



COUNCIL OF THE CITY OF GARFIELD HEIGHTS

**COUNCIL CAUCUS @ 6:30 P.M.
REGULAR MEETING @ 7:00 P.M.
MONDAY, JANUARY 26, 2026**

1. INVOCATION/PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. READING & DISPOSAL OF MINUTES
4. WRITTEN COMMUNICATIONS TO COUNCIL
5. COMMITTEE REPORTS
6. REPORTS OF MAYOR AND DIRECTORS
7. COMMUNICATIONS FROM CITIZENS ON AGENDA
8. ORDINANCES AND RESOLUTIONS
9. COMMENTS BY CITIZENS
10. MISCELLANEOUS BUSINESS
11. ADJOURNMENT

ORDINANCE NO. 06-2026

AN ORDINANCE AUTHORIZING THE MAYOR AND/OR CHIEF OF POLICE TO APPLY FOR AND ACCEPT A GRANT FROM THE OHIO ATTORNEY GENERAL'S OFFICE FOR THE ACQUISITION OF A LIVESCAN FINGERPRINTING DEVICE FOR THE POLICE DEPARTMENT, AND DECLARING AN EMERGENCY

ORDINANCE NO. 07-2026

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH OHM ADVISORS TO PROVIDE PRIVATE SECTOR ENGINEERING REVIEW AND CONSTRUCTION SERVICES TO THE CITY OF GARFIELD HEIGHTS FOR A TERM BEGINNING ON JANUARY 1, 2026, AND ENDING ON DECEMBER 31, 2026, AND DECLARING AN EMERGENCY

ORDINANCE NO. 08-2026

AN ORDINANCE AUTHORIZING THE DISPOSAL OF AND, WHERE APPROPRIATE, THE EXCHANGE OF CERTAIN MUNICIPALLY OWNED PROPERTY

ORDINANCE NO. 09-2026

AN ORDINANCE TO AMEND APPROPRIATIONS FOR CURRENT EXPENDITURES FOR THE CITY OF GARFIELD HEIGHTS, OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2026, AND DECLARING AN EMERGENCY

ORDINANCE NO. 10-2026

AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A PROPOSAL FROM SNIDER RECREATION INC. TO PURCHASE AND INSTALL NEW PLAY EQUIPMENT AT VARIOUS CITY PARKS, AND DECLARING AN EMERGENCY

ORDINANCE NO. 11-2026

AN ORDINANCE ADOPTING UNIFORM GUIDANCE POLICIES FOR THE USE OF FEDERAL FUNDS, AND DECLARING AN EMERGENCY

ORDINANCE NO. 12-2026

AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF GARFIELD HEIGHTS AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 340, AND DECLARING AN EMERGENCY

RESOLUTION NO. 08-2026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO APPLY FOR AND ACCEPT THE CUYAHOGA COUNTY SOLID WASTE DISTRICT 2026 COMMUNITY RECYCLING AWARENESS GRANT, AND DECLARING AN EMERGENCY

RESOLUTION NO. 09-2026

A RESOLUTION HONORING AND CONGRATULATING BRYANTA SPENCER FOR WINNING THE “SOCIAL WORKER OF THE YEAR” AWARD

RESOLUTION NO. 10-2026

A RESOLUTION RECOGNIZING JANUARY AS THYROID AWARENESS MONTH IN THE CITY OF GARFIELD HEIGHTS

GARFIELD HEIGHTS CITY COUNCIL

WARD 1: COUNCILWOMAN STACEY COLLIER
WARD 2: COUNCILWOMAN TENISHA MACK
WARD 3: COUNCILMAN MARK SMITH
WARD 4: COUNCILMAN AVERY JOHNSON
WARD 5: COUNCILWOMAN RACHELLE TONSING
WARD 6: COUNCILMAN CLIFFORD KELLEY
WARD 7: COUNCILWOMAN JENNIFER NEWRONES
COUNCIL PRO TEM: RACHELLE TONSING
PRESIDENT OF COUNCIL: AVERY JOHNSON
CLERK OF COUNCIL: LOTTIE OVERBY

NEXT COUNCIL MEETING IS SCHEDULED FOR MONDAY, FEBRUARY 9, 2026 AT 7 P.M.

ORDINANCE NO.: 06-2026

SPONSORED BY: MAYOR MATTHEW A. BURKE

AN ORDINANCE AUTHORIZING THE MAYOR AND/OR CHIEF OF POLICE TO APPLY FOR AND ACCEPT A GRANT FROM THE OHIO ATTORNEY GENERAL'S OFFICE FOR THE ACQUISITION OF A LIVESCAN FINGERPRINTING DEVICE FOR THE POLICE DEPARTMENT, AND DECLARING AN EMERGENCY

WHEREAS, the Ohio Attorney General's Office periodically makes grant funds available to local law enforcement agencies to enhance public safety operations and improve criminal justice efficiency; and

WHEREAS, the City of Garfield Heights Police Department seeks to apply for grant funding through the Ohio Attorney General's Office for the acquisition of a LiveScan fingerprinting device, which will modernize fingerprint collection, improve accuracy, and expedite criminal processing; and

WHEREAS, the current LiveScan device used by the Police Department is 15 years old and has reached the end of its useful life; and

WHEREAS, the grant program for which the Police Department intends to apply does not require any local matching funds and imposes no financial obligation upon the City beyond compliance with grant terms; and

WHEREAS, City Council desires to authorize the necessary officials to apply for and accept said grant to promote public safety and operational efficiency within the Police Department.

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Garfield Heights, County of Cuyahoga, State of Ohio, that:

SECTION 1. The Mayor and/or Chief of Police, or their designees, are hereby authorized to apply for and accept a grant from the Ohio Attorney General's Office for the purpose of acquiring a LiveScan fingerprinting device and any associated software necessary for its operation.

SECTION 2. Council declares this Ordinance to be an emergency measure necessary for the preservation of the public health, safety and welfare; therefore, this Ordinance shall be in full force and effect immediately upon the adoption by Council and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED: _____

APPROVED: _____
MAYOR

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

EFFECTIVE DATE: _____

ORDINANCE NO.: 07-2026

SPONSORED BY: MAYOR MATTHEW A. BURKE

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH OHM ADVISORS TO PROVIDE PRIVATE SECTOR ENGINEERING REVIEW AND CONSTRUCTION SERVICES TO THE CITY OF GARFIELD HEIGHTS FOR A TERM BEGINNING ON JANUARY 1, 2026, AND ENDING ON DECEMBER 31, 2026, AND DECLARING AN EMERGENCY

WHEREAS, the Council of the City of Garfield Heights has deemed it to be in the best interest of the City of Garfield Heights (“City”) to enter into an agreement with OHM Advisors to provide private sector engineering review and construction services to the City.

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Garfield Heights, County of Cuyahoga, State of Ohio, that:

SECTION 1. The Mayor is hereby authorized and directed to enter into an agreement (attached hereto as Exhibit A and incorporated as if fully written within) with OHM Advisors to provide private sector engineering review and construction services to the City of Garfield Heights for a term beginning on January 1, 2026 and ending on December 31, 2026, at a cost not to exceed \$20,000.00.

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purposes stated in Section 1., hereof, said vouchers to be charged to the appropriate fund.

SECTION 3. Council declares this Ordinance to be an emergency measure necessary for the preservation of the public health, safety and welfare; therefore, this Ordinance shall be in full force and effect immediately upon the adoption by Council and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED: _____

APPROVED: _____
MAYOR

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

EFFECTIVE DATE: _____



ARCHITECTS. ENGINEERS. PLANNERS.

January 7, 2026

Mayor Matt Burke
City of Garfield Heights
5407 Turney Road
Garfield Heights, OH 44125

RE: Private Sector Construction Services
Proposal # 26001

Dear Mayor Burke:

The following scope of services, price proposal, and project schedule represent our understanding of the project, based upon prior discussions, meetings, and/or additional project information made available at the time of this proposal. Should you have any questions, please let us know.

Proposal Outline

Proposal Outline.....	1
Project Understanding.....	2
Scope of Services.....	2
Price Proposal.....	2
Client Responsibilities	2
Contract Terms.....	2
Terms & Conditions.....	2

Sincerely,
OHM Advisors

Authorization to Proceed

A handwritten signature in blue ink, appearing to read "James Sickels".

James Sickels
Project Manager
James.sickels@ohm-advisors.com
D: 330.913.1050 C: 330.338.5349

Signature

Date

A handwritten signature in blue ink, appearing to read "Josh Slaga".

Josh Slaga, PE
Principal
Josh.slaga@ohm-advisors.com

Printed Name

Title



Project Understanding

The purpose of this contract is to support and supplement the daily needs of the City of Garfield Heights as broadly outlined below. The City's primary point of contact with OHM will be James Sickels. When requested, OHM will provide engineering construction services for private projects.

Scope of Services

Any/all services listed below will be performed at the request and direction of the City of Garfield Heights. Additional technical services, not specifically outlined or anticipated below, can also be performed under this contract.

Task #1 **Private Sector Construction Services**

- Example services include, but not limited to:
 - Attend pre-construction and progress meetings (if necessary)
 - Respond to RFI's (Request For Information)
 - Provide the following staff when requested:
 - Construction Inspector
 - Field Client Representative
 - Construction Engineer

Price Proposal

Services provided by this Private Sector Construction Services Contract shall be invoiced hourly, at OHM standard hourly rate (updated annually) at a not-to-exceed fee of \$20,000.

Phase/Task	Cost
Task 400 – Private Sector Construction Services	\$20,000

Client Responsibilities

City of Garfield Heights will provide a single point of contact to OHM Advisors who is knowledgeable about the project's needs and desired outcomes.

Contract Terms

Contract term shall be January 1, 2026 to December 31, 2026.

Terms & Conditions

The Terms and Conditions contained in the Annual Engineering contract per ordinance number 03-2025 shall also apply to this contract.



FISCAL OFFICER'S CERTIFICATION

Date: January 26, 2026

Ordinance 07-2026

It is hereby certified that the amount, or estimated amount, identified as follows:

Not to exceed \$20,000.00

Required to meet the contract, agreement, obligation, payment or expenditure, identified in the attached ordinance or resolution, has been, or is now being, lawfully appropriated or authorized or directed for such purchase and is in the Treasury of the City, or is in the process of collection to the credit of fund, or funds identified as follows:

#101 General Fund

and is free from any obligation, encumbrance, or certification now outstanding.

Barbara Biro

Fiscal Officer/Finance Director

ORDINANCE NO.: 08-2026

SPONSORED BY: MAYOR MATTHEW A. BURKE

AN ORDINANCE AUTHORIZING THE DISPOSAL OF AND,
WHERE APPROPRIATE, THE EXCHANGE OF CERTAIN
MUNICIPALLY OWNED PROPERTY

WHEREAS, pursuant to Section 129.02 of the Codified Ordinances of the City of Garfield Heights, various departmental Directors of the City have determined that certain municipally owned properties are no longer needed for municipal uses or have become unsuitable for such uses; and

WHEREAS, the Mayor of the City of Garfield Heights, also pursuant to Section 129.02 of the Codified Ordinances, has approved this determination in writing; and

WHEREAS, the City of Garfield Heights intends to utilize the GovDeals Online Auction Site for the disposal of the various items identified herein as authorized pursuant to Ordinance 81-2010; and

WHEREAS, the Garfield Heights Police Department may also exchange certain equipment for replacement or upgraded equipment when such exchanges are in the best interest of the City.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GARFIELD HEIGHTS, OHIO, THAT:

SECTION 1. Pursuant to Section 129.02 of the Codified Ordinances of the City of Garfield Heights, this Council hereby approves the disposal or, where appropriate, the exchange of the following municipally owned property which has been determined by the respective Directors to be no longer needed for municipal use or to be unsuitable for such use, and which determinations have been approved by the Mayor in writing:

EQUIPMENT

1. Police Department Body Cameras – BC-03 and Camera Docs Gen 3
2. Fire Equipment Misc. portable equipment, hand tools and other items.

SECTION 2. The Finance Director is hereby authorized and directed to post the items identified herein for disposal/sale through the GovDeals Public Auction on-line system pursuant to the agreement entered into with GovDeals under Ordinance 81-2010 and in accordance with Section 129.02 of the Codified Ordinances.

SECTION 3. The Chief of Police, or the Chief's designee, is hereby authorized to exchange police equipment identified herein for replacement or upgraded equipment, when such exchange is determined to be in the best interest of the City and consistent with applicable law and City policies.

SECTION 4. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

APPROVED: _____
MAYOR

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

EFFECTIVE DATE: _____

ORDINANCE NO.: 09-2026

SPONSORED BY: MAYOR MATTHEW A. BURKE

CO-SPONSORED BY: ALL OF COUNCIL

APPROPRIATION ORDINANCE:

AN ORDINANCE TO AMEND APPROPRIATIONS FOR CURRENT EXPENDITURES FOR THE CITY OF GARFIELD HEIGHTS, OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2026, AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Garfield Heights, Ohio, THAT:

SECTION 1. To provide for current expenditures of the City of Garfield Heights, Ohio, during the Fiscal Year ending December 31, 2026 the sum in the cumulated appropriations thereof be and they are hereby set aside and appropriated as hereinafter set forth.

CUMULATED APPROPRIATIONS

COMMUNITY DEVELOPMENT BLOCK GRANT FUND	257,500.00
MUNICIPAL COURT PROBATION SERVICES FUND	134,000.00
TOTAL APPROPRIATIONS	391,500.00

SECTION 2. That there be appropriated from the COMMUNITY DEVELOPMENT BLOCK GRANT FUND for the following purposes:

COMMUNITY DEVELOPMENT BLOCK GRANT FUND

COMMUNITY DEVELOPMENT	
Contractual Services	5,000.00
Supplies & Materials	2,500.00
Capital Outlay	250,000.00
Refunds & Reimbursements	-
TOTAL EXPENDITURES - COMMUNITY DEVELOPMENT	257,500.00

SECTION 3. That there be appropriated from the MUNICIPAL COURT PROBATION SERVICE FUND for the following purposes:

MUNICIPAL COURT PROBATION SERVICE FUND

MUNICIPAL COURT PROB. SERVICE FUND	
Personal Services	55,000.00
Personnel Benefits	9,750.00
Contractual Services	4,000.00
Supplies & Materials	-
Intergovernmental	65,250.00
Capital Outlay	-
TOTAL EXPENDITURES - MUNICIPAL COURT PROB. SERVICE FUND	134,000.00

SECTION 4. This Ordinance is hereby declared to be an emergency measure necessary for the peace, health, and welfare of the citizens of the City of Garfield Heights, Ohio, and for daily operation of the Municipal Departments and shall be in full force from and after its passage and approval by the Mayor otherwise, after the earliest period allowed by law.

PASSED: _____

APPROVED: _____
MAYOR PRESIDENT OF COUNCIL

ATTEST: _____ EFFECTIVE DATE: _____
CLERK OF COUNCIL

ORDINANCE NO.:

10-2026

SPONSORED BY:

MAYOR MATTHEW A. BURKE

AN ORDINANCE AUTHORIZING THE MAYOR OR HIS
DESIGNEE TO ACCEPT A PROPOSAL FROM SNIDER
RECREATION INC. TO PURCHASE AND INSTALL NEW
PLAY EQUIPMENT AT VARIOUS CITY PARKS, AND
DECLARING AN EMERGENCY

WHEREAS, the City of Garfield Heights (“City”) has applied for and received funding from Cuyahoga County’s ARPA Community Grant Fund for the Garfield Heights Park Equipment Upgrade project (“Project”) in an amount not to exceed \$250,000; and

WHEREAS, in Ordinance 38-2025, the Council authorized the Mayor or his designee to accept said ARPA funding award; and

WHEREAS, as part of the Project, the City desires to remove existing play equipment and surfacing, and to purchase and install new playground equipment and surfacing at Crudele Park, Donovan Park, Forestdale Park, Debelak Park, and Hy Court Park; and

WHEREAS, the playground equipment proposed for this Project is manufactured by BCI Burke and is available through the Ohio State Term Schedule Contract No. 011008; and

WHEREAS, the City has received a proposal from Snider Recreation Inc. for the purchase and installation of the equipment and related improvements.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Garfield Heights, County of Cuyahoga, State of Ohio, that:

SECTION 1. The Mayor, or his designee, is hereby authorized to accept the proposal, attached hereto as Exhibit A, from Snider Recreation Inc., at a cost not to exceed \$252,549.00.

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purposes stated in Section 1 hereof, said vouchers to be charged to the appropriate fund.

SECTION 3. Council declares this Ordinance to be an emergency measure necessary for the immediate preservation and protection of the public peace, health, safety, and general welfare of the inhabitants of the City of Garfield Heights. This Ordinance shall take effect and be in full force immediately upon its adoption by this Council, and approval by the Mayor, otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

APPROVED: _____
MAYOR

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

EFFECTIVE DATE: _____

Snider Recreation, Inc

10139 Royalton Rd, Suite K
North Royalton, OH 44133



440-877-9151
Fax 440-877-9159

City of Garfield Heights
5411 Turney Road
Garfield Heights, OH 44125

Subject: 2026 Playground project for several City Parks

Paul,

Thank you for the opportunity to provide playground equipment for the City of Garfield Heights. Please know that the BCI Burke play equipment that is being provided for on this project is on the Ohio STS contract # 011008. Snider Recreation is the authorized dealer for the BCI Burke play equipment. The play equipment that will be provided is detailed in the below Sales Orders.

Sales Order 9858 for \$87,935.00
Sales Order 9859 for \$90,769.00
Sales Order 9860 for \$40,822.00
Sales Order 9861 for \$21,911.00
Sales Order 9862 for \$11,112.00

Total of \$252,549.00

If you have any questions please feel free to contact our offices.

Thank you,

Jeff Snider
President
Snider Recreation
440-877-9151



Snider Recreation Inc.

10139 Royalton Road, Suite K
North Royalton, OH 44133

www.cvsnider.com

info@cvsnider.com

Ph (440)877-9151 Fx (440)877-9159

Toll Free 800-888-2889

Sales Order

Date	S.O. No.
10/2/2025	9858

Name / Address
City of Garfield Heights Paul Birk 5411 Turney Road Garfield Heights, OH 44125

Project Location
City of Garfield Heights Crudele Park David Rd Garfield Hts, OH 44125

Terms	Rep	P.O. No.	Customer Phone	Est Ship Date	Tax Exempt Number	County
*Due on Rec...	JS		216-475-7272 ext – 42	11/21/2025		Cuyahoga
Item	Description			Qty	Rate	Amount
	Crudele Park					
Design	BCI Burke Design127-189759-2			1	38,335.00	38,335.00
Installation	Installation of Equipment which includes necessary demo			1	11,000.00	11,000.00
Surfacing	Certified Engineered Wood Fiber Safety Surfacing			1	12,000.00	12,000.00
SRI	2026 Price Increase			1	2,000.00	2,000.00
	Subtotal EST_15474R					63,335.00
570-2696	Duckling Rocker			1	1,400.00	1,400.00
560-0073	Nido Spinner			1	4,200.00	4,200.00
560-2735	ARO SPINNING CHAIR			1	1,500.00	1,500.00
590-0180	Funnel Ball			1	1,500.00	1,500.00
BCI Burke	Rope Tunnel			1	11,000.00	11,000.00
Installation	Installation of Equipment			1	5,000.00	5,000.00
	Subtotal EST_17099					24,600.00

FEIN 46-5631661



Snider Recreation Inc.

10139 Royalton Road, Suite K
North Royalton, OH 44133

www.cvsnyder.com

info@cvsnyder.com

Ph (440)877-9151 Fx (440)877-9159

Toll Free 800-888-2889

Sales Order

Date	S.O. No.
10/2/2025	9859

Name / Address
City of Garfield Heights Paul Birk 5411 Turney Road Garfield Heights, OH 44125

Project Location
City of Garfield Heights Donovan Park Vista & Birchwood Ave Garfield Hts, OH 44125

Terms	Rep	P.O. No.	Customer Phone	Est Ship Date	Tax Exempt Number	County
*Due on Rec...	JS		216-475-7272 ext – 42	11/21/2025		Cuyahoga
Item	Description			Qty	Rate	Amount
	Donovan Park					
Design	BCI Burke Design127-189758-2			1	22,493.00	22,493.00
Installation	Installation of Equipment which includes necessary demo			1	7,000.00	7,000.00
Surfacing	Certified Engineered Wood Fiber Safety Surfacing			1	18,000.00	18,000.00
SRI	2026 Price Increase			1	1,200.00	1,200.00
	Subtotal EST_15473R					48,693.00
590-0180	Funnel Ball			1	1,500.00	1,500.00
BB-3455	Rockit Climber			1	8,200.00	8,200.00
BCI Burke	Upgrade freestanding slide to NU-3794			1	14,376.00	14,376.00
BCI Burke	Rope Tunnel			1	11,000.00	11,000.00
Installation	Installation of Equipment			1	7,000.00	7,000.00
	Subtotal EST_17100					42,076.00

FEIN 46-5631661



Snider Recreation Inc.

10139 Royalton Road, Suite K
North Royalton, OH 44133

www.cvsnider.com

info@cvsnider.com

Ph (440)877-9151 Fx (440)877-9159

Toll Free 800-888-2889

Sales Order

Date	S.O. No.
10/2/2025	9860

Name / Address
City of Garfield Heights Paul Birk 5411 Turney Road Garfield Heights, OH 44125

Project Location
Garfield Hts. Parks Forestdale Park 13154 Forestdale Garfield Hts, OH 44125

Terms	Rep	P.O. No.	Customer Phone	Est Ship Date	Tax Exempt Number	County
*Due on Rec...	JS		216-475-7272 ext – 42	11/21/2025		Cuyahoga
Item	Description			Qty	Rate	Amount
	Forestdale Park					
Design	BCI Burke Design127-189760-2			1	18,722.00	18,722.00
Installation	Installation of Equipment which includes necessary demo			1	5,500.00	5,500.00
SRI	2026 Price Increase			1	1,000.00	1,000.00
	Subtotal EST_15475R					25,222.00
BB-1926	Rockit Climber			1	12,600.00	12,600.00
Installation	Installation of Equipment			1	3,000.00	3,000.00
	Subtotal EST_17098					15,600.00

FEIN 46-5631661



Snider Recreation Inc.

10139 Royalton Road, Suite K
North Royalton, OH 44133

www.cvsnyder.com

info@cvsnyder.com

Ph (440)877-9151 Fx (440)877-9159

Toll Free 800-888-2889

Sales Order

Date	S.O. No.
10/2/2025	9861

Name / Address
City of Garfield Heights Paul Birk 5411 Turney Road Garfield Heights, OH 44125

Project Location
Garfield Heights Debelak Park 12200 Granger Road Garfield Hts, OH 44125

Terms	Rep	P.O. No.	Customer Phone	Est Ship Date	Tax Exempt Number	County
*Due on Rec...	JS		216-475-7272 ext – 42	11/21/2025		Cuyahoga
Item	Description			Qty	Rate	Amount
	Debelak Park					
560-2680	14' X 18' X 10' SHADEPLAY MAXHIP SHADE INGROUND			1	6,600.00	6,600.00
580-1393	Square Pedestal Table			3	2,000.00	6,000.00
Installation	Installation of Equipment			1	5,000.00	5,000.00
	Subtotal EST_17097					17,600.00
580-0172	6' Inground Mount Bench with Back			4	784.00	3,136.00
Installation	Installation of Equipment			1	1,000.00	1,000.00
SRI	2026 Price Increase			1	175.00	175.00
	Subtotal EST_15476R					4,311.00

FEIN 46-5631661



Snider Recreation Inc.

10139 Royalton Road, Suite K
North Royalton, OH 44133

www.cvsnyder.com
info@cvsnyder.com

Ph (440)877-9151 Fx (440)877-9159
Toll Free 800-888-2889

Sales Order

Date	S.O. No.
10/2/2025	9862

Name / Address
City of Garfield Heights Paul Birk 5411 Turney Road Garfield Heights, OH 44125

Project Location
City of Garfield Heights Hy Court Park E131st & McCracken Garfield Hts, OH 44125

Terms	Rep	P.O. No.	Customer Phone	Est Ship Date	Tax Exempt Number	County
*Due on Rec...	JS		216-475-7272 ext – 42	11/21/2025		Cuyahoga
Item	Description			Qty	Rate	Amount
	Hy Court Park					
580-0176	6' Picnic Table; portable			1	1,512.00	1,512.00
Installation	Installation			1	500.00	500.00
Surfacing	Certified Engineered Wood Fiber Safety Surfacing			1	9,000.00	9,000.00
SRI	2026 Price Increase			1	100.00	100.00

FEIN 46-5631661



FISCAL OFFICER'S CERTIFICATION

Date: January 26, 2026

Ordinance 10-2026

It is hereby certified that the amount, or estimated amount, identified as follows:

\$250,000.00 - \$2,549.00

Required to meet the contract, agreement, obligation, payment or expenditure, identified in the attached ordinance or resolution, has been, or is now being, lawfully appropriated or authorized or directed for such purchase and is in the Treasury of the City, or is in the process of collection to the credit of fund, or funds identified as follows:

#216 Community Development Fund
#207 Recreation Fund

and is free from any obligation, encumbrance, or certification now outstanding.

Barbara Biro

Fiscal Officer/Finance Director

ORDINANCE NO.: 11-2026

SPONSORED BY: MAYOR MATTHEW A. BURKE

AN ORDINANCE ADOPTING UNIFORM GUIDANCE POLICIES
FOR THE USE OF FEDERAL FUNDS, AND DECLARING AN
EMERGENCY

WHEREAS, the City of Garfield Heights may receive Federal grant funds directly and through pass-through entities; and

WHEREAS, the use of Federal funds by the City is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth in 2 C.F.R. Part 200 ("Uniform Guidance"); and

WHEREAS, as a matter of prudent fiscal policy, it is the objective of the City to comply with the Uniform Guidance; and

WHEREAS, City Administration has prepared comprehensive Use of Federal Funds Policies to ensure compliance with applicable Federal requirements and to promote accountability, transparency, and sound fiscal management; and

WHEREAS, it is in the best interests of the City to formally adopt these policies to ensure ongoing compliance with Federal law and audit standards.

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Garfield Heights, Ohio, County of Cuyahoga, State of Ohio that:

SECTION 1. The Use of Federal Funds Policies, attached hereto and incorporated herein as Exhibit A, are hereby adopted as the official policies of the City of Garfield Heights governing the administration and use of Federal grant funds.

SECTION 2. The Mayor, Finance Director, and all City departments are authorized and directed to implement and comply with the policies set forth in Exhibit A in connection with all Federal awards.

SECTION 3. Council declares this Ordinance to be an emergency measure necessary for the preservation of the public health, safety and welfare; therefore, this Ordinance shall be in full force and effect immediately upon the adoption by Council and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED: _____

APPROVED: _____
MAYOR

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

EFFECTIVE DATE: _____



City of Garfield Heights, Ohio Use of Federal Funds Policies

Table of Contents

- I. Cost Principals and Spending of Federal Funds
- II. Cash Management of Federal Grants
- III. Program Income Related to Federal Grant Funds
- IV. Internal Controls Over Federal Awards
- V. Procurement with Federal Funds
- VI. Time and Effort Reporting for Federal Awards
- VII. Documentation of Personnel Expenses

I. Cost Principles and Spending of Federal Funds

Purpose

It is the objective of the City to comply with 2 C.F.R. Part 200 Subpart E – *Cost Principles*. The City is responsible for the efficient and effective administration of grant funds through the application of sound management practices. Federal grant funds will be administered in a manner consistent with all applicable Federal, State and local laws, in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award. The City, through the combination of employees, facilities and experience, has the primary responsibility for employing whatever form of sound organization and management techniques may be necessary in order to assure proper and efficient administration of any Federal monetary award.

Cost Principal Guidelines

- a. While Federal regulations do not provide specific descriptions of what satisfies the "necessary" element beyond its inclusion in the reasonableness analysis above, whether a cost is necessary is determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. A key aspect in determining whether a cost is necessary is whether the City can demonstrate that the cost addresses an existing need.
- b. A cost is allocable to the Federal award if the goods or services involved are chargeable or assignable to the Federal award in accordance with the relative benefit received. This standard is met if the cost:
 - i. Is incurred specifically for the Federal award;
 - ii. Benefits both the Federal award and other work of the non-Federal entity and can be distributed in proportions that may be approximated using reasonable methods; and
 - iii. Is necessary to the overall operation of the non-Federal entity and is assignable in part to the Federal award in accordance with the principles in this subpart.
- c. Except where otherwise authorized by statute, costs will meet the following general criteria in order to be allowable under Federal awards:
 - i. To determine whether a cost is reasonable (2 C.F.R. §200.404), consideration will be given to:
 - 1. Whether a cost is a type generally recognized as ordinary and necessary for the operation of the City or the proper and efficient performance of the Federal award;

2. The restraints or requirements imposed by such factors as using sound business practices, done arm's length bargaining, following Federal, State, local, and other laws and regulations;
 3. Market prices for comparable goods or services for the geographic area; and
 4. Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities.
- ii. When determining whether a cost is necessary, consideration may be given whether:
1. The cost is needed for the proper and efficient performance of the grant program;
 2. The cost is identified in the approved budget or application;
 3. There is an educational benefit associated with the cost;
 4. The cost aligns with identified needs based on results and findings from a needs assessment; and
 5. The cost addresses program goals and objectives and is based on program data.
- d. Conform to any limitations or exclusions set forth as cost principles in 2 C.F.R. Part 200 or in the terms and conditions of the Federal award grantor.
- e. Be consistent with policies and procedures that apply uniformly to both Federally-financed and other activities of the City.
- f. Be afforded consistent treatment. A cost cannot be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been assigned as an indirect cost under another award.
- g. Be determined in accordance with cash basis, modified cash basis, or accrual accounting practices as principals as required by the Federal award grantor.
- h. Be representative of actual cost, net of all applicable credits or offsets.
- i. Be not included as a match or cost-share, unless the specific Federal program authorizes Federal costs to be treated as such.

- j. Be adequately documented:
 - i. In the case of personal services, the City will implement a system for City personnel to account for time and efforts expended on grant funded programs to assure that only permissible personnel expenses are allocated; and
 - ii. In the case of other costs, all receipts and other invoice materials will be retained, along with any documentation identifying the need and purpose for such expenditure if not otherwise clear following the city's record retention schedule.

Selected Items of Cost

- a. The City will follow the rules for selected items of cost at 2 C.F.R. Part 200.420 – 200.475, Subpart E when charging these specific expenditures to a Federal grant.
- b. When applicable, City staff will check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, State, City, and program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and City personnel will follow those rules as well.

Cost Compliance

- a. The City will require that grant program funds are expended and are accounted for consistent with the requirements of the specific program and as identified in the grant application.
- b. Compliance monitoring includes accounting for direct or indirect costs and reporting them as permitted or required by each grant.

Timely Obligation of Funds

- a. Obligations are orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period (2 C.F.R. §200.71).

Period of Performance

- a. All obligations must occur on or between the beginning and ending dates of the grant project. This period of time is known as the period of performance.
- b. The period of performance is dictated by statute and will be indicated in the Grant Award Notification ("GAN"). As a general rule, State-administered Federal funds are available for obligation within the year for which Congress appropriates the funds. For direct grants, the period of performance is generally identified in the GAN.

- c. In the case of a State-administered grant, obligations under a grant may not be made until the grant funding period begins or all necessary materials are submitted to the granting agency, whichever is later. In the case of a direct grant, obligations may begin when the grant is, unless an agreement exists with the pass-through entity to reimburse for pre-approval expenses.
- d. For both State-administered and direct grants, regardless of the period of availability, the City will liquidate all obligations incurred under the award not later than ninety (90) calendar days after the end of the funding period unless an extension is authorized (2 C.F.R. §200.343). Any funds not obligated within the period of performance or liquidated within the appropriate timeframe are said to lapse and will be returned to the awarding agency. Consequently, the City will closely monitor grant spending throughout the grant cycle.

II. Cash Management of Federal Grants

Purpose

It is the objective of the City to comply with 2 C.F.R. §200.305 and to minimize the time elapsing between the transfer of funds from the federal government or the pass-through entity to the City.

Guidelines

- a. The City's payment methods must minimize the amount of time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and disbursement by the City, regardless of whether the payment is made by electronic fund transfer, or issuance or redemption of checks, warrants, or payment by other means.
- b. The City must use forms and procedures required by the grantor agency or pass-through entity to request payment. The City will request grant fund payments in accordance with the provisions of the grant. In addition, the City's financial management systems will meet the standards for fund control and accountability as established by the awarding agency.
- c. The City is authorized to, but not required to, submit requests for advance payments and reimbursements up to at least monthly when electronic fund transfers are not used, and as often as deemed appropriate when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

Cash Advances

- a. When the City uses a cash advance payment method, the following standards apply:
 - i. The timing and amount of the advance payments requested will be as close as is administratively feasible to the actual disbursement for direct program or project costs and the proportionate share of any allowable indirect costs;
 - ii. The City will make timely required payments to contractors in accordance with contract provisions;
 - iii. If applicable, and to the extent available, the City will disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments;
 - iv. The City will account for the receipt, obligation, and expenditure of funds;
 - v. Advance payments will be deposited and maintained in insured accounts whenever possible; and
 - vi. Advance payments will be maintained in interest bearing accounts unless the following apply:
 1. The City receives less than \$25,000 in Federal awards per year;
 2. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$1,000 per year on Federal cash balances;
 3. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources;
 4. A foreign government or banking system prohibits or precludes interest bearing accounts; and
 5. The timing of the spending of the federal funds will happen quickly and minimal interest would be earned.

Interest Earned on Federal Funds & Administration Costs

- a. Interest earned amounts up to \$500 per year may be retained by the City for administrative expense if permitted by the grantor. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Federal awarding agency in accordance with 2 C.F.R. §200.305.

III. Program Income Related to Federal Grant Funds

Purpose

It is the objective of the City to comply with 2 C.F.R. §200.307 while attempting to earn income to defray program costs where appropriate.

Program Income

- a. Program income means gross income earned by a grant recipient that is directly generated by a supported activity or earned as a result of the Federal award during the grant's period of performance. It includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds.
- b. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them. Additionally, taxes, special assessments, levies, fines, and other such revenues raised by a recipient are not program income unless the revenues are specifically identified in the Federal award or Federal awarding agency regulations as program income. Proceeds from the sale of real property, equipment or supplies are not program income.
- c. Unless it has received prior approval to use a different method or the terms and conditions of the grant authorize a different method, the City uses the deduction method of accounting for program income. Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the City is otherwise directed by the Federal awarding agency or pass-through entity. For example, the sponsored award amount was \$200,000. \$20,000 of program income is earned. The program income is used to off-set the award amount from the grantor and reduces the award amount to \$180,000. The total available funds for the project remain at \$200,000 (\$180,000 from the grantor and \$20,000 from the program income earned.)

IV. Internal Controls Over Federal Awards

Purpose

It is the objective of the City to comply with 2 C.F.R. §200.303 – *Internal Controls*. The City will establish and maintain effective internal controls over Federal awards that provide reasonable assurance that the City is managing all awards in compliance with applicable statutes, regulations, and the terms and conditions of the awards. The City will have a process that provides reasonable

assurance regarding the achievement of the objectives in the following categories:

- a. Effectiveness and efficiency of operations.
- b. Reliability of reporting for internal and external use.
- c. Compliance with applicable laws and regulations.

Guidelines

- a. The City will comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- b. The City will evaluate and monitor its compliance with statutes, regulations, and the terms and conditions of the award.
- c. The City will take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- d. The City will identify all federal awards received and understand and comply with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Federal Uniform Guidance.
- e. The City will take reasonable measures to safeguard protected “personally identifiable information” (PII) and other information the awarding agency or pass-through entity designated as sensitive or the City considers sensitive consistent with applicable Federal, State, and local laws and City policies regarding privacy and obligations of confidentiality. PII is defined at 2 C.F.R. 200.79 as “information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.” However, the definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by- case assessment of the specific risk that an individual can be identified.

V. Procurement with Federal Funds

Purpose

It is the objective of the City to maintain a procurement and contract administration system in accordance with the “Procurement Standards” set forth in 2 C.F.R. 200.317-.326 for the administration and management of federal grants and federal funded programs.

Guidelines

- a. Procurement of all supplies, materials, equipment, and services paid for with federal funds or City matching funds will be made in accordance with all applicable federal, state, and local statutes and/or regulations, the terms and conditions of the federal grant, and Council policy.
- b. The City will avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. To foster greater economy and efficiency, the City may enter into state and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.
- c. City personnel responsible for procurement must be free from personal conflicts of interest as well as organizational conflicts of interest.

Competition

- a. All procurement transactions will be conducted in a manner that encourages full and open competition. In order to ensure objective contractor performance and eliminate unfair competitive advantage, the City will exclude any contractor that has developed or drafted their own specifications for the project, requirements, statements of work, or invitations for bids or requests for proposals from competition for such procurements.
- b. Some of the situations considered to be restrictive of competition include, but are not limited to:
 1. Placing unreasonable requirements on firms in order for them to qualify to do business;
 2. Requiring unnecessary experience and excessive bonding requirements;
 3. Noncompetitive contracts to consultants that are on retainer contracts;
 4. Noncompetitive pricing practices between firms or between affiliated

companies;

5. Organizational conflicts of interest;
 6. Specifying only a 'brand name' product instead of allowing for an "equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
 7. Any arbitrary action in the procurement process.
- c. The City will not use statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except where an applicable federal statute expressly mandates or encourages a geographic preference. When the City is contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- d. If the City uses a pre-qualified list of persons, firms or products to acquire goods and services, such list will include enough qualified sources as to ensure maximum open and free competition.

Solicitation Language

- a. All solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description will not, in competitive procurements, contain features which unduly restrict competition.
- b. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, will set forth those minimum essential characteristics and standards to which it will conform if it is to satisfy its intended use. Detailed product specifications in solicitation language should be avoided if at all possible.
- c. However, when it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which will be met by offers will be clearly stated; and identify all requirements which the offerors will fulfill and all other factors to be used in evaluating bids or proposals.

Procurement Methods

The City will utilize one of the following methods of procurement:

- a. Micro-Purchases
 - i. The aggregate dollar amount does not exceed the threshold established in 2 C.F.R. §200.320(a)(1). To the extent practicable, the City will distribute such purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive bids if the City Council considers the price reasonable.
- b. Simplified Acquisitions
 - i. The aggregate dollar amount of the purchase is between the micro-purchase threshold and the simplified acquisition threshold of \$350,000, with the exception of contract subject to ORC 735.05 which require sealed bid procedures. Simplified acquisitions require that price or rate quotations will be obtained from an adequate number of qualified sources.
- c. Formal Procurement
 - i. Sealed bids are required to be used for firm fixed price contracts over the simplified acquisition threshold (\$350,000) and is the preferred method for construction projects. Bids are solicited from an adequate number of known suppliers, which cannot be less than two responsible bidders. The City will solicit bids in accordance with ORC 735.05.
 - ii. In order for sealed bidding to be feasible, the following conditions will be present:
 - 1. A complete, adequate and realistic specification or purchase description is available;
 - 2. Two or more responsible bidders are willing and able to compete effectively for the business; and
 - 3. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
 - iii. If sealed bids are used, the following requirements apply:
 - 1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids and the invitation for bids must be publicly advertised;

2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
3. All bids will be opened at the time and place prescribed in the invitation for bids and the bids must be opened publicly;
 - A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
4. Any or all bids may be rejected if there is a sound and clear documented reason.

d. Competitive Proposals

- i. Procurement by competitive proposal is conducted with an adequate number of qualified sources submitting an offer and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method.
- ii. If this method is used, the following requirements apply:
 1. Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to the publicized requests for proposals will be considered to the maximum extent practical;
 2. Proposals will be solicited from an adequate number of sources;
 3. The City will use its written method for conducting technical evaluations of the proposals received and for selecting recipients;
 4. Contracts will be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 5. The City may use competitive proposal procedures for qualifications- based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where

price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

e. Noncompetitive Procurement

- i. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
- ii. The item is available only from a single source;
- iii. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- iv. The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the City; and
- v. After solicitation of a number of sources, competition is determined to be inadequate.

Suspension and Debarment

The Council will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions will be made in the best interests of the City. Consideration will be given to such matters as (1) contractor integrity; (2) compliance with public policy; (3) record of past performance; (4) financial and technical resources; (5) professional work references contacted checking the bidders previous work.

The Mayor will have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts.

The City will not subcontract with or award subgrants to any person or company who is debarred or suspended. In accordance with 2 C.F.R. §180.300 and 2 C.F.R. §200.214, the City will confirm that the vendor is not debarred or suspended by either checking the federal government's System for Award Management; collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor.

Maintenance of Procurement Records

The City will maintain records sufficient to detail the history of all procurements based on the City's record retention schedule. These records will include, but not be limited to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price (including a cost or price analysis).

VI. Time and Effort Reporting for Federal Awards

Purpose

It is the objective of the City to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Section 2 C.F.R. §200.430 requires certification of effort to document salary expenses charged directly or indirectly against federal sponsored projects. This process is intended to verify that compensation for employment services, including salaries and wages, is allocable and properly expended, and that any variances from the budget are reconciled.

Time & Effort Reports

- a. Compensation for employment services includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the Federal award, including but not necessarily limited to wages and salaries. Compensation for personnel services may also include fringe benefits, which are addressed in 2 C.F.R. 200.431 Compensation-fringe benefits. Costs of compensation are allowable to the extent that they satisfy the specific requirements of these regulations, and that the total compensation for individual employees:
 - i. Is reasonable for the services rendered, conforms to the City's established written policy, and is consistently applied to both Federal and non-Federal activities;
 - ii. Follows an appointment made in accordance with the City's written policies and meets the requirements of Federal statute, where applicable; and
 - iii. Is determined and supported as provided in *Standards for Documentation of Personnel Expenses*, see below.
- b. Standards for Documentation of Personnel Expenses

Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

- i. Be supported by a system of internal controls which provide reasonable assurance that the charges are accurate, allowable, and properly allocated;
- ii. Be incorporated into the official records of the City;
- iii. Reasonably reflect the total activity for which the employee is compensated by the City, not exceeding 100% of the compensated activities;
- iv. Encompass both Federally assisted and other activities compensated by the

City on an integrated basis;

- v. Comply with the City's established accounting policies and practices; and
 - vi. Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one (1) Federal award, a Federal award and non-Federal award, an indirect cost activity and a direct cost activity, two (2) or more indirect activities which are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity.
- c. The City will also follow any time and effort requirements imposed by the pass-through entity to the extent that they are more restrictive than the Federal requirements. The Finance Department is responsible for the distribution, collection, and retention of all employee effort reports. Individually reported data will be made available only to authorized auditors.

Use of Budget Estimates

- a. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to Federal awards, but they may be used for interim accounting purposes, provided that:
 - i. The system used by the City to establish budget estimates produces reasonable approximations of the activity actually performed;
 - ii. Significant changes in the corresponding work activity (as defined by the City's written policies) are identified and entered into the records in a timely manner. Short term (such as one or two or three months) fluctuation between workload categories need not be considered as long as the distribution of salaries and wages is reasonable over the longer term; and
 - iii. The City's system of internal controls includes processes to review after-the-fact interim charges and final changes made to a Federal award based on budget estimates. All necessary adjustment must be made such that the final amount charged to the Federal award is accurate, allowable, and properly allocated.

VII. Documentation of Personnel Expenses

a. Standards for Documentation of Personnel Expenses.

Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

- i. Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- ii. Be incorporated into the official records of the non-Federal entity;
- iii. Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities;
- iv. Encompass both federally assisted and all other activities compensated by the non-Federal entity on an integrated basis, but may include the use of subsidiary records as defined in the non-Federal entity's written policy;
- v. Comply with the established accounting policies and practices of the non-Federal entity; and
- vi. Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award;

b. Procedures.

Timesheets are completed by all employees and signed by the employee, as complete and accurate, and then approved by the applicable department head. These timesheets or excel spreadsheets indicate the amount of time spent on federal grant activities and are then sent to the finance office to record in the system. The finance department charges the applicable grant account codes based on the timesheets as approved by the department head and the Finance Director.

ORDINANCE NO.: 12-2026

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: ALL OF COUNCIL

AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF GARFIELD HEIGHTS AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 340, AND DECLARING AN EMERGENCY

WHEREAS, the City of Garfield Heights' ("City") collective bargaining agreement with the International Association of Firefighters, Local 340 ("IAFF") expired on December 31, 2024; and

WHEREAS, the City has been engaged in negotiations with the IAFF regarding the terms and conditions of employment; and

WHEREAS, the parties have reached a tentative agreement on a collective bargaining agreement for a term beginning on January 1, 2025, and ending on December 31, 2027; and

WHEREAS, it is in the best interest of the City to approve and implement this agreement to ensure continued harmonious and cooperative relations with its Fire Department personnel.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Garfield Heights, County of Cuyahoga, the State of Ohio, that:

SECTION 1. The collective bargaining agreement between the City of Garfield Heights and the IAFF, a copy of which is attached hereto as Exhibit A and incorporated as if fully written herein, is hereby approved.

SECTION 2. The Chief of Staff and Director of Law are hereby authorized and directed to execute said agreement on behalf of the City.

SECTION 3. Council declares this Ordinance to be an emergency measure necessary for the preservation of the public health, safety and welfare; therefore, this Ordinance shall be in full force and effect immediately upon the adoption of City Council and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED: _____

APPROVED: _____
MAYOR

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

EFFECTIVE DATE: _____

2025-2027 City of Garfield Heights and Garfield Heights Firefighters IAFF Local 340

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF GARFIELD HEIGHTS

AND

**GARFIELD HEIGHTS FIREFIGHTERS, LOCAL 340
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

EFFECTIVE JANUARY 1, ~~2021~~2025 THROUGH DECEMBER 31, ~~2023~~2027

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TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	4
ARTICLE 2 - PURPOSE AND INTENT	4
ARTICLE 3 - RECOGNITION	4
ARTICLE 4 - DUES DEDUCTION	5
ARTICLE 5 - MANAGEMENT RIGHTS	6
ARTICLE 6 - RIGHTS OF LOCAL 340	7
ARTICLE 7 - NO STRIKE	8
ARTICLE 8 - NEGOTIATION PROCEDURE/TERM OF AGREEMENT	8
ARTICLE 9 - GRIEVANCE PROCEDURE	9
ARTICLE 10 - ARBITRATION PROCEDURE	11
ARTICLE 11 - NON-DISCRIMINATION	12
ARTICLE 12 - GENDER AND PLURAL	12
ARTICLE 13 - HEADINGS	13
ARTICLE 14 - CONFORMITY OF LAW	13
ARTICLE 15 - DUTY HOURS	13
ARTICLE 16 - OVERTIME AND CALL-IN PAY	14
ARTICLE 17 - SALARY	17
ARTICLE 18 - HOLIDAYS	19
ARTICLE 19 - VACATION	19
ARTICLE 20 - PARAMEDIC BONUS	21
ARTICLE 21 - PAYMENT FOR TRAINING COURSES	22
ARTICLE 22 - SICK LEAVE	22
ARTICLE 23 - JURY DUTY LEAVE	24
ARTICLE 24 - FUNERAL LEAVE	24
ARTICLE 25 - LONGEVITY	25
ARTICLE 26 - UNIFORM ALLOWANCE	25
ARTICLE 27 - BULLETIN BOARDS	26
ARTICLE 28 - SAFETY OF EQUIPMENT	26
ARTICLE 29 - INSURANCE	26
ARTICLE 30 - LINE OF DUTY INJURY LEAVE	27
ARTICLE 31 - SENIORITY AND LAYOFF	30
ARTICLE 32 - PROBATIONARY PERIOD	30
ARTICLE 33 - PROMOTIONS	31
ARTICLE 34 - LABOR-MANAGEMENT COMMITTEE	31
ARTICLE 35 - SUBCONTRACTING	32
ARTICLE 36 - COMPENSATION AT RETIREMENT, RESIGNATION AND DEATH	32
ARTICLE 37 - DEPARTMENTAL RULES and REGULATIONS	32
ARTICLE 38 - DEFERRED FEDERAL AND STATE INCOME TAX PAYMENTS ON EMPLOYEES' PENSION CONTRIBUTIONS	32
ARTICLE 39 - SAVINGS CLAUSE	34
ARTICLE 40 - SUBSTANCE ABUSE	34
ARTICLE 41 - STATION CLEANING & MAINTENANCE	40
ARTICLE 42 - MISCELLANEOUS ITEMS	40

| 2025-2027 City of Garfield Heights and Garfield Heights Firefighters IAFF Local 340

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SIGNATURE PAGE	42
MEMORANDUM OF UNDERSTANDING	43

ARTICLE 1 - PREAMBLE

Section 1: This Collective Bargaining Agreement (Agreement) is entered into by and between the City of Garfield Heights (Employer or City) and Local 340 of the International Association of Fire Fighters, AFL-CIO (Local 340 or Union).

ARTICLE 2 - PURPOSE AND INTENT

Section 1: This Agreement is ordered for the purpose of: (1) continuing and promoting cooperation and harmonious relations between the Employer and Local 340, including members of the collective bargaining unit; (2) establishing equitable and peaceful procedures for the resolution of differences between the parties; (3) providing the timely and effective delivery of fire protection to the residents of Garfield Heights; and (4) providing the definition of the respective rights, responsibilities and duties of the parties to this Agreement. In order to accomplish these purposes, the Employer encourages its employees to openly discuss with their supervisors those work-related problems which affect the employees' well-being.

ARTICLE 3 - RECOGNITION

Section 1: Local 340 is the exclusive representative for negotiating wages, hours, terms and other conditions of employment for a bargaining unit consisting of all Fire Fighters, Lieutenants and Captains of the Fire Department, excluding the Chief and the Captain in charge of training. All other employees of the Employer who are not working in the Fire Department are excluded from the bargaining unit.

Section 2: The word "employee(s)" as used in this Agreement shall refer to the employee(s) in the aforesated bargaining unit.

Section 3: The words “tour of duty”, “duty day”, or “work day” when used in this Agreement shall refer to a twenty-four (24) hour period. For employees on a forty (40) hour workweek, the words “tour of duty”, “duty day”, or “work day” shall mean eight (8) hours per day, forty (40) hours per week.

ARTICLE 4 - DUES DEDUCTION

Section 1. All employees in the bargaining unit covered by this Agreement who are members of Local 340 on the effective date of the Agreement and all other employees in the bargaining unit who become members of Local 340 at any time in the future shall, for the term of this Agreement, continue to be members of Local 340, and the City will honor dues deductions, as provided in this Article.

Section 2. During the term of this Agreement, the Employer shall deduct regular monthly Local 340 dues from wages of those employees who have signed dues deduction authorization forms permitting such deductions. Local 340 shall be responsible for separately collecting on its own all initiation fees and assessments levied by it. In the event that a service fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in the foregoing Sections of this Article.

Section 3. The dues so deducted shall be in the amounts established by Local 340 from time to time in accordance with its Constitution and By-Laws. Local 340 shall certify to the Employer the amount due and owing from the employees involved.

Section 4. The Employer shall deduct dues from the first pay in each calendar month. If an employee has no pay due on that pay date, such amount shall be deducted from the next or subsequent pay.

Section 5. A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be transferred to the Treasurer of Local 340 within fourteen (14) days from the date of making such deductions.

Section 6. Employees who are members of Local 340 may revoke their membership at any time by sending written notice to Local 340 of their desire to drop their Local 340 membership. Revocation of Local 340 membership does not revoke Local 340 dues authorization which may only be revoked as set forth below.

Section 7. Any voluntary dues deduction authorization shall be irrevocable, regardless of whether an employee has revoked Local 340 membership, for a period of one year from the date of the execution of the dues deduction authorization and for year to year thereafter, unless the employee gives the employer and Local 340 written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of any yearly period. Copies of employee dues deduction authorizations are available from Local 340 upon request.

Section 8. The Employer shall provide Local 340 with a monthly list of employees that enter or exit the bargaining unit.

Section 9. Local 340 agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligation under this Article and Local 340 shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 1: Except as specifically limited by the explicit provisions of this Agreement, the Employer retains full right and responsibility to make all decisions with regard to all aspects of its operations, employment and employees, including, but not limited to, those matters set forth in Section 4117.08 (C)(1) through (9) of the O.R.C.

ARTICLE 6 - RIGHTS OF LOCAL 340

Section 1: The employer shall not interfere with or restrain any employees in the exercise of rights guaranteed by Chapter 4117 O.R.C.

Section 2: The Employer will allow Local 340 to hold its regular membership (business) meetings at regular intervals on City property, provided (1) the holding of such meetings does not cause the City to incur additional costs or interfere with the provision of adequate fire protection in the opinion of the Chief; (2) advance approval of such meetings is obtained from the Chief (such approval shall not be unreasonable withheld); and (3) the meetings shall be open to members of Local 340 and not more than five (5) guests.

Section 3: The President of Local 340 or his designee shall be allowed up to two (2) tours of duty per year of paid leave for the purpose of attending regular and special Union meetings, seminars and conferences, provided advance approval of such attendance is obtained from the Chief (such approval shall not be unreasonable withheld).

Section 4: Members of Local 340's contract committee, not to exceed (4), shall have authorized leave from duty with pay to attend all negotiating meetings which are scheduled jointly by the City and Local 340, subject to being on call to respond to an emergency situation in the opinions of the Chief. In addition, one (1) grievant per grievance, one (1) witness per grievance and one (1) member of Local 340 per grievance to be chosen by the Local 340 President when the member functions as a representative of the grievant shall have authorized leave from duty with pay to attend all meetings jointly scheduled by the City and Local 340 and held at City Hall in connection with the grievance and arbitration procedures. These individuals shall be subject to being on call to respond to an emergency situation in the opinion of the Chief.

The Employer and Local 340 will have the option to recess any meeting interrupted by and emergency call-out of a participant.

ARTICLE 7 - NO STRIKE

Section 1: The Employer and Local 340 agree that the Grievance Procedure, subsequently set forth in the Agreement, is an adequate mechanism to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and Local 340 to avoid work stoppages and strikes. Therefore, the Union shall not have the right to strike except as provided in O.R.C. Section 4117.

Section 2: For the purposes of this Article, the term “strike” shall be defined in accordance with O.R.C. Section 4117.

ARTICLE 8 - NEGOTIATION PROCEDURE/TERM OF AGREEMENT

Section 1: The term of the Agreement shall be from January 1, 2021, to December 31, 2023, and it shall continue from year to year beyond the original term hereof unless either party notifies the other in writing and delivered the State Employment Relations Board by certified U.S. Mail, not later than ninety (90) days or earlier than one hundred twenty (120) days prior to the initial expiration date or the expiration date in subsequent years, of its desire to modify or amend this Agreement. The postmarked date shall control the issue of timeliness. The notice need not specify in which respect the giver of the notice seeks modification or amendment. The party upon whom timely notice is served shall be free to seek modification and/or amendment to the Agreement without serving any notice. Collective Bargaining will be conducted pursuant to O.R.C. Section 4117, et. seq.

Section 2: Increases in rates of compensation and other matters with cost implications awarded by the Arbitrator will be effective at the end of the term of the preceding Agreement.

ARTICLE 9 - GRIEVANCE PROCEDURE

Section 1: Every employee through Local 340 shall have the right to present his grievance in accordance with the procedures provided herein, and except at Step 1, shall have the right to be presented by a Local 340 representative at all stages of the Grievance Procedure. It is the intended purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 2: A grievance is a dispute regarding the application or interpretation of an express provision contained in this Agreement or a dispute concerning the disciplining of an employee. Except at Step 1, all grievances shall include the name of 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 said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant. The Grievance 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.

Section 3: All grievances shall be handled in accordance with the following steps of the Grievance Procedure:

Step 1: An employee who believes he may have a grievance shall notify Local 340 and his Captain in charge of training of the possible grievance within five (5) days after the employee knows or should have known of the facts upon which his grievance is

based. The Captain in charge of training will schedule an informal meeting with the employee within five (5) days of the notice to the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally. If the Captain in charge of training is not available during the period required under Step 1, the grievance shall be handled beginning at Step 2.

Step 2: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented by Local 340 as a grievance to the Chief within five (5) days of notification of the supervisor's decision at Step 1. The Chief will hold a meeting within ten (10) days of receipt of the grievance. The meeting shall be held with the grievant and his Local 340 representative. The Chief shall give his written answer within five (5) days from the date of the meeting. If the Chief is not available during the period required under Step 2, the grievance shall be handled after Step 1 at Step 3.

Step 3: If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor by Local 340 within five (5) days after the date the Step 2 decision is issued. A copy of the Step 2 decision shall be submitted with the appeal. The Mayor or his designee shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting shall be held with the grievant and his Local 340 representative. The Mayor or his designee shall issue a written decision to the employee and his Local 340 representative within fifteen (15) days from the date of the meeting.

Section 4: All pre-arbitration grievance settlements reached by Local 340 and the Employer shall be final, conclusive and binding on the Employer, Local 340 and the employee. Local 340 shall have final authority, in its capacity as exclusive representative of the employees

covered by this Agreement to withdraw or to terminate the processing of a grievance at any Step of the Grievance Procedure. A grievance may be withdrawn, with prejudice, by Local 340 at any time during Steps 1, 2, or 3 of the Grievance Procedure. If the grievance is not appealed to the next higher step of the Grievance Procedure, it will be deemed to be settled on the basis of the Employer's last answer.

Section 5: The time limits set forth in the Grievance and Arbitration Procedures shall be binding on both parties, unless extended by mutual written agreement by the Employer and Local 340. Days as provided in the Grievance and Arbitration Procedures shall not include Saturdays, Sundays or holidays.

ARTICLE 10 - ARBITRATION PROCEDURE

Section 1: In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the Step 3 decision is reached, Local 340 may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the American Arbitration Association ("AAA") to submit a panel of seven (7) arbitrators and will choose one by the alternative strike method. Local 340, on behalf of the grievant, may immediately invoke the arbitration procedure in the event of the discharge.

Section 2: 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 to 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.

Section 3: The hearing or hearings shall be conducted pursuant to the current, applicable rules of AAA.

Section 4: The losing party shall pay the cost of services provided by AAA and the Arbitrator. The Employer and Local 340 shall pay the cost of their own witnesses and representation.

Section 5: 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 Employer, Local 340 and the employee.

Section 6: Local 340 shall indemnify and hold the Employer harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of any determination that Local 340 breached its duty to fairly represent any member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures set forth in Articles IX and X respectively.

ARTICLE 11 - NON-DISCRIMINATION

Section 1: The Employer and Local 340 agree not to discriminate against any employee(s) on the basis of race, religion, color, national origin, age, sex or handicap.

ARTICLE 12 - GENDER AND PLURAL

Section 1: 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 plural, the singular, and words whether in masculine, feminine or 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 13 - HEADINGS

Section 1: It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor effect any interpretation of any such Article.

ARTICLE 14 - CONFORMITY OF LAW

Section 1: This Agreement shall be interpreted in accordance with O.R.C. Section 4117.10(A).

Section 2: If the enactment of federal 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 decision shall not affect 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 15 - DUTY HOURS

Section 1: Members of the Fire Department, except as hereafter indicated, shall work a 3-platoon, 24-hour shift on and 48 hours off with a 50-hour average workweek. In order to maintain the average 50-hour week, each employee shall select the appropriate amount of tours in compliance with the Fair Labor Standards Act per year, which time shall then be used as additional days off with pay to be chosen at the time of vacation picks, with the prior approval of the Chief, which approval shall not be unreasonable withheld.

Section 2: The twenty-four (24) hour shift shall commence at 0800 and continues until 0800 the following day.

Section 3: Fire prevention personnel shall work an 8-hour shift, 40 hours per week.

Work days will be Monday through Friday, 0830 to 1630 hours.

Section 4: Employees shall have the right to exchange shifts provided that the exchange of shifts does not require the compensation of accumulation of overtime and prior approval of the exchange is received from the Chief, which approval shall not be unreasonable withheld.

Section 5: The Fire Safety Officer position shall be filled at the discretion of the Fire Chief. Two (2) additional positions in the Fire Prevention Bureau shall be filled from within the department by qualified individuals, or individuals willing to be trained, at the discretion of the Fire Chief. Any Fire Fighters selected from within the department must be agreeable to filling the position. If not, then the Chief, upon approval from the Mayor, may fill the vacancy from outside with a qualified candidate.

ARTICLE 16 - OVERTIME AND CALL-IN PAY

Section 1: All employees, for work performed in excess of their regularly scheduled hours when approved by the Chief, 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 regular hourly rate for all overtime; or (b) compensatory time computed at the rate of time and one-half to be used in the future with prior approval of the Chief, and such approval shall not be unreasonably withheld. To be eligible for overtime pay, the employee must not use any sick hours in the preceding seventy-two (72) hours before or the following seventy-two (72) hours after the overtime begins; if sick leave is used within that time frame, the hours worked are paid at straight-time. All hours worked as a result of being mandated shall be compensated at one and one-half times the employee's regularly hour rate, regardless of sick time usage.

Effective January 1, 2021, all employees who, when approved by the Chief, perform in excess of their regularly scheduled hours on days listed as holidays under Article XVIII, Section 3, shall be compensated at the rate of two and one quarter (2.25) times the employee's regular hourly rate.

Overtime for the Fire Prevention Bureau, forty (40) hour per week employees, shall be at the employee's choice as outlined in the preceding paragraph.

Section 2: An employee who is called into work at a time when he is not regularly scheduled to work shall be compensated for a minimum of four (4) hours at one and one-half (1-1/2) times his regular hourly rate subject to the election of the method in which compensation is to be received as set forth in paragraph 1, Section 1 of this Article. The four (4) hour minimum shall not be paid for work carried over from 0800 hours while an employee is on duty. Contiguous time after the work shift shall not be considered as call-in pay.

Section 3: All employees attending school or a training course required by the Employer during the employee's first two years of employment with the Employer shall receive compensatory time at the rate of time and one-half for all time spent in such endeavor to be used in the future, at the employee's discretion, with the prior approval of the Chief, which approval shall not be unreasonably withheld. For all additional training, an 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 regular hourly rate for all overtime; or (b) compensatory time computed at the rate of time and one-half (1-1/2) to be used in the future with the prior approval of the Chief, which approval shall not be unreasonably withheld. Travel time shall not be considered in the overtime calculation unless the schooling is out of Cuyahoga County.

Section 4: The Employer shall maintain a log to show all overtime worked and the log shall be posted and updated on a monthly basis. Unless special detail and call-in for emergency incidents, overtime shall be distributed on the basis of the seniority “recall list”.

Section 5: All overtime shall be of voluntary nature except in the case of a manpower shortage (less than eight (8) Fire Fighters on duty) and required training. Effective January 1, 2027, all overtime shall be of voluntary nature except in the case of required training and a manpower shortage (defined as less than ten (10) Fire Fighters on duty). At no time shall more than five (5) employees be scheduled off per shift at a time. In the event a SAFER Grant is awarded, the City and the Union will advance the dates on which increases herein provided shall take effect in accordance with the terms of the Grant.

Section 6: Accumulation of compensatory overtime, incurred after April 1, 1985, shall be limited to 240 hours, and any overtime accumulated in excess of that shall be used within one (1) year of its accumulation. If the Chief does not approve the use of such overtime within the required year, it shall be carried over to the following year.

Section 7: Personnel who are required by the Chief to attend a mandatory class, other than for maintenance of current certification, while on a scheduled day off, shall have the option to receive overtime or reschedule their day off, at the employee’s discretion.

Section 8: Overtime opportunities shall be made available as equally as possible among all members of the bargaining unit. Overtime opportunities shall be made solely by position on the recall list, regardless of classification or rank. If a classification, specialized service, level of training or rank is required to fill a position and by reassignment of on-duty shift personnel cannot satisfy that demand, then the employer shall recall the needed personnel by recalling the first person on the recall list that would satisfy that demand.

2025-2027 City of Garfield Heights and Garfield Heights Firefighters IAFF Local 340

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Station 1: In the event an officer shortage is created at Station 1, the Captain in Charge of Training shall have the right to fill the vacancy during his normal working hours providing the Officer is scheduled to return to duty before 1630 hours. If the Officer is scheduled to return after 1630 hours, then an off-duty officer shall be immediately called in from the seniority recall list.

Section 9: A Firefighter assigned to perform the primary job duties and responsibilities of a Lieutenant in the absence of a Lieutenant on shift will receive as Acting Pay an additional three (3) hours of compensatory time per shift served as an Acting Lieutenant. For less than a full shift served as Acting Lieutenant, compensation shall be prorated.

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ARTICLE 17 - SALARY

Section 1: All employees shall be compensated in accordance with Section 41 of the Garfield Heights' City Charter. The annual adjustment to salary will take effect on January 1 of each year preceding the April survey. Payment of the annual adjustment will be implemented no later than June 1 after the April survey, and a check for the retroactive difference will be delivered to each employee no later than June 1 after the April survey of each year.

The City shall add the wages of the City of Maple Heights and the City of Euclid to the average pay fund calculations on the same basis as the City currently treats wages of the City of East Cleveland (i.e., include value of "pension pick-up" provision as wages).

In the event the City grants any other bargaining unit a pension pick-up which consists of the City paying either all or part of the employee's contribution to the Police and Firemen's Disability and Pension Fund, the City will reopen collective bargaining negotiations for the exclusive purpose of resolving that issue. In the event the parties do not agree, the issue shall be addressed through arbitration.

Section 2: The employee in the classification of Fire Safety Officer shall be compensated at the rate of One Dollar (\$1.00) less than the annual compensation of the next highest rank to that held by the Fire Safety Officer. Notwithstanding the previous sentence, if the Fire Safety Officer holds the rank of Captain, he shall receive the annual compensation of his rank plus a per annum bonus of One Thousand Dollars (\$1,000.00). Fire Fighters who are permanently assigned to a position of Fire Inspection Bureau shall receive a Two Thousand Dollar (\$2,000.00) bonus. This does not include the Fire Safety Officer(s).

Section 3: The Superintendent of Equipment shall be compensated at the rate of One Dollar (\$1.00) less than the annual compensation of the next highest rank to that held by said Superintendent. Notwithstanding the previous sentence, if the Superintendent holds the rank of Captain, he shall receive the annual compensation of his rank plus a per annum bonus of One Thousand Dollars (\$1,000.00). The position shall exist as long as there is a Fire Fighter qualified to fill it in the opinion of the Chief.

Section 3.1: The individual employed in the position of Assistant to the Superintendent of Equipment shall continue to receive an annual stipend of Two Thousand Dollars (\$2,000.00).

Section 4: The hourly rate of pay for platoon employees shall be the annual salary divided by 2,600 hours. The hourly rate of pay for employees working forty (40) hours per week shall be the annual salary divided by 2,080 hours. ~~For retirement purposes only, the hourly rate of pay for all Fire Department employees shall be the annual salary divided by 2,080 for buy back of accumulated sick leave, and payment of accumulated vacation and overtime, which amounts shall be paid in a lump sum at retirement.~~ For retirement purposes, the hourly rate of pay for employees hired on or after August 1, 2025, shall be the applicable number of annual hours (i.e. 2600 or 2080) for buy back of accumulated sick leave and the payment of accumulated

vacation and overtime, which amounts shall be paid in a lump sum at retirement. For employees hired before August 1, 2025, for retirement purposes the hourly rate of pay shall be the annual salary divided by 2080.

ARTICLE 18 - HOLIDAYS

Section 1: All employees scheduled in accordance with the three (3) platoon system shall receive eight (8) paid tours of duty off. A tour of duty is a twenty-four (24) hour period.

Section 2: All employees regularly scheduled to work eight (8) hours per day/forty (40) hours per week shall receive the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Cay
Presidents' Day	Thanksgiving Day
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Seven (7) Personal Days
	Labor Day

Section 3: In addition to the benefits provided in Sections 1 and 2, each employee shall be compensated at the rate of one and a half (1.5) times the employee's regularly hourly rate if the employee is scheduled to work on New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Eve or Christmas Day. The employees shall have a choice of either paid or compensatory time. For purposes of this section, a holiday shall be deemed to commence at 0800 hours on the day of the holiday and end at 0800 hours on the following day.

ARTICLE 19 - VACATION

Section 1: Each employee shall earn and be entitled to paid vacation in accordance with the following schedule after one (1) year of full-time, continuous service:

<u>Years of Employment</u>	<u>Shift Employees</u> <u>Tours of Duty</u>	<u>40-Hr. Employees</u> <u>Weeks</u>
After 1 year of full-time service	5	2
After 5 years of full-time service	7	3
After 10 years of full-time service	10	4
After 15 years of full-time service	12	5
After 20 years of full-time service	13	5
	20 years	5+1 day
	21 years	5+2 days
	22 years	5+3 days
	23 years	5+4 days
	24 years	
After 25 years of full-time service	14	6
	25+ years	

Section 2: Vacation time is earned based on time worked in the year immediately preceding the current year. New appointees shall be entitled to a first vacation leave based upon time accumulated prior to January 1 following their date of appointment. Pursuant to the foregoing, no employee appointed on or after January 1 of any year is entitled to a vacation leave in such year. When an employee has an anniversary of employment in a calendar year which would entitle the employee to receive an additional increment of vacation, the employee shall be entitled to observe a prorated additional increment in that calendar year. For example, if an employee was hired on March 1, 1990, the employee will complete his fifth year of service on March 1, 1995. In 1995, the employee would be entitled to 5 tours plus 10/12 of 2 tours, the additional increment. In 1996, the employee would receive the full 7 tours of duty.

Section 3: Any employee of the employer who has accumulated and earned vacation time from being employed by the State of Ohio or any political subdivision of the State of Ohio, and who has become employed by the Employer within ten (10) years from his termination from such other public employer shall be allowed to transfer said vacation time and credit to his accumulated vacation time with the Employer. For an employee to do so, he must provide the

Safety Director with written certification from his prior employer covering the exact periods of such employment.

Section 4: The vacation period selected by each employee must be approved by the Chief. Rank and seniority shall be given preference in selecting the vacation time and in making up the vacation list for the employees in the Department as current practice exists.

All of the slots in the first three columns of the vacation sheet shall be picked first before any slots are picked in the fourth column, except that four of the eight holidays may be picked in the fourth column at the time holidays are being picked. Prorated hours shall be picked in the fourth column. The parties agreed that the new reduced workweek schedule resulted in two (2) additional days off. One of those days may be in the fourth column, and one will be in the first three columns. However, no one will be required to select a recognized holiday for days-off floater if that is all that is available. Consequently, in such event, the employee(s)' picks may be in the fourth column.

Section 5: For retirement purposes only, the maximum amount of vacation an employee shall be paid upon retirement shall be six (6) weeks. This shall be paid in one lump sum. All other accumulated vacation time in excess of six (6) weeks shall be exhausted prior to retirement.

Section 6: Two (2) existing floating holidays may be picked by each firefighter as late as November 1 of each year, as long as such selections do not create additional overtimes.

ARTICLE 20 - PARAMEDIC BONUS

Section 1: Employees who receive certification as a Paramedic by the State of Ohio shall be entitled to a bonus of One Thousand Five Hundred Dollars (\$1,500.00). If this

certification is not maintained, such bonus shall be discontinued. Said bonuses shall be paid in equal bimonthly installments and be included in the employee's regular paycheck.

ARTICLE 21 - PAYMENT FOR TRAINING COURSES

Section 1: The Employer will pay the tuition of an employee required by it to attend school and/or a training course.

ARTICLE 22 - SICK LEAVE

Section 1: Employees may use sick leave, upon approval by the Chief, and sick leave shall be defined as an absence with pay necessitate by:

- (1) Illness or injury to the employee;
- (2) Exposure by the employee to contagious disease communicable to other employees and to illness or injury in the employee's immediate family; or
- (3) Pregnancy

Section 2: All full-time employees shall earn sick leave at a rate of four and six-tenths (4.6) hours for each eighty (80) hours of completed service with no maximum accumulation. While an employee is on sick leave, sick leave is not earned.

Section 3: An employee who is absent on sick leave shall notify the Alarm Office of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent.

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

Section 5: Before an absence may be charged against accumulated sick leave, the Chief may require such proof of illness or injury as may be satisfactory to him, or may require the employee be examined by a physician designated by the Chief and paid by the Employer. In the event of a dispute between the City's doctor and the individual's doctor, a third doctor shall

2025-2027 City of Garfield Heights and Garfield Heights Firefighters IAFF Local 340

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be retained to make a final and binding opinion. In any event, an employee absent for more than two (2) consecutive scheduled work days shall provide the Chief with a physician's certificate to be eligible for paid sick leave. The City shall pay for any third doctor's examination and opinion.

Section 6: If the employee fails to submit accurate proof of illness or injury, or in the event that such proof as is submitted or upon the report of medical examination, the Chief finds there is no satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave shall be considered an unauthorized leave and shall be without pay.

Section 7: Any abuse of sick leave shall be just and sufficient cause for discipline, including dismissal, as may be determined by the Chief.

Section 8: Upon retirement or death of a full-time employee who has not less than ~~fifteen (15) ten (10)~~ years of continuous service with the Employer, such employee shall be entitled to receive a cash payment equal to his regular hourly rate of pay at the time of retirement or death multiplied by fifty percent (50%) if hired before August 1, 2025 or thirty percent (30%) if hired after August 1, 2025 of the total number of accumulated but not used sick leave hours earned by the employee only while employed by the City as certified by the ~~Finance Director~~ Chief. An employee's regular hourly rate shall ~~equal his annual salary divided by 2,080 hours~~ be as defined in Article 17. Payment for sick leave on this basis shall eliminate all sick leave credit accrued by the employee. Such payment shall be made only once to an employee.

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Section 9: Family and Medical Leave Act: The Family and Medical Leave Act shall be administered pursuant to current federal regulations.

Section 10: All employees scheduled in accordance with the three (3) platoon system and who are absent from work for a total of twenty-four (24) hours or less in one (1) year shall be paid a sick leave bonus of Five Hundred Dollars (\$500.00) in the first full pay in December.

All employees scheduled in accordance with the three (3) platoon system and who are absent from work for a total of forty-eight (48) hours or less in one (1) year shall be paid a sick leave bonus of Four Hundred Dollars (\$400.00) in the first full pay in December.

All employees scheduled to work eight (8) hours per day/forty (40) hours per week and who are absent from work for a total of sixteen (16) hours or less in one (1) year shall be paid a sick leave bonus of Five Hundred (\$500.00) in the first full pay in December.

The one (1) year period shall begin on December 1 and end on November 30. Injuries incurred in the line of duty shall not count as sick leave for purposes of determining whether the employee is entitled to a sick leave bonus.

ARTICLE 23 - JURY DUTY LEAVE

An employee who is called for jury duty, either federal, county or municipal, during a period in which he is scheduled for work, shall be paid his regular salary, less any compensation received from such court for jury duty, as provided for in the Ohio Revised Code.

ARTICLE 24 - FUNERAL LEAVE

Section 1: An employee shall be granted time off with pay for the purpose of attending the funeral of a member of the employee's family. The platoon employees shall be entitled to a maximum of one (1) tour of duty off for each death in his family and, forty (40) hour per week employees shall be granted a maximum of three (3) days off with pay. For purposes of this Article, "family" shall be defined as to only include the employee's spouse, brother, sister, children, parents, grandparents (including spouse's grandparents), grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, stepparents, step

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siblings, stepchildren and foster children. Upon approval of the Chief, in extenuating circumstances, the Chief shall grant platoon employees one (1) additional duty day off with pay.

ARTICLE 25 – LONGEVITY

Section 1: The Employer will pay employees in accordance with the following longevity schedules:

5-10 years	\$2,075
10-15 years	\$2,275
15-20 years	\$2,475
20+ years	\$2,675

Section 2: Longevity increases shall be determined and granted on the employee's employment anniversary date and shall be payable every two (2) weeks.

ARTICLE 26 - UNIFORM ALLOWANCE

Section 1: ~~Each employee shall receive on July 1 of each year of uniform allowance of \$1000.00 for the duration of the contract.~~ The City shall purchase initial issue uniforms for new employees at the beginning of their employment with the City, and upon completion of the employee's first year of employment shall provide the employee with a Class A uniform. Each employee upon completing two (2) consecutive years of full-time service shall receive in the first pay period after July 1 of each year a uniform allowance of \$1,350. Uniforms that are damaged during an on-duty activity shall be replaced by the City.

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Section 2: All required turnout gear will be furnished by the Employer.

Section 3: All required turnout gear will be replaced as needed by the Employer.

Section 4: In the event of a promotion or uniform change directed by the ~~Employer,~~ the City the Fire Chief will provide the first uniforms in lieu of the uniform allowance for the

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2025-2027 City of Garfield Heights and Garfield Heights Firefighters IAFF Local 340

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year in which the promotion or uniform change occurs, the City shall provide all required uniform changes to the employee so affected. Specifically, the City will provide the following:

Three (3) shirts

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Three (3) pairs of pants

Three (3) tee shirts

Three (3) sweat shirts (if available)

Section 5: If a new employee resigns prior to the completion of his or her initial probationary period, the employee will repay the City the costs associated with providing that employee with the initial issue uniform, as provided for in Section 1.

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ARTICLE 27 - BULLETIN BOARDS

Section 1: The Employer will install one (1) bulletin board in each of the Fire Stations for the use of Local 340. The bulletin boards shall be used for the posting of notices concerning Local 340. Such use shall be subject to the reasonable control of the Chief.

ARTICLE 28 - SAFETY OF EQUIPMENT

Section 1: All equipment purchased by the Fire Department shall meet accepted fire service standards. In addition, all equipment requiring testing shall be tested to meet accepted fire service standards. This testing shall be done by an independent testing company other than the manufacturer of the equipment.

ARTICLE 29 - INSURANCE

Section 1: For the duration of this Agreement, the City will provide hospitalization coverage (See attached Health Insurance Plan). This coverage shall be provided on either the single contract basis or the family contract basis, whichever is applicable to the employee. The

2025-2027 City of Garfield Heights and Garfield Heights Firefighters IAFF Local 340

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employer shall provide and pay the full premium on behalf of each employee, for single or family hospitalization and medical service coverage, minus the monthly contribution by the employee ~~of \$140.00 for family coverage or \$70.00 for single coverage~~, eight percent (8%) in 2025; nine percent (9%) in 2026, and ten percent (10%) in 2027. Said amount shall be deducted from each employee's gross pay pre-tax (IRS 125). At the employer's discretion, equivalent coverage with alternate providers may be substituted for the foregoing benefits.

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Section 2: For the duration of this Agreement, the City will provide to each employee Vision, Prescription Drug, and Dental benefits. This coverage shall be provided on either a single contract basis or family contract basis, whichever is applicable to the employee. The employer will provide and pay the full premium of each employee, at his election, for single or family Vision, Prescription Drug, and Dental benefits. At the employer's discretion, equivalent coverage with alternate providers may be substituted for the foregoing benefits. Frames shall be limited to \$250.00.

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Section 3: Each employee shall be entitled to have paid on his behalf the monthly premium for a plan of term life insurance on his life in the amount of Twenty-Five Thousand Dollars (\$25,000.00), Three Thousand Dollars (\$3,000.00) term life insurance coverage on the employee's spouse and One Thousand Dollars (\$1,000.00) term life insurance on the employee's children.

Section 4: While an employee is receiving workers' compensation benefits, his medical (and family if applicable) and life insurance benefits are continued for one (1) year and at the sole discretion of the Chief, these benefits can be continued for a longer period.

ARTICLE 30 - LINE OF DUTY INJURY LEAVE

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Section 1: Whenever a full-time employee during the lawful performance of assigned duties as a direct result of a “high risk” situation or circumstance suffers injuries or illness causing total disability for more than four (4) calendar days shall grant “high risk” sick leave in lieu of regular sick leave beginning on the fifth calendar day taken for sick leave during such total disability which shall not exceed ninety (90) calendar days. If, at the end of said ninety (90) day period, the employee remains totally disabled and unable to report for work, the “high risk” leave may, at the City’s sole discretion, be extended for an additional ninety (90) calendar day period. “High risk” sick leave shall not be deducted from the employee’s accumulated sick leave account or count against sick leave bonus.

Section 2: “Total disability” shall mean the physical disability of an employee to perform regularly assigned duties at the station.

Section 3: In order to qualify for “high risk” sick leave, employees must be injured or disabled in the performance of their duties while responding to, performing at, or returning from an emergency or training.

- A. The illness, referred to above, is the direct result of, or is caused by performing an emergency situation and results in the contracting of contagious or infectious diseases classified pursuant to O.R.C. Section 3701.24(B), or as a direct result of employment-related activities.
- B. The event, referred to above, must be duly logged and a written report submitted to the Officer in Charge during the shift in which it occurs as soon as practicable after the employee first became aware of exposure.
- C. Medical evidence shall be provided within a reasonable period (no more than fourteen (14) days) by the employee’s treating physician, establishing the cause,

nature, and extent of the injuries, the likelihood of the term disability, and the medical probability of full recovery and eventual return to work. In the event of a dispute between the City's doctor and the individual's doctor, a third doctor shall be retained to make a final and binding decision. The City shall pay for any third doctor's examination and opinion.

- D. The Fire Fighter shall have applied for, and been found eligible for, coverage under Workers' Compensation of Ohio. The Fire Fighter shall also sign a waiver and assignment to the City for amounts payable under Workers' Compensation for temporary disability benefits.

Section 4: Any vacation time, special days or holidays which would have been scheduled during such disability shall be rescheduled with a reasonable time following such employee's return to duty.

Section 5: When any employee has been considered by the Chief, or his designee, to have been injured or exposed to a toxic substance and as a result has been sent to the hospital for treatment or test, and subsequently Workers' Compensation has determined that there was no injury sustained – all bills pertaining to the employee's treatment shall be the responsibility of the City of Garfield Heights.

Section 6: Firefighters who are on Line of Duty Injury Leave or who have sustained injuries for which they are not at fault while exercising at the Station may be assigned to transitional duty which they are capable of performing, if such an assignment is available. Such transitional duty assignments shall be scheduled consistent with the firefighter's 24 on/48 off shift scheduled held before the Line of Duty Injury.

The Parties hereby agree Firefighters will be assigned to ten (10) hours of transitional duty scheduled consistent with the Firefighter's 24 on /48 off shift schedule. In the event a Firefighter wishes to use vacation, sick, or compensatory time on the day said Firefighter is scheduled for a ten (10) hour transitional duty shift, 24 hours of time will be deducted from said vacation, sick, or compensatory bank.

ARTICLE 31 - SENIORITY AND LAYOFF

Section 1: Seniority shall be determined by continuous service with the Fire Department within classification. Classification shall be defined as Captain, Lieutenant and Fire Fighter. Continuous service shall be broken only by retirement, resignation or discharge. Seniority shall be adjusted to exclude voluntary leaves of absences without pay and other voluntary periods of no-pay status.

Section 2: In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their departmental seniority within classification (last hired, first laid off), taking into account certification.

Section 3: A member of the bargaining unit who is laid off shall be subject to recall for a period of three (3) years.

Section 4: A recall from layoff will be based upon departmental seniority within classification (last laid off, first recalled). Recalled employees must report for work within fourteen (14) calendar days of the date they were notified or their recall rights are forfeited. Employees are responsible for keeping the City informed of changes of address and telephone number.

ARTICLE 31-32 - PROBATIONARY PERIOD

Section 1: Fire Fighters shall be on probation for a period of two (2) years following the date on which they were hired and shall have no seniority. They may be terminated at any time for unsatisfactory performance during said probationary period without reference to the Grievance or Arbitration Procedures of this Agreement or any other provision of the Agreement. Upon satisfactory completion of the probationary period, the employee's seniority will date back to his original date of hire. If an employee is discharged or quits and is later rehired, he shall be considered a new employee and subject to the provisions of this Article.

ARTICLE 33 - PROMOTIONS

Section 1: All hiring and promotions shall be done in accordance with the current Civil Service Rules of the City of Garfield Heights and the State of Ohio, provided that if the City Rules conflict with State Rules, State Rules prevail. Whatever discretion is granted to the City by the foregoing rules shall be exercised exclusively by the Mayor.

Section 2: All newly promoted officers shall be on probation for one (1) year from date of promotion.

Section 3: This article applies only to bargaining unit positions.

ARTICLE 34 - LABOR-MANAGEMENT COMMITTEE

Section 1: The Employer and the Union hereby agree to establish a Labor-Management Committee, which shall consist of two (2) officers to be appointed by the Chief and a representative of Local 340 to be selected by the President of Local 340. The purpose of the Committee shall be to discuss matters of concern to the employees and the City. The Committee shall meet twice a year or as needed with its first meeting being held within four (4) months of the execution date of this Agreement.

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ARTICLE 35 - SUBCONTRACTING

Section 1: In fulfillment of its responsibilities to operate the Fire Department, the City may subcontract work if there are not trained employees to perform such work or the trained employees available are unwilling to perform the work. In addition, the City may subcontract work if it does not possess the equipment and facilities necessary to perform the work.

ARTICLE 36 - COMPENSATION AT RETIREMENT, RESIGNATION AND DEATH

Any employee who retires, resigns or dies is eligible and shall be compensated for his accumulated vacation and overtime. In the case of a deceased employee, his estate shall be paid the foregoing amounts. These benefits shall be calculated based on the employee's regular hourly rate. For employees hired after August 1, 2025, the employee's regular hourly rate is defined as the annual salary divided by the applicable number of annual hours, (i.e. 2600 for platoon employees; and 2080 for employees working a 40-hour week).

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ARTICLE 37 - DEPARTMENTAL RULES and REGULATIONS

The City retains the right to adopt, amend or modify rules and regulations necessary to run the Fire Department. The employees through Local 340 retain the right to file grievances and request arbitration on the grounds that the rules are unreasonable, arbitrary and/or capricious.

ARTICLE 38 - DEFERRED FEDERAL AND STATE INCOME TAX PAYMENTS ON EMPLOYEES' PENSION CONTRIBUTIONS

Section 1: For all employees who are members of the bargaining unit, as defined in Article III of this Agreement, and who are required to make contributions to the State of Ohio Police and Firemen's Disability and Pension Fund ("Pension Fund") pursuant to the Ohio

Revised Code, the contribution shall be paid by the City on behalf of the employee in lieu of contribution by the employee.

Section 2: The City shall incur no additional payroll cost, including Pension Fund contributions under Section 1 of this Article. No employee's total compensation otherwise payable under this Agreement shall be increased. Each employee's compensation shall consist of two parts: a "cash salary" and a "deferred amount". Each employee's "cash salary" shall be the total compensation payable by the City to each said employee in any pay period reduced by the amount payable by the City to the Pension Fund on behalf of each said employee under Section 1 of this Article in lieu of contribution by the employee. Each employee's "deferred amount" shall be the Pension Fund "pick-up" amount payable by the City under Section 1 of this Article in lieu of contribution by the employee. No employee shall have the option to receive direct payment of the "deferred amount" contributed by the City to the Pension Fund on behalf of the employee.

Section 3: Subject to changes in the Federal and State Income Tax Laws, the City shall treat an employee's "cash salary" as the gross amount of pay for a period for purpose of calculating and deducting federal and state withholding taxes. The employee's Pension Fund contribution remitted to the Pension Fund by the City on behalf of an employee under Section 1 of the Article shall become taxable to the employee for federal and state income tax purposes when the employee withdraws these contributions from that Fund in the form of pension payments or refunds.

Section 4: The City and Union shall take all acts necessary and appropriate to initiate implementation of the provisions of this Article, including, but not limited to, making application to the Internal Revenue Service for a private letter ruling concerning the federal tax treatment of

the provisions of this salary reduction Pension Fund pick-up plan and making application to the Pension Fund.

Section 5: Subject to any requirements imposed by the Internal Revenue Service and the Pension Fund, the provisions of this Article shall apply to payroll periods commencing after adoption of this Agreement by the City and Union.

ARTICLE 39 - SAVINGS CLAUSE

Section 1: 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 severable from the rest of Agreement and all such other parts of the Agreement shall remain in full force and effect. In such event, the Employer and the Local 340 will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

ARTICLE 40 - SUBSTANCE ABUSE

GENERAL POLICY

The City, its management and its employees all have a vital interest in maintaining a safe and productive work environment. Employees who work while under the influence of drugs or alcohol pose a serious safety and health hazard to themselves, their co-workers, and third parties. In addition, drug or alcohol abuse leads to higher turnover, absenteeism and significantly interferes with and impedes the City's efficient operations. The City's growth and future depend upon the physical and psychological health of its employees. Accordingly, the City, working with its employees, intends to maintain a safe, healthful and efficient work environment for all of

its employees. With these objectives in mind, the City has developed the following policy and procedures on alcohol and drug abuse:

ALCOHOL

The possession of an open container of alcohol or use of alcohol in a City facility while on duty is prohibited. In addition, employees may not report to work or be on City time or on City premises while under the influence of alcohol.

LEGAL DRUGS

Employees may not use or have traceable in their body any legal drug while on City time or while in a City facility to the extent said drug may adversely affect the employee's safety or job performance or the safety or job performance of others. It is the responsibility of the employee to insure that he does not violate this requirement. An employee will not avoid discipline under this policy by producing a prescription or otherwise disclosing his use of the legal drug after being selected for drug testing. However, an employee will not be subject to discipline for traceable legal drugs if: (i) when requested by the City, he provides a current statement from his physician certifying that he is fit for duty; and (ii) he is not consuming such legal drugs in a manner contrary to the prescription, the drug's label or his physician's advice. It is not the intent of the City to discipline an employee for using legal drugs in a proper manner while on duty.

ILLEGAL DRUGS

The possession, sale, purchase or use of any illegal drug while on the City's premises or while on City time is prohibited. Employees may not report to work or be on City time or on City premises with an illegal drug traceable in their systems. Any employee who violates this policy may be discharged or disciplined as provided for hereafter.

DEFINITIONS

For purposes of this drug and alcohol abuse policy, the following terms shall have the following meanings:

“City premises” shall include, without limitation, City Hall, Municipal Center, Civic Center, Fire Station Nos. 1 and 2, Maple Leaf School and the Service Garage.

“City time” shall include all time during which an employee is performing work for the benefit of the City.

“Legal drug” means any substance the possession or sale of which is not prohibited by law, including prescription drugs and over-the-counter drugs.

“Illegal drug” means any controlled substance the possession or sale of which is prohibited by law.

“Under the influence of alcohol” means that the employee has a blood alcohol level of at least .04% or otherwise exhibits behavior reasonably demonstrating that his ability to perform his job duties has been impaired by alcohol

“Traceable in the employee’s system” means that the result of the laboratory’s analysis of the employee’s urine or blood specimen is positive for the tested substance.

PROCEDURES

TESTING

The City may relieve an employee of duty with pay and require the employee to provide both urine and/or blood specimens for laboratory testing or to take a Breathalyzer test at any certified testing center, if:

The City has “reasonable suspicion” to believe that the employee is under the influence of alcohol, abusing a legal drug or using an illegal drug while on duty. For purposes of the policy, “reasonable suspicion” shall mean suspicion based on specific personal observations that a supervisor in the Fire Department can describe concerning the employee’s appearance, behavior, speech, breath, body odor, or other physical indicia of likely drug and/or alcohol use. Such suspicion also may be based upon the observation of behavioral or work performance changes which raises the likelihood of drug and/or alcohol use; or

The employee is involved in a work-related accident which a supervisor in the Fire Department concludes may have been caused by the employee, including, but not limited to, accidents which result in bodily injury or damage to City leased or owned property under circumstances giving rise to the likelihood that the employee's behavior, actions or judgment was impaired at the time of the accident. Such circumstances include, but are not limited to: single vehicle accidents, vehicles striking fixed objects, accidents where the operator of the vehicle is cited for violation of law and work place accidents where the employee, by his action or inaction, appears to have violated work safety rules or to have otherwise contributed to the accident.

If possible, the supervisor in the Fire Department who made a referral for drug or alcohol testing shall, before the end of the shift, complete and sign a confidential "observation checklist" setting forth the facts upon which such City supervisor relied in making the referral for drug or alcohol testing. A copy of the "observation checklist" shall be provided upon request to the subject employee, but will otherwise remain confidential and will be maintained in a separate personnel file for the subject employee, not available for any inquiries until a final determination is reached under the grievance procedure.

The employee has the right to union and/or legal representation prior to referral for drug or alcohol testing assuming that a union representative or his attorney is available within one (1) hour. The Union may designate names of members solely for the purpose of representation prior to referral for drug or alcohol testing. If the union representative or attorney is not available within one (1) hour, the referral for testing shall not be delayed. Specimen collection will occur at a certified testing center and the procedures shall not demean, embarrass or cause physical discomfort to the employee.

The determination of whether or not there is sufficient reason to require a laboratory test shall be solely within the discretion of the Chief or his designated officer in charge at the time of the occurrence, but such discretion shall be exercised in a reasonable fashion.

Regarding urine samples for drug testing, employees will undergo an initial screening (EMIT) test. For any positive results, as confirmation test, including, but not limited to, the gas chromatography/mas spectrometry (GC/MS) test will be used. The City will ensure that there is a continuous chain of custody of any sample taken from an employee.

Urine collection shall be conducted in a manner which provides a high degree of security for the sample and freedom from adulteration. Employees shall not be witnessed while providing a sample. When testing could result in employee discharge or discipline, if the test is positive, a split sample shall be preserved for independent analysis by the employee or his representative.

CONSENT

If requested by the appropriate medical personnel, the employee shall sign a consent form authorizing the withdrawal of a specimen of blood and/or urine or ~~to conduct~~ a Breathalyzer test, and release the results of the laboratory testing to the Chief or his designated officer in charge at the time, and such test results shall remain confidential to them, the employee, and during any subsequent grievance proceeding or arbitration. Once the grievance procedure or arbitration is completed, the information will no longer be confidential.

REFUSAL TO PROVIDE SPECIMEN OR CONSENT

Any employee who refuses to provide a urine or blood specimen, or to take a Breathalyzer test, where the City may request such a urine or blood specimen or Breathalyzer test under this policy, or who refuses to sign a consent form, may be discharged or otherwise disciplined. The discipline can be grieved under the Grievance and Arbitration Procedures.

CONFIDENTIALITY

The results of any blood or urine analysis or Breathalyzer test shall be kept strictly confidential among the employee, the testing facility, and the City officials indicated above. However, the City may use the results to decide upon any action to be taken towards any employee, or to the extent necessary, to defend its actions in subsequent grievance, arbitration, or legal or other proceedings.

TREATMENT

The City in its sole discretion, may require any employee who has been determined to have violated this Policy, as a condition of employment, and in lieu of discharge, to submit to and pass a urinalysis or blood test within six (6) weeks after the date on which it has been determined that the employee violated the Policy. In addition, the City may and shall reasonably attempt to offer to the employee the option of undergoing alcohol or drug rehabilitative treatment at the facility recommended by the City. During the treatment period, the employee shall be suspended with pay. If the employee successfully completes rehabilitation, he shall be reinstated to his prior status. If he does not successfully complete rehabilitation, he may be discharged. To the extent such treatment or counseling is not paid for by the employee's health insurance plan, it shall be at the employee's expense. The City may discharge or discipline any employee who fails or refuses to submit to urinalysis or a blood test or undergo rehabilitative treatment. This decision can be grieved through the Grievance and Arbitration Procedure.

RIGHTS OF APPEAL

Each employee has the right to challenge the results of drug or alcohol testing in the same manner that he may grieve an express provision contained in the Agreement or a dispute concerning the disciplining of an employee.

ARTICLE 41 - STATION CLEANING & MAINTENANCE

Section 1: Interior cleaning shall be done daily by members of Local 340 in the following areas: kitchen, dining area, TV room, dormitory, locker room, alarm office, OIC Office, Paramedic Office, Apparatus Floor (except walls). The classroom and study room shall be cleaned once a week and the floors buffed once a week. The chairs and tables will be arranged and the floor will be swept in the Emergency Operating Center room if City maintenance personnel are not available. Windows shall be cleaned in the above areas twice a month and on the interior only. All other areas shall be the City's sole responsibility and not members of Local 340. No Administrative Offices shall be cleaned. The City shall provide all cleaning supplies and all cleaning shall be of a general nature. The Fire Stations shall be professionally cleaned at least once a year.

Section 2: Exterior maintenance shall be the City's sole responsibility such as grass cutting, lawn trimming, flowers, exterior window cleaning, etc. All snow removal shall be the City's sole responsibility, except for the ramps during heavy snow at which time members of Local 340 shall plow, with a vehicle with proper equipment to insure ingress and egress of emergency vehicles only. Sidewalks shall also be cleaned of snow and salted on a voluntary basis, and the City will provide a snow blower for each station. This shall be determined by the Officer in Charge.

ARTICLE 42 - MISCELLANEOUS ITEMS

Section 1: The City shall buy and replace all kitchen utensils as needed.

Section 2: The City shall provide and maintain all bedding and towels.

Section 3: All training shall be from Monday through Friday, excluding holidays, and shall be completed routinely before 5:00 p.m. The City and the Union agree that the parties to

2025-2027 City of Garfield Heights and Garfield Heights Firefighters IAFF Local 340

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this agreement will make every effort to mutually agree to training when necessary at times other than Monday through Friday. Such requests of the City will not be unreasonable denied.

Section 4: All paychecks shall be direct deposited.

2025-2027 City of Garfield Heights and Garfield Heights Firefighters IAFF Local 340

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EXECUTION IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this _____ of _____, 20_____.

I.A.F.F., LOCAL 340

FOR THE EMPLOYER;
CITY OF GARFIELD HEIGHTS

By: _____
(please sign name)

By: _____
(please sign name)

(please print name)

(please print name)

By: _____
(please sign name)

By: _____
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By: _____
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(please print name)

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2025-2027 City of Garfield Heights and Garfield Heights Firefighters IAFF Local 340

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MEMORANDUM OF UNDERSTANDING

City of Garfield Heights & IAFF Local 340

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Case No. 2024-MED-09-1018

Payments for 2025 Uniform Allowance

-and- Employee Monthly Health Insurance Premium Contribution

Whereas on October 10, 2025, Fact Finder Margaret Nancy Johnson issued a Report and Recommendation to the parties in this matter; and

Whereas, among other recommendations, the Fact Finder recommended:

1. Article XXVI Uniform Allowance - increase the uniform allowance for each employee completing two (2) consecutive years of service to \$1,350 annually, and
2. Article XXIX Insurance - the employee monthly insurance premium contribution be increased to eight percent (8%) in 2025; nine percent (9%) in 2026, and ten percent (10%) in 2027; and

Whereas, the increased employee monthly health insurance premium contribution has not been collected since its effective date of July 1, 2025, and the increased annual uniform allowance has not been paid for 2025;

Whereas, the Fact Finder's report and recommendation was rejected, and, through subsequent negotiations, the parties have reached agreement in this matter and desire to specify their agreement as to

NOW THEREFORE, the parties hereby enter into this Memorandum of Understanding to set forth their agreement for payment or repayment of these items as follows:

Section 1. The parties agreed to a monthly healthcare premium increase for the year 2025, effective July 1, 2025, as follows:

2025-2027 City of Garfield Heights and Garfield Heights Firefighters IAFF Local 340

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	Previous	Agreed Upon
Single	\$70/month	\$100.03/month
Family	\$140/month	\$240.50/month

Section 2. The parties agree that the following payments, subject to applicable taxes and withholdings, will satisfy the respective obligations of the City, Union and members as to the retroactive payments due under *Article XXVI Uniform Allowance* and *Article XXIX Insurance*:

A. Members who are not participants in the City's group health insurance plan will receive \$350 [accounting for the increase in the annual uniform allowance for the year 2025 minus the amount already paid by the City for that year], on or before March 1, 2026;

B. Members who are participants in the City's group health insurance plan for single or employee-only coverage will receive a payment of \$170 [equaling the net of the additional uniform allowance minus \$180 as their healthcare contribution], on or before March 1, 2026;

C. Members who are participants in the City's group health insurance plan for the family or employee plus coverage will owe the City a payment of \$250 [Equaling the net of the employee's \$600 employee health insurance premium contribution since July 1, 2025 minus the additional uniform allowance]. This amount will be repaid to the City by payroll deduction from each applicable member in the amount of \$50 per pay for five (5) straight pays beginning the first pay period in February, 2026. For any member whose employment with the City terminates prior to the full amount being

2025-2027 City of Garfield Heights and Garfield Heights Firefighters IAFF Local 340

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repaid to the City, the unpaid balance will be deducted from their final paycheck with the City;

D. Beginning in February 2026, the City will begin deducting the applicable increased employee monthly healthcare premium contribution per the terms of Article XXIX

Insurance;

E. On the first pay period after July 1, 2026, the City will issue the uniform allowance for 2026, and annually thereafter per the terms of Article XXVI Uniform

Allowance;

This MOU does affect the monthly health insurance premium rates or contribution rates for 2026 or any subsequent year.

Agreed.

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For the City of Garfield Heights

For the Garfield Heights Firefighters IAFF
Local 340

Date:

Date:

RESOLUTION NO.: 08-2026

SPONSORED BY: MAYOR MATTHEW A. BURKE

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR
TO APPLY FOR AND ACCEPT THE CUYAHOGA COUNTY SOLID
WASTE DISTRICT 2026 COMMUNITY RECYCLING AWARENESS
GRANT, AND DECLARING AN EMERGENCY

WHEREAS, the Community Recycling Awareness Grant was created by the Cuyahoga County Solid Waste District (“CCSWD”) to assist local communities educate residents about recycling and create more awareness regarding proper disposal; and

WHEREAS, any village, city, or township located within Cuyahoga County is eligible to apply for the annual reimbursement grant, with no local matching funds required; and

WHEREAS, grant funds may be used to purchase educational and promotional materials such as brochures, flyers, postcards, banners, and yard signs, and to support the cost of up to two community document shredding events; and

WHEREAS, in recent years, the City has used funds received to support CCSWD’s Recycle Right initiative, host two annual Community Shred Days, purchase recycling containers for municipal buildings, and develop recycling promotional materials; and

WHEREAS, the 2026 Community Recycling Awareness Grant will provide funding for the City’s two Community Shred Days, advertising the Household Hazardous Waste collection and the shred events throughout the community, and the purchase of required education materials for residents.

NOW, THEREFORE, BE IT RESOLVED by the Council of Garfield Heights, Cuyahoga County, State of Ohio, that:

SECTION 1. The Mayor of the City of Garfield Heights be and is hereby authorized and directed to apply for and accept the 2026 Community Recycling Awareness Grant.

SECTION 2. Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare and shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

APPROVED: _____
MAYOR

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

EFFECTIVE DATE: _____

RESOLUTION NO.: 09-2026

SPONSORED BY: COUNCILWOMAN DR. TENISHA MACK
CO-SPONSORED BY: MAYOR MATTHEW A. BURKE, ALL OF COUNCIL

A RESOLUTION HONORING AND CONGRATULATING
BRYANTA SPENCER FOR WINNING THE “SOCIAL
WORKER OF THE YEAR” AWARD

WHEREAS, Bryanta L. Spencer, LISW-S, CCTP, CIMHP, is an accomplished Licensed Independent Social Worker, Certified Clinical Trauma Professional, and Certified Integrative Mental Health Professional whose career reflects an unwavering commitment to service, equity, and community well-being; and

WHEREAS, Ms. Spencer is the Founder and Clinical Director of Fortitude Wellness & Consultations, where she provides compassionate, client-centered counseling and therapeutic services to individuals, couples, families, and groups, addressing complex mental health needs through evidence-based and integrative approaches; and

WHEREAS, Ms. Spencer serves as the pioneering Social Work Manager at the Cuyahoga County Public Library, recognized as the first social worker employed by a library system in the State of Ohio, where she has expanded access to critical resources and supports for children, adults, seniors, veterans, individuals with disabilities, and residents experiencing homelessness; and

WHEREAS, Ms. Spencer earned dual Bachelor’s Degrees in Social Work and Communication from The Ohio State University, with a minor in Criminology, and a Master of Science in Social Administration from Case Western Reserve University, demonstrating academic excellence and a strong foundation in both micro and macro social work practice; and

WHEREAS, throughout her distinguished career in public service, healthcare, child welfare, and community-based systems, Ms. Spencer has provided trauma-informed care, crisis intervention, program development, staff supervision, and policy leadership, while consistently strengthening systems and elevating the voices of those most impacted; and

WHEREAS, Ms. Spencer’s leadership, innovation, and community impact have been recognized through numerous honors, including the Rising Star Award from the Northeast Ohio Regional Library System, the Community Impact Award from CareSource, and the prestigious Social Worker of the Year Award presented by the National Association of Social Workers; and

WHEREAS, Ms. Spencer is widely respected for her integrity, clarity, strategic thinking, and ability to bring people together in pursuit of human-centered, sustainable solutions that promote wellness, dignity, and collective care.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Garfield Heights, County of Cuyahoga, the State of Ohio, that:

SECTION 1. The Mayor and Council of the City of Garfield Heights hereby congratulate and honor Bryanta L. Spencer, on being named Social Worker of the Year, and commend her outstanding contributions to the Social Work profession and to the communities she serves.

SECTION 2. Let this resolution serve as an expression of deep appreciation and gratitude for Ms. Spencer's dedication, leadership, and continued commitment to advancing equitable access to care, strengthening community systems, and championing meaningful change.

SECTION 3. The Clerk of Council is hereby authorized to transmit a copy of this Resolution to Bryanta L. Spencer and to the local news media.

SECTION 4. This Resolution shall be in full force and effect from and after the earliest period allowed by law.

PASSED: _____

APPROVED: _____
MAYOR

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

EFFECTIVE DATE: _____

RESOLUTION NO.: 10-2026

SPONSORED BY: COUNCILWOMAN DR. TENISHA MACK

CO-SPONSORED BY: MAYOR MATTHEW BURKE, ALL OF COUNCIL

A RESOLUTION RECOGNIZING JANUARY AS THYROID
AWARENESS MONTH IN THE CITY OF GARFIELD HEIGHTS

WHEREAS, the thyroid is a small but vital gland that regulates metabolism, energy, heart function, mood, and body temperature; and

WHEREAS, thyroid disease affects an estimated 20 million Americans, with many individuals remaining undiagnosed due to lack of awareness and routine screening; and

WHEREAS, common symptoms may include fatigue, unexplained weight changes, depression, anxiety, hair loss, sensitivity to temperature, and irregular heartbeat, which are often mistaken for other conditions; and

WHEREAS, early detection through education, routine blood testing, and medical evaluation can greatly improve treatment outcomes and quality of life; and

WHEREAS, raising awareness empowers residents to recognize symptoms, seek care, and take proactive steps toward better health; and

WHEREAS, the City of Garfield Heights is committed to promoting the health, wellness, and well-being of all residents.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Garfield Heights, County of Cuyahoga, the State of Ohio, that:

SECTION 1. The month of January is hereby proclaimed *Thyroid Awareness Month* in the City of Garfield Heights.

SECTION 2. That City Council encourages residents, healthcare providers, community organizations, and schools to observe this month by promoting thyroid health education and supporting early screening efforts.

SECTION 3. The Clerk of Council is hereby authorized to forward a copy of this resolution to local healthcare organizations and publicize the designation to raise awareness among residents.

SECTION 4. This Resolution shall be in full force and effect from and after the earliest period allowed by law.

PASSED: _____

APPROVED: _____
MAYOR

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

EFFECTIVE DATE: _____