

AGENDA

CANFIELD CITY COUNCIL

September 6, 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.

- A. An **Ordinance** Amending Canfield Codified Ordinance Section 1129.09 Regarding Demolition Permit Fees Related to Sheds and Decks.

Description: Staff is recommending that we change the fee for a demolition permit for decks and sheds to be \$10.00. The fee previously was \$50.00.

Action Needed: We had a public hearing earlier this evening.

Attachment(s): Ordinance and recommendation from P&Z.

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** to Approve and Adopt the Current Replacement Pages to the Codified Ordinances

Description:

During the course of the year as new ordinances are passed and current ordinances are amended, we must update our codified ordinance books as well as the online codification of our ordinances.

This item approves and adopts the replacement pages required for the updates to our codified ordinances and authorizes American Legal Publishing to prepare said updates.

Action Need:

Approval of Ordinance adopting the revisions, recodifications, and rearranging of codes, titles, chapters and section within the 2023 replacement pages for the codified ordinance for the City of Canfield.

Attachment(s):

Ordinance approving and adopting the current replacement pages to the City of Canfield Codified Ordinances.

Public Comments

- B. An **Ordinance** Waiving the Sign Permit Fee for the American Legion Post 177.

Description: The American Legion Post 177 has constructed a new sign on the Village Green at the Veterans Plaza. The City of Canfield has received a request from the American Legion Post 177 that the sign permit fees be waived.

Action Needed: Consideration of request.

Attachment(s): Ordinance waiving sign permit fee
Letter requesting sign permit fee waiver

- C. A **Resolution** Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying them to the County Auditor.

Description:

In accordance with state law, the City of Canfield must accept the amounts and rates as determined by the budget commission and authorize the necessary tax levies and certify them to the County Auditor.

This resolution accepts the amounts and rates, authorizes the necessary tax levies and certified them to the County Auditor as indicated in the resolution.

Action Needed:

Approval of resolution accepting the amounts and rates as determined by the budget commission, authorizing the necessary tax levies and certifying them to the County Auditor.

Attachment(s):

Resolution accepting the amounts and rates as determined by the budget commission and authorizing the necessary tax levies and certifying them to the County Auditor.

- D. A **Motion** Accepting the Water and Sanitary Utilities for the Land Development Plan known as Millennial Moments- Phase 2, Millenary Way Only, Located within the Millennial Moments JEDD Territory.

Description:

As part of the Millennial Moments Joint Economic Development District (JEDD) Agreement with Canfield Township, the City of Canfield is to provide the development with water and sanitary sewer services. The developer has installed all the necessary water and sanitary sewer infrastructure to service Phase 2 of the planned development known as Millennial Moments.

The City of Canfield must accept the water and sanitary sewer infrastructure and all associated rights-of-way and utility easements. The acceptance of this infrastructure allows the City to assume ownership and provide all necessary operation and maintenance activities for the development.

This motion accepts the water and sanitary sewer utilities and associated rights-of-way, and utility easements for Phase Two (Exhibit 1) for the land development known as Millennial Moments. This acceptance is contingent upon the developer posting a maintenance bond for an amount equal to 10% of the total costs of construction.

Action Need:

Approval of motion accepting the water and sanitary sewer utilities for phase 2 of the land development plan known as Millennial Moments.

Attachment(s):

Motion accepting the water and sanitary sewer utilities for phase 2 of the land development plan known as Millennial Moments.

Exhibit 1 – Phase 2: Millennial Moments Utilities

Public Comments

- E. A **Motion** Amending A Contract Between the City of Canfield and the Utility Workers Union of American (UWUA) for Years, 2024, 2025 and 2026.

Description: See Chief

Action Needed: Passage of Motion

Attachment(s): Motion and UWUA Contract

12. Council Comments.

13. Adjournment

Introduced by: _____
First Reading: _____

**AN ORDINANCE AMENDING
CANFIELD CODIFIED ORDINANCE
SECTION 1129.09 REGARDING
DEMOLITION PERMIT FEES RELATED TO SHEDS AND DECKS**

WHEREAS, the Zoning Inspector and the Planning and Zoning Commission of the City of Canfield have recommended a reduction in the fee required to demolish a shed, and

WHEREAS, the Council of the City of Canfield deems it to be in the best interests of the citizens of the City to amend Ordinance Section 1129.09 accordingly, **NOW THEREFORE, BE IT ORDAINED**

Section 1. That subsection (f) of Canfield Codified Ordinances related to demolition permit fees is hereby amended to read:

(f) The cost of the demolition permit fee is Fifty Dollars (\$50.00) except that the fee for the demolition of sheds and decks shall be Ten Dollars (\$10.00)

Section 2. That this Ordinance and all deliberations relating to the passage of this Resolution 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 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



City of Canfield

104 LISBON STREET
CANFIELD, OHIO 44406-1416

Phone: 330-533-1101
Admin. Fax: 330-533-4415
Finance Fax: 330-533-2668
www.ci.canfield.oh.us



DATE: AUGUST 10, 2023

TO: MEMBERS OF COUNCIL

**FROM: MIKE COOK, SECRETARY
PLANNING AND ZONING COMMISSION**

**SUBJECT: A RECOMMENDATION TO COUNCIL TO AMMEND CANFIELD
CODIFIED ORDINANCE SECTION 1129.09 REGARDING
DEMOLITION PERMIT FEES.**

At the regular meeting of the Planning and Zoning Commission on August 10, 2023, the following motion was made:

Mr. Neff made a motion to recommend Council ammend Canfield Codified Ordinance Section 1129.09 Regarding Demolition Permit Fees.

New Section F, would read: the cost of the demolition permits for structures is \$50.00. However, the fee for the demolition for sheds and decks shall be \$10.00. Sections e (2) and e (3) shall not apply.

The motion was seconded by Mr. Kristan.

This motion passed 3 - 0

Introduced By: _____
 First Reading: _____

ORDINANCE

AN ORDINANCE TO APPROVE AND ADOPT
 THE CURRENT REPLACEMENT PAGES
 TO THE CODIFIED ORDINANCES.

WHEREAS, certain provisions within the Codified Ordinances should be amended to Conform with current State law as required by the Ohio Constitution; and

WHEREAS, various ordinances of a general and permanent nature have been passed by Council which should be included in the Codified Ordinances; and

WHEREAS, Council has entered into a contract with the Walter H. Drane Company to prepare such annual revision which is presently before Council;

THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE MUNICIPALITY OF CANFIELD, OHIO:

Section 1: That the Ordinances of the Municipality of Canfield, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the 2023 Replacement Pages to the Codified Ordinances are hereby approved and adopted.

Section 2: That the following sections and chapters are hereby added, amended or repealed as respectively indicated in order to comply with current State Law:

Traffic Code

303.09	Leaving Junk or other vehicles on private or public property without permission or Notification. (Amended)
303.991	Committing an offense while distracted Penalty. (Amended)
331.35	Occupying travel trailer, fifth wheel vehicle or manufactured or mobile home while in Motion. (Amended)
333.01	OVI; willful misconduct; speed (amended)
333.03	Maximum speed limits; assured clear distance ahead. (Amended)
333.08	Electronic wireless communication device use prohibited while driving. (Amended)
335.07	Driving under suspension or license restriction. (Amended)
335.071	Driving under OVI suspension. (Amended)
335.072	Driving under financial responsibility law suspension or cancellation; Driving under a nonpayment of judgment suspension. (Amended)
335.073	Driving without complying with license reinstatement requirements. (Amended)
335.074	Driving under license forfeiture or child support suspension. (Amended)
337.10	Lights, emblems, and reflectors on slow-moving vehicles, farm machinery, agricultural tractors, and animal-drawn vehicles. (Amended)
337.16	Number of lights; limitations on flashing, oscillating or rotating lights. (Amended)
337.22	Windshield and windshield wiper; sign or poster thereon. (Amended)
341.01	Commercial drivers definitions. (Amended)
351.04	Parking near curb; handicapped locations on public and private lots and garages. (Amended)

General Offenses Code	
501.01	General provisions and penalty definitions. (Amended)
501.99	Penalties and misdemeanors. (Amended)
505.071	Cruelty to companion animals. (Amended)
505.12	Coloring rabbits or baby poultry; sale or display of poultry. (Amended)
509.04	Disturbing a lawful meeting. (Amended)
509.011	Impeding public passage of an emergency service responder. (Added)
513.01	Drug Abuse Control Definitions. (Amended)
513.03	Drug abuse; controlled substance possession or use. (Amended)
513.04	Possessing drug abuse instruments. (Amended)
513.12	Drug paraphernalia. (Amended)
517.08	Raffles. (Amended)
521.15	Spreading contagion. (Added)
525.05	Failure to report a crime, injury or knowledge of death. (Amended)
525.15	Assaulting police dog or horse or an assistance dog. (Amended)
529.07	Open container prohibited. (Amended)
533.01	Obscenity and sex offenses definitions. (Amended)
533.06	Voyeurism. (Amended)
533.08	Procuring; engagement in sexual activity for hire. (Amended)
537.03	Assault. (Amended)
537.06	Menacing (Amended)
537.07	Endangering children. (Amended)
537.15	Temporary protection order. (Amended)
545.05	Misdemeanor theft. (Amended)
549.02	Carrying concealed weapons. (Amended)
549.04	Improperly handling firearms in a motor vehicle. (Amended)
549.10	Possessing replica firearm in school. (Amended)

Section 3: That this Ordinance shall be effective immediately upon approval of a majority vote of the members of Council and the Clerk of Council shall cause notice of the adoption of the current Replacement Pages to be published as provided in Section 4.15 of the Charter. The provision of Section 4.15 of the Charter pertaining to the codification of ordinances shall be applicable to the current service supplementing such codification.

Section 4: 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 _____ A.D. 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: _____
First Reading: _____

ORDINANCE

AN ORDINANCE WAIVING THE SIGN PERMIT FEE
FOR THE AMERICAN LEGION POST 177

WHEREAS, the American Legion Post 177 has requested that the Sign Permit fees be waived; and

WHEREAS, Canfield City Council desires to approve said request.

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

Section 1: The Sign Permit fees associated with the installation of a free-standing sign on the Village Green at the Veterans Plaza are hereby waived.

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 _____ A.D., 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

CITY of CANFIELD

Patty Bernat <pbernat@canfield.gov>

Respectfully request Waiver of Zoning Fee for Veteran's Plaza Sign:

Thu, Aug 31, 2023 at 2:05 PM

Richard Duffett <richard.duffett@hotmail.com>
To: "Patty (Pat) Bernat" <pbernat@canfield.gov>
Cc: Mike Cook Zoning Inspector <mcook@canfield.gov>

August 31, 2023

Mayor and Council,

The Canfield American Legion Post #177 thanks the Mayor and Council for approving the Recognition and Thank~You sign at the Veterans Plaza.

Being that our American Legion Post is a nonprofit entity and we have raised over \$125,000 to build the Veterans Plaza without any tax revenue, we are respectfully requesting a waiver of the permit fee for the sign.

Our Canfield Legion Post has enjoyed partnering with the City of Canfield for many projects and events over many years, and we look forward to working together on future projects as well as our future Memorial Day Remembrance Ceremonies.

Any questions, please contact me on my cell at 330.550.5993. We thank you for your consideration.

Very Respectfully,

Richard A. Duffett

Commander
American Legion Post #177
Department of Ohio

PO BOX 53
Canfield, Ohio 44406

richard.duffett@hotmail.com
(330).550.5993

Introduced By: _____
First Reading: _____

RESOLUTION

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR.

WHEREAS, the Council of the City of Canfield, Ohio, in accordance with the provisions of law has previously adopted a tax budget or has been granted the authority by the Mahoning County Budget Commission to waive this requirement for the next succeeding fiscal year commencing January 1, 2024; and

WHEREAS, the Budget Commission of Mahoning County, Ohio has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within, the ten mill limitation;

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

Section 1: The amounts and rates as determined by the Budget Commission in its certification and the same are hereby accepted.

Section 2: That there be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

Fund	Amount Approved by Budget Commission Inside 10 Mill Limitation	Amount to be Derived from Levies Outside 10 Mill Limitation	County Auditor's Estimate of Tax Rate to be Levied Inside 10 Mill Limit	County Auditor's Estimate of Tax Rate to be Levied Outside 10 Mill Limit
General	\$239,324.00	-0-	1.00	-0-
Road and Bridge	478,648.00	-0-	2.00	-0-
Police	-0-	\$789,961.00	-0-	3.90
Total	\$717,972.00	\$789,961.00	3.00	3.90

Section 3: The Clerk of Council be and is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

Section 4: That this Resolution and all deliberations relating to the passage of this Resolution 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.

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 Resolution 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

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY
THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY AUDITOR
(CITY COUNCIL)**

Revised Code Sections 5705.34-5705.35

The Council of the City of Canfield, Mahoning County, Ohio, met in _____

Session on the _____ day of _____, 2023, at the office of

_____ with the following members present:

Mr./Ms. _____ moved the adoption of the following
Resolution:

WHEREAS, The Council of the City of Canfield, Mahoning County, Ohio, in accordance with the provisions of law has previously adopted a Tax Budget or has been granted the authority by the Mahoning County Budget Commission to waive this requirement for the next succeeding fiscal year commencing January 1, 2024; and

WHEREAS, The Budget Commission of Mahoning County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within, the ten mill limitation; therefore, be it

RESOLVED, by the Council of the City of Canfield, Mahoning County, Ohio, that the amounts and rates as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX
APPROVED BY BUDGET COMMISSION AND COUNTY AUDITOR'S ESTIMATED
TAX RATES

Fund	Amount Approved by Budget Commission Inside 10 Mill Limitation	Amount To Be Derived from Levies Outside 10 Mill Limitation	County Auditor's Estimate of Tax Inside 10 Mill Limit	County Auditor's Estimate of Tax Outside 10 Mill Limit
General Fund	239,324		1.00	
Road and bridge	478,648		2.00	
Red Gate Debt Retirement	-		0.00	
Police		789,961		3.90
Total	\$ 717,972	\$ 789,961	3.00	3.90

**SCHEDULE B
CURRENT PROPERTY VALUES AND
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES
(see attached)**

And be it further

RESOLVED. That the Clerk of this Council be and is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

Mr./Ms. _____ seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Mr./Ms. _____
Mr./Ms. _____
Mr./Ms. _____
Mr./Ms _____
Mr./Ms _____
Mr./Ms _____
Mr./Ms _____

Adopted the _____ day of _____, 2023.

Clerk of Council
Canfield City
Mahoning County, Ohio

President of Council
Canfield City
Mahoning County, Ohio

**CERTIFICATE OF COPY
ORIGINAL ON FILE**

The State of Ohio, Mahoning County, ss.

I, _____ Clerk of the Council of the City of

Canfield in said County, and in whose custody the Files and Records of said Council are required by the laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original

_____ now on file, that the foregoing has been compared by me with said original document, and that the same is a true and correct copy thereof.

_____ WITNESS my signature this _____ day of _____, 2023.

Clerk of Council

Canfield City

Mahoning County, Ohio

A copy of this resolution must be certified to the Mahoning County Auditor within the time prescribed by section 5705.34 of the Ohio Revised Code, or at such a later date as may be approved by the Board of tax appeals.

Filed _____, 2023

Ralph T. Meacham, CPA, County Auditor

By _____
Manuel E. Santiago

Deputy Auditor

Introduced by: _____

Motion No. _____

A MOTION ACCEPTING THE WATER AND SANITARY SEWER UTILITIES FOR THE LAND DEVELOPMENT PLAN KNOWN AS MILLENNIAL MOMENTS-PHASE 2, MILLENARY WAY ONLY, WITHIN THE MILLENNIAL MOMENTS JEDD TERRITORY

WHEREAS, the Council of the City of Canfield desires to accept water and sanitary sewer utilities for the land development plan known as Millennial Moments- Phase 2, Millenary Way only, located in the Millennial Moments JEDD Territory, Canfield Township, Mahoning County; and

WHEREAS, the Subdivider shall post a two-year maintenance bond in the amount of 10% of the actual construction costs of the improvements installed; and

WHEREAS, the City Engineer has approved and certified in writing that said improvements have been constructed and completed in a satisfactory manner.

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

Section 1: The Council of the City of Canfield accepts Millennial Moments- Phase 2, Millenary Way only, as it pertains to public right-of-way and accepts all water utility easements and sanitary easements identified in Exhibit 1 attached hereto.

Section 2: That this acceptance is contingent upon posting of a Maintenance Bond in the amount of 10% of the actual construction costs of the improvement.

Section 3: 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 _____ 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

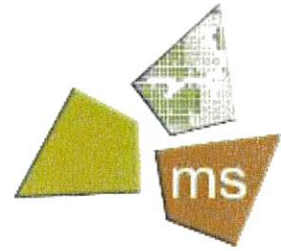
APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

ms consultants, inc.

engineers, architects, planners

333 East Federal Street
Youngstown, Ohio 44503-1821
p 330.744.5321
f 330.744.5256



August 30, 2023

Mr. Charles Colucci
City of Canfield
104 Lisbon Street
Canfield, Ohio 44406

**RE: Millennial Moments Development
Millenary Way- Water & Sanitary Utility Installation**

Dear Mr. Colucci:

ms consultants, inc. (ms) has reviewed the submitted data prepared and provided by FJA Developers, WallacePancher Group, and ms, for the water and sanitary utility installation associated with Millenary Way located within the Millennial Moments development.

Based upon review of the submitted information, the water and sanitary utilities conform with the approved plans and the testing requirements have been met. The Developer is required to submit a two-year maintenance bond in the amount of 10% of the total construction cost of \$128,669.00 (as submitted by the Developer). The City of Canfield may move forward with acceptance of the water and sanitary infrastructure within the public right-of-way on Millenary Way, contingent upon receipt of the maintenance bond.

The following documents were utilized as part of the review process and have been sent to your attention via a file transfer for the City's records:

- As-Built Drawings
 - Sanitary Sewer As-Built (Provided by WallacePancher Group)
 - Waterline As-Built (Provided by WallacePancher Group)
- Inspection Reports (Prepared by ms)

Attached to this conformance letter is Exhibit 1 showing the Millenary Way infrastructure to be accepted. Phase 1 infrastructure also shown on Exhibit 1 was accepted by City Council in August 2022.

Should you have any questions please do not hesitate to reach out at your convenience.

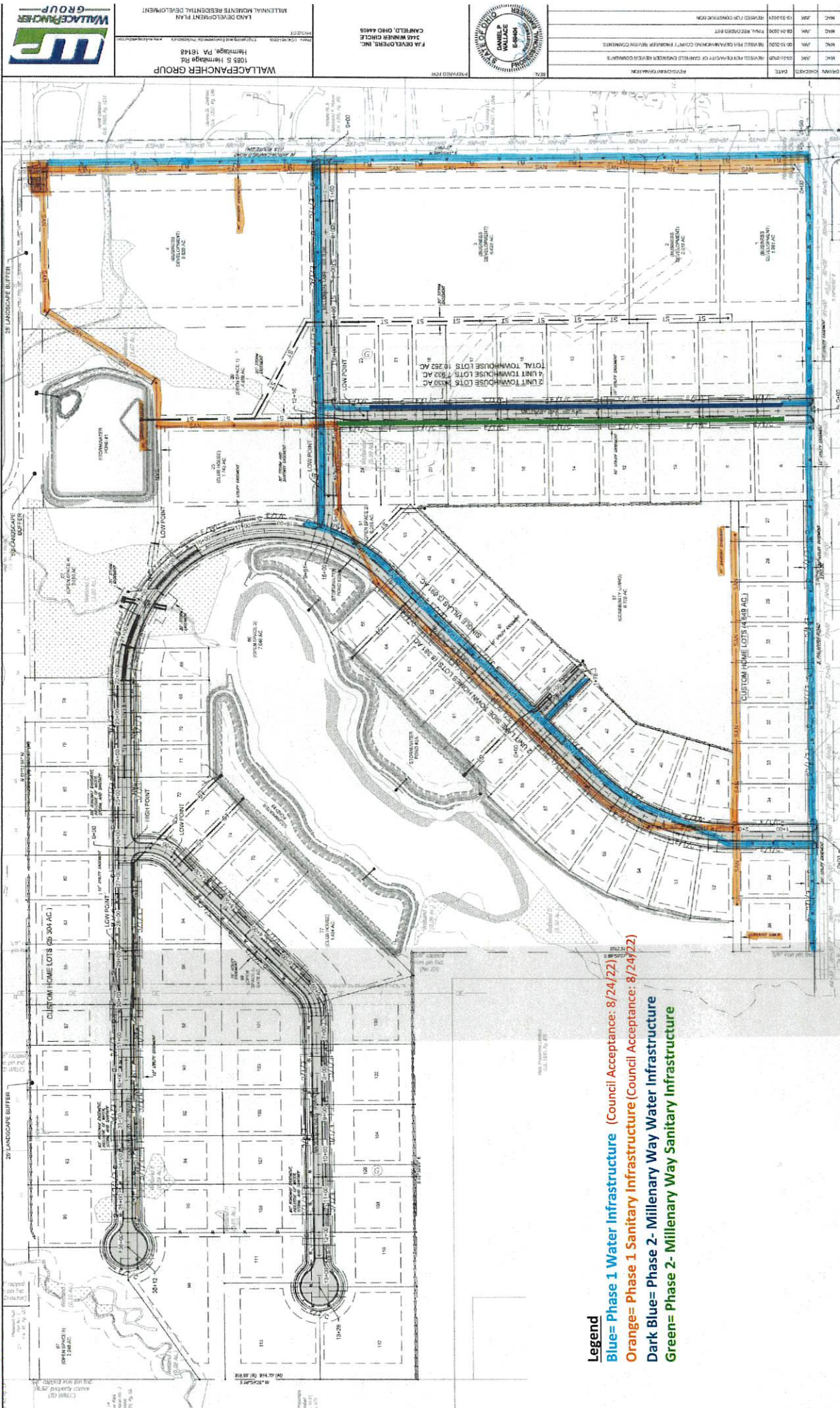
Sincerely,

A handwritten signature in blue ink that reads "Steve Preston".

Steve Preston, P.E.
ms consultants, inc.

cc: File: 61-20573-00
Mark Fortunato- Law Director
John Rapp- Public Works Superintendent
Mike Cook- Zoning Inspector

Exhibit 1



Legend
Blue= Phase 1 Water Infrastructure (Council Acceptance: 8/24/22)
Orange= Phase 1 Sanitary Infrastructure (Council Acceptance: 8/24/22)
Dark Blue= Phase 2- Millenary Way Water Infrastructure
Green= Phase 2- Millenary Way Sanitary Infrastructure

PROPOSED LEGEND

EXISTING UNDERGROUND ELECTRIC LINE	EXISTING GAS VALVE	EXISTING MAJOR CONTOUR	ST	PROPOSED STORM PIPE
EXISTING STREAM	EXISTING WATER LINE	PROPOSED MINOR CONTOUR	PROPOSED STORM MANHOLE	PROPOSED CATCH BASIN
EXISTING TREE LINE	EXISTING FIRE HYDRANT	EXISTING PROPERTY LINE	PROPOSED WATER LINE	PROPOSED FIRE HYDRANT
EXISTING SOILS	EXISTING WATER VALVE	EXISTING LOT BOUNDARY	PROPOSED WATER LINE	PROPOSED WATER VALVE
EXISTING PARTIALS	EXISTING SANITARY LINE	PROPOSED RIGHT OF WAY	PROPOSED FIRE HYDRANT	PROPOSED SANITARY MANHOLE
EXISTING FENCE	EXISTING SANITARY MANHOLE	PROPOSED SETBACK	PROPOSED WATER VALVE	PROPOSED ELECTRICAL
EXISTING EDGE OF ROAD	EXISTING POWER POLE	PROPOSED SETBACK	PROPOSED SANITARY MANHOLE	PROPOSED ELECTRICAL
EXISTING STRUCTURE	EXISTING OVERHEAD	PROPOSED SETBACK	PROPOSED SANITARY MANHOLE	PROPOSED ELECTRICAL
EXISTING BASELINE	LIMIT OF DISTURBANCE	PROPOSED SETBACK	PROPOSED SANITARY MANHOLE	PROPOSED ELECTRICAL

OVERALL UTILITY EXHIBIT

DATE: 01/23/2024
 PROJECT NO: SP-04A

SCALE: 1"=40'

REVISIONS:

NO.	DATE	DESCRIPTION
1	01/23/2024	ISSUED FOR PERMITTING
2	01/23/2024	ISSUED FOR PERMITTING
3	01/23/2024	ISSUED FOR PERMITTING
4	01/23/2024	ISSUED FOR PERMITTING
5	01/23/2024	ISSUED FOR PERMITTING



WALLACEPANCHER GROUP
 LAND DEVELOPMENT PLAN
 MILLINARY WAYS RESIDENTIAL DEVELOPMENT

FJA DEVELOPERS, INC.
 340 W. MAIN STREET
 CANTON, OHIO 44705



NO.	DATE	DESCRIPTION
1	01/23/2024	ISSUED FOR PERMITTING
2	01/23/2024	ISSUED FOR PERMITTING
3	01/23/2024	ISSUED FOR PERMITTING
4	01/23/2024	ISSUED FOR PERMITTING
5	01/23/2024	ISSUED FOR PERMITTING

Introduced By: _____

Motion No. _____

MOTION

A MOTION AMENDING 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 amend 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 amends the 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**

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

10
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.

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ARTICLE 7

PURPOSE FOR NEGOTIATIONS AND CONTRACT CONSTRUCTION

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

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

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

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

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

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

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

ARTICLE 8
EMPLOYEE RIGHTS

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

Section 8.2 Investigation/Discipline. All investigatory or disciplinary meetings shall occur

1 during normal working hours to ensure there is union representation available.

2
3 **Section 8.3 Personnel File.** An employee may request an opportunity to review their own
4 personnel file, add memoranda to the file clarifying any documents contained in the file and may
5 have a Union representative present when reviewing their own file. A request by the employee or
6 their union representative for copies of items included in his or her file shall be honored. All items
7 in the employee’s file with regards to complaints and disciplinary action will be clearly marked
8 with respect to the final disposition. Records of supervisory intervention, warning, written
9 reprimand, suspension or reduction, provided there is no intervening discipline shall cease to have
10 force and effect thirty-six (36) months from the date of issuance.

11
12 **Section 8.4 Copies of Agreement.** Copies of this agreement will be made available.
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16 **ARTICLE 9**
17 **MANAGEMENT RIGHTS**
18

19 **Section 9.1 General.** Except to the extent modified by the provisions of this Agreement, the
20 Employer reserves and retains solely and exclusively all of his legal rights to manage its operations.
21 The rights of the Employer shall include, but not be limited to his rights to establish, change or
22 abolish policies, practices, rules or procedures for the conduct of operations, its employees and its
23 service to the citizens of the City, consistent with the provisions of this Agreement.
24

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

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

- 1 K. The right to establish work schedules and assignments and to determine the
- 2 necessity for overtime and the amount and assignments required thereof;
- 3 L. The right to maintain the security of records and other pertinent information;
- 4 M. The right to determine and implement necessary actions in emergency situations;
- 5 N. The right to determine when a job vacancy exists, the duties and qualifications to
- 6 be included in all job classifications, and the standards of quality and performance to be
- 7 maintained; and
- 8 O. The right to determine the Employer’s goals, objectives, programs and services,
- 9 and to utilize personnel in a manner designated to effectively meet these purposes.

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

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

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

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

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

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42 **ARTICLE 10**
43 **WORK RULES AND REGULATIONS**
44

45 **Section 10.1 Rules by Employer.** The Union recognizes that the Employer, in order to carry
46 out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies

1 and procedures, consistent with the Employer’s statutory authority to regulate the conduct of
2 employees, and the conduct of the Employer’s services and programs.

3
4 While all parties agree and understand that not all standards for conduct are or should be reduced
5 to writing, the Employer agrees that existing work rules shall be made available to all members.

6
7 **Section 10.2 Notice to Union.** When the Employer issues new rules or policies The Union shall
8 be given a seven (7) calendar day notice. If the Union request the City will meet to discuss the
9 work rule or policy.

10
11 **Section 10.3 Employee Responsibility.** This Article shall not be interpreted in any manner so
12 as to relieve an employee of his responsibilities to follow normal and customary rules of good and
13 safe conduct and performance regardless of whether or not there exist rules, policies, and
14 procedures.

15
16 **ARTICLE 11**
17 **WORKING CONDITIONS**

18
19 **Section 11.1 Bulletin Boards.** Reasonable space shall be provided on City bulletin boards in
20 the Public Works Department, for the use of the Union in posting bulletins and notices for the
21 attention of its members.

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

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30 **ARTICLE 12**
31 **CORRECTIVE ACTION**

32
33 **Section 1. Basis for Discipline** Disciplinary action taken by the Employer that may result
34 in demotion, suspension, and/or discharge shall only be for just cause. Except in cases of gross
35 misconduct the concept of progressive discipline will be adhered to.

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

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

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

46 **Section 5. Time to Initiate Discipline** In areas of discipline that are non-criminal in nature,
47 the Employer shall take disciplinary action within a period of no later than thirty (60) working

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

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

13 **Section 7. Pre-Disciplinary Process**

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

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

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

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

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40 **Section 8. Discipline Policy** All employees will follow the Discipline Policy set forth by the
41 city.

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ARTICLE 13
GRIEVANCE PROCEDURE

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

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

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

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

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

Section 13.4 Presentation of Grievances, Advancement. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Any grievance not presented at step one of the grievance procedure within the prescribed time limits shall be considered untimely. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of management’s answer at the last completed step. The Union may withdraw a grievance at any point of the procedure by submitting, in writing, a statement to the Employer to that effect. The time limits for filing and appealing grievances is mandatory unless a mutual extension is agreed to in writing.

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

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

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

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

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

13
14 Either party may request to the Federal Mediation and Conciliation Service (FMCS) for a list of
15 seven (7) arbitrators from within Ohio or adjacent states after notice has been given as provided
16 above. In the event the Employer is not notified, or the grievance is not referred to arbitration
17 within the time limits prescribed, the grievance shall be considered resolved based upon the Step
18 2 reply.

19
20 **Selection of Arbitrator.** Upon receipt of the list of seven (7) arbitrators, the parties shall meet or
21 converse by telephone to select an arbitrator within fourteen (14) days from the date the list is
22 received. Once the arbitrator has been selected and notice of the selection has been forwarded to
23 the FMCS, the parties will have sixty (60) calendar days following to contact the arbitrator and
24 schedule the hearing. The parties may mutually select an arbitrator.

25
26 **Striking from Arbitrator List.** The parties shall use the alternate strike method from the list of
27 seven (7) arbitrators submitted to the parties by FMCS. The Union shall be the first to strike a
28 name from the list, and then the Employer or his designee shall strike a name and alternate in this
29 manner until one (1) name remains on the list. The remaining name shall be designated as the
30 arbitrator to hear the dispute in question. Either party shall have the option to completely reject
31 one (1) list of names provided by the FMCS and request another list.

32
33 **Arbitrator decision timely.** The arbitrator shall hold the arbitration promptly and issue his
34 decision within a reasonable time thereafter.

35
36 **Parameters of Authority of Arbitrator.** The arbitrator shall limit his decision strictly to the
37 breach, misinterpretation, or improper application of the specific terms of this Agreement.
38 The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any
39 provision of this Agreement, nor add to, subtract from, or modify the language therein arriving at
40 his determination on any issue presented that is proper within the limitations expressed herein.

41
42 The arbitrator shall expressly confine himself to the precise issues submitted for arbitration, and
43 shall have no authority to determine any other issues not so submitted to him or to submit
44 observations or declarations of opinion which are not directly essential in reaching a decision on
45 the issue in question.

46 The arbitrator shall not authority to recommend any right or relief on an alleged grievance
47 occurring only during the contract period in which such right originated, and is without authority
48 to make any award based on rights arising under the period of any previous or subsequent

1 Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as
2 part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive
3 settlement to the date the grievance was presented to the Employer in Step 1 of the grievance
4 procedure.

5
6 **Cost of Arbitrator.** All costs directly related to the services of the arbitrator shall be shared
7 equally amongst both parties.

8
9 **Witnesses.** Expense of any non-employee witnesses shall be borne, if any, by the party calling
10 the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall
11 be split equally if both parties desire a court reporter's recording, or request a copy of any
12 transcript.

13
14 **Section 13.6 Grievant Representing Himself, Grievance Meetings, Witnesses at Hearing.**

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

21
22 **Section 13.7 Representative in Grievance Meeting.**

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

28
29 **ARTICLE 14**
30 **PROBATIONARY PERIODS**

31
32 **Section 14.1 New Hired Employees.** Every newly hired employee will be required to
33 successfully complete a probationary period. The probationary period for new employees shall
34 begin on the first day for which the employee receives compensation from the Employer and shall
35 continue for a period of one year. Newly hired probationary employees may be terminated any
36 time during his probationary period and shall have no appeal over such removal.

37
38 **Section 14.2 Required Licenses.** Licenses or certifications required for positions shall Include

- 39
40 1. Class B CDL with tanker and air brake endorsement

41
42 CDL with endorsements must be obtained within 6 months of probationary period

43
44 **Section 14.3 Costs and Expenses**

45
46 The City shall pay the cost of study materials and fee of examination for each required and non-
47 required license. Employees shall be granted time off during normal work hours with pay to take
48 examinations for the required and non-required licenses or required in person training, additionally

1 city will reimburse additional examination fee upon passing examination for the required and non
2 required licenses. This means that if an employee fails the 1st examination for a required or non-
3 required license, the city bears that examination fee, for any subsequent examinations for required
4 and non-required license the city will only reimburse the examination fee of the successful passing
5 examination.
6
7

8 **ARTICLE 15**
9 **COMMERCIAL DRIVER’S LICENSE, INSURABILITY**

10
11 **Section 15.1 Loss of CDL.** If any employee loses, fails to obtain, or fails to maintain his
12 Commercial Driver’s License, he/she may be placed on layoff without bumping rights. An
13 employee must re-obtain his CDL within forty-five (45) days, or 180 days if loss of CDL is due to
14 medical disqualification from the date of layoff in order to retain rights of employment.
15

16 **Section 15.2 Insurability.** Loss of insurability under the City liability policy or significantly
17 increased premium amounts for coverage for an employee will be sufficient basis for discharge.
18
19

20 **ARTICLE 16**
21 **COMPENSATION**

22
23 **Section 16.1 Progression Steps.** The following shall be the progression rate for the position of
24 Laborer
25

Hourly Rates	2024 - 3%	2025 - 3%	2026 - 4%
After 48 months	\$28.21 per hour (100%)	\$29.06 per hour (100 %)	\$30.22 per hour (100%)
After 36 months	\$26.80 per hour (95%)	\$27.61 per hour	\$28.71 per hour (95%)
After 24 months	\$25.39 per hour (90%)	\$26.15 per hour	\$27.20 per hour (90%)
After 12 months	\$23.98 per hour (85%)	\$24.70 per hour	\$25.69 per hour (85%)
Probationary	\$22.57 per hour (80%)	\$23.25 per hour	\$24.18 per hour (80%)

26
27 Class I Water Distribution License 0.75/hr

28 Class I Wastewater Distribution License 0.75/hr

29 Class II Wastewater Distribution License 1.00/hr

30 Backflow Certification 0.50/hr

31 CDL A 0.50/hr

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

ARTICLE 17
HOURS OF WORK/OVERTIME

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

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

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

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

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

Section 17.5 Overtime Rate. All employees shall be paid at the rate of one and one-half (1 1/2) times their regular hourly rate of pay for all hours actually worked which exceed the regular scheduled hours for that day or forty (40) hours in one (1) work week. Paid days or time off during the work week shall be counted as hours worked toward computing overtime.

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

- 1) **Call Out:** call out which are not adjacent to an employees’ regularly scheduled shift will be compensated at one and one-half times their regular hourly rate of pay

for hours worked, but in no case less than four hours regular rate of pay.

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

Section 17.7 Compensatory Time 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 50 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 Public Works Superintendent or designee may refuse requests for using “compensatory time off” if it results in overtime for another Employee. There is no opportunity to cash out the compensatory time.

ARTICLE 18
CLOTHING ALLOWANCE

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

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

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

<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 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.

Section 19.4 The city shall continue payments into the pension system (OPERS) at the rate set by the Administrators of the system and as required under state law.

ARTICLE 20
VACATIONS

Section 20.1 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 20.2 Accumulation and Use of Vacation Leave. 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	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.

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

Section 20.4 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.

Section 20.5 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 20.6 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 20.7 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

1 remainder of available vacation days may be selected without restriction. Remaining vacation
2 days may then be requested. Bargaining Unit Members will only have to bid against other
3 Bargaining Unit Members for vacation dates and will not suffer vacation restrictions because
4 members of another bargaining unit have made similar vacation date requests.

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

8
9 **Section 20.8 Advance of Vacation Leave** An Employee that qualifies for “Family Leave” to
10 care for a spouse, son, daughter or parent with a “serious health condition” may request in writing
11 a one-year advance on vacation time. Said request may be approved by the Manager after
12 reviewing medical certifications. Said advance shall be granted only once per “serious health
13 condition.” Said vacation advance shall not entitle the Employee to payment upon Employee’s
14 termination of service, whether voluntary or involuntary.” (For the purpose of this Agreement,
15 the terms “family leave” and “serious health condition” shall be defined as provided in the Family
16 and Medical Leave Act of 1993).

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19 **ARTICLE 21**
20 **HOLIDAYS**
21

22 **Section 21.1 Holidays.** All employees shall receive time off with full pay for the following 13
23 holidays:

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|----|---------------------------|----------------------------------|
| 24 | 1. New Year’s Day | 6. Labor Day |
| 25 | 2. Martin Luther King Day | 7. Veterans’ Day |
| 26 | 3. Presidents’ Day | 8. Thanksgiving Day |
| 27 | 4. Memorial Day | 9. Friday after Thanksgiving Day |
| 28 | 5. Independence Day | 10. Christmas Day |
| 29 | | 11. Good Friday |
| 30 | | 12. Christmas Eve |
| 31 | | 13. Juneteenth |

32
33
34 **Section 21.2 Observance of Holidays.** Holidays falling on a Sunday shall be observed on the
35 following Monday. Holidays falling on a Saturday shall be observed on the preceding Friday.

36
37 **Section 21.3 Pay for Holidays.** Full-time bargaining unit employees shall receive eight (8)
38 hours of holiday pay whether or not they work on a holiday.

39
40 **Section 21.4 Work on Holiday.** Employees who work on a holiday shall be compensated at one
41 and one-half (1 1/2) times their normal hourly rate of pay for all hours worked on the holiday, in
42 addition to receiving their automatic holiday pay.

43
44 **Section 21.5 Holidays During Leave.** If a holiday occurs during a period of sick or vacation
45 leave of an employee, the employee shall draw normal pay and shall not be charged for sick leave
46 or vacation for the holiday.

1 **Section 21.6 Holidays on Unpaid Leave.** An employee on unpaid leave of absence shall not
2 receive payment for a holiday.
3

4 **ARTICLE 22**
5 **PAID LEAVE**

6 **Section 22.1. Sick Leave.**

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

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

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

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

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

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

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

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

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

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

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

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22
23 **Section 22.2 Sick Leave Bonus.** A sick day bonus of six (6) hours of pay per quarter (defined
24 in table below) will be paid on May 30th for the first half and November 30th for the second half of
25 each year to those full-time employees who have taken no sick days in the respective quarter. Each
26 quarter will be evaluated independently for use of sick time. For example, if an employee uses sick
27 leave in the first quarter and no sick leave in the second quarter, they will receive a bonus of six
28 (6) hours of pay on May 30th. Payment will be made by separate check.
29

<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

30
31 **Section 22.3 Personal Days.** Each full time City employee shall be granted two (2) Personal
32 Days per calendar year. Personal days must be scheduled with advance approval of the City
33 Manager of his Designee. Personal Days must be taken (or lost) by May 30th of the succeeding
34 year.
35

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

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

5
6 **Section 22.5 Jury Duty** Any Employee who is called for jury duty, either, Federal, County or
7 Municipal, shall be paid his or her regular salary.

8
9 **Section 22.6 Court Appearances.** Any employee who is required to appear in court at the request
10 of the Employer or on behalf of the employer shall be compensated at their regular rate of pay.

11
12 **Section 22.7.** An employee that is required to appear in court at the request of the Employer or on
13 behalf of the Employer outsider of her/his regularly scheduled work day or on the scheduled day
14 off will be compensated at one and one-half (1 1/2) times their hourly rate.

15
16 **Section 22.8. Military Leave.** The city will comply with all Federal and State Law concerning
17 the granting of unpaid leave to employees so that they can meet their military obligations.

18
19 **Section 22.9. Injury Leave.**

20
21 **Section 1. Duty Injury Leave** When an Employee is injured in the line of duty while actually
22 working for the Employer, the Employee shall be eligible for leave with compensation not to exceed
23 ninety (90) calendar days, provided the Employee files for Worker's Compensation and signs a
24 waiver assigning to the Employer those sums of money (temporary total benefits) the Employee
25 would ordinarily receive as their weekly compensation as determined by law for those number of
26 weeks the Employee receives benefits under this Article. An Employee who is injured in the line
27 of duty shall be permitted to leave work immediately to receive medical treatment, and shall notify
28 their supervisor prior to leaving, and shall not suffer loss of that shift's pay as a result.

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

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

38 **Section 4. Personal Items Destroyed in While Working.** Watches, up to a maximum of
39 \$100.00 and glasses shall be repaired or replaced by the Employer when damaged or destroyed in
40 the line of duty. Dentures damaged or destroyed in the line of duty shall be repaired or replaced
41 by the Employer. However, the Employee must file a claim with the Worker's Compensation
42 Bureau and any payment received from Worker's Compensation shall be signed over to the
43 Employer.

44
45 **Section 22.10. Leave of Absence.**

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

1 **Section 2. Administrative Leave of Absence** The Employer may place an Employee on paid
2 “Administrative Leave” for up to twenty (20) working days for any stated purpose. Extension of
3 paid “Administrative Leave” may be granted by the Employer.
4

5 **Section 22.11. FMLA.**

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

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

- 11 A. Because of the birth of a son or daughter of the Employee and in order to care for such
12 son or daughter.
13 B. Because of the placement of a son or daughter with the Employee for adoption or foster
14 care.
15 C. Because of a serious health condition of the Employee that makes the Employee unable
16 to perform the functions of the job.
17 D. Because of the need to care for the Employee’s spouse, son, daughter or parent with a
18 “serious health condition.”

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

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

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

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

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

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

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

38 **Section 10. Failure to Return from FMLA** If an Employee elects not to return to work after
39 the expiration of the family leave, the Employer may recover from the Employee the cost of medical
40 premiums paid during the unpaid portion of the leave.
41
42

43 **Section 22.12. Light Duty.**

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

46 **Section 2. Requests for Light Duty** The Employee may request a light duty assignment, and,
47 such request must be in writing to the Employer. Alternatively, the Employer may require an employee

1 to report for light duty subject to the conditions established in this Article. The Employer may then, at
2 its discretion, create by memorandum a modified job description detailing specific light duty tasks
3 which take into consideration the particular nature of the Employee's illness or injury. The Employee
4 shall provide a medical report from a treating physician stating the illness or injury which inhibits the
5 Employee from performing normal duties, but would permit the Employee to perform the light duty
6 tasks defined in the modified job description. The Employer may, at its discretion, require that the
7 Employee be examined by another physician, designated and paid for by the Employer, in order to
8 confirm the Employee physician's opinion.

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

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

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

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

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

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

34
35
36
37 **ARTICLE 23**
38 **LABOR/MANAGEMENT MEETINGS**
39

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

46
47 **Section 23.2 Scope of Topics.** The purpose of such meeting shall be limited to:

- 48 A. Discuss the administration of this Agreement;

- 1 B. Notify the Union of changes made by the Employer which affect bargaining unit
- 2 members;
- 3 C. Disseminate general information of interest to the parties;
- 4 D. Discuss ways to increase productivity and improve efficiency;
- 5 E. To discuss health and safety-related matters.

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

10
11
12 **ARTICLE 24**
13 **MEDICAL EXAMINATIONS/DISABILITY SEPARATION**
14

15 **Section 24.1 Examinations.** Examinations of employees to determine their ability to perform
16 the material and substantial duties and essential functions of their position and assignment may be
17 required of employees when ordered by the Employer. Examinations may be either periodic or as
18 the Employer requires.

19
20 If, at any time, the Employer has a reasonable basis for believing that an employee is no longer
21 mentally or physically capable of performing the material and substantial duties and/or the
22 essential functions of the employee’s position, or that the employee poses a threat to the employee
23 or others, the Employer may require the employee to submit to a medical, psychiatric, or
24 psychological fitness for duty examination. Such examination shall be conducted by a licensed
25 health care professional or psychologist selected by the Employer and the Employer shall bear the
26 cost.

27
28 At the time of disability separation, the employee will, pursuant to the terms of this Agreement, be
29 paid their accumulated, unused balance of vacation leave.

30
31 **Section 24.2 Disability Separation and Appeal.** Notwithstanding the provisions of this Article
32 or any other provisions of this Agreement, an employee may be disability separated at the time it
33 is determined the employee is unable to perform the material and substantial duties and/or the
34 essential functions of their position.

35
36 An involuntary disability separation may be appealed beginning at step 1 of the grievance
37 procedure. The standard for an arbitrator is inability to perform the essential functions of the
38 position, not just cause. Disability separation is not considered disciplinary.

39
40
41 **ARTICLE 25**
42 **LAYOFFS**
43

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

46
47 A member of a bargaining unit who is laid off shall be subject to recall from layoff for a period
48 of three (3) years. A recall from layoff will be based upon department seniority (last laid off,

1 first recalled).

2
3 Before any full-time employee may be laid off, all part-time Employees will be first laid off.

4
5 **ARTICLE 26**
6 **WAIVER IN CASE OF EMERGENCY**
7

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

- 12
13 A. Time limits for Management or the Union’s replies on grievances; and
14 B. All work rules, agreement and/or practices relating to the assignment of all employees.
15

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

18
19 **Section 26.2 Termination of Emergency.** Upon the termination of the emergency, should valid
20 grievances exist, they shall be processed in accordance with the provisions outlined in the
21 grievance procedure, and shall proceed from the point in the grievance procedure to which they
22 (the grievance[s]) had properly progressed.
23

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

29
30 **ARTICLE 27**
31 **SICK LEAVE AND VACATION BUY BACK**
32

33 **Section 27.1. Service Requirements.** In addition to the maximum severance pay allowable by this
34 Agreement, employees who have a minimum of 20 years of service credit with OP&FRS, or 23 years
35 of service credit with PERS, may request to convert their unused sick leave and vacation leave hours
36 earned.
37

38 **Section 27.2. Conversion Available.** Conversion of such leave shall be limited to a combined
39 maximum of two hundred forty (240) hours of sick leave per year or a maximum of two hundred (200)
40 hours of vacation leave per year, or any combination of both up to a maximum combined total of two
41 hundred forty (240) hours per year. Only those hours of leaves accumulated while employed with the
42 City may be converted under this Article. Enrolling in the sick/vacation leave cash out will not
43 interfere with the employees’ eligibility to earn a sick leave bonus.
44

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

- 47 1) written request to the employer at least ninety (90) calendar days in advance.
48 2) letter of understanding signed by the employee and employer that specifies, upon option
49 selection, the final distribution (including all related payroll taxes and retirement

1 deduction, etc.), of converted leave calculated at current dollar value at time of request.
2

3 **Section 27.4. Option 1:**

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

6 Option 2:

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

9 Option 3:

10 One (1) year accumulated sick time and vacation entitlement shall be divided over one (1)
11 year payroll at current dollar value at time of request
12

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

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

31 **Section 27.6. Change in Pension Law Limitations on Conversion.** If either of the pensions change
32 from the present three highest year format, either party may re-open the contract to add additional
33 options that take said changes into consideration.
34
35

36 **ARTICLE 28**
37 **TERM OF AGREEMENT**
38

39 **Section 28.1 Term of Agreement, Notice to Negotiate.** This collective bargaining agreement
40 shall be effective upon its executions and shall continue through December 31, 2023, unless where
41 specified otherwise, and unless either party gives written notice to the other party no earlier than
42 one hundred and twenty (120) days prior to the expiration date nor later than sixty (60) days prior
43 to the expiration date of the desire to terminate, modify, or negotiate a successor collective
44 bargaining agreement.
45

46 **Section 28.2 Waiver.** The parties acknowledge that during the negotiations which resulted in
47 this Agreement, each had the unlimited right to make demands and proposals on any subject matter
48 not removed by law from the area of collective bargaining, and that the exercise of that right and
49 opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life
50 of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the

1 other shall not be obligated to bargain collectively or individually with respect to any subject or
2 matter not specifically referred to or covered in the Agreement, even though such subjects or
3 matters may not have been within knowledge of either or both parties at the time they negotiated
4 or signed this Agreement. The provisions of this Agreement constitute the entire agreement
5 between the Employer and the Union. All prior agreements, either oral or written, are hereby
6 cancelled.

SIGNATURE PAGE

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Entered into and signed this _____ day of _____, 2023

FOR THE CITY OF CANFIELD

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

MINUTES

CANFIELD CITY COUNCIL REGULAR MEETING AUGUST 9, 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: Christine Stack-Clayton, Finance Director; Charles Colucci, Chief of Police and Acting City Manager; Mike Cook, Zoning Inspector and John Rapp, Public Works Superintendent.

MR. NEFF: I'll make a Motion to go into Executive Session pursuant to ORC 121.22 (G) (1) to consider the employment of a public official and to consider the discipline of a public employee and ORC 121.22 (G) (3) to discuss collective bargaining negotiations.

MR. TIECHE: Second.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

Council convened into Executive Session at 5:31 P.M.

Council reconvened from Executive Session at 5:50 P.M.

****THE AUDIO PORTION OF THIS MEETING WAS NOT AUDIBLE.**

Under **PROCLAMATIONS AND PRESENTATIONS:**

There was a presentation regarding the Canfield Asset Management Plan Development from Joseph Lawrie.

Under **MINUTES**, the Minutes of the July 12, 2023 Regular Meeting were approved as presented.

Under **READING OF COMMUNICATIONS:**

Each council member read any communications that they received since the last council meeting.

Charles Colucci-Acting City Manager read any communications that he received since the last council meeting.

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

Each Department Head and each Council Member gave their respective reports.

Under Public Questions on Reports: Council entertained questions from the public.

Under **PERSONS DESIRING TO APPEAR BEFORE COUNCIL:**

LEO CONNELL, MIKE KUBITZA, RICHARD DUFFETT and FRANK MICCHIA: All spoke on behalf of installing a sign at the Veteran's Plaza on the north end of the Village Green.

DARLENE MACBENN, spoke about getting water and sewer to 7185 and 7195 State Route 224 in Canfield Township.

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

Under **NEW BUSINESS:**

ITEM A: An Ordinance Amending Canfield Codified Ordinance Section 1129.09 Zoning and Demolition Permits.

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 Ordinance 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 Canfield Codified Ordinance Section 1129.9 Zoning and Demolition Permits. This constitutes first reading.

MR. MORVAY: This will be set for a public hearing on September 6, 2023 at 5:20 P.M.

ITEM B: An Ordinance Amending Ordinance 2023-10, Annual Appropriation Ordinance to make appropriations for current expenses and other expenditures of the City of Canfield, State of Ohio, during the fiscal year ending December 31, 2023.

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 two readings of the proposed Ordinance and authorize adoption of the same upon its first reading.

MR. DRAGISH: Second.

ROLL CALL ON MOTION:	5 Votes-Yes
	0 Votes-No
	Motion passes.

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 Ordinance 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 Ordinance 2023-10, Annual Appropriation Ordinance to make Appropriations for Current Expenses and Other Expenditures of the City of Canfield, State of Ohio, During the Fiscal Year Ending December 31, 2023. I move for passage.

MR. NEFF: Second.

ROLL CALL ON ORDINANCE:	5 Votes-Yes
	0 Votes-No
	Ordinance passes.
	Ordinance 2023-28.

ITEM C: An Ordinance providing transfers to various funds.

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 two readings of the proposed Ordinance and authorize adoption of the same upon its first reading.

MR. TIECHE: Second.

ROLL CALL ON MOTION:	5 Votes-Yes
	0 Votes-No
	Motion passes.

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 Ordinance and authorize reading by title only.

MR. DRAGISH: Second.

ROLL CALL ON MOTION:	5 Votes-Yes
	0 Votes-No
	Motion passes.

MR. NEFF: Mr. President, I have an Ordinance providing transfers to various funds. I move for passage.

MR. NACARATO: Second.

ROLL CALL ON ORDINANCE:	5 Votes-Yes
	0 Votes-No
	Ordinance passes
	Ordinance 2023-29.

ITEM D: An Ordinance Amending the Cemetery Rules and Regulations of the City of Canfield.

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 two readings of the proposed Ordinance and authorize adoption of the same upon its first reading.

MR. TIECHE: Second.

ROLL CALL ON MOTION:	5 Votes-Yes
	0 Votes-No
	Motion passes.

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 Ordinance and authorize reading by title only.

MR. DRAGISH: Second.

ROLL CALL ON MOTION:	5 Votes-Yes
	0 Votes-No
	Motion passes.

MR. DRAGISH: Mr. President, I have an Ordinance Amending the Cemetery Rules and Regulations of the City of Canfield. I move for passage.

MR. NACARATO: Second.

ROLL CALL ON ORDINANCE:

5 Votes-Yes
0 Votes-No
Ordinance passes.
Ordinance 2023-30.

ITEM E: An Ordinance Authorizing the City Manager to Enter into An Agreement for Leaf Pick-Up.

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 two readings of the proposed Ordinance and authorize adoption of the same upon its first reading.

MR. TIECHE: Second.

ROLL CALL ON MOTION:

5 Votes-Yes
0 Votes-No
Motion passes.

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 Ordinance and authorize reading by title only.

MR. NEFF: Second.

ROLL CALL ON MOTION:

5 Votes-Yes
0 Votes-No
Motion passes.

MR. NACARATO: Mr. President, I have an Ordinance Authorizing the City Manager to enter into an Agreement for Leaf Pick-Up. Pending legal review. I move for passage.

MR. TIECHE: Second.

ROLL CALL ON ORDINANCE:

5 Votes-Yes
0 Votes-No
Ordinance passes.
Ordinance 2023-31.

MR. NEFF: I would like to make a Motion to allow the American Legion Post 177 to erect a sign on the north end of the Village Green at the Veteran's Plaza.

MR. TIECHE: Second.

ROLL CALL ON MOTION:

3 Votes-Yes
2 Votes-No (Nacarato and Morvay)
Motion passes.
Motion 2023-13.

Under **Council Comments:**

Each Council Member gave their closing remarks.

MR. MORVAY: This meeting is adjourned.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL