, we don't regulate what people put in them.

MR. TIECHE: On indoor storage, right. I'm just thinking that some of these places back up to residential structures. The one's up along Herbert Road that back up to Shadydale. I can just remember having residents in there complaining about the noise that goes on at Star Extruded Shapes. But nobody is here, so.

MR. NEFF: Maybe we should look in the future, that large area.

MR. TIECHE: You got the red on the map. It's north of the career center and south of Herbert Road.

MR. NEFF: There is an awful lot of Trailex area there. We're allowed to have public comments, right?

ATTY. FORTUNATO: Yes.

MR. NEFF: Any comments, Pat?

MRS. WOOMER: I'm thinking, where is this? On Herbert Road?

MR. NEFF: Come up here.

MRS. WOOMER: A storage facility?

MR. NEFF: The old El Patio. All of this is M-1.

MRS. WOOMER: What's that?

MR. NEFF: Manufacturing.

MANY PEOPLE TALKING AT ONCE.

ATTY. FORTUNATO: We can amend it down the road. We can require buffering, if we feel that's necessary.

MR. TIECHE: Did the Planning Commission ever talk about making that a conditional use, in that zoning district?

ATTY. FORTUNATO: No, they did not.

MR. TIECHE: Okay. Very good. That's all my questions, as of right now.

MR. MORVAY: Pat, did you have any concerns?

MRS. WOOMER: Personally, I don't like that on the main drag. It looks terrible when you come into town. That's my personal opinion. I think we have a lot of problems out that way. You always talk here about bringing things in and where they went. People aren't going to like that.

MR. NEFF: I think that the way that did develop so far, he developed the front. So, this would be in the rear.

ZONING INSPECTOR: It will be about 250-280 feet back.

MR. MORVAY: This public hearing is adjourned.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

MINUTES

CANFIELD CITY COUNCIL
REGULAR MEETING
MAY 17, 2023-5:30 P.M.

The meeting was called to order by John Morvay, President of Council, followed by the Pledge of Allegiance. The Clerk called the roll to which a quorum responded as follows: Mr. Dragish, Mr. Morvay, Mr. Nacarato, Mr. Neff and Mr. Tieche.

Staff present: Charles Colucci, Chief of Police and Acting City Manager; Christine Stack-Clayton, Finance Director; Mike Cook, Zoning Inspector; and John Rapp, Public Works Superintendent.

Under **PROCLAMATIONS & PRESENTATIONS**, there were none.

Under **MINUTES**, the Minutes of the Regular Meeting on May 3, 2023 were approved as presented. The Minutes of the Special Meetings on May 1, May 2 and May 11th were approved as presented.

Under **READING OF COMMUNICATIONS**:

MR. TIECHE: I have no communications.

MR. NEFF: I have none.

MR. DRAGISH: Not necessarily communications. I got a call from a neighbor about Dollar General. They just don't clean up. It blows my mind. I know Giant Eagle does it, they clean-up and weed and they do stuff and everything looks nice and neat. But for some reason, Dollar General leaves everything all over, cigarette butts on the ground. They don't even clean the parking lot and it all blows into that valley. Then everything just sits there. I don't know what we can do.

ZONING INSPECTOR: I took pictures today. They do have the port-a-potty there. I'm going to question that tomorrow. They have a port-a-potty and washing station next to it. Maybe their bathroom is out of commission. I'll address that tomorrow.

MR. DRAGISH: I appreciate it.

MR. NACARATO: I just had a couple people reach out to me about the gazebo and where we stand on what's going on with it. I reassured them we're waiting on insurance at this point. We're trying to move forward as quickly as we can. We're hoping to have it fixed, repaired and finished by the 4th of July. That's about the best I can do on that. Chuck has been keeping me up to date on it. We'll just go from there.

FINANCE DIRECTOR: I can tell you right now, I was going to have it in my report but I spoke with the insurance adjuster this week and he is going to get a structural engineer to look at it, he is making those arrangements. They also would like an Arborist to look at the tree. I don't know for what purpose.

MR. DRAGISH: What tree? (Laughter).

FINANCE DIRECTOR: They want to do it and they're paying for it.

MR. NACARATO: On a side note, Bud Santon did reach out to me and said the sign on 224, those lights did get fried from the lightning strike. He knows where they were purchased from originally. He's the original installer.

FINANCE DIRECTOR: Can you get me that information.

CHIEF OF POLICE: That would help us. They did authorize us to get an electrician. If Stanton is familiar, there is no problem using them.

MR. NACARATO: They did all the work. I'll get with Bud and I'll have him reach out.

CHIEF OF POLICE: Have him get ahold of me. John and I can oversee it. I'd really like to know what happened because we have pole cameras that are down, we have lights that are down. He can call me. Give him my number.

MR. NEFF: Were those lights on the Green?

MR. NACARATO: Those lights on the sign are hooked into the street lamp.

MR. NEFF: Oh, okay, you're talking about the sign, the lights around it.

MR. NACARATO: Yes. He checked the gazebo out and he said, the lights, the electrical wiring seems to be fine. His big concern is, the lightning strike probably shortened the life of those LED lights. That's something we might want to look into, if they want to replace them all now or put some money aside for the short life they have.

CHIEF OF POLICE: Alright, I'll deal with it.

MR. MORVAY: The only communications I had, I received a letter from the water test that we just had. I don't know, Patty, do you want to comment? It looks like my water is fine.

CLERK: You're good to drink your water.

MR. MORVAY: Was that true across the board?

CLERK: So, far it has been.

PUBLIC WORKS SUPERINTENDENT: We're required by June 30th to do 40 samples of lead and copper. You're just a stop along the way to make that 40 happen. So far, so good. We've done 20 samples so far and everything is good.

MR. TIECHE: If there is a bad sample taken you get a report back?

PUBLIC WORKS SUPERINTENDENT: Absolutely. We have to get it back to the homeowner within 24 hours.

MRS. WOOMER: Trust me, they do.

PUBLIC WORKS SUPERINTENDENT: What was it, 2 years ago.

MR. MORVAY: The only other thing I had, I had on my calendar the fellow who was coming in for doing the cemetery repairs. Is that this weekend?

MR. TIECHE: I know that they scheduled it for the 20th here in Canfield. I think it's starting at 8:00.

CLERK: 9:00.

MR. MORVAY: At which cemetery?

CLERK: Old North.

MR. MORVAY: Is the public invited?

MR. TIECHE: It's been in the paper.

MR. NEFF: I know the Historical Society announced it.

MR. TIECHE: They are doing the same thing at Ellsworth Cemetery. But that's on Sunday.

MR. MORVAY: Ours is Saturday.

MR. TIECHE: Right.

MR. MORVAY: That's all I have for communications. Chief, do you have anything?

CHIEF OF POLICE: I was going to talk about the gazebo but we already touched on that. I'm making plans to meet with the guys that are potentially going to put the ramp in now that we have a consensus on where it's going and how it's going to look. The gazebo is still off limits. As

much as we want to use it. Hopefully, they move quick on the structural engineer to get us in there. I have a feeling that contractors will move quick, once they get the thumbs-up to go. Chris has been on top of it and pushing. We just wait to make sure we get it done and done right. You said about the lights, we're looking ahead. I don't know if there is an empty or full meter on those lights but if we have to replace them, we'll replace them. If that potential damage is there, I'll talk to him about that.

Memorial Day, it will be down at the War Vet dedication area, on the north green. I know that Mayor Dragish will be speaking. I'll be speaking. That will be on Monday, I believe it's the 28th. Time, I got a text into someone. Do you know times?

CLERK: I do not have a time.

CHIEF OF POLICE: I've seen everything but times. I have a text into Mike Kubitza. He'll get back to me. I'm full of bad information. It's not the 28th, it's the 29th. I'm looking forward to that. It's always a good day. The Memorial Park down there is awesome. I informed council last night, in an email, that somebody did buy IGA. I was saying that, it's pretty amazing sitting in this chair, this role, the amount of disinformation that you hear about who's buying what, who is making offers, it's unbelievable. IGA is purchased, finally. It's really up to that private investor to do what he's going to do. But I'm under the impression that it's going to be retail and done right. The city is doing everything that we can to participate. We applied for a grant to assist the remediation. We'll make sure that it's done right. I don't have all the specifics. I do know that it's sold and that eyesore is going to go away; which has been our goal. Hopefully, it's done right, we'll make sure that it is.

MR. TIECHE: The grant that we're getting to assist, do we have any match portion that the city puts in for that? Is that just economic development funds coming to the new owner?

CHIEF OF POLICE: I can say to a certain degree of certainty, 90% no we don't, we just have to be a participant, like the conduit to get it there.

MR. TIECHE: I just thought, if there is money involved, we don't have a budget.

CHIEF OF POLICE: Absolutely.

ATTY. FORTUNATO: I'm sure he's been told about the CRA.

CHIEF OF POLICE: Yes.

Under **REPORTS**, of Committees Boards, Mayor's Report, City Manager, Finance Director, Chief of Police, Zoning Inspector and Public Works Superintendent.

MR. TIECHE: I'm going to have a report this evening. I think at the last meeting when you asked for a report, I indicated that Parks Board had a meeting and there was a request for a

commemorative tree to go on the Village Green and Parks Board wasn't sure what they can do one way or the other about that. Since then, with the help of Christine and Patty, I found out that in actually 2019, we have a Motion creating a Memorial Tree Program. It's just a matter of the individual that wants to dedicate that tree, to get in and probably see Patty and get the application going and proceeding along those lines. I got some information that enhanced me. Thank all of you. I'll pass that on to Parks Board. As a matter of fact, maybe what we could do is make copies of this, and have it for the next Parks Board Meeting in June.

CLERK: Copies of what?

MR. TIECHE: Motion 2019-06.

CLERK: Oh, the motion, sure.

MR. TIECHE: There is an indication of Exhibit 1, programs and what's included. Also, make a copy of the approved street trees.

CLERK: I have a brochure and it has all the trees.

MR. NEFF: I was excused from the last Planning & Zoning Meeting. I'm going to defer again, to Mike Cook our Zoning Inspector.

MR. DRAGISH: I have the Mayor's Monthly Statement to Council for the fines and monies collected. Once it was received and paid- out, the net collections to the city was \$336.01.

MR. NACARATO: Design Review has not met since our last meeting. I have no report.

MR. MORVAY: I sit on the Fire District Board and I did not give you numbers for last month. For April we ran 229 calls. Of those 229 calls, we had 109 transports in the ambulance. We had no fire loss. That incident down in Beaver Township, we sent 4 medics. Two of the medics were SRT Officers; which are trained in disasters and that sort of thing. That's all I have to report for the Fire District.

PUBLIC WORKS SUPERINTENDENT: Crews have been continuing with the water meters changeout program. They are in the northeast section right now.

This month is the lead and copper sampling month. We have to do 40 samples this month. We're about half way through.

We've had a successful bypass so far, for the tank renovation. We are currently running a bypass around the tank now, so the tank at Fairground is offline today. We're going to let that go for a little while, just to test it out and make sure everything is good. It looks like Monday, we're going to start draining that tank. They're going to be in there, they're going to cut a hole in the side. They're going to start tearing rafters out. It's going to take them, I think, 3 weeks to

manufacture and cut the rafters. They have to measure everything. We don't have adequate drawings for them just to make them up beforehand. So, they said, we might not see them for like 3 weeks after they do that initial cutting. It's great news for us, we're running as we should. Nobody should even notice a difference. I notified the Fire Chief that there was going to be a tank down. It shouldn't affect him at all. I did ask him, if there is a fill that they can avoid, in mass quantities but that's just a precaution.

We are also working on the Consumer Confidence Report. It should be done in the next couple of days. That should go out sometime in June. I think that's all I have.

FINANCE DIRECTOR: I received an email today from the Ohio State Auditors, they will be here next week to start the 2022 Audit. The city had Federal Expenditures of \$800,786 in 2022, that means, we're lucky and we qualify for a single year audit; which costs us more money. I will be posting the January, February and March check register to the website tomorrow.

ZONING INSPECTOR: For the month of May so far, we issued 14 permits for a total valuation of \$2,301,861. The bulk of that is IES with their addition it was 1.9 million. They have a 17,000 square foot addition going on and 15 new employees. We granted them a parking adjustment last week for 64 spaces. We also granted 45 Sandstone a 6-foot front yard fence adjustment last week at Planning & Zoning. I sent out at least 20 grass letters, so far this month and they're still going out. They're not cutting the grass. Millennial Moments tapped their sewer line for a new hospital going up out there, in their development. 260 S. Broad was reported to us as being a group home. We had conversation with the people leasing the property and they're moving the kids out July 15th.

MR. TIECHE: The Shadydale front yard adjustment,

ZONING INSPECTOR: Sandstone on the corner.

MR. TIECHE: Are they just extending...

ZONING INSPECTOR: If you look at it coming down Timber Run, it's the backyard.

CLERK: I just wanted to mention, since the gazebo is not open, the jazz concert for the middle school and high school will be held on the street in front of the State Farm building. That is May 22nd, Monday at 6:30 PM.

MR. NEFF: In front of Farmer's?

CLERK: No, the State Farm Building between there and Piccadilly.

CHIEF COLUCCI: Just speaking off of what Mike Cook was talking about the group home. The neighborhood over there was pretty uptight. They actually formed a group and named a spokesperson and I've been communicating with the spokesperson. As soon as Mike got me

the information today, I relayed it to her to relay to her people. I think that it's the best outcome, that they're leaving. Had there been citation issued, it is like a charges issue and that time is going to take a month for hearings and pre-trials. Even if it would have went down the route of eviction, it wouldn't have been before July 15th. I think it's the best result for everybody. Mike did a really good job working through that. It's tough to prove what's going on inside a home. When the neighbors were that upset, we had a good thing going on and kept the neighbors in the loop of communication.

Switching over to police, on Friday night, I text you guys late. I can't stand putting out bad information, but I did. The information that we had originally was that all of our police officers responding to a police officer that was shot in the face and unconscious. The suspect was hidden in the woods, with guns and so on. That's what I put out to you. Canfield PD had 8 officers there. The only reason we had so many, is because we were running a DUI Checkpoint that night, right as it started. They didn't even open it. They sent every cop there. There were probably close to 100 cops around that area. We were working together with Beaver's Chief that night. Everybody should be assured of incredible police presence and the determination to capture the suspect. It ended up that the police officer was just assaulted-bad. He was unconscious, in a pool of blood. It just got turned into that. They found him. It was interesting, there was weather in the area that night. Columbus PD, Cleveland PD, Pittsburgh PD, nobody would send air support. The highway patrol wouldn't send air support. Pennsylvania State Police finally found helicopters. Actually, many departments in the area have drones. It was actually the drones that found him through thermal imaging; the heat source. Mahoning County Violent Crimes Task Force has a hostage negotiator. They were on the phone with him for quite a while. He ended up giving himself up. The highway patrol guys were on the perimeter when he came out of the woods. You might have seen it on T.V. He got Tased and he was challenging them. He's where he belongs, in jail. I'm just trying to keep you guys up-to-date, especially with our guys going out there. The officer is doing fine. He's going to recover.

School Resource Officer Update: I'll be meeting with Brian Governor and Joe Knoll next week. It's time to renegotiate the SRO Agreement that we have. The one with Canfield City and the Schools and the other with Canfield City, Schools and the Township. We're also working with the schools on attempting to get to, they don't want to label it SRO's, they want security officers, is what they want to call it. We're working on getting two full-time Canfield Police in each elementary school next school year. I'm optimistic that we can get it done. I'll keep you informed. I'll keep the public informed. I know it's what the people want. A lot of times, it keeps them happy, giving them what they want. It's certainly not outside of the realm of possibilities that it will happen. I know we're capable of doing it. I'll keep you up-to-date on that.

As far as property maintenance goes, we've always had that. You've heard me say it, we operate with the broken windows theory of mine. Get problems stopped before they become big problems. When people drive through our town, we want them to see that we care enough about our community, that there aren't weeds growing, windows busted out, blight, so to speak. One of the things that we are going to initiate in the police department, on the heels of

what Frank talked about last week is, I'll have our officers, if they see property maintenance issues, they're going to turn it over to me. I'll in turn, turn a formal complaint over to Mike Cook. I heard him mention that he only operates on complaints. We'll give him the complaints, if they're there. Property maintenance is as important to the police, as it is you guys. You're elected to represent this community, they don't want to see it, they don't want to deal with it. We'll be turning in those complaints, if they are.

The City Manager Report: I've been working diligently and tirelessly, with John Rapp and the UWUA, the street departments union. I'll be briefing you guys later. We believe we have reached an agreement. I'm also working with mid-term bargaining with the OPBA, the police officer's union. I'll get you further information on that. John Rapp mentioned that bypass work that's being done. I don't think anybody appreciates really what he's been doing and how it's consumed him. If we didn't have John Rapp, I can't imagine the fee that we would have to pay a consultant for what he's done. He's downplayed it to you guys. It was an undertaking what they did, this bypass, they put in to take that tank down. I know that things have changed over time and the one things we weren't accounting for was the elevation of the tank on Web Road.

PUBLIC WORKS SUPERINTENDENT: The pump station is on Web Road and the elevation is on Kirk Road.

CHIEF OF POLICE: It was a significant infrastructure bypass, truly. We had some gear that we had to run down to Pittsburgh to get tuned up and get ready to be put in the ground up there. So, tons of credit. I can't imagine the money that we would have spent on a consultant to get that done, to be able to shut that tank down. These are proactive efforts go unnoticed but when something bad happens, it's very noticed. John took the step. Had we not taken the step, we would have realized that we would have had a catastrophe on our hands. A

PUBLIC WORKS SUPERINTENDENT: Yeah, we would have.

CHIEF OF POLICE: It would have been a big problem. I want to compliment him and say, good work. I know how it consumed you. I tried to back off of you a little bit. He did a good job.

PUBLIC WORKS SUPERINTENDENT: I appreciate that.

CHIEF OF POLICE: It was a huge undertaking.

MR. MORVAY: Is that it, Chief?

CHIEF OF POLICE: Yes.

MR. MORVAY: John, the city thanks you. I thank you personally for taking care of our City. Actually, all of our employees, Christine, Mike, Counselor, Patty, thank you. I've always said this, up here, we have the best of the best, it sure shows. Unfortunately, like Chief said, when

something bad happens, that's what we hear about. We don't hear too much good. I want to thank everybody again. We've heard these reports. Any questions or concerns from Council?

MR. TIECHE: I have a couple of comments. 1. Chief, members of the police department, thank you for the job that you do overall. I know this is National Police Week. There are a lot of things that go on behind the scenes that nobody ever hears about, nobody ever sees. We just know that this is Canfield and we're relatively comfortable compared to everybody around us. So, thank you. 2. Behind the scenes type of stuff, just what John Rapp is doing. The only time you hear about some of that stuff is when the top blows off the water tank or all the water lines have erupted because the altitude valve isn't set right for the pressure in the system and that kind of thing. He takes care of that. Nobody knows anything about it because you still get your drinking water, your shower and that kind of thing. Actually, the whole staff is like that but those are two that came up. Thank you.

MR. NEFF: I think we ought to formally recognize the Police Day. It was Monday, right? So, we should do that as Council. We should have something formalized, so we have something, it would be nice. John, are you going to put a man door in the tank, while you're cutting? You can put one of those big submarine doors.

PUBLIC WORKS SUPERINTENDENT: They are actually, they're cutting a door in. They're upgrading the ladder because the ladder isn't wide enough. They cut an actual door in. But I do think that they have one bolted down but I think they weld it back in place. I'm not sure if they put an access panel in or not. I think they had to cut two holes in it. I'll keep you updated on that.

MR. TIECHE: If you want to go in the tank, I'm sure he can lower you down through the hatch.

PUBLIC WORKS SUPERINTENDENT: If you guys want tours at any time of what we're doing or how we're doing it, just reach out to me and I'll be happy to take you up there and explain to you what's going on and where we're at with it.

MR. NEFF: Thank you.

Under **QUESTIONS** from residents regarding reports, there were none.

Under **Recognition of Persons Desiring To Appear Before Council**:

CLERK: John, I don't have anyone on my list.

MR. MORVAY: This is the time, if you have an issue or question, take the podium and for the record, state your name and address.

JOE MACBENN: Joe Macbenn. I've been here before regarding property on 7195 Akron-Canfield Road. We followed Atty. Fortunato's advice. I sent Mr. Hyam (spelled phonetically)

two certified letters requesting annexation. We know he received them on May 9th. We have had absolutely no response. What do we do next? Do I go to the County Commissioners to try to resolve the problem with the island? If I fix my water problem and put in a septic system. Septic Systems should last 30 years. I might as well stay in the township for the next 30 years. I'm 80 now, that will make me 110.

ATTY. FORTUNATO: So, you sent a letter, he received the letter and you haven't heard for about a week?

CHIEF OF POLICE: Did you call him?

MR. MACBENN: I have not been able to reach him. I'd like to go to his place of business and contact him but every time I go there, there is nothing happening, it's closed. I know he received two letters, one went to his place of business and the other went to his personal residence.

ATTY. FORTUNATO: Can you send us a copy of the letter that you sent?

MR. MACBENN: Yes.

ATTY. FORTUNATO: I'll send a letter to him on city letterhead, enclosing your letter and saying, that we need to get this resolved. He needs to get in touch with you.

MR. MACBENN: Okay.

ATTY. FORTUNATO: We'll see if that prompts him a bit.

MR. MACBENN: We're looking for some progress, that's all. Thank you.

MR. MORVAY: Pat, did you have anything?

PAT WOOMER: No.

Under **OLD BUSINESS:**

ITEM A: An Ordinance Amending Section 1141.16, M-1 Manufacturing District.

MR. MORVAY: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of a full reading of the proposed Motion and authorize reading by title only.

MR. NACARATO: Second.

ROLL CALL ON MOTION:

5 Votes-Yes
0 Votes-No
Motion passes.

MR. TIECHE: Mr. President, I have an Ordinance Amending Section 1141.16, M-1 Manufacturing District. I move for passage.

MR. NEFF: Second.

MR. MORVAY: Chief, we've had a public hearing on this, is there anything to add?

CHIEF OF POLICE: Not that we haven't discussed already.

MR. MORVAY: Council, questions or concerns? Hearing none.

MR. MORVAY: My understanding is, this will be behind the fence that he currently has there now.

ZONING INSPECTOR: Correct.

MR. MORVAY: But this will affect other areas in the future.

ATTY. FORTUNATO: That's correct.

MR. TIECHE: Everything up there that is in red.

MR. MORVAY: Going forward, if we were to amend this for those other sections, would there be a grandfathering issue?

ATTY. FORTUNATO: For anybody that has already done it, yes. The only one that we're aware is the one that we discussed. So, maybe in the interim, after that, in planning we can start working on that right now.

MR. MORVAY: Planning & Zoning did recommend this. Residents, questions or concerns? Hearing none.

ROLL CALL ON ORDINANCE:

5 Votes-Yes
0 Votes-No
Ordinance passes
Ordinance 2023-20.

Under **NEW BUSINESS**, there was none.

MR. MORVAY: I'll ask Mr. Nacarato to get us into Executive Session. I'll remind you, when we come back out, we will not be taking any action. If you'd like to stick around that's fine.

MR. NACARATO: Mr. President, I have a Motion to adjourn into Executive Session pursuant to ORC Section 121.22 (g) (2) to consider the transfer, purchase, or sale of property and ORC Section 121.22 (g) (4) to discuss an issue related to collective bargaining. I move for passage.

MR. DRAGISH: Second

ROLL CALL ON MOTION:

5 Votes-Yes
0 Votes-No
Motion passes.

Council adjourned into Executive Session at 6:10 P.M.

Council reconvened from Executive Session at 7:12 P.M.

Mr. Dragish made a motion to adjourn

Mr. Nacarato seconded the motion.

Council was adjourned at 7:13 P.M.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

