

AGENDA

CANFIELD CITY COUNCIL

July 12, 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 1127.03 "Board of Appeals".

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

**Action Needed:** Approval of Ordinance

**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** Authorizing the City Manager to Enter Into A Contract for the Overbrook Storm Sewer Improvement Project and Declaring an Emergency.

**Description:** The Overbrook Storm Sewer Improvement Project will replace approximately 1,050 linear feet of existing 15" storm sewer with new 30" storm sewer from Garwood Drive to 310 Southview. The project impact area will be entirely within existing storm sewer easements located along the back-property lines of the homes on Southview and Overbrook and in the right of way of Garwood Drive.

The project bid opening for this project took place on June 7, 2023 with the apparent low bidder being Yarian Brothers Construction for an amount of \$272,853.00. This

Ordinance authorizes the City Manager to enter into a contract with Yarian Brothers Construction for the replacement per bid documents.

**Action Needed:**  
Approval of Ordinance

**Attachment(s):** Ordinance, recommendation from MS Consultants, Inc. and bid tabulation.

Public Comments

- B. An **Ordinance** Authorizing the City Manager to Enter Into A Contract for the purchase, Installation and Grinding of Asphaltic Concrete (Street Paving) and to Declare Said Ordinance an Emergency.

**Description:** Staff has worked with our City Engineer's in preparing and bidding the 2023 Resurfacing Program projects. The 2023 Street Resurfacing Program consisted of a list of streets considered as the "base bid" and a list of individual streets to be considered alternatives outlined below:

Street Name	Amount
Sleepy Hollow Drive (Base Bid)	\$96,252.50
Millbrook Street (Base Bid)	\$74,700.00
Greenmont Drive (Base Bid)	\$116,455.00
Miscellaneous Repairs (Base Bid)	\$41,000.00
Fair Park (Alternate) #1	\$128,850.00
Greasel Park (Alternate) #2	\$41,325.00
E. Main Repairs (Alternate) #3	\$26,250.00

In order to optimize bid pricing, the 2023 Street Resurfacing Program was performed in cooperation with Canfield Township and Poland Township. Advertisement for bids were published in the Vindicator on June 13th and June 20th. The bid opening was conducted on June 28th. There was a total of three (3) firms that bid on the 2023 Annual Resurfacing program with the apparent low bidder being Lindy Paving.

This Ordinance authorizes the City Manager to enter into a contract with Lindy Paving for the 2023 Canfield Resurfacing Project for an amount not to exceed \$395,982.50. This consists of the base streets with alternates #2, #3..

This Ordinance is being passed as an emergency in order to coordinate with the participating community in a timely manner.

**Action Needed:**  
Approval of Ordinance authorizing City Manager to enter into a contract with Lindy Paving for the 2023 Canfield Resurfacing Project.

**Attachment(s):**  
Ordinance authorizing City Manager to enter into a contract with Lindy Paving for the 2023 Canfield Resurfacing Project.

Engineer's Award Recommendation Letter

Bid Tabulation

Public Comments

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

**Description:** We previously passed this exact Motion regarding the Contract for the Ohio Patrolmen's Benevolent Association on June 7th. There has been one change to the contract

since that time. In Section 1: Lateral Transfers- The Employer may hire officers or dispatchers from other law enforcement agencies. These officers and dispatchers can qualify as “lateral transfers”. This Article is applicable only to lateral transfers. Except as specified in this Article, all other rights and benefits provided in this Agreement shall also apply to laterally transferred officers and dispatchers.

Section 8. Placement in Wage Scale- At the discretion of the Chief of Police, laterally transferred officers or dispatchers may be placed within the wage scale, on a pro-rated basis, based upon full time experience with prior employers(s). Upon their anniversary date of hire, laterally transferred officers shall advance to the next step, plus the originally calculated pro-rated amount, unless they were initially placed at the highest.

**Action Needed:** Passage of the Motion

**Attachment(s):** Explanation of Change to Police Contract.

12. Council Comments.

13. Adjournment

Introduced by: \_\_\_\_\_  
First Reading: \_\_\_\_\_

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

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

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

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

**1127.03 BOARD OF APPEALS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED IN COUNCIL THIS \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST:

\_\_\_\_\_  
CLERK OF COUNCIL

Certification of Publication

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

\_\_\_\_\_  
CLERK OF COUNCIL

APPROVED AS TO FORM:

\_\_\_\_\_  
MUNICIPAL ATTORNEY



## 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](http://www.ci.canfield.oh.us)



**DATE: JUNE 8, 2023**

**TO: MEMBERS OF COUNCIL**

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

**SUBJECT: A RECOMMENDATION TO COUNCIL TO AMMEND CANFIELD  
CODIFIED ORDINANCE SECTION 1127.03 (b)(3) BOARD OF APPEALS.**

At the regular meeting of the Planning and Zoning Commission on June 8, 2023, the following motion was made:

Mr. Decapua made a motion to recommend Council ammend Canfield Codified Ordinance Section 1123.03 (b)(3) Board of Appeals.

The motion was seconded by Mr. Zarlenga.

This motion failed 1 - 4

Introduced by: \_\_\_\_\_  
First Reading: \_\_\_\_\_

**ORDINANCE**

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE OVERBROOK STORM SEWER IMPROVEMENT PROJECT AND DECLARING AN EMERGENCY.

WHEREAS, the storm sewer on Overbrook needs to be replaced; and

WHEREAS, Council has received bids for the project; and

WHEREAS, Council desires to proceed with said project.

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

Section 1: The City Manager is hereby authorized to enter into a contract with Yarian Brothers Construction, Inc. for the replacement of storm sewer on Overbrook pursuant to the bid submitted.

Section 2: The cost of said project shall not exceed \$272,853.00.

Section 3: This Ordinance is hereby declared an emergency measure necessary for preservation of public peace, health and safety of the inhabitants of the City of Canfield, Ohio Said emergency exists because the bid documents say that the award must be made within 60 days of the bid opening. The bid opening was June 7, 2023.

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

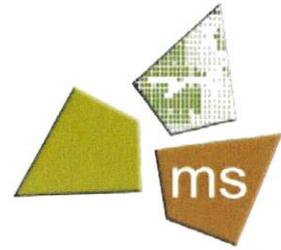
APPROVED AS TO FORM:

\_\_\_\_\_  
MUNICIPAL ATTORNEY

# ms consultants, inc.

engineers, architects, planners

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



June 22, 2023

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

**RE: City of Canfield  
Overbrook Storm Sewer Improvement Project  
Bid Opening, June 7, 2023**

Dear Mr. Colucci,

Based upon review of the bids received June 7, 2023 for the above subject project, ms consultants, inc. recommends award of the project to the apparent low bidder, Yarian Brothers Construction, Inc. with a base bid amount of **Two Hundred Seventy-Two Thousand Eight Hundred Fifty-Three Dollars and 00/100 (\$272,853.00)**.

<b>Contractor</b>	<b>Base Bid</b>
Yarian Brothers Construction, Inc.	\$272,853.00
Rudzik Excavating, Inc.	\$278,860.00
Woodford Excavating, LLC	\$299,717.00
Eclipse Company, LLC	\$366,687.00
JS Bova Excavating, LLC	\$407,010.48*
Foust Construction, Inc.	\$450,900.00

\*Mathematical error noted in bid. Please refer to the bid tabulation for additional information.

Upon review of the low bidder's submittal, the required items appear to be complete and satisfy the requirements detailed in the Instructions to Bidders. No mathematical errors were found on the bid form and all required documents and signatures are provided.

In reviewing the Bidder's Qualifications submitted with the bid, Yarian Brothers Construction, Inc. demonstrates the knowledge, ability, and experience to complete the work in this contract. Our staff performed reference checks and received favorable feedback. These reference checks are available by request.

Please feel free to contact me at 330.744.5321, or via e-mail at [spreston@msconsultants.com](mailto:spreston@msconsultants.com) should you have any questions or need clarification on the Bid Evaluation.

Sincerely,

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

Steve Preston, P.E.  
Project Manager

File: 61-20636-00



Introduced by: \_\_\_\_\_  
First Reading: \_\_\_\_\_

**ORDINANCE**

**AN ORDINANCE AUTHORIZING THE CITY MANAGER  
TO ENTER INTO A CONTRACT FOR THE PURCHASE, INSTALLATION  
AND GRINDING OF ASPHALTIC CONCRETE (STREET PAVING)  
AND TO DECLARE SAID ORDINANCE AN EMERGENCY**

WHEREAS, the Council of the City of Canfield has determined that streets within the City need to be periodically resurfaced; and

WHEREAS, specifications for said resurfacing have been prepared; and

WHEREAS, bids have been received; and

WHEREAS, Council now deems it to be in the best interest of the City to award a contract for the street repairs and resurfacing.

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

Section 1: The City Manager is hereby authorized to enter into a contract with Lindy Paving, Inc. for the purchase, installation and grinding of asphaltic concrete as detailed in their bid attached hereto.

Section 2: The said authorization shall not exceed a cost of \$395,982.50.

Section 3: 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.

Section 4: This Ordinance is hereby declared to be an emergency measure necessary for the preservation of public peace, health and safety of the inhabitants of the City of Canfield, Ohio. Said emergency exists by reason of the fact that it is necessary to coordinate with the participating communities in a timely manner.

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

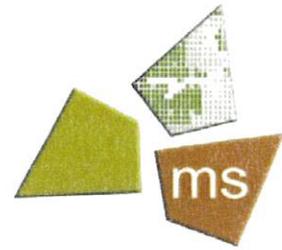
APPROVED AS TO FORM:

\_\_\_\_\_  
MUNICIPAL ATTORNEY

# ms consultants, inc.

engineers, architects, planners

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



July 5, 2023

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

**RE: 2023 Street Improvement Project  
Bid Opening, June 28, 2023**

Dear Mr. Colucci:

As you are aware, the City of Canfield (Part #1), Canfield Township (Part #2), and Poland Township (Part #3) combined to jointly bid the 2023 Street Improvement Project. Bids were received on June 28, 2023. Based upon review of the bid documents, ms consultants, inc. recommends award of the project to the apparent low bidder, Lindy Paving, Inc., with a total base bid amount of Eight Hundred Seventy-Seven Thousand Five Hundred Seventy-One Dollars and 60/100 (\$877,571.60).

Per the Memorandum of Understanding executed between the participating communities, "the basis of award for the project shall be the lowest and best bid, based on the combined sum of bids for all three parties."

<u>Contractor</u>	<u>Part #1-City of Canfield</u>	<u>Base Bid</u>			<u>Total Bid</u>
		<u>Part #2- Canfield Township</u>	<u>Part #3- Poland Township</u>		
Lindy Paving, Inc.	\$328,407.50	\$371,883.60	\$177,280.50	\$877,571.60	
Barbicas Construction	\$398,090.00	\$336,215.00	\$296,305.00	\$1,030,610.00	
R.T. Vernal Paving & Excavating, Inc.	\$437,680.00	\$419,892.00	\$211,097.50	\$1,068,669.50	

The City of Canfield included three alternate items as part of the bid. The apparent low bidder, Lindy Paving, Inc., provided the following bid amounts for the alternate streets:

<u>Part #1- Canfield Alternate Bid</u>	
<u>Alternate Street</u>	<u>Alternate Bid</u>
Alternate #1- Fair Park	\$128,850.00
Alternate #2- Greasel Park	\$41,325.00
Alternate #3- East Main Street Repairs	\$26,250.00

**The City of Canfield's grand total of award to Lindy Paving, Inc. for Part #1- Base Bid Only is \$328,407.50. Any combination of alternate streets may be awarded at the City's discretion based upon availability of funds. This grand total does not include award of the alternate streets.**

Upon review of the low bidder's submittal, the required items appear to be complete and satisfy the requirements detailed in the Instructions to Bidders. No mathematical errors were found on the bid form.

All required documents and signatures are provided. In reviewing the Bidder's Qualifications submitted with the bid, Lindy Paving, Inc. demonstrates the knowledge, ability, and experience to complete the work in this contract. The bid tabulation is attached for your records.

Sincerely,

A handwritten signature in blue ink that reads "Steve Preston". The signature is written in a cursive style.

Steve Preston, P.E.  
Project Manager

cc: File: 61-20618-01

# BID TABULATION

PROJECT CLIENT: City of Canfield, Canfield Township, Poland Township  
 PROJECT DESCRIPTION: 2023 Street Improvements

BIDS RECEIVE  
 BIDS TABULATE

ENGINEER'S PROJ. NO. 61-20618-01  
 ENGINEER'S ESTIMATE \$1,207,680.00

Lindy Paving

Barbicas Construction Co.

R. T. Vernal  
 Paving & Excavating

ITEM NO.	EST. QTY.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
<b>Part 1 - Base Bid - City of Canfield</b>									
<b>Steepy Hollow Drive</b>									
254	8,100	Pavement Planing, Asphalt Concrete, Full Width, 1.5 inches, as per Plan	SY	\$ 1.80	\$ 14,580.00	\$ 2.00	\$ 16,200.00	\$ 2.00	\$ 16,200.00
407	835	Tack Coat	GAL	\$ 3.50	\$ 2,922.50	\$ 3.00	\$ 2,505.00	\$ 5.00	\$ 4,177.50
441	350	Asphalt Concrete Surface Course, Type 1 (448), PG64-22, as per Plan.	CV	\$ 225.00	\$ 78,750.00	\$ 300.00	\$ 105,000.00	\$ 244.00	\$ 85,800.00
		<b>Subtotal</b>			<b>\$ 96,252.50</b>		<b>\$ 123,705.00</b>		<b>\$ 207,957.50</b>
<b>Millbrook Street</b>									
254	5,000	Pavement Planing, Asphalt Concrete, Full Width, 1.5 inches, as per Plan	SY	\$ 1.80	\$ 9,000.00	\$ 2.00	\$ 10,000.00	\$ 2.00	\$ 10,000.00
407	500	Tack Coat	GAL	\$ 3.50	\$ 1,750.00	\$ 3.00	\$ 1,500.00	\$ 5.00	\$ 2,500.00
441	220	Asphalt Concrete Surface Course, Type 1 (448), PG64-22 as per Plan	CV	\$ 225.00	\$ 49,500.00	\$ 380.00	\$ 83,600.00	\$ 244.00	\$ 53,880.00
202	85	Curb & Gutter Removed	LF	\$ 75.00	\$ 6,375.00	\$ 10.00	\$ 850.00	\$ 80.00	\$ 6,825.00
609	85	Combination Curb and Gutter, ODOT Type 2	LF	\$ 95.00	\$ 8,075.00	\$ 50.00	\$ 4,250.00	\$ 100.00	\$ 8,525.00
		<b>Subtotal</b>			<b>\$ 74,700.00</b>		<b>\$ 100,200.00</b>		<b>\$ 174,925.00</b>
<b>Greenmont Drive</b>									
254	8,200	Pavement Planing, Asphalt Concrete, Full Width, 1.5 inches, as per Plan	SY	\$ 1.80	\$ 14,760.00	\$ 2.00	\$ 16,400.00	\$ 2.00	\$ 16,400.00
407	820	Tack Coat	GAL	\$ 3.50	\$ 2,870.00	\$ 3.00	\$ 2,460.00	\$ 5.00	\$ 4,130.00
441	375	Asphalt Concrete Surface Course, Type 1 (448), PG64-22 as per Plan	CV	\$ 225.00	\$ 84,375.00	\$ 300.00	\$ 112,500.00	\$ 244.00	\$ 91,800.00
202	85	Curb and Gutter Removed	LF	\$ 75.00	\$ 6,375.00	\$ 10.00	\$ 850.00	\$ 80.00	\$ 6,825.00
609	85	Combination Curb and Gutter, ODOT Type 2	LF	\$ 95.00	\$ 8,075.00	\$ 50.00	\$ 4,250.00	\$ 100.00	\$ 8,525.00
		<b>Subtotal</b>			<b>\$ 116,455.00</b>		<b>\$ 136,460.00</b>		<b>\$ 159,700.00</b>
<b>Miscellaneous Repairs, as Directed by the Engineer</b>									
252	475	Pavement Repair	SY	\$ 60.00	\$ 28,500.00	\$ 61.00	\$ 28,975.00	\$ 175.00	\$ 83,175.00
611	5	Manhole, Adjusted to Grade	EA	\$ 1,500.00	\$ 7,500.00	\$ 750.00	\$ 3,750.00	\$ 2,500.00	\$ 12,500.00
611	5	Catch Basin, Adjusted to Grade	EA	\$ 1,000.00	\$ 5,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,500.00	\$ 27,500.00
		<b>Subtotal</b>			<b>\$ 41,000.00</b>		<b>\$ 37,725.00</b>		<b>\$ 78,725.00</b>
		<b>TOTAL AMOUNT BASE BID - CITY OF CANFIELD:</b>			<b>\$ 328,407.50</b>		<b>\$ 398,090.00</b>		<b>\$ 526,682.50</b>
<b>Part 1 - Alternate Street Resurfacing - Canfield</b>									
<b>Alternate No. 1 - Fair Park</b>									
441	85	Asphalt Concrete Surface Course, Type 1 (448), PG-64-22 (Scratch Course)	CV	\$ 230.00	\$ 19,550.00	\$ 250.00	\$ 21,250.00	\$ 260.00	\$ 22,150.00
441	225	Asphalt Concrete Surface Course, Type 1 (448), (1.5" Thickness)	CV	\$ 230.00	\$ 51,750.00	\$ 380.00	\$ 85,500.00	\$ 260.00	\$ 58,500.00
407	2,300	Tack Coat	Gal	\$ 3.50	\$ 8,050.00	\$ 3.00	\$ 6,900.00	\$ 5.00	\$ 11,550.00

# BID TABULATION

PROJECT CLIENT: City of Canfield, Canfield Township, Poland Township  
 PROJECT DESCRIPTION: 2023 Street Improvements

BIDS RECEIVE  
BIDS TABULATE

ENGINEER'S PROJ. NO. 61-20618-01  
 ENGINEER'S ESTIMATE \$1,207,680.00

Lindy Paving Barbicas Construction Co.

R. T. Vernal  
Paving & Excavation

ITEM NO.	EST. QTY.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
233	350	Miscellaneous Repairs	SY	\$ 75.00	\$ 26,250.00	\$ 125.00	\$ 43,750.00	\$ 200.00	\$ 70,000.00
		Subtotal Alternate No. 3			\$ 26,250.00		\$ 43,750.00		\$ 70,000.00
<b>TOTAL AMOUNT ALTERNATE BID - No. 1 &amp; No. 2 &amp; No. 3 CITY OF CANFIELD:</b>					<b>\$ 196,425.00</b>		<b>\$ 259,345.00</b>		<b>\$ 455,770.00</b>

## Part 2 - Base Bid - Canfield Township

Southern Hill/Covington Cove/Camden Way

254	27,091	Pavement Planning, Asphalt Concrete, Full Width, 1.5 inches, as per Plan	SY	\$ 1.60	\$ 43,345.60	\$ 1.00	\$ 27,091.00	\$ 2.00	\$ 54,182.00
407	2,708	Tack Coat	GAL	\$ 3.50	\$ 9,478.00	\$ 3.00	\$ 8,124.00	\$ 5.00	\$ 13,522.00
441	1,505	Asphalt Concrete Surface Course, Type 1 (448), PG64-22 (1.5 inches)	CV	\$ 212.00	\$ 319,060.00	\$ 200.00	\$ 301,000.00	\$ 234.00	\$ 352,230.00
		Subtotal			\$ 371,883.60		\$ 336,215.00		\$ 708,098.60
<b>TOTAL AMOUNT BASE BID - CANFIELD TOWNSHIP:</b>					<b>\$ 371,883.60</b>		<b>\$ 336,215.00</b>		<b>\$ 708,098.60</b>

## Part 3 - Base Bid - Poland Township

Pacific Drive

254	6,565	Pavement Planning, Asphalt Concrete, Full Width, 1.5 inches	SY	\$ 1.60	\$ 10,504.00	\$ 2.00	\$ 13,130.00	\$ 2.50	\$ 16,412.50
407	657	Tack Coat	GAL	\$ 3.50	\$ 2,299.50	\$ 3.00	\$ 1,971.00	\$ 5.00	\$ 3,286.50
441	275	Asphalt Concrete Surface Course, Type 1 (448), PG64-22 (1.5 inches)	CV	\$ 215.00	\$ 59,125.00	\$ 380.00	\$ 104,500.00	\$ 244.00	\$ 67,132.00
		Subtotal			\$ 71,928.50		\$ 119,601.00		\$ 188,664.50

Boardwalk Drive

254	4,045	Pavement Planning, Asphalt Concrete, Full Width, 1.5 inches	SY	\$ 1.60	\$ 6,472.00	\$ 2.00	\$ 8,090.00	\$ 2.50	\$ 10,112.50
407	405	Tack Coat	GAL	\$ 3.50	\$ 1,417.50	\$ 3.00	\$ 1,215.00	\$ 5.00	\$ 2,032.50
441	170	Asphalt Concrete Surface Course, Type 1 (448), PG64-22 (1.5 inches)	CV	\$ 215.00	\$ 36,550.00	\$ 380.00	\$ 64,600.00	\$ 244.00	\$ 41,428.00
		Subtotal			\$ 44,439.50		\$ 73,905.00		\$ 105,573.00

Janic Drive

407	43	Tack Coat	Gal	\$ 3.50	\$ 150.50	\$ 3.00	\$ 129.00	\$ 5.00	\$ 214.50
441	25	Asphalt Concrete Surface Course, Type 1 (448), PG64-22 (2 inches), Provide a smooth transition of asphalt into 3 driveway approaches.	CV	\$ 215.00	\$ 5,375.00	\$ 600.00	\$ 15,000.00	\$ 244.00	\$ 6,219.00
407	3	Linear Grading	Sls	\$ 1,500.00	\$ 4,500.00	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00
		Subtotal			\$ 10,025.50		\$ 18,129.00		\$ 26,154.50

North Carolina Drive

254	2,925	Pavement Planning, Asphalt Concrete, Full Width, 1.5 inches	SY	\$ 1.60	\$ 4,680.00	\$ 2.00	\$ 5,850.00	\$ 2.50	\$ 7,312.50
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# BID TABULATION

PROJECT CLIENT: City of Canfield, Canfield Township, Poland Township  
 PROJECT DESCRIPTION: 2023 Street Improvements

BIDS RECEIVED  
 BIDS TABULATE

ENGINEER'S PROJ. NO. 61-20618-01  
 ENGINEER'S ESTIMATE \$1,207,680.00

Lindy Paving

Barbicas Construction Co.

R. T. Vernal  
 Paving & Excavating

ITEM NO.	EST. QTY.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
Alternate No. 1 - Township Administration Building Walkway To School Lot									
441	4	Asphalt Concrete Surface Course, Type 1 (448), PG64-22 (1.5" (140" by 6" wide)	CV	\$ 800.00	\$ 3,200.00	\$ 800.00	\$ 3,200.00	\$ 1,000.00	\$ 4,000.00
209	1	Tack Coat	STA	\$ 1,800.00	\$ 1,800.00	\$ 2,000.00	\$ 2,000.00	\$ 5,700.00	\$ 5,700.00
				Subtotal Alternate No. 1	\$ 5,720.00		\$ 6,000.00		\$ 6,000.00
				<b>TOTAL AMOUNT ALTERNATE BID - POLAND TOWNSHIP:</b>	<b>\$ 5,720.00</b>		<b>\$ 6,000.00</b>		<b>\$ 6,000.00</b>

<b>TOTAL AMOUNT BASE BID - PARTS #1-#3:</b>				<b>\$ 877,571.60</b>	<b>\$ 1,030,610.00</b>	<b>\$ 1,030,610.00</b>
BIDDER'S FIRM:		Lindy Paving	Barbicas Construction Co.		R. T. Vernal Paving & Excavating, Inc.	
AUTHORIZED REPRESENTATIVE:		Vicent P. Turino	Carla Barbicas		Richard T. Vernal	
TITLE:		President	President		President	
UNIT PRICE BID, TOTAL AMOUNT BID - ITEM, & TOTAL AGREE ?				Yes	Yes	

DEMOTES CORRECTION TO TOTAL AMOUNT FOR THE ITEM  
 DEMOTES CORRECTION TO TOTAL AMOUNT BASE BID

I certify that the Bid Tabulation is a correct and complete Tabulation of Bids Received on June 28, 2023 for the subject project.

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

#1 (Fair Park- Local Only)	\$	128,850.00
#2 (Greaseal Park- Local Only)	\$	41,325.00
#3 (E. Main Repairs- Local Only)	\$	26,250.00
<b>Design/Construction Administration</b>		
Local (61.10%)	\$	23,819.22
OPWC (38.90%)	\$	15,164.78
Total Engineering	\$	38,984.00

**Option #1: No Alternates Awarded**

Item	Amount	
Base Bid Local Share	\$	200,656.98
Engineering Local Share	\$	23,819.22
Total Local Share	\$	224,476.21

**Option #2: Base Bid + Alternate #1**

Item	Amount	
Base Bid Local Share	\$	200,656.98
Engineering Local Share	\$	23,819.22
Alternate #1: Fair Park	\$	128,850.00
Total Local Share	\$	353,326.21

**Option #3: Base Bid + Alternate #2**

Item	Amount	
Base Bid Local Share	\$	200,656.98
Engineering Local Share	\$	23,819.22
Alternate #2: Greaseal Park	\$	41,325.00
Total Local Share	\$	265,801.21

**Option #4: Base Bid + Alternate #3**

Item	Amount	
Base Bid Local Share	\$	200,656.98
Engineering Local Share	\$	23,819.22
Alternate #3: E. Main Repairs	\$	26,250.00
Total Local Share	\$	250,726.21

**Option #5: Base Bid + Alternate #1 + Alternate #2**

Item	Amount	
Base Bid Local Share	\$	200,656.98
Engineering Local Share	\$	23,819.22
Alternate #1: Fair Park	\$	128,850.00
Alternate #2: Greaseal Park	\$	41,325.00
Total Local Share	\$	394,651.21

**Option #6: Base Bid + Alternate #1 + Alternate #3**

Item	Amount	
Base Bid Local Share	\$	200,656.98
Engineering Local Share	\$	23,819.22
Alternate #1: Fair Park	\$	128,850.00
Alternate #3: E. Main Repairs	\$	26,250.00
Total Local Share	\$	379,576.21

**Option #7: Base Bid + Alternate #2 + Alternate #3**

Item	Amount	
Base Bid Local Share	\$	200,656.98
Engineering Local Share	\$	23,819.22
Alternate #2: Greaseal Park	\$	41,325.00
Alternate #3: E. Main Repairs	\$	26,250.00
Total Local Share	\$	292,051.21

**Option #8: Base Bid + Alternate #1 + Alternate #2 + Alternate #3**

Item	Amount	
Base Bid Local Share	\$	200,656.98
Engineering Local Share	\$	23,819.22
Alternate #1: Fair Park	\$	128,850.00
Alternate #2: Greaseal Park	\$	41,325.00
Alternate #3: E. Main Repairs	\$	26,250.00
Total Local Share	\$	420,901.21

Introduced By: \_\_\_\_\_

Motion No. \_\_\_\_\_

MOTION

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

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

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

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

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

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

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2023.

\_\_\_\_\_  
CLERK OF COUNCIL

Certification of Publication

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

\_\_\_\_\_  
CLERK OF COUNCIL

APPROVED AS TO FORM:

\_\_\_\_\_  
MUNICIPAL ATTORNEY

**CITY CANFIELD****Patty Bernat <pbernat@canfield.gov>**

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**police**

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**Chuck Colucci** <ccolucci@canfield.gov>  
To: Patty Bernat <pbernat@canfield.gov>

Fri, Jul 7, 2023 at 1:02 PM

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

**Section 8. Placement in Wage Scale** At the discretion of the Chief of Police, laterally transferred officers or dispatchers may be placed within the wage scale, on a pro-rated basis, based upon full time experience with prior employer(s). Upon their anniversary date of hire, laterally transferred officers shall advance to the next step, plus the originally calculated pro-rated amount, unless they were initially placed at the highest.

--  
**Chuck Colucci, Chief of Police**  
**Canfield Police Department**  
**104 Lisbon St.**  
**Canfield, Ohio 44406**  
**PD: 330-533-4903**  
**Cell: 330-770-5784**  
**www.canfield.gov**





**An Agreement**

**between**

**The City of Canfield**

**and**

**The Ohio Patrolmen's Benevolent Association**

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

**Unit B: (Full-time Dispatchers)**

**Unit C: (Full-time Lieutenants and Sergeants)**

**Effective: January 1, 2021**

**Expires: December 31, 2023**

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## **ARTICLE I PREAMBLE, DAYS DEFINED**

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

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

## **ARTICLE 2 PURPOSE AND INTENT**

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

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

## **ARTICLE 3 RECOGNITION**

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

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

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

## **ARTICLE 4 DUES DEDUCTION**

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

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

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

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

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

## **ARTICLE 5 MANAGEMENT RIGHTS**

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

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

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

## **ARTICLE 6 EMPLOYEE RIGHTS**

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 7 NO STRIKE**

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

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

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

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

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

## **ARTICLE 8 WORK RULES**

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

## **ARTICLE 9 DISCIPLINE**

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

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

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

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

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

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

**Section 7. Pre-Disciplinary Process(a)**

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

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

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

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

**ARTICLE 10 ASSOCIATION REPRESENTATION**

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

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

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

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

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

## **ARTICLE 11 GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 12 ARBITRATION PROCEDURE**

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

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

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

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

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

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

## **ARTICLE 13 NON-DISCRIMINATION**

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

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

## **ARTICLE 14 GENDER AND PLURAL**

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

## **ARTICLE 15 CONFORMITY TO LAW**

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

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

## **ARTICLE 16 OVERTIME PAY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 17 WORK SCHEDULES AND SENIORITY**

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

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

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

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

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

## **ARTICLE 18 HOLIDAYS**

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

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

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

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

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

**ARTICLE 19 VACATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 20 SICK LEAVE**

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 21 SICK LEAVE BONUS**

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

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

#### **ARTICLE 22 MEDICAL EXAMINATIONS/DISABILITY SEPARATION**

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

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

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

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

#### **ARTICLE 23 INJURY LEAVE**

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

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

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

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

#### **ARTICLE 24 PERSONAL LEAVE**

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

## **ARTICLE 25 FUNERAL LEAVE**

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

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

## **ARTICLE 26 JURY DUTY LEAVE**

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

## **ARTICLE 27 LEAVE OF ABSENCE**

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

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

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

## **ARTICLE 28 FAMILY LEAVE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 30 COMPENSATION**

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

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

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

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

## ARTICLE 31. SICK LEAVE AND VACATION BUY BACK

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

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

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

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

**Section 4. Option 1:**

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

**Option 2:**

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

**Option 3:**

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

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

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

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

## ARTICLE 32 EDUCATIONAL AND OTHER PAYS

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

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

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

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

### **ARTICLE 33 UNIFORM ALLOWANCES**

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

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

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

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

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

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

**ARTICLE 34 INSURANCE**

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

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

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

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

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

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



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

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

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

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

## **ARTICLE 35 MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 36 ANNUAL PHYSICAL FITNESS ASSESSMENTS AND BONUS METRICS**

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

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

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

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

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

**ARTICLE 37 LAYOFFS**

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

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

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

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

**ARTICLE 38 RETENTION OF BENEFITS**

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

## **ARTICLE 39 SAVINGS CLAUSE**

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

## **ARTICLE 40 DURATION OF AGREEMENT**

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

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

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

## **ARTICLE 41 LIGHT DUTY**

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

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

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

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

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

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

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

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

## **ARTICLE 42 LABOR MANAGEMENT COMMITTEE**

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

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

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

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

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

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

## **ARTICLE 43 MID-TERM BARGAINING**

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

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

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

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

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

#### **ARTICLE 44 CANINE HANDLER (K-9) ASSIGNMENT**

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

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

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

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

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

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

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

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

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

**Section 10. Employer Responsibilities** Additional Employer responsibilities:

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

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

**Section 11. Officer's responsibilities:**

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

#### **ARTICLE 45 DETECTIVE CLASSIFICATION**

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

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

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

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

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

#### **ARTICLE 46 MISCELLANEOUS RETIREMENT BENEFITS – DUTY WEAPON**

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

#### **ARTICLE 47 REQUEST FOR DAYS OFF**

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

#### **ARTICLE 48 LIEUTENANT and SERGEANT CLASSIFICATION**

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

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

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

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

**ARTICLE 49 SCHOOL RESOURCE OFFICER, MCCTC and CLSD CLASSIFICATION**

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

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

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

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

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

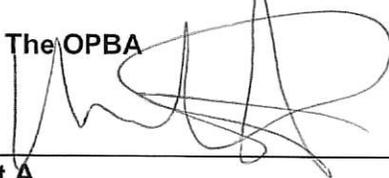
**Section 6.** The assignments of School Resource Officer MCCTC and CLSD is open to a maximum of one officer at MCCTC and two officers at CLSD for a total of three assignments.

**ARTICLE 50 EXECUTION**

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

18 day of December, 2020.

For The OPBA



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Unit A

Kimberly S Green

Unit B



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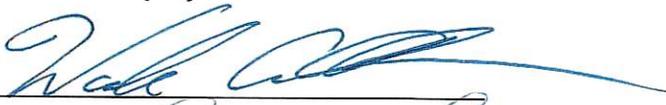
Unit C



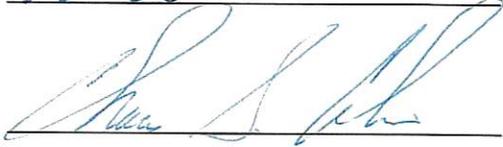
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OPBA Director

For The Employer



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# 2021 Public Employer Annual Information Report

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

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

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

Please submit all required documents to: [Research@SERB.ohio.gov](mailto:Research@SERB.ohio.gov)

**Section 1**

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

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

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

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

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

**Status Definitions**

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

**Additional Notes:**

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

**Section 3**

Wade Calhoun  
 Report completed by

  
 Signature

1/5/21  
 Date

Employer ID: 1524

Employer Name: CANFIELD CITY

Jurisdiction M CI

## MINUTES

## CANFIELD CITY COUNCIL

**REGULAR MEETING**

JUNE 21, 2023-5:30 PM

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

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

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

Under **MINUTES**, the Minutes of the Regular Meeting on June 7, 2023 were approved as presented.

Under **READING OF COMMUNICATIONS**:

MR. TIECHE: The only communication I had was verbal. I had a question from my neighbor. He wanted to know whether we would consider changing the traffic signal to flashing. I indicated that, I thought we had this discussion before. Their comment was, the traffic signal down at 224 and Cardinal Drive is on flashing. It hasn't been for a while. I said, I'll bring it up tonight, that's as far as it's going to go.

CHIEF OF POLICE: Was there a time when we did it out of school?

PUBLIC WORKS SUPERINTENDENT: We experimented with it, last year. We had a lot of complaints. Then we got away from it.

MR. DRAGISH: I was asked about it too. About it blinking after a certain time. It was blinking.

MR. TIECHE: Part of the discussion, when we were having it last year, had to do with, it's blinking now, it's going to change and how many people will run the red light when it changes. You get used to it being either a traffic signal or you get used to it being a blinker. You have potential problems. I said I'd bring it up anyway.

CHIEF OF POLICE: If council has an opinion, I'll take it. Otherwise, I can speak with the staff at the police department.

MR. NEFF: Who controls that?

PUBLIC WORKS SUPERINTENDENT: We control it.

MR. TIECHE: We do. Right on the corner.

MR. NEFF: We did do it last year. When school started we went back. I think it's a good idea. It must be the same person talked to me and they said that ...

MR. TIECHE: It is.

MR. NEFF: There is a slow grade from there, so trucks that stop, then have to go through the whole gear range to get back up. It creates.....It doesn't bother you, Christine?

FINANCE DIRECTOR: No.

PUBLIC WORKS SUPERINTENDENT: Adapting to the change could cause an accident if you're used to viewing one thing and you're changing it to another. You'll do whatever you want us to do.

MR. DRAGISH: My understanding was, it wasn't just blinking through the whole day. I think the light was there during the day but at night, it would go to blinking. After a certain time and there really isn't a lot of traffic anyway.

FINANCE DIRECTOR: After 9:00 there is rarely a semi that comes through there.

MR. DRAGISH: In my opinion, to see it go to a blinker at 9:00 would be nice, just because it saves on somebody just standing there. I've had several people come to me and say, wasn't it supposed to be blinking, we came through here and we just sit here. They don't want to run a red light, obviously. But they're like we're just sitting here and there is nobody around.

MR. NEFF: How do we control the one on Cardinal Drive and Railroad Street? Is that the same thing?

PUBLIC WORKS SUPERINTENDENT: That one is a little more complicated. We have to bring in Pathmasters.

CHIEF OF POLICE: It's on the 224 loop. We have access to it. We have to bring them in. ODOT will never let us, just change it without going through them.

MR. NEFF: But now that it's blinking, does it blink all day long, or does it change at night?

CHIEF OF POLICE: I think it was down for a period of time.

PUBLIC WORKS SUPERINTENDENT: It was just a day. We had to call Pathmasters in to make a repair.

MR. NEFF: But now that it's blinking, does it blink all day long or does it change at night.

MR. DRAGISH: I'm not talking about 224. I think that should be a light all the time. I'm just talking about, right over here.

CHIEF OF POLICE: John, anything?

MR. MORVAY: You have a better feel than anybody.

MR. TIECHE: I'll give you a personal opinion. Getting my motorhome in and out of my driveway is a lot better with a light.

FINANCE DIRECTOR: I agree with that. For us, too.

MR. TIECHE: That's a selfish position but that's my opinion, speaking as a citizen.

MR. NACARATO: Don't do it after 9:00pm.

MR. MORVAY: Okay. Mr. Neff?

MR. NEFF: We've covered anything I was going to bring up.

MR. DRAGISH: No, same kind of thing.

MR. NACARATO: I don't have any communications but I would like to let the public know that Canfield Rotary is planning a ribbon cutting ceremony for the new gazebo. That is scheduled to start at 6:00 pm on July 17<sup>th</sup>, before the Monday musical starts on the Green. We invite the general public to come out and join us for the ribbon cutting ceremony. The Dairy Queen is providing us with Dilly Bars for the general public. There will be dessert for you. Come out and join us to celebrate the opening of the new gazebo. Also, Canfield Rotary will be hosting a wine gala on August 13<sup>th</sup>, on the north end of the Green. If you're interested in tickets, contact either myself, John, or any Rotarian and they'll be able to get tickets for you, for the Wine Gala. Supporting Canfield Rotary, supports a lot of the projects that we do within the community. So, I encourage you to come out and support us on both of those events.

MR. NEFF: That date again?

MR. NACARATO: For the ribbon cutting or the wine gala? The wine gala is August 13<sup>th</sup>, it's a Sunday. Just as it was last year.

MR. TIECHE: What's the time on that?

MR. NACARATO: I'm pretty sure it starts at 4:00pm. I do know that the Dickey White Band will be playing that evening, for us.

MR. TIECHE: Rotary is running that?

MR. NACARATO: Yes. That's all I have.

MR. NEFF: John, can I add that on the ribbon cutting, that evening, the Mikey Dee Band is playing. He's very good. I introduced him last year and I get the privilege of introducing him this year. That will be fun because it will be the second time that the audio is turned on, on the Green.

MR. MORVAY: Cool. Just a follow-up, Patty did you hear anything more about the permit?

CLERK: Nothing yet. I'll follow-up and give them a call.

MR. MORVAY: Okay. The only thing I have for communications is, I just got this letter from the Mahoning Valley Amateur Radio Association. They will be at the barn at Mill Creek Metro Parks Farm on 46, the extension, they call it. This is the American Radio Relay League Field Day. They will be on the air, Saturday, June 24<sup>th</sup> at 2:00 pm until Sunday, June 25<sup>th</sup> at 2:00 pm. More than 35,000 Ham Operators throughout North America will be setting up temporary radio stations to demonstrate, science, skill and service to our communities. They have Press Releases out, if anybody is interested. I have them here and I can share it with you. It would be pretty interesting to go out and see what they do and how they communicate. The only other thing that I was going to talk about is our council meetings for next month but I'm going to let Patty do that at her time. That's all I have. Chief, do you have any communications?

CHIEF OF POLICE: We're a little late on a few of our events this year, certainly we're late posting them but there was never a thought not to do the events. We knew we would get to them. We're obviously in a transition, without a city manager. Our employee that used to coordinate a lot of the events, retired. We got it done. Our new employee is going to be coming soon, a receptionist. Chris might be talking about her. Part of the attraction with her, the intent interest in getting her in here as soon as possible is her ability to manage these type of events. She has a really strong grip on managing websites. We're really excited to get her in here. She could ultimately, this was, I don't want to quote Chris but an idea Chris had, she could turn it into a new job, a city position, scheduling all of the events that the city hosts and possibly managing our website. She's got the ability to manage the website.

FINANCE DIRECTOR: Social Media.

CHIEF OF POLICE: Social Media. Our current group has managed to make time to get everything scheduled and we're excited to announce the following events that are sponsored by both the police department and the city. Certainly, always, assistance to us is the street department, making it happen, getting us the barricades to close the roads, setting up Christmas trees and stuff like that. So, Sunday, July 23<sup>rd</sup>, we already have these posted, and we'll post them again.

Sunday, July 23, 2023 from 3:00pm to 6:00pm-Christmas in July at the square. We always work together with Akron Children's Hospital, its our one major event of operation throughout the year. We get gifts donated and we give everything to Akron Children's Hospital for those kids that are in the hospital and surgery and try to bring a smile to their face.

Saturday, August 12, 2023 from 4:00pm to 8:00pm- Canfield Police Safety Day which is a community favorite. We've had a lot of requests about when it is, where is it, why haven't we done it yet. We usually do it earlier but we're going to get it in, in August.

Thursday, August 24, 2023 from 6:00pm to 9:00pm-Movie Night at Fair Park.

Saturday, September 9, 2023 from 4:00pm to 8:00pm-Fall Festival.

Thursday, September 21, 2023 from 6:00pm-9:00pm- Family Fun Night. With that will come bouncy houses and food trucks, music. Certainly, we'll work together. Maybe Bruce can help us out with these events to get music in the gazebo. I'm looking forward to that.

Do we have a date on the Christmas Tree Lighting?

MR. NACARATO: That would be the first Friday in December; which is the 1<sup>st</sup> at 6:00pm.

CHIEF OF POLICE: Did you check with the Ohio High School Athletic Association to see when Division III...

MR. NACARATO: I'm sure it will be that weekend. But we always end up doing it that first Friday in December.

CHIEF OF POLICE: I will make sure that gets posted with these other events. We're excited to be able to do these events. I know the community likes it because there are a lot of questions about where they are.

Going back to the last meeting, we talked about the fence at Greasel Park. That fence has since been ordered. It on its way. There is like a 4 to 6 lead time. Patty informed me that, after out last meeting, Nancy Brundage who was typically always here and now watching at home, she advised that, that fence is at least 38 years old. When she moved in, it was there and she's been there 38 years. So, we got our money's worth out of that fence. That was cool that Nancy called and informed us of that. Thank you, Nancy.

The gazebo is coming along great. Thanks to everyone on Council and Rotary for staying on top of it. I get calls a lot. These guys care, so much, they're calling constantly and making sure that the straw is down or we got hydroseed all over the gazebo and couldn't get it off. John was scrubbing it off with a toothbrush. It was everywhere but we got it off and we got it painted. It looks really good. The Green is starting to come together. We will do some landscaping, mulch, we'll get it done for the 4<sup>th</sup> of July. Bruce is working on the audio system.

The city manager search. I spoke with Patty from Baker Tilly. They are still actively recruiting. That process is not going to stop. We'll be on it until we find the right person. I'll give updates when I can.

John is coordinating the sealing of the city and police department lot.

PUBLIC WORKS SUPERINTENDENT: They're going to begin between 6:30 and 7:00am on Sunday, with just the crack sealing. I already notified the fire department and I talked to your guys. I don't have a date yet, on the seal. That's going to be a 24-hour dry time. That's going to be a little bit more involved with coordination between the fire department and your guys.

CHIEF OF POLICE: We'll probably work with the school on using their parking lot. We got new cameras out in front of the city building, so we can monitor our property out there, fire trucks and such. We'll figure that all out. I appreciate council approving that in this year's budget. The pavement is not that old and if we stay on top of it, sealing it and keeping those cracks down to a minimum, not allowing water to get under there and heat it and separate it. Thanks for doing that.

I spoke with the property owner at S. Hillside and E. Main Street, where the house burned down. I'll have more information for council but they hope for that facility to be up and running next year, next summer/fall. I'll get more in-depth with council as things proceed. That's their tentative plan, for it to be under roof and up and running next year, 2024. That's it.

MR. DRAGISH: It kind of reminded me of something that I talked to the chief about. I had a group of people from the Canfield Schools, specifically the sports events, they would like to put Canfield Cardinal heads, saying Cardinal Country, going into the direction from Brookpark down each intersection down going towards the school and from 224 coming down. I didn't know if that was possible to do. They would cover the cost of it. We would just have to figure out what we would have to do on our end, as far as permits.

CHIEF OF POLICE: Is it seasonal?

MR. DRAGISH: It would be permanent.

CHIEF OF POLICE: I guess we need to see it. Get a proposal.

MR. MORVAY: Where would they put them?

MR. DRAGISH: No, on the street. It would be painted, like a white cardinal head and outlined.....

MR. TIECHE: On the asphalt surface?

MR. DRAGISH: On the asphalt surface on each street. So, you'd have Glenview, Northview, Southview, then Overbrook and each of those intersections will have the Cardinal going down towards the school. Then one right in front of the school.

CHIEF OF POLICE: A lot of communities do it as you're approaching the school, for a sporting event or whatever it may be, letting you know that you're getting close.

MR. DRAGISH: The people that I spoke to said, we'll cover the cost, we just want to make sure that we have the ability to be able to do it. I wanted to run it by you guys. I thought it was a cool idea, entering into Cardinal Country.

MR. TIECHE: When you put those down, are they resistant to salt and snowplowing?

MR. DRAGISH: Basically, what it would be, you know how they just got done doing the lines, the white lines?

MR. TIECHE: Yes, it's a painted surface.

MR. DRAGISH: So, they would be able to stencil it and then put that in and be driven over. Obviously, it's going to get eventually worn down.

MR. TIECHE: Who is going to be doing this?

MR. DRAGISH: There is a group of people. One of the gentlemen is from McHenry Industries.

MR. TIECHE: I guess I'm more concerned that the paint that they're going to use is going to be something that is going to stand-up. We're not going to get it down one week and get a snow storm and it's peeled off.

MR. DRAGISH: Sure.

MR. TIECHE: Okay.

CHIEF OF POLICE: It would probably have to be maintained.

MR. NEFF: They look really good when they're put in. After they're there for a few years. My neighbor is the Principal at the middle school and he had a huge Cardinal head in his driveway.

MR. DRAGISH: They do them in the driveways. Those are color. This one would be like the white strips for the road. Again, the details, I'm not really sure. But I'm sure we can get the proper paint. They would cover the costs.

CHIEF OF POLICE: I like that better than what other communities have, like signs of cardboard or sheets of plywood. I like this better.

MR. DRAGISH: It looks like of cool. It looks like they paint it on the highway. When you see I-80 this way, 680 this way. That lasts for a good period of time.

MR. NEFF: On a related subject, when you do a report, is there anything new on the entrance ways? Remember we talked about that last year.

CHIEF OF POLICE: Into the city?

MR. NEFF: Yes.

CHIEF OF POLICE: The signs?

MR. NEFF: Welcome to Canfield and all the different clubs and so forth.

CHIEF OF POLICE: Yeah, so, I just recently had a request to put up a sign. But, as far as a greeting sign, I want nothing more than to have new signs coming into the city. It's obviously going to be an expense and a budget item. I've wanted that for a long time. To me, it's the image of the community. Coming in, it's like new and clean. Like the weeds coming into the city, get them out of there.

MR. NACARATO: Going backwards, when Wade was here, and we started the sign project. The concept was, we were going to mimic those signs, for the new "Welcome" signs. John Orsini did the drawings for them. That's what the idea was, to mimic those signs and do away with all the clubs and all those other signs around it.

MR. DRAGISH: Utilize the brick, so all the brick matches.

MR. NACARATO: Yes, so it would be basically that same design for the "Welcome" signs, also.

CHIEF OF POLICE: I'll start working on that. It's not a budgeted item for this year. We can certainly look at it for next year and work on it. It's something that needs to be done.

MR. TIECHE: You're talking about eliminating the church signs, Rotary Signs, Lions Club Signs?

MR. NACARATO: That's what Wade and I was discussing, to eliminate all of those extra signs and just have the welcome signs.

CHIEF OF POLICE: Wasn't it also, have the "Welcome" sign separate from that but still have a rendition of all the Rotary, churches, etc.

MR. NACARATO: From what I remember, we were going to do away with all of those. Any of the sports signs, the idea was to put those down by the school. That's what I recall.

MR. TIECHE: I would like to suggest that we reopen that and discuss that again, so everybody is on the same page.

MR. DRAGISH: I think what it was originally, because we would be taking those down, again, this was awhile ago but I thought we said something like, it would have a specific address or web address, whatever it may be, that would list all the different clubs and whatever. If somebody wanted to go to it, it would be under that particular web address.

CHIEF OF POLICE: John and Christine just mentioned that possibly a central location. Take them down at the entrance point but have them in a central location, in the square or something. But, again, I agree with Chuck, make sure we're all on the same page before we get carried away. There was a solution that we had that he wasn't that interested in but I'll look into it. We'll get the ball rolling for next year.

MR. NEFF: If you can find the rendition that John Orsini did...

MR. NACARATO: Yes, I'll ask John.

CHIEF OF POLICE: I have it too.

MR. NACARATO: I know John would have it. I can email him.

CHIEF OF POLICE: We'll forward it to you. I've always been interested in that topic. It's money but we can find a way to get it done.

MR. NACARATO: I know the effort that goes into those signs now.

CHIEF OF POLICE: When we're done it won't be right.

MR. NACARATO: I will not throw anymore brick when I'm supposed to be having heart surgery later that week. I won't do that.

MR. NEFF: The signs that we put up on the Green that announce the council meetings are the first and the third Wednesdays; are we going to put up a sign for July and August?

CHIEF OF POLICE: I thought about that. I don't know if we take them down.

MR. NEFF: They're expensive.

MR. NACARATO: From what I understand, we're going to have 4 signs in for the 4<sup>th</sup> of July, for the fireworks and the .....

CHIEF OF POLICE: Yes, Enid...

MR. NACARATO: Eight signs actually, 4 on each board. I would say, after that, for the July & August meetings, we put the cardinal head in instead.

MR. DRAGISH: It makes sense.

CHIEF OF POLICE: It's a good point because we won't be here.

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

MR. TIECHE: I have no report this evening.

MR. NEFF: I better defer to our crack zoning inspector. We did have a zoning meeting. So, I'm going to defer to Mike and he can cover that in his report. Is that okay?

ZONING INSPECTOR: I got it.

MR. NEFF: Thank you.

MR. MORVAY: Mayor Dragish.

MR. DRAGISH: I have the Mayor's Monthly Statement to Council from Mayor's Court. After the money coming in and money paid back out, net collections to the city was \$992.01.

MR. MORVAY: I have to ask you, Mayor, the JEDD for the nursing home. You guys did not have the meeting?

MR. DRAGISH: We did not.

MR. MORVAY: Marie was asking me about it.

MR. DRAGISH: I talked to her.

MR. MORVAY: Okay. Mr. Nacarato.

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

MR. MORVAY: The Fire District, which I sit on, I wasn't here the last meeting, so this is for May. We had a total of 203 calls. Of those 203 calls, we had 102 transports, with the ambulance. We had one house fire, June 1<sup>st</sup>, about \$100,000 worth of damage. Other than that, we're running pretty well. If you haven't had a chance to stop and visit our Fire Stations and see the equipment and training that our guys go through, I'd encourage you to do so. With that, I'll move over to our Public Works Superintendent, John Rapp.

PUBLIC WORKS SUPERINTENDENT: Good evening. Crews are out doing asphalt repair, potholes. We had a couple of breaks that we had to repair some asphalt. We're getting everything ready for the 4<sup>th</sup> of July, trying to pull some items out that the 4<sup>th</sup> of July Board is asking for. We had a water break on Lisbon Street, a valve repair at Lisbon and Edwards within the past couple of weeks. Also, crews are repairing some inflow and infiltration on sanitary. We had smoke testing done, and we're going around trying to remedy those inflows. Also, meter replacements, we're staying steady on those. We just got a new shipment in today, so we're back in action. That's it.

MR. MORVAY: We're going to hear from our Finance Director, Christine Clayton.

FINANCE DIRECTOR: We have Brittany Simboli starting on Wednesday, July 5<sup>th</sup> as receptionist. We're real excited to get her. She has lots of great ideas for events, including the Library. Tomorrow, I'll have the April check register posted to the website. We completed our first data pool for the new accounting software. We had to transfer to them a copy of our data base. I had to run a lot of different reports, so they can verify that they got the information correctly. They're starting on all kinds of set-up on that side. Hopefully, January 1<sup>st</sup>, we'll be in the new software.

MR. MORVAY: Our Zoning Inspector, Mike Cook.

ZONING INSPECTOR: For the month of June, so far, we've issued 12 permits for a total valuation of \$140,984.00. At our Planning & Zoning meeting we had discussion on a cell tower ordinance. Steve Kristan is going to give a model ordinance to Mark, so we can move forward with that. We set a public hearing for the township, they're applying for a changeable copy sign, in the historic district; which it's not permitted. So, they need an adjustment. They did not send a recommendation to council for the Board of Appeals change. That's on the agenda for next month, a public hearing. IES is working on their storm water at this time. Their retention pond is almost finished. They'll be moving on to the building after that. Canfield Nutrition, they just changed owners. They changed it to Vault. Not the owner's but somebody else was running it other than Sebastiani-Folsom. Steve Cocca, I had a conversation with him this week about cutting the grass on North Broad. He did a nice job cutting that. Steve Delucia sent me drawings yesterday for the first Villa. They'll be building that on south side, on the first lot, it's 2,800 square feet. I did talk to Ed Reese about his property on North Broad yesterday, he called me back today and they're going to come out and brush-hog. They're having a landscaper pick everything up there and start cutting it on a regular basis. They'll be planning on demolishing the house at a later point in time. At this time, there are no firm plans to go ahead with the development. He's still moving forward with that. I think that's all I got.

MR. MORVAY: Our city clerk, Patty Bernat.

CLERK: I just wanted to give the dates for the July & August meeting for council. That will be July 12<sup>th</sup> and August 9<sup>th</sup>.

MR. MORVAY: Our City Manager/Chief of Police.

CHIEF OF POLICE: We'll make sure those dates get posted.

CLERK: I posted them, Chuck.

CHIEF OF POLICE: Patty already has them posted. There is something that I wanted to comment on, on Mike's report, maybe it will come back to me. From a police perspective, the police department is all in with working together with the city on the events that I talked about on the Green.

We just purchased a new speed trailer. It was on Sleepy Hollow for a week. It's a better system. It gives us better data. It's on the same network/cloud as the speed signs that we got right now. It's pretty informative. It's a bigger sign, it flashes your speed and safe speed. We have our officers or residents know when the digital speed signs are not working properly. One of them was down on Glenview. We got a new one over there and they're repairing that one. We do get a lot of positive feedback from people in the neighborhoods where those speed signs are. It seems to be helping. I know speed is a continuing and ongoing problem.

I did mention we were hiring new police officers. This week, we had two new police officers start. Ellie Davidson- she was a graduate of Salem High School, she was a standout athlete. She also has her bachelor's degree from YSU and she completed the police academy. Alyssa Fillion- We found her that YSU Police Academy. She graduated from Edgewood High School in Ashtabula. She has her bachelor's degree from YSU, also. The two girls started Monday. Next Monday, Timmie Bately (it's not Timothy, it's Timmie) he starts Monday. Tim is a 5-year veteran of Dayton Police Department. We spoke about last time about the change that we had for mid-term bargaining, regarding external candidates. Tim is actually from the area. He moved to Dayton. His family went to Florida for military deployment, now he's coming back. He's in the National Guard. He's a really stand-up guy. The goal for me, at some point, is for me to get these people in here to City Council and introduce them to you. We'll get information out to the public. I constantly hear, I don't recognize any of the cops anymore. I actually hear that from some of you guys. We just added 3 new ones. This will bring us back up to the staff that we're comfortable with. We were running low for a while. Again, all in the spirit of making sure we have the right match for this community. I think Ellie, Alyssa and Timmie meet that. Good backgrounds. I think they're going to represent our community just fine. We also hired two part-time dispatchers, Craig Briker (spelled phonetically) and Samantha Colonna-Noble. Craig is retired, he worked at the Elkton Federal Prison. He is a retired prison guard. He was a Lieutenant there. He's a solid character guy. He lives in Columbiana. Samantha Colonna-Noble, is a part-time dispatcher for the Beaver Police Department. She wants to be a full-time dispatcher. She has already started. Craig has been there for a little while. As Chris mentioned, Brittany, we were busy doing background checks. I want to give everybody credit for working together and getting these done. It's a lot of people for a small community to hire all at once. Brittany came to the interview with this portfolio of her accomplishments; which include events that she has coordinated. She worked for the Library in Stark. She is going to be missed there.

She's excited to come back here. She lives in Canfield Township. She had this portfolio of her accomplishments and her work and how she is able to get the Library and the community to work together, in connection with juveniles and kids in the community. What's exciting about her is, she is going to renew our sense of culture in this community. I think she's going to bring it out. There is a certain culture in this community that everybody appreciates, I think she's going to fit in well and she's going to help it shine. That's where Chris was going about creating a new position for the city if she does what she advertises she can do. We're excited to bring her on. I'd like to bring these people to council. The Mayor is going to swear them in next week.

MR. DRAGISH: End of the month.

CHIEF COLUCCI: End of June. Right now, the girls they're not in uniform, they're working dispatch and they're riding. They started Monday and we've been really busy. What they've been exposed to already. They started on an interesting note. I don't know, watch the news.

MR. DRAGISH: Is it going to be on the news?

CHIEF COLUCCI: Maybe. None of our people did anything wrong or anyone from our community did anything wrong. It's just what somebody did passing through. If you really want to know, press me. I might talk about it.

From a City Manager perspective, everything is going really well. The Collective Bargaining Agreement, you guys approved for the street department, they're getting ready to sign it. It's just a matter of getting them all together in the same room to sign the contract. Again, they were all very pleased and appreciative. They wanted me to pass that along to council's acknowledgement of their hard work and efforts. John was a key part of making that work. He's a tremendous leader for that group. I think they got to see it in these negotiations. He cares about them. He wants the best out of them. Knowing their positive morale is going to make the city a better place.

As you guys know, I informed you last week, they started farming at Red Gate. Was it two weeks ago?

MR. MORVAY: Yes.

CHIEF COLUCCI: Literally, that day we got the liability form signed, I told Bruce I was just at Red Gate and there is traffic rolling. They move. Mark is working on the lease agreement. Everything was very positive on that. It will bring the city a little bit of additional revenue. I've had two calls from residents on Leffingwell that wanted to thank us for getting the property farmed, until we get to where we want to be with it. They'd rather see farming being done and crops than noxious weeds.

MR. MORVAY: How is the structure out there, the house structure? Is that about ready to come down? Is that a liability to us?

CHIEF OF POLICE: Everything is pretty bad. I'll put it in your memo this week but we sent an eviction notice to the last person that was staying in the house. It probably should have been done awhile ago. We made a decision to get it done. The caretaker for the property, which prompted some of the complaints that we got, the agreement was they were going to cut the grass and keep the fields mowed down but one of the tenants out there is now in the hospital and probably not getting out. They weren't able to keep up with the property. In the spirit of protecting ourselves, we're getting them out of there. We'll have it looked at and we'll keep a close eye on it. The neighbors are happy that it's being farmed.

MR. MORVAY: Could that be a training facility for the Fire District?

CHIEF OF POLICE: Very possible. It's been awhile since they did controlled burns. Those structures are not going to exist in the future out there. Why not?

MR. MORVAY: I'll say something to the Chief, if you like.

CHIEF OF POLICE: Yes, for sure.

MR. MORVAY: You guys can have that conversation.

MR. TIECHE: There was only one structure out there rented, right?

CHIEF OF POLICE: Yes.

MR. TIECHE: That's the one first, to the east?

CHIEF OF POLICE: Yes.

MR. TIECHE: Who did we end up leasing it to, as far as farming?

CHIEF OF POLICE: Terri Pidgeon. Terri was farming the property to the north of Maplevale, so his gear was all out there. It just made perfect sense. That's probably why an hour later tractors were rolling.

The school resource officer and school security officers, the school had expressed interest in putting two police officers in the elementary schools. I certainly want two police officers in the elementary schools. I just need time to make sure that we're able to staff that. I've been working on it for awhile and I spoke with the school and the township about our existing agreement where the township pays for part of one of the officers. The township has agreed to pay their part that they always fund. It's a flat rate. I'm waiting to hear back from the schools now on where they stand. I'm not trying to put pressure on that group. They have a lot going

on with school safety and school security, is an issue. Those schools are in our jurisdiction and they're our responsibility. Keeping them safe is our number one goal. I certainly want to put police officers in those schools. I'll keep you updated. It's kind of like on a standstill right now. I think we're going to extend our current contract with the existing police officers, as far as adding two new one's to the school. Again, we want to do it. Our officers want to do it. I know your number one goal is keeping those kids safe. I can't imagine that parents wouldn't want it that way. I'm hearing from residents, it's not a bad idea. If that's the direction we want to go. It goes quiet until there is a school shooting somewhere. Then it gets brought up again. It gets hot and then it cools off. We're a proactive community. We're a proactive police department and I don't want it to cool off. I want police in those schools.

MR. TIECHE: How many school resource officers do we have?

CHIEF OF POLICE: Currently, we have 2 inside the MCCTC, both are funded by MCCTC. Canfield Middle School, we have a full-time police officer. Canfield High School, we have a full-time officer. The school funds 75% of one of the officers. Canfield City and Canfield Township split 75% of one of the other officers. We pick up the rest. To Frank's point, I'm not going to be shy about it, it's to no fault of the school or anything, I think they need to have buy-in here and get officers in those schools.

MR. TIECHE: If you're talking about adding 2 officers, are we talking adding an additional officer to the high school and one additional officer to both Hilltop and C.H. Campbell?

CHIEF OF POLICE: The high school and the middle school would remain the same; one officer in each school. They want to label it a security officer, add an officer to each elementary school. A total of 4 for Canfield Local School District. It's their prerogative and I'm not trying to put heat on them by any means. Everybody's goal is to keep the schools safe. I just don't want it to cool off. I think I made my point clear. I love working with the school board. I love working with the township. Everybody views it as equally important. If you poll the people in our community, both city and township, they're going to want police officers in their schools.

MR. TIECHE: MCCTC is paying for their own officers?

CHIEF OF POLICE: Correct. Those guys are busy. That Vocational School (MCCTC) has almost double in population over the last decade. They have a phenomenal curriculum. They have so much to offer out there. I don't know if you saw the news but Lieutenant Governor was just up for the efforts they're making and educating students on how to repair electrical vehicles. Their population doubled and the activity doubled from a need for police standpoint. For sure, it looks like we're going to renew our contract and keep status quo. They brought up the conversation of adding two officers.

MR. MORVAY: Chief, if you go to the Canfield Police Department website, you have all of your officers identified in there.

CHIEF OF POLICE: No. The command staff is, the school resource officers are and the K-9's. I don't believe we have anyone else.

MR. MORVAY: The question came up a little bit earlier, with all the new officers, wouldn't it be an advantage?

CHIEF OF POLICE: I can't even tell you why it ended up that way. There is no reason not to. You try and protect police officers to a certain degree.

MR. MORVAY: Think about that. That would be a way to get to know our officers.

CHIEF OF POLICE: We've had those talks for years. J.T. and I have worked on stories together over the years when we hire new officers. I'll take the blame for that lack of consistency. We haven't hired new officers in a while.

MR. MORVAY: Our department is so good. I'll be at the park with the grandchildren and I'll bring them over purposely to introduce them to the police officer, so that they know, if there is trouble, here is where I go. I've kind of talked to them about that.

CHIEF OF POLICE: Now would be a good time to bring it up. We have a rule of thirds. I don't know if I've mentioned this before. I'm not giving up any strategic operation that we do. We have a rule of thirds. Officers are required to be on side streets a 1/3 of their time. They're required to be doing business checks 1/3 of the time and then regular patrol 1/3 of the time. We inspect that and make sure that they are. I've always said our residents are more concerned about seeing cruisers driving down their street, knowing that we're watching their property and making sure their kids are safe, than worried about reading about who we arrested from Akron or Pittsburgh. Getting to meet people and families in the park, that's what they're expected to do. We're going to continue to do it.

MR. DRAGISH: I'll interject and say, a lot of the newer police officers, I don't believe he knew where I lived and my son was out playing basketball and he stopped and chatted with him for a while. Then I came out and he was kind of surprised because I didn't think he knew where I lived. It was really cool. He didn't even know and he stopped.

CHIEF OF POLICE: And he was shooting hoops?

MR. DRAGISH: Yes.

CHIEF OF POLICE: That's what it's all about. There is more to that job than handcuffs. Hopefully, we're making that felt.

MR. MORVAY: Council any questions for these reports that we've just heard? Hearing none. I'll open it up to the residents.

MR. MICCHIA: Good evening. Frank Micchia, 220 Glenview. Just a couple of comments, in regards to the signs at the entrances to the city. Let me just give you my opinion. I think a single sign, "Welcome to Canfield" real classy sign with gold leaf or something like that and light it at night would be perfect. All of these medallions and signs that we got there, there is no way you could read that coming into the city. It's overwhelming. A nice simple sign. Let's do that.

Our resource officers, I'll be the first guy to say that we need resource officers in the schools, grade schools and everything. At the rate that we're going, we're going to have some 6 resource officers. We need the protection. It's better than having none. But don't forget, these resource officers are costing the city a lot of money. I would estimate about \$100,000 a year, comes out of our coffers to support the resource officers. In my opinion, that's a school responsibility. I don't know how we get there but the taxpayers are paying a lot of money for those resource officers; which covers the 25% of time that school is not in session. We're paying their salaries. That's something we got to look at and negotiate with the school system. We can use some financial help in that area. They can afford it. I wonder if the Chief could elaborate a little bit on the project that is going in on Hillside and 224? I understand that it's going to be some sort of a Mercy Health treatment.

CHIEF OF POLICE: What we know at this point in time is the goal is a primary care physician. Urgent care was spoke of quite a bit but I'm under the understanding that the goal is a primary care, 4 or 5 doctors, surgeons. That's what I wanted to talk about. Canfield Nutrition, I hope they can stick around and make it until this gets there. They're talking putting, they have to meet zoning and design review, but possibly some small retail shops, maybe dining. Something like that. Hopefully, it will liven up that area a little bit. Give the people that in that district a little something more to offer.

MR. MICCHIA: Would the primary care physicians be associated with Southwoods?

CHIEF OF POLICE: I can't answer that.

MR. MICCHIA: Who is sponsoring this whole thing? I had the impression that if it goes that way, it will be a Southwoods facility. I hope it comes true.

CHIEF OF POLICE: Well, Southwoods is everywhere. Bartels is now Southwoods. I'd be speculating.

MR. MICCHIA: Is there anyway we can find out? Who is going to build it? Who is funding it?

CHIEF OF POLICE: If you look it up on the Auditor's, who owns the property?

ZONING INSPECTOR: I don't remember.

MR. MICCHIA: It will be interesting to find out. Thank you.

CHIEF OF POLICE: Once I'm confident answering that question, I'll get it to you. I don't want to speculate.

MR. MORVAY: Anybody else that would like to address these reports? Hearing none.

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

MR. MICCHIA: Good evening, Frank Micchia, 220 Glenview. American Legion Post 177, as you all know has constructed a Veterans Plaza. There is a flag there for each of the services. On the right there is a flag with POW/MIA, it's a black flag. Underneath that we have placed a red flag. If you take a look at it, it's a KIA Flag (Killed in Action) and it's to honor those service people who were killed in action.

I'd like to talk a little bit about property maintenance. All residents in general take real good care of their property. It's a clean city to live in. There are those who, in my opinion, don't take very good care of their property. There are garbage cans in front of garages, overflowing with garbage. We have debris scattered beside the houses and in front of the houses. Why do we tolerate this type of thing? I would like to see the city be more proactive in looking at property maintenance issues. It's not the citizens responsibility to report these. It should be the city's responsibility to identify these and take action. I don't know if we need another ordinance or the ordinances we have are sufficient but I personally would like to see a little more action regarding property maintenance.

Terms limits: We all know my opinion on term limits. Sixteen years with you gentlemen on city council. I have attended these meetings for over 10 years.

MR. MORVAY: 12.

MR. MICCHIA: Thank you.

MR. DRAGISH: 15, actually.

MR. MICCHIA: But there are no term limits on me coming before you, as you may wish. I'm considering not attending at some point. I've identified that point. That point is when the Cleveland Browns win the Super Bowl.

MR. NACARATO: You'll be here long after my term limits are up.

MR. MORVAY: I have Joe and Darlene MacBenn.

DARLENE MACBENN: Darlene MacBenn and my husband Joseph. Our address that we live at is 5097 Shields Road, Canfield Township, across the street from Argus Lodge. We're asking for water and sewer. Not on that property but on 7185 and 7195 Akron-Canfield Road. This property is split between the frontage is in the township and the rear is in the city. In our last

meeting of June 7<sup>th</sup>, we would like to know the resolutions of issues from the last minutes. Unfortunately, Mark (Atty. Fortunato) is not here. We would like a copy of his letter that he sent to Michael Hein our neighbor. I assume it's public information. We went to his office in Poland and we gave him the certified letter that we sent to Michael Hein. All I'm asking is, if we can have a copy of that letter. Ours was dated on May 8<sup>th</sup>. The second issue from the last minutes was the Health Department. Ohio Administration Code 3701-29-06, on the sewage treatment system. That's the STS. We have contacted several registered installers and we have some ready to crush and remove the current septic system, on 224 at 7185 and 7195 and also to cap the existing well, the well water, as directed by law. The contractor said that he would consult with ODOT and get permits to bore under State Route 224 for the water from the city. Again, the sewage line is right in front our property, on the property. The water is across the street. Without water and sewer, our land is not saleable and we cannot develop it. It would be so nice to have Southwoods come in there. That would be a wonderful thing. You could make money on us. All we're asking for is water and sewer. From the last minutes again, I saw Mike Cook leave. I was going to ask him, he said he was going to do some work on how we got into this island situation on 224. I wanted him to explain to me or tell me if he did any research on it. I don't understand how we got into the island situation. We owned the property for 40 years. All of a sudden we can't get water and sewer. Perhaps he could get back to me on that. Also, from the last minutes on June 7<sup>th</sup>, the first paragraph, Page 10, the last two lines, clarifying that we don't want to hire an Attorney. We do not want to have an Attorney. We would like to resolve this water situation with City Council, the Township, whoever. I feel that it could be done mutually, instead of having litigation. I wanted to address Atty. Fortunato and ask him if he can draw up a proposal and/or a document to resolve this situation without litigation. We appreciate your time and thank you.

CHIEF OF POLICE: I don't think litigation is going to be necessary. Mike did do his research. I called you this week and we talked and explained to you where we are at but everything that we said, we did. Here's where we're at. You're going to need an Attorney. It's going to take legal work to get this done. Mark is willing to work together with your Attorney. Litigation, I don't think is necessary but I just told your husband, give your Attorney the heads-up and talk to him and Mark and he could discuss it. Mark can't be in a position where he's representing the city and representing you, as well to try and get you water. He's going to need to work together with your counselor. I don't know that it would take litigation. I don't see that. I think that there is going to have to be work done together from both of them and we'll see if we can make it happen. It could be possible. Start as simple as a phone call between the two. See if they can get somewhere, where it's not going to take forever. You indicated.

DARLENE MACBENN: That's exactly where I'm at. I've waited all my life to do something with this property. I've taught school, I did everything else. All I want to do is develop it. If it goes through litigation, it's going to take years.

MR. TIECHE: I have a question. You own 4 pieces of property on W. Main Street, correct?

DARLENE MACBENN: I think 3.

MR. TIECHE: Well, there are 3 that have frontage. There is a separate lot that runs behind the 3 lots that have frontage on 224.

DARLENE MACBENN: That's correct.

MR. TIECHE: The separate lot that runs behind those properties, was included in the annexation petition for the Hunter's Woods Development. How did that occur without because you must have been the property owner at that time?

DARLENE MACBENN: Yes.

MR. TIECHE: I didn't know how that would have occurred without your other 3 parcels being included in that.

DARLENE MACBENN: We don't understand either.

MR. TIECHE: I think what Mark is asking you to do is have your Attorney submit a petition to the County Commissioners for the 3 parcels that actually have frontage on Canfield-Niles Road. That's what he's asking to have your Attorney do. That way, the submission is made to the county commissioners who can start the process for annexation to include that to get it into the city limits.

CHIEF OF POLICE: Mark can't do that. You're going to need an Attorney to do that.

MR. TIECHE: He can't represent you and the city at the same time.

CHIEF OF POLICE: You said it perfectly.

MR. MORVAY: Mr. Tieche, in the inception, when we separated Township and City, do you have any recollection as to why that property was never considered part of the City? They would have had to opt-out, right?

MR. TIECHE: No. Apparently, the way the petition was presented was take in the area that is Hunter's Woods and their annexation of that, if you look up here on this map, you can see a small purple portion, right here; which is the back of their property. That was included in this annexation but the parcels out front were not. The only thing that I can think of maybe, is if they would have all been included in there, they would have thought that you were going to extend the annexation to the center of the road and thereby create a donut hole because the property next door, immediately to their east, would not go to the center of the road. If they just extended the petition up to the southside of Canfield-Niles Road, they would have been included in and we wouldn't be having this discussion.

CHIEF OF POLICE: Hence, the petition getting filed could make it happen.

MR. TIECHE: I don't know whether we would have any kind of a copy the petition or the original work that came about when that was annexed or not. That's been awhile ago.

CLERK: What year was that Chuck?

CHIEF OF POLICE: Were you the city manager?

MR. TIECHE: Yes, I think I was. That would be between 1991 and.....

CLERK: I'll look in petitions.

DARLENE MACBENN: We owned it at that time.

MR. TIECHE: I'm trying to think who the developer was.

DARLENE MACBENN: Anderson.

MR. TIECHE: Was it Anderson that did the Hunter's Wood development?

DARLENE MACBENN: Anderson.

MR. TIECHE: Okay.

MR. TIECHE: We might be able to go back and look at the annexation and look for Anderson.

CHIEF COLUCCI: I think that the city council wants you to get water and sewer. Have your Attorney contact our legal counsel, Mark. They can formulate a game plan. If acceptable you can move forward with it. If you don't like your Attorney, maybe there is another one you can use. Your reluctant to using an Attorney is going to hold you up.

MRS. MACBENN: Thank you.

MR. MORVAY: I don't have anybody else on the list. If somebody would like to speak. Hearing none.

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

MR. NEFF: John, I'd like to backtrack and make a confession that I should have brought up. We had a Millennial Moments JEDD Meeting and I did not report on that when it was my turn to do reports. Actually, the developer had a problem attending and we didn't know that, so not too much happened. This is the Millennial Moment Development that is happening in the JEDD. There was nobody representing the developer, except the President of the JEDD. We had

residents that lived on Palmyra Road, I'm sorry, they don't live on Palmyra Road, they have a lot on Palmyra Road, so there was a lot of discussion about them getting sewer and water because it's running on the opposite side, on the west side of Palmyra and their lot is on the north side of Palmyra. The last lot that touches the Millennial Moments Development.

MR. TIECHE: North side of Palmyra. It's got to be east or west.

MR. NEFF: I'm sorry, the east side.

MR. TIECHE: East side of Palmyra, south of 224.

MR. NEFF: Right.

MR. TIECHE: How far south? Do you have an idea how many lots?

MR. NEFF: There are several lots there but they own the last one that touches before Dr. Awad's property.

MR. TIECHE: That would be adjacent to the private drive coming out of Hunters Woods. Is that right?

CHIEF COLUCCI: Right.

MR. TIECHE: Which would be Robert and Roxanne Willison. The question was, can they have water and sewer. I don't think they can but I'd like to see the Millennial Moments agreement.

MR. MORVAY: I thought that vacant lots were (inaudible), if a house existed there and they needed, their septic system would defunct, we would supply sewer and water but on vacant lots, not so. That's the way I recollected it.

MR. TIECHE: Again, I would like to see the agreement because they would have access, do they or don't they have to annex, 1. 2. Do they or don't they have to pay the extra territorial fees if they don't annex.

MR. NEFF: I would certainly think they would have to pay the extra territorial fees.

PUBLIC WORKS SUPERINTENDENT: There wouldn't be any sanitary available because there is no sanitary that runs down Palmyra. Only on the west side of the road, currently is the waterline. So, the sanitary have to be put in.

MR. TIECHE: The sanitary sewer in those developments is going to run in the backyards of the properties that would face on Palmyra, as I recall. That's my recollection. If I'm truthful, the reason for doing that is they wanted to preclude those people from tying in. We'll look at the agreement.

Under **NEW BUSINESS:**

ITEM A: An Ordinance Restating Canfield Codified Ordinance the Boundaries of the Designated “Community Reinvestment Area(s)” of the City.

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. TIECHE: Mr. President, I have an Ordinance Restating Canfield Codified Ordinance the Boundaries of the Designated “Community Reinvestment Area(s)” of the City. I move for passage.

MR. NEFF: Second.

MR. MORVAY: Chief could you brief us real quick.

CHIEF COLUCCI: I’m going to defer to Patty. She’s done all the work.

CLERK: Council passed an Ordinance on March 1, 2023 for a 10-year, 100% abatement for 485 W. Main Street. This was our first agreement with the property owner and the school board. When that was sent in to the Ohio Department of Development it was discovered that we didn’t have a CRA number. At that time, we determined that the proper paperwork must not have been filed. The Ohio Department of Development asked that we restate the same Ordinances that we previously passed and then they’ll issue us a CRA number. That’s what you have in front of you tonight on both A & B.

MR. MORVAY: Thank you. Council questions? Hearing none. Residents questions? Hearing none.

ROLL CALL ON ORDINANCE:

5 Votes-Yes  
0 Votes-No  
Ordinance passes  
Ordinance 2023-21.

ITEM B: An Ordinance Restating Canfield Codified Ordinance 2020-55 to establish and designate tax exemptions for improvements to real property with the designated "Community Reinvestment Area(s)" of the city.

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 it first reading.

MR. NACARATO: 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 Restating Canfield Codified Ordinance 2020-55 to establish and designate tax exemptions for improvements to real property within the designated "Community Reinvestment Area(s)" of the City. We move for passage.

MR. DRAGISH: Second.

CLERK: Same explanation.

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

ROLL CALL ON ORDINANCE:

5 Votes-Yes  
0 Votes-No  
Ordinance passes.  
Ordinance 2023-22.

ITEM C: An Ordinance Authorizing the City Manager to Enter Into A Contract for the Indian Lake Water Main Replacement and Declaring said Ordinance an Emergency.

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. NACARATO: 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 Authorizing the City Manager to Enter Into A Contract for the Indian Lake Water Main Replacement and Declaring said Ordinance an Emergency. I move for passage.

MR. TIECHE: Second.

MR. MORVAY: Chief can you brief us.

CHIEF OF POLICE: The City of Canfield intends to replace the water lines located on Indian Lake. The engineer on the project is MS Consultants. They performed the engineering, design and bidding of this project and will perform construction, administration and inspection services for the project as well.

MR. TIECHE: What's the size of this waterline, 6 or 8?

CHIEF OF POLICE: 8.

PUBLIC WORKS SUPERINTENDENT: 6 INCH.

CHIEF OF POLICE: Thank you, John.

MR. TIECHE: Plastic?

PUBLIC WORKS SUPERINTENDENT: Plastic will be going in. Currently, it's a mix of cast iron.

MR. MORVAY: Council any other questions? Hearing none. Residents, questions?

MR. MICCHIA: Frank Micchia, 220 Glenview. The cost of this project is \$320,300.00, where is that funding coming from?

FINANCE DIRECTOR: The waterline improvement fund.

MR. MICCHIA: That's money we already have?

FINANCE DIRECTOR: Correct.

MR. MICCHIA: Okay, thank you.

MR. TIECHE: We're going to include the change-over to put existing service providers on the new line and make the taps and that kind of thing, as part of the project.

PUBLIC WORKS SUPERINTENDENT: It's all included.

ROLL CALL ON ORDINANCE:	5 Votes-Yes
	0 Votes-No
	Ordinance passes
	Ordinance 2023-23.

ITEM D: An Ordinance Amending Ordinance 2023-08 Adopting Salary and Benefits for all Full and Part Time Non-Bargaining Unit Employees and Declaring an Emergency.

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 it first reading.

MR. NEFF: 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. NACARATO: Mr. President, I have an Ordinance Amending Ordinance 2023-08 Adopting Salary and Benefits for all full and part time non-bargaining unit employees and Declaring an Emergency. I move for passage.

MR. DRAGISH: Second.

CHIEF COLUCCI: I'm going to defer to Patty.

CLERK: The Acting City Manager, Chief Colucci will be compensated \$2,500 per pay, effective May 1, 2023 thru December 31, 2023. In the event that a permanent city manager is hired prior to the end of 2023, the Police Chief will train and assist the City Manager when needed.

MR. MORVAY: Council questions? Hearing none. Resident, questions? Hearing none.

ROLL CALL ON ORDINANCE:	5 Votes-Yes
	0 Votes-No
	Ordinance passes.
	Ordinance 2023-24.

ITEM E: A Motion Naming Lex Calder as Exempt from Term Limits on the Parks, Recreation & Cemetery Board.

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

MR. NACARATO: Second.

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

MR. TIECHE: I have a Motion Naming Lex Calder as Exempt from Term Limits on the Parks, Recreation & Cemetery Board. I move for passage.

MR. DRAGISH: Second.

MR. MORVAY: Chief, why would we name Lex Calder exempt from term limits?

CHIEF OF POLICE: Article VII, Boards and Commissions of the City of Canfield Charter, Section 7.02 provides for each board, commission or committee may designate one person of exceptional, professional qualifications to be exempt from term limits with council's approval. That exception is not transferrable and will remain with only that person, until that person is no longer on that board or commission. This motion designates Lex Calder as the exempt member from term limits for the Parks, Recreation & Cemetery Board.

MR. MORAY: I'll just comment, he's exemplified professionalism in what he's done and brought the pump track to us. He's even getting his certified arborist.

MR. NEFF: How many terms has he served on Parks?

CLERK: This is his first term.

MR. NEFF: I think he's a great candidate and probably well deserving of this but I'm surprised that we're doing it on his first term. Aren't you allowed to have 3 terms.

CLERK: Two.

MR. MORVAY: Residents any questions? Hearing none.

ROLL CALL ON MOTION:

5 Votes-Yes  
0 Votes-No  
Motion passes.  
Motion 2023-09.

ITEM F: A Motion Appointing an Acting Manager.

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

MR. NACARATO: Second.

ROLL CALL ON MOTION:

5 Votes-Yes  
0 Votes-No  
Motion passes.

MR. NEFF: Mr. President, I have a Motion Appointing an Acting Manager. I move for passage.

MR. NACARATO: Second.

MR. MORVAY: Patty why are we appointing an acting manager?

CLERK: I'll defer to Chuck.

CHIEF OF POLICE: This was more my idea. Section 5.05 of the Charter requires that Council designate an individual who will serve as acting city manager during the absence or disability of a manager. This designation is made by the city manager for temporary absence or disability. I made this recommendation, basically to make sure that council knows and the community knows and the people that I've highlighted here know, that if I'm on vacation or unavailable, basically it creates a new chain of command. These people all know that they're all going to work together with city council, as I would or the current city manager would. What I'm recommending, it's just creating structure and a chain of command, so that in the event I'm not available, as you notice it was 3 deep, we made it 5 deep. I just wanted to make it very clear because we certainly have talented, capable leaders within the city organization. They're going to rely on the President of City Council, City Council members to assist them, if there is time available to make decisions. As I've outlined, it's always been the Police Chief, the Finance Director, I wanted to add in the Assistant Police Chief, Scott Weamer, followed by the Public Works Superintendent, John Rapp and then Lieutenant Ruiz. It would take a lot. There are no planned times where all of us are going to be out of town. We work together. I just want council to feel comfortable in this uncertain period where we have an Acting City Manager. I want the community to feel comfortable. We thought this out, we thought it through. Again, there is no time where we're all going to be out of town. I just wanted to give you guys a chain of command. There is going to be a week that I'm going to be out of town.

MR. MORVAY: Don't take a ride on the same bus or go in a submarine.

CHIEF OF POLICE: Nothing like that. I believe that every one of these individuals listed here are capable, professional people, that have been here for a long time and certainly understand the workings of the city. John Rapp could have been number 3 but the police department is a tremendous liability when it comes down to a police chase or a shooting. I don't want to put that burden on these people that aren't familiar with working with the safety service. If something critical does happen, I don't want that burden on them. That why Weamer is in there. It's a formality. Communication is key, working together, each and every one of you.

MR. MORVAY: Council questions?

MR. NEFF: I applaud this. It was sent out and council could have discussed it but I think this should have been discussed by Council. I really think a lot of Lieutenant Ruiz. I'd like to see Patty on this as well. Everybody does a great job. She does a spectacular job.

CHIEF OF POLICE: No doubt, she does. Personalities are present and I just don't know that she would want it.

MR. NEFF: It's just my opinion.

CHIEF OF POLICE: I respect that.

MR. MORVAY: Residents any questions or concerns? Hearing none.

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

ITEM G: A Motion to authorize the City Manager to apply for F-1 and F-2 Permits as applicable from the Ohio Department of Commerce/Division of Liquor Control for Family Fun Night on September 21, 2023 and Fall Fest on September 9, 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 a full reading of the proposed Motion and authorize reading by title only.

MR. NACARATO: Second.

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

MR. DRAGISH: Mr. President, I have a Motion to Authorize the City Manager to Apply for F-1 and F-2 Permits as Applicable from the Ohio Department of Commerce/Division of Liquor Control for Family Fun Night on September 21, 2023 and Fall Fest on September 9, 2023. I move for passage.

MR. NACARATO: Second.

MR. MORVAY: Patty, the Rotary applied for an F-6 Permit, what is the F-1 and F-2 permit?

CLERK: The F-6 is because you're having wine. You can only have that on the north end of the Green.

MORVAY: Oh.

MR. TIECHE: I have a question with regards to the other dates. The September 21<sup>st</sup> and September 9<sup>th</sup> dates, who is going to be serving the liquor?

CHIEF OF POLICE: City employees.

MR. TIECHE: Mark is of the opinion that the F-1 and F-2 allows the city to actually sell liquor. I am not of that opinion. I am of the opinion that the city can authorize that to be on those properties but not to have the city be selling it. My personal opinion is, our employees should not be selling alcohol. I will be voting against the legislation.

CHIEF OF POLICE: With your concern and Mark not being here and I'm not comfortable speaking, we didn't have that conversation. Should we table it?

MR. TIECHE: Well, do we have enough time?

CHIEF OF POLICE: Mark will be back for the July 12<sup>th</sup> meeting.

MR. TIECHE: If the other members of council are in favor of it, then don't worry about it.

CHIEF OF POLICE: If they don't want to table it and they want to move forward, we'll certainly address your concern.

MR. MORVAY: We're authorizing the city manager to apply for F-1 and F-2 permits. We may have to get somebody else to serve it.

MR. DRAGISH: This is just for the application.

CHIEF OF POLICE: Yes.

MR. TIECHE: That's my only issue, city employees doing it. If we had another organization, if Rotary wanted to step up and do that, then we authorized that on city property. Clearly, F-1 and F-2 allows us to do that.

MR. MORVAY: I think Mr. Tieche brings up a good concern. I think we can still go forward with this. If it passes we have to look and see.....

CHIEF OF POLICE: This is simply applying for the permit. We'll definitely explore that. We certainly don't want to put us in a situation where we're doing something that we shouldn't be doing.

MR. MORVAY: Residents, questions? Hearing none.

## ROLL CALL ON MOTION:

4 Votes-Yes  
 1 Vote-No (Mr. Tieche)  
 Motion passes.  
 Motion 2023-11.

Under **COUNCIL COMMENTS:**

MR. TIECHE: I think I've made enough comments for this evening.

MR. NEFF: I just want to congratulate Rotary for keeping the gazebo work together and proceeding under lightning strikes and everything else. Have the community enjoy the longest day of the year.

MR. DRAGISH: Just looking forward to the 4<sup>th</sup> of July Parade coming up. Hopefully, everybody got the proper information in to the proper people. I got a call today because I forgot to sign something. I'm looking forward to that and looking forward to the next couple of weeks of celebration on our Green because it's always a good time. I think we get the most amount of people during that particular time. It's enjoyable to talk to people and see the good things that are happening in our community.

MR. NACARATO: Just a reminder that we're doing the ribbon cutting ceremony on the 17<sup>th</sup> of July and I encourage everyone to be there, starting at 6:00 pm. I want to thank the entire community and LED3 for all their work on the audio part of it and the entire community for getting behind us for the gazebo project. It was a successful project. The fundraising went well. We were able to pay for the whole thing through the fundraising. Come join us and let's celebrate.

MR. MORVAY: I know we don't get a lot of participants here in person to see council but I get a lot of comments from people that go online and watch these meetings I encourage you to do so. This is an important year, this year. We have an election coming up and 4 seats are up for grabs. If you've not been active in city government, I'd encourage you to be. Get the facts and vote. Thank you. This meeting is adjourned.

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 PRESIDENT OF COUNCIL

ATTEST:

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 CLERK OF COUNCIL