

ORDINANCE NO.:

36-2025

Vote Outcome: Passed

Yes: 7 No: 0

Adopted Date: 4-28-2025

Effective Date: 4-28-2025

SPONSORED BY:

MAYOR MATTHEW A. BURKE

CO-SPONSORED BY:

COUNCIL PRESIDENT AVERY JOHNSON, COUNCILWOMAN  
STACEY COLLIER

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A PURCHASING PARTICIPATION AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE PURCHASE OF SODIUM CHLORIDE (ROCK SALT) FOR THE 2025-2026 SEASON, AND DECLARING AN EMERGENCY

WHEREAS, Section 5513.01 of the Ohio Revised Code provides the opportunity for Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges/Universities and County Transit Boards to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies, or other articles; and

WHEREAS, there exists in the Ohio Department of Transportation, Office of Contracts, Contract #018-26, for the purchase of Sodium Chloride (rock salt), which the City has participated in for many years; and

WHEREAS, in order to participate in this contract, the City of Garfield Heights must complete and submit the purchasing participation agreement for the purchase of Sodium Chloride (rock salt), attached hereto as Exhibit A.

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 Mayor or his designee is hereby authorized and directed to enter into a purchasing participation agreement, attached hereto as Exhibit A, with the Ohio Department of Transportation, for the purchase of Sodium Chloride (rock salt) for the 2025-2026 winter season.

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 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: 4-28-2025

APPROVED:

Matthew A. Burke

MAYOR

Avery Johnson

PRESIDENT OF COUNCIL

ATTEST: Lottie Overly  
Clerk of Council

EFFECTIVE DATE: 4-28-2025

## RESOLUTION AUTHORIZING PARTICIPATION IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2025

**WHEREAS**, the City of Garfield Heights, Ohio, Cuyahoga County (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees that each party hereto shall be responsible for liability associated with that party's own errors, actions, and failures to act.
- d. The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and**
- e. The Political Subdivision hereby agrees to purchase a minimum of 85% of its electronically **submitted** salt quantities from its awarded salt supplier during the contract's effective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, May 2, **by 5:00 p.m.** The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: [Contracts.Purchasing@dot.ohio.gov](mailto:Contracts.Purchasing@dot.ohio.gov) by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

**NOW, THEREFORE**, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

\_\_\_\_\_  
(Authorized Signature) \_\_\_\_\_ Approval Date

**THIS RESOLUTION MUST BE UPLOADED TO THE SALT PARTICIPATION WEBSITE BY NO LATER THAN MAY 2,  
2025.**

**PLEASE NOTE: THE DEPARTMENT WILL NOT ACCEPT TYPED SIGNATURES. PARTICIPATION AGREEMENTS SUBMITTED WITH TYPED SIGNATURES WILL BE INVALID AND INELIGIBLE FOR APPROVAL. YOU CANNOT SUBMIT A WORD DOCUMENT VERSION OF THIS PARTICIPATION AGREEMENT. NO EXCEPTIONS.**



**FISCAL OFFICER'S CERTIFICATION**

**Date: April 28, 2025**

**Ordinance 36-2025**

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

4500 tons requested based on ODOT awarded contract for 2025-26 season

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 follow:

#208 – Street Construction & Repair Fund

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

*Barbara Biro*  
Fiscal Officer/Finance Director

Vote Outcome: Passed  
Yes: 7 No: 0  
Adopted Date: 4-28-2025  
Effective Date: 4-28-2025

ORDINANCE NO.: 37-2025

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

AN ORDINANCE TO REVISE THE CODIFIED ORDINANCES BY  
ADOPTING CURRENT REPLACEMENT PAGES PURSUANT TO  
SECTION 17 OF THE GARFIELD HEIGHTS CHARTER, AND  
DECLARING AN EMERGENCY

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

WHEREAS, various ordinances of a general and permanent nature have been passed by this Garfield Heights City Council ("Council") which should be included in the Codified Ordinances; and

WHEREAS, the City of Garfield Heights has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish such revision which is before Council.

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 ordinances of the City of Garfield Heights, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the March 2025 Replacement Pages to the Codified Ordinances, attached hereto as Exhibit A, are hereby approved and adopted.

SECTION 2. The following sections and chapters are hereby added, amended or repealed as respectively indicated in order to comply with current State law:

Traffic Code

**NO CHANGES**

General Offenses Code

**NO CHANGES**

SECTION 3. Council declares this ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health and safety for the reason that it is imperative to approve and distribute current replacement pages at the earliest possible time to facilitate the administration and daily operation of the City and avoid practical and legal entanglements; it 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: 4-28-2025

APPROVED: Matthew A. Burke  
MAYOR

ATTEST: Lottie Overly  
CLERK OF COUNCIL

Amy Johnson  
PRESIDENT OF COUNCIL

EFFECTIVE DATE: 4-28-2025

Vote Outcome: Passed  
Yes: 7 No: 0  
Adopted Date: 4-28-2025  
Effective Date: 4-28-2025

ORDINANCE NO.: 38-2025

SPONSORED BY:  
CO-SPONSORED BY:

MAYOR MATTHEW A. BURKE  
COUNCIL PRESIDENT AVERY JOHNSON, COUNCILWOMAN  
STACEY COLLIER

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO DO ALL THINGS NECESSARY TO PARTICIPATE IN THE NORTHEAST OHIO REGIONAL SEWER DISTRICT PROGRAM TO SECURE FUNDING FOR THE PURCHASE OF A MEDIUM DUTY TRUCK, AND DECLARING AN EMERGENCY

WHEREAS, the City of Garfield Heights ("City") has an opportunity to participate in the Northeast Ohio Regional Sewer District Program to secure funding for the purchase of a medium duty truck for use in the City's Service Department; and

WHEREAS, the Service Department would use the truck to perform stormwater management, leaf pickup, catch basin repairs, and other similar work; and

WHEREAS, the City wishes to apply for funding for this purchase to the Northeast Ohio Regional Sewer District.

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 Mayor is hereby authorized and directed to do all things necessary to participate in the Northeast Ohio Regional Sewer District Program, to secure the funding for the purchase of a medium duty truck at a cost not to exceed \$200,000.00, including, but not limited to executing any and all applications, agreements and/or contracts as may be required by the Northeast Ohio Regional Sewer District, in order to secure the funds requested, as prepared by City Engineer.

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: 4-28-2025

APPROVED: Matthew A. Burke  
MAYOR

ATTEST: Lottie Overly  
CLERK OF COUNCIL

Avery Johnson  
PRESIDENT OF COUNCIL

EFFECTIVE DATE: 4-28-2025

Vote Outcome: Passed  
Yes: 7 No: 0  
Adopted Date: 4-28-2025  
Effective Date: 4-28-2025

ORDINANCE NO.: 39-2025

SPONSORED BY: MAYOR MATTHEW A. BURKE  
CO-SPONSORED BY: COUNCIL PRESIDENT AVERY JOHNSON, COUNCILWOMAN  
STACEY COLLIER

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH THENDESIGN ARCHITECTURE TO PROVIDE PLANNING SERVICES FOR THE GARFIELD HEIGHTS POLICE STATION, AND DECLARING AN EMERGENCY

WHEREAS, given the age of the building which houses both the Garfield Heights Police Department and the Garfield Heights Municipal Court, along with the potential relocation of the Municipal Court to the Village of Newburgh Heights, the City of Garfield Heights ("City") wishes to explore solutions for its police station; and

WHEREAS, the City would like to enter into an agreement with ThenDesign Architecture ("tda") to provide planning services for this project; and

WHEREAS, tda will analyze the current needs of the Garfield Heights Police Department, refine a previously developed Program of Requirements (POR), and evaluate conditions of potential relocation sites in the City.

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 Mayor or his designee is hereby authorized and directed to enter into an agreement with tda to provide planning services for the Garfield Heights Police Department, attached hereto as Exhibit A and incorporated as if fully written herein, 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 of City Council and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED: 4-28-2025

APPROVED: Matthew A. Burke  
MAYOR

ATTEST: Lottie Overly  
CLERK OF COUNCIL

Avery Johnson  
PRESIDENT OF COUNCIL  
4-28-2025  
EFFECTIVE DATE:

# Proposal for Professional Design Services

**5. Antenucci Building:** Develop the following concept plans, POR, and associated cost models:

- i. Space build-out, reprogramming, and associated costs to move all civic and police functions to the 2<sup>nd</sup> and 3<sup>rd</sup> floor of this facility
- ii. Considerations may also include the incorporation of the Garfield Heights City School District administration into approximately half of the first floor of this building which is not occupied.
- iii. Evaluation of life expectancy of building components if the City desires to purchase the property instead of leasing space.
- iv. The above options also include all necessary renovation costs.

**6. Deliverables:**

- i. One (1) hardcopy of the planning report will be provided as well as an electronic PDF version.

## Work Excluded From Our Scope of Services

1. Drawings beyond conceptual design.
2. Campaign assistance or promotion.

## Fee Structure and Payment Terms

We propose to complete the aforementioned services for a fee of:

**Total Fee: \$20,000.00(Twenty thousand dollars)**

**Reimbursable Expenses** will be billed at 1.0 times the cost and shall include:

- a. Plotting services / document printing
- b. Xerox copies or photocopies
- c. UPS / courier or shipping / delivery

## Payment Terms

Fees will be invoiced monthly as the services are completed or as reimbursable expenses are incurred. Payment of invoice is due 30 days after the date on the invoice.

Payments can be made to: ThenDesign Architecture, 4230 River Street, Willoughby, OH 44094.

For any billing questions, please contact our Accounting Department at 440.269.2266 or [accountspayable@thendesign.com](mailto:accountspayable@thendesign.com).

We thank you for the opportunity to submit this proposal for your consideration. Should this meet your approval, indicate your acceptance by signing below and returning a copy to our office.

# Proposal for Professional Design Services

Proposed By:



Robert Fiala, Founding Partner &  
Principal-In Charge  
ThenDesign **Architecture**

Accepted By:

**Matt Burke, Mayor**  
**City of Garfield Heights**

# Proposal for Professional Design Services

## Terms & Conditions

ThenDesign Architecture, Ltd. (ThenDesign) shall perform the services in accordance with the standards of professional design services and as outlined in this agreement for the stated fee structure. This agreement may be terminated within 10 days written notice by either Party should the other fail to perform its obligations hereunder.

1. Should the project be terminated, payments owed will be based on a mutually agreed upon pro-rated fee structure, based upon the percentage of completion of design, construction documents, bidding and observation, at the time of termination. Project shall be considered terminated if work is stopped or put on hold for a period of six months or more. Notice of Termination must be made in writing, and ThenDesign will base the termination date upon the date of receipt of Notice of Termination.
2. If, for any reason an undisputed portion of an invoice is not paid within 30 days of the invoice date, ThenDesign may cease work on the project, and the Client shall waive any claim against ThenDesign Architecture and shall defend and indemnify ThenDesign from and against any claims for injury or loss stemming from ThenDesign's cessation of service. Client shall also pay ThenDesign the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.
3. In the event any bill or portion thereof is disputed by Client, Client shall notify ThenDesign within ten days of receipt of the bill in question, and Client and tda shall work together to resolve the matter within 60 days of its being called to ThenDesign's attention. If resolution of the matter is not attained within 60 days, either party may terminate this Agreement in accordance with conditions indicated above.
4. If, due to ThenDesign's error, any required item or component of the project is omitted from ThenDesign's construction documents, ThenDesign shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project and/or adds value or betterment to the project. In no event, will ThenDesign Architecture be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.
5. The risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, ThenDesign's total liability to Client for any and all injuries, claims, losses, expenses, damages, or claims expenses arising out of this Agreement from any cause or causes shall not exceed the total of ThenDesign's fee. Such causes include, but are not limited to, ThenDesign's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
6. The Client shall indemnify and hold harmless ThenDesign and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees) caused in whole or in part by the negligent act or omission, and/or strict liability of the Client, its employees or other parties the Client contracts for this project.
7. A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If ThenDesign has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all cost necessary to correct said conditions. If (1) the Client fails to authorize such investigation or correction after due notification or (2) ThenDesign had no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and ThenDesign shall not be responsible for the existing condition nor any resulting damages to persons or property.
8. Should any construction period services be deleted or excluded from this agreement, the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation. The Client waives any and all claims against ThenDesign that may be connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless ThenDesign, its principals, employees and subconsultants, against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the Contract Documents to reflect changed or field conditions, except for claims arising from the sole negligence or willful misconduct of ThenDesign.
9. Neither Party to this Agreement shall transfer, sublet, or assign any rights or interest in this Agreement (including but not limited to any fees that are or may be due) without prior written consent of the other party. Subcontracting to subconsultants normally engaged by ThenDesign shall not be considered an assignment for purposes of this Agreement.
10. All documents produced by ThenDesign under this agreement shall be considered instruments of service and shall remain the property of ThenDesign and may not be used by this Client for any other endeavor without the written consent of ThenDesign.
11. This proposal is valid for 30 days after the date listed.
12. Payment on invoices that exceed 30 days will be billed an additional 1.5 percent per month on the unpaid balance.
13. This agreement shall be governed by the laws of the State of Ohio.

# Proposal for Professional Design Services

## Professional Services Fee Schedule

<b>Architecture</b>	<b>Rate Per Hour</b>
Principal	\$ 400.00
Project Manager	\$ 260.00
Project Architect	\$ 220.00
Construction Administrator	\$ 220.00
Architectural Designer	\$ 175.00
Architectural Intern	\$ 150.00
Technician	\$ 115.00
<b>Planning</b>	
Strategic Planner	\$ 180.00
<b>Interiors</b>	
Interior Designer	\$ 180.00
Interior Designer Intern	\$ 110.00
<b>Design / Communications</b>	
Communications Specialist	\$ 125.00
Graphic Designer	\$ 115.00
<b>Operations</b>	
Senior Administration	\$ 255.00
Administration	\$ 115.00



**FISCAL OFFICER'S CERTIFICATION**

**Date: April 28, 2025**

**Ordinance 39-2025**

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 follow:

#204 Permanent Improvement Fund

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

*Barbara Biro*  
Fiscal Officer/Finance Director

ORDINANCE NO.: 40-2025

Vote Outcome: Passed  
Yes: 7 No: 0  
Adopted Date: 4-28-2025  
Effective Date: 4-28-2025

SPONSORED BY:  
CO-SPONSORED BY:

MAYOR MATTHEW A. BURKE  
COUNCIL PRESIDENT AVERY JOHNSON, COUNCILWOMAN  
STACEY COLLIER

AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF GARFIELD HEIGHTS AND THE FRATERNAL ORDER OF POLICE, LODGE 67 (SERGEANTS AND ABOVE), AND DECLARING AN EMERGENCY

WHEREAS, the City of Garfield Heights' ("City") collective bargaining agreement with the Fraternal Order of Police ("FOP"), Lodge 67 (Sergeants and above) expired on December 31, 2024; and

WHEREAS, the City has been engaged in negotiations with the FOP 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 law enforcement 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 Fraternal Order of Police, Lodge 67 (Sergeants and above), 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: 4-28-2025

APPROVED: Matthew A. Burke  
MAYOR

Avery Johnson  
PRESIDENT OF COUNCIL

ATTEST: Sottie Overly  
CLERK OF COUNCIL

EFFECTIVE DATE: 4-28-2025

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF GARFIELD HEIGHTS**

**AND**

**THE FRATERNAL ORDER OF POLICE,  
LODGE 67**

**(SERGEANTS & ABOVE)**

**Term of Agreement:**

**January 1, 2025 through December 31, 2027**

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## **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 the Fraternal Order of Police, Lodge 67 (“FOP”).

## **ARTICLE 2** **PURPOSE AND INTENT**

**Section 1.** This Agreement is made for the purposes of:

- (a) Continuing and promoting cooperation and harmonious relations between the Employer and the FOP, including members of the collective bargaining unit;
- (b) Establishing equitable and peaceful procedures for the resolution of differences between the parties;
- (c) Guaranteeing the timely and effective delivery of police protection to the residents of Garfield Heights; and,
- (d) 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.** The Employer hereby recognizes the FOP as the exclusive representative for negotiating wages, hours, terms and other conditions of employment for a bargaining unit consisting of all full-time Sergeants and above of the Police Department, excluding all part-time,

seasonal, temporary and probationary employees. All other employees of the Employer are excluded from the bargaining unit.

**Section 2.** Whenever the word "employee(s)" is used in this Agreement, it shall refer to the employee(s) in the aforesaid bargaining unit.

**Section 3.** The Employer will furnish the FOP with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment.

## **ARTICLE 4** **DUES DEDUCTION**

**Section 1.** All employees in the bargaining unit covered by this Agreement who are members of the FOP on the effective date of the Agreement and all other employees in the bargaining unit who become members of the FOP at any time in the future shall, for the term of this Agreement, continue to be members of the FOP, 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 FOP dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting such deductions. The FOP 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 the FOP from time to time in accordance with its Constitution and Bylaws. The FOP shall certify to the Employer the amounts 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 the FOP within thirty (30) days from the date of making such deductions.

**Section 6.** Employees who are members of the FOP may revoke their membership at any time by sending written notice to the FOP of their desire to drop their FOP membership. Revocation of the FOP membership does not revoke the FOP 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 the FOP 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 the FOP 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 the FOP upon request.

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

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

## ARTICLE 5 MANAGEMENT RIGHTS

**Section 1.** Except as specifically deleted or modified by the provisions of this Agreement, the Employer retains the complete and total authority, responsibility, power and right to direct and control the operation and work of the Police Department and the direction of all of its employees. Specifically, the Employer's exclusive management rights include, but are not limited to, the sole right to:

- (a) Hire, discipline, discharge for just cause, layoff and promote;
- (b) Promulgate and enforce employment rules and regulations;
- (c) Reorganize, discontinue or enlarge any operation or division within the Police Department;
- (d) Transfer employees within or to other operations/divisions within the Police Department;
- (e) Determine work methods and the number and location of facilities;
- (f) Determine the manner in which all work is to be performed;
- (g) Determine the size and duties of the work force, the number of shifts required and work schedules;
- (h) Establish, modify, consolidate or abolish jobs; and,
- (i) Determine staffing patterns including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required and areas worked.

**Section 2.** Nothing in this Agreement shall be construed in any manner to diminish the authority of the Employer with respect to any power, right, responsibility or duty conferred on it or any of its officials by federal and/or state statutes and regulations, the Ohio Constitution and common law, the ordinances of Garfield Heights, the rules and regulations of the Garfield

Heights Civil Service Commission, and the rules and regulations of the Garfield Heights Police Department, unless specifically and expressly set forth in this Agreement.

## **ARTICLE 6** **NO STRIKE/NO LOCKOUT**

**Section 1.** The Employer and the FOP agree that the Grievance Procedure, subsequently set forth in this 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 the FOP to avoid work stoppages and strikes. The FOP acknowledges that it is unlawful under Chapter 4117 O.R.C. for safety forces to engage in work stoppages or strikes.

**Section 2.** Neither FOP nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate or assist in any way in any strike, slow down, walkout, concerted “sick leave” or mass resignation, work stoppage or slow down or any other unlawful interference with the normal operations of the Employer. A breach of this Section is grounds for the Employer to take any or all action provided for in Chapter 4117 O.R.C.

**Section 3.** Moreover, the FOP shall, at all times, cooperate with the Employer in the continuation of its operations and services in a normal manner and shall actively discourage and attempt to prevent any violation of this Article.

In the event of a violation of this Article, the FOP shall immediately notify all employees that the strike, work stoppage or slow down, or other concerted interference with the normal operations of the Employer is prohibited, in violation of this Agreement, unlawful and not sanctioned or approved by the FOP. The FOP shall order all employees to return to work immediately.

**Section 4.** The FOP understands and recognizes that the Employer is responsible for and engaged in activities which protect the health, safety and welfare of its residents. Thus, any violation of this Article will cause the Employer and the public to incur damages.

**Section 5.** In the event of a violation of this Article, the Employer shall have all the rights and remedies as are afforded it by virtue of the laws of the State of Ohio.

**Section 6.** The City shall not lockout any employee for the duration of this Agreement.

## **ARTICLE 7** **NEGOTIATION PROCEDURE**

**Section 1.** It is herewith agreed that the provision(s) of Ohio Revised Code Section 4117.14 will govern the process of negotiation, settlement and/or approval of the successor contract, unless another procedure is contained within this contract or mutually agreed to by the parties.

**Section 2.** The term of this Agreement shall be from January 1, 2025 through December 31, 2027, and it shall continue from year to year beyond the original term hereof unless either party notifies the other by filing a Notice to Negotiate with the State Employment Relations Board ("SERB"), not later than ninety (90) days or earlier than one hundred and twenty (120) days prior to the initial expiration date of its desire to modify or amend this Agreement. The postmarked date shall control the issue of timeliness. The notice need not specify in what 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 without serving any notice.

**Section 3.** Within twenty-one (21) days or as soon thereafter as possible after ninety (90) days prior to the initial expiration date or the expiration date in subsequent years, the parties shall meet at a mutually selected location to begin bargaining. Subsequent negotiating sessions

will be convened by mutual agreement of the parties. All bargaining shall be private and no transcript or recording shall be permitted. This Section shall not preclude the taking of notes, the compilation of memoranda, and/or the distribution of notes or memoranda by either side to any person involved in negotiations. Both sides shall be free to select their own representatives for purposes of bargaining and shall not be limited to employees of the City. Each team shall be represented by not more than five (5) representatives. No partial offer made or acceptance of a partial offer made shall bind either party to the partial offer or its acceptance, until such time as the agreement has been presented to the FOP membership and approved. A vote by the membership of the FOP to disapprove will restore the parties to the bargaining process without obligating either party to maintain positions held immediately prior to submission for approval. Likewise, a refusal by the City Council to approve a request for funds necessary to implement an agreement or to approve any other matter requiring its approval will restore the parties to bargaining without the obligation to maintain any previously adopted agreement. It is the intent of both parties that this agreed upon bargaining process be a free and open (but private) exchange, encumbered by any artifice, to the end that each side has a full and fair opportunity to persuade the other to agreement.

**Section 4.** At any time during the bargaining process, either side may request, with or without a declaration of impasse, the Federal Mediation and Conciliation Service to provide a mediator to assist the parties in reaching an agreement. The mediator shall have no power to impose a settlement on either party or to in any way bind either party to an agreement on any issue.

**Section 5.** Approval/disapproval of any proposed agreement by the FOP will be governed exclusively by the FOP's own constitution and by-laws. The approval of a request for

funds necessary to implement an agreement or the approval of any other matter by the City Council shall be governed by its rules and regulations and the applicable provisions of Ohio Revised Code Section 4117.10. The FOP will vote first and the City Council will vote pursuant to Section 4117.10 only after written notice that the FOP has approved the agreement or partial agreement.

**Section 6.** In the event impasse is declared by either party, the unresolved issues will proceed as outlined in O.R.C. 4117.14.

**Section 7.** The arbitrator shall make written findings of fact and promulgate a written opinion and award upon the issues presented to him, and upon the record made before him and shall mail or otherwise deliver a true copy thereof to the Parties and SERB.

## **ARTICLE 8** **GRIEVANCE PROCEDURE**

**Section 1.** Every employee 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 represented by an FOP 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. However, all employees will be disciplined in accordance with the present rules and regulations of the Police Department and the Grievance Procedure shall only be invoked beginning at Step 3 and only after the Safety Director has issued his decision.

Except at Step 1, all grievances shall include the name and position of the grievant; the identity of the provisions of this Agreement involved in the grievance; the time and place where

the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible for causing 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 his immediate supervisor of the possible grievance within five (5) business days of the employee having knowledge or when she/he should have had knowledge of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee within five (5) business days of the notice of the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

**Step 2.** If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee an answer. The Chief shall give his answer in writing within five (5) business days of the meeting.

**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 within five (5) business days from the date of the rendering of the decision at Step 2. A copy

of the written decision shall be submitted with the appeal. The Mayor or his designee shall convene a hearing within ten (10) business days of the receipt of the appeal. The hearing will be held with the grievant and his FOP representative. The Mayor or his designee shall issue a written decision to the employee and his FOP representative within fifteen (15) business days from the date of the hearing. If the grievant is not satisfied with the decision at Step 3, the FOP may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

**Section 4.** All pre-arbitration grievance settlements reached by the FOP and the Employer shall be final, conclusive and binding on the Employer, the FOP and the employee. A grievance may be withdrawn, with prejudice, by the FOP 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 Procedure and the Arbitration Procedure shall be binding on both parties, unless extended by mutual written agreement by the Employer and the FOP. Days as provided in the Grievance Procedure and the Arbitration Procedure shall not include Saturdays, Sundays or holidays.

## **ARTICLE 9** **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 rendering of the decision at Step 3, the FOP may submit the grievance to arbitration, and shall bear the cost for the request. 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 whose business address is in Ohio, and will choose one (1) by the alternative strike method.

**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 “Rules of Voluntary Arbitration” of the AAA.

**Section 4.** The loser of the arbitration shall pay the cost of services provided by the arbitrator. If there is a split decision, each party shall equally pay the cost of service provided by the arbitrator. The Employer and the FOP shall pay the cost of their own witnesses and presentation.

**Section 5.** All decisions of arbitrators shall be final, conclusive and binding on the Employer, the FOP and the employee.

**Section 6.** The FOP 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 the FOP 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 above.

## **ARTICLE 10** **ASSOCIATION REPRESENTATION**

**Section 1.** The parties recognize that it may be necessary for an employee representative of the FOP to leave a normal work assignment while acting in the capacity of representative. The FOP recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment

pursuant to this Section, the representative must obtain approval from the officer in charge of the shift. The Employer will compensate a representative at the normal rate for the time spent at any meetings at which the Employer requests a representative to be present.

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

## **ARTICLE 11** **EMPLOYEE RIGHTS**

**Section 1.** The personnel file for all bargaining unit members shall be maintained under the custody and control of the Chief of Police or his designee. Upon written request to the Chief, a member shall have the right to review their own personnel file at a reasonable time. A minimum of twenty-four (24) hours' written notice is required when requesting said review.

**Section 2.** Except for supervisory and administrative personnel with a legitimate need to know, and except for courts of competent jurisdiction and consistent with current federal or state law, a member's personnel file shall not be available for review by anyone. If a request is made to inspect and/or copy records within a member's personnel file pursuant to Revised Code Section 149.43, the employer shall provide a member notice of the request. The member may pursue any legal means available to protest some or all of the requested disclosure. Any member may copy documents in their file.

**Section 3.** If upon examining his or her personnel file, a member has reason to believe that there are inaccuracies in documents contained therein, the member may write a memorandum to the Chief explaining the contended inaccuracy. If the Chief concurs, he shall either remove the inaccurate document or attach the member's memorandum to the file noting his concurrence with the member's contentions.

While an employee may not alter any documents reviewed in their personnel file, they may offer written clarification, explanation or rebuttal to any of the file's contents by following the departmental chain of command.

**Section 4.** Employees who are the subject of investigations of any nature shall be afforded their constitutional rights as required by law, including Miranda and Garrity rights. All investigations shall be done at reasonable times and places and shall be conducted in a manner consistent with professional law enforcement standards.

**Section 5.** A member's personnel file may be reviewed by the Employer when disciplining that member. For the purposes of discipline, the contents of a member's personnel file will be purged two years after the member's most recent disciplinary action (i.e. once a member works for two years without incident, that member's personnel file will be considered empty for the purposes of future discipline).

## **ARTICLE 12** **DISCIPLINE**

**Section 1.** A non-probationary employee who is suspended, demoted or discharged, shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable time after the Employer has knowledge of the conduct for which an employee is being disciplined and after the discipline has been imposed. In the case of suspension or discharge, the employee shall be advised of the right to confer with a representative of the FOP.

**Section 2.** Disciplinary action taken by the Employer shall only be for just cause.

**Section 3.** Any disciplinary action against a non-probationary employee shall be processed in accordance with the present rules and regulations of the Police Department and the Grievance Procedure shall only be invoked beginning at Step 3.

**ARTICLE 13**  
**NON-DISCRIMINATION**

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

**Section 2.** The FOP expressly agrees that membership in the FOP is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

**ARTICLE 14**  
**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 the 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 15**  
**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 affect any interpretation of any such Article.

**ARTICLE 16**  
**OBLIGATION TO NEGOTIATE**

**Section 1.** The Employer and the FOP acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective

bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**Section 2.** Therefore, for the life of this Agreement, the Employer and the FOP each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

## **ARTICLE 17** **CONFORMITY OF LAW**

**Section 1.** This Agreement shall be interpreted in accordance with Section 4117.10(A).

**Section 2.** If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not 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 18** **DUTY HOURS**

**Section 1.** The City will continue its policy of having the Chief set the employees' work schedule on a monthly basis. The effected employee(s) will be provided twenty-four (24) hours advance notice of any changes in the monthly schedule, except in an emergency situation as determined by the Chief exercising reasonable discretion.

**Section 2.** Employees shall be permitted to voluntarily trade shift days (“Trade Days”) and the hours worked as a substitute are excluded from the calculation of hours for which the employee is entitled to overtime compensation under the FLSA. The employee who requests the Trade Day may voluntarily work for the substitute employee anytime within the monthly schedule or agree to transfer the requisite number of hours worked from the requesting employee’s compensatory time bank on an hour-for-hour basis.

## **ARTICLE 19** **OVERTIME, CALL-IN PAY AND COURT TIME**

**Section 1.** All employees, for work performed in excess of the regular eight (8) hours per shift when approved by the Chief, shall be compensated, at 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 taken in the future as approved by the Chief. Compensatory time shall be accumulated and used in accordance with the Fair Labor Standards Act and regulations promulgated pursuant to the Act. Compensatory time may be cashed in twice per year during the first full pay periods in June and December. No less than twenty (20) nor more than one hundred and sixty (160) hours shall be cashed in per calendar year. Compensatory time cashed in shall be taken first from the bank in the year that it was earned.

**Section 2.** When an employee is placed on “on call status” by the Cuyahoga County Prosecutors in anticipation of providing testimony in an active case, and the employee is ultimately not called in but remained available throughout that particular day, the employee shall be entitled to four (4) straight-time hours of pay, when approved by the Chief. Whenever approved by the Chief, the employees called into work or appearing in court on behalf of the Employer for a time period of less than two (2) hours when the employee is not on duty, shall be

compensated not less than four (4) straight-time hours. An employee called into work within one (1) hour of the start of his shift shall be paid in accordance with the overtime provision set forth above and not receive call-in pay.

**Section 3.** Employees assigned as "Field Training Officers" shall be paid an additional .20 hours per hour of training completed, to be submitted and paid at the end of the regular pay period in which the training was completed. Compensation may be at the employee's regular hourly rate, or taken as compensatory time off.

## **ARTICLE 20** **HOLIDAYS**

**Section 1.** All employees shall receive 116 holiday hours and 16 personal hours in recognition of the following holidays days:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
Columbus Day	Martin Luther King Day
Juneteenth Day	Employee's Birthday (1 day)

**Section 2.** In addition to the benefit provided in Section 1, each employee shall be compensated a rate of one and one-half (1-1/2) times the employee's regularly hourly rate for each hour worked on Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas, New Year's Eve, or New Year's Day.

## **ARTICLE 21** **VACATION**

**Section 1.** Each employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<b><u>Years of Employment</u></b>	<b><u>Weeks of Vacation</u></b>
After 1 year of full-time service	80 hours
After 5 years of full-time service	120 hours
After 10 years of full-time service	160 hours
After 15 years of full-time service	200 hours
After 21 years of full-time service	208 hours
After 22 years of full-time service	216 hours
After 23 years of full-time service	224 hours
After 24 years of full-time service	232 hours
After 25 years of full-time service	240 hours

**Section 2.** An employee who has served less than one (1) year of service shall not be entitled to vacation. 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 take his or her vacation allocation at any time during that calendar year. Allotted time will be given in the first pay period of each calendar year. If an employee is terminated in the first (1<sup>st</sup>) calendar year before his or her anniversary date any vacation time taken will be owed back to the City. Vacation credits accumulated to January 1 of any year shall be used as permitted by the Chief for vacation within the remaining twelve (12) months of such year and shall not be carried over into the next year without approval of the Chief.

**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 Chief with written certification from his prior employer covering the exact periods of such employment.

**Section 4. Vacation Buy-Back.** The employee shall have the right to receive compensation in December of any calendar year at his or her current rate of pay for 24 hours of unused vacation for each full week earned. Requests for such payments must be made in writing to the Chief of Police by not later than December 1. For employees assigned to twelve (12) hour shifts, two (2) days shall equal 24 hours.

## **ARTICLE 22** **SICK LEAVE**

**Section 1.** Sick Leave shall be defined as an absence with pay necessitated by:

- (a) illness or injury of the employee or immediate family member\*;
- (b) exposure by the employee to contagious disease communicable to other employees; or
- (c) pregnancy.

\* An immediate family member is defined as a member of the employee's immediate family living in the employee's household, or dependent children under the age of eighteen (18) years of age not living in the employee's household.

**Section 2.** All full-time employees shall earn sick leave at a rate of 0.0575 hours for each hour worked with no maximum accumulation. While an employee is on sick leave, sick leave is not earned. For purposes of this Section, completed service shall only include hours actually worked, vacation, holidays and compensatory time.

**Section 3.** An employee who is to be absent on sick leave shall notify his supervisor 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 to be examined by a physician designated by the Chief and paid by the Employer. In any event, an employee absent for more than two (2) consecutive scheduled work days may be required by the Chief to supply a physician's certificate to be eligible for paid sick leave.

**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 request of medical examination, the Chief finds there is not 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 or the patterned use of sick leave shall be just and sufficient cause for discipline.

**Section 8.** Any employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

**Section 9.** Any employee of the Employer who has accumulated sick leave earned from being employed by the State of Ohio or any other 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 a transfer of said accumulation to his sick leave accumulation with the Employer, up to 500 hours.

**Section 10.** Upon retirement, death or leaving the service of the Employer, a full-time employee with not less than ten (10) years of continuous service with the Employer shall be entitled to receive a cash payment equal to his hourly rate of pay at retirement multiplied by fifty percent (50%) (if hired before the 2025 contract signature date) or thirty percent (30%) (if hired

on or after the 2025 contract signature) of the total number of accumulated but unused sick leave hours earned by the employee as certified by the Chief. In the case of death of the employee, the benefit provided under this Section will be given to his family.

**Section 11.** Employees may qualify for a sick leave incentive bonus based on the following:

0-12 sick hours used in one year - \$1,500

13-24 sick hours used in one year - \$750

The one year period will begin on December 1<sup>st</sup> and end on November 30<sup>th</sup>. Injuries incurred in the line of duty at the discretion of the Chief shall not count as sick leave for purposes of determining whether the employee is entitled to this sick leave bonus.

**Section 12.** For the purposes of Article 23, Section 13, a “working day” will be read to mean however many hours that employee is scheduled to work on a regular shift.

**Section 13.** During the pregnancy of an Employee who has completed their probationary period, the Employer shall provide a light-duty assignment consistent with the Employee’s regular work hours when a Physician provides documentation deeming road patrol unsafe for the Employee, pursuant to The Pregnant Workers Fairness Act (1964).

## **ARTICLE 23** **PERSONAL LEAVE**

**Section 1.** All employees, in addition to all other leave benefits, shall be granted two (2) personal days each year which shall be taken within the year earned. For the year 2022, all employees shall be granted one (1) additional personal day.

**Section 2.** Personal days shall only be taken with the advance approval of the Chief.

## ARTICLE 24 BEREAVEMENT/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 immediate family as follows:

- (a) For purposes of this Article, the immediate family consists of spouse, parents, stepparents, children, stepchildren, brother, sister, stepbrother, stepsister, grandparents, grandchildren, aunt, uncle, spouse's grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
- (b) In the event of the death of one of those named in Section (a) above, a Department employee will be granted up to three (3) working days with pay. If the employee's RDO's fall within this period, they will be reassigned at the discretion of the Chief of Police. If an employee is on vacation or sick leave, the Bereavement/Funeral Leave policy does not apply.

## ARTICLE 25 LEAVE OF ABSENCE

**Section 1.** Upon written request to the Chief, a full-time employee, having completed their probationary period, may be granted a leave of absence, without pay or benefits, for a period not to exceed one (1) year because of personal illness, injury or disability, including pregnancy, as supported by medical evidence. Such leave of absence shall be subject to the written approval of the Mayor or his/her designee.

**Section 2.** Medical insurance coverage may be continued upon payment of the monthly premium by the employee. During the first three (3) months, employee may maintain coverage by paying his/her regular monthly contribution. For the next three (3) months, employee shall pay percent (50%) of the total premium cost. If the need for leave continues beyond six (6) months, additional leave may be granted, but the employee will be responsible for hundred percent (100%) of the premium cost.

**Section 3.** An employee who is granted an unpaid leave of absence shall not accrue any benefits during their absence, nor shall the employee earn any seniority during said absence.

Life insurance coverage will not be continued. This leave of absence shall not be granted for the purpose of permitting an employee to seek and/or accept other employment, and no employee who is on leave of absence shall accept gainful employment elsewhere.

## **ARTICLE 26** **LONGEVITY**

**Section 1.** The Employer annually will pay employees in accordance with the following longevity schedule for their years of full-time, continuous service to the City:

### **Years of Service**

5 years	\$1,925
10 years	\$2,125
15 years	\$2,325
20 years or more	\$2,525

**Section 2.** Longevity increases shall be determined and granted on the employee's employment anniversary date and shall be payable every two (2) weeks. All full-time employees eligible for a longevity increase shall receive their longevity increase beginning on the first pay period of January of the calendar year in which the vesting anniversary date occurs and shall be incrementally reflected in each pay period of that calendar year.

## **ARTICLE 27** **JURY DUTY LEAVE**

**Section 1.** Any employee who is called for jury duty, either Federal, County or Municipal, and is on duty, shall be paid his or her regular salary, less any compensation received from such Court for jury duty, as provided for in the Ohio Revised Code.

## **ARTICLE 28** **UNIFORM ALLOWANCE**

**Section 1.** All employees shall receive One Thousand Eight Hundred Dollars (\$1,800.00) as a uniform allowance, to be paid the first check date in July.

**Section 2. Vests.** Commencing in 1993 and starting with the oldest first, the City shall survey bullet proof vests for continued usefulness. A minimum of five (5) vests per contract year may be surveyed and replaced. Thereafter, any vest which reaches a useful life of five (5) years shall be considered in need of replacement unless inspection reveals otherwise.

**Section 3. Initial Uniforms.** The Employer shall provide new hires with their uniform allowance upon hire. New employees hired between January 1<sup>st</sup> and June 30<sup>th</sup> will not receive a uniform allowance in the first check in July, as they received their first uniform allowance at their date of hire. In the event a new hire does not complete their probationary period, the new hire will be required to return the initial allowance.

## **ARTICLE 29** **INSURANCE**

**Section 1.** The Employer will 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 employee of eight percent (8%) in 2025, nine percent (9%) in 2026, and ten percent (10%) in 2027 and thereafter of the total cost, including Medical, Prescription, Dental and Vision coverage. Said amounts shall be deducted from each employees' gross pay pre-tax (IRS 125).

**Section 2.** The Employer will provide and pay the full premium for each employee, at his election, for single or family dental and eye care. Frames shall be limited to \$250.

**Section 3.** The City may establish a Cost Containment Committee. The FOP shall participate in this committee by sending one delegate to the committee. The committee shall be comprised of City management and a delegate from each union and non-union employee group. The purpose of this committee shall be to review and recommend changes in health care coverage, if any, to the City Administration in keeping with sound fiscal management of the City

and deliverance of the most cost-efficient health care to its employees. Any changes recommended by the Cost Containment Committee shall be approved by the members of the FOP.

**Section 4.** The Employer will provide and pay the full premium of a convertible life insurance policy in the face value of Thirty Thousand Dollars (\$30,000.00) for all employees. In addition, the Employer will provide and pay the full premium of a convertible life insurance policy in the face value of Three Thousand Dollars (\$3,000.00) for the spouse of each employee and One Thousand Dollars (\$1,000.00) for each child of each employee.

**Section 5.** Pursuant to its self insurance program or an outside carrier, the Employer will provide liability and false arrest coverage for all employees.

## **ARTICLE 30** **SALARY**

**Section 1.** Employees shall receive annual wage increases pursuant to the City Charter (Section 41A), which requires payment to be made as of June 1 of each applicable year.

**Section 2. Firearm Proficiency Allowance.**

(a) During the term of this agreement, all employees shall be required to complete the Firearms Requalification Program consistent with Ohio Revised Code Section 109.801, *et seq.* In order to receive the allowance set forth below, each employee must meet or exceed the standards as contained within the provisions of the Revised Code referenced above.

(b) Satisfactory qualification shall be evidenced by a written letter or memorandum of qualification from the police department range or training officer to the individual employee involved, and to the City.

(c) Upon evidence of satisfactory qualification, each member shall be entitled to a proficiency allowance in the amount of one thousand and five hundred dollars (\$1500.00),

payable no later than in the first full pay period in April of each contract year.

**Section 3.** All employees shall receive their paychecks through a “direct deposit” system.

**Section 4.** The provisions of the current CBA notwithstanding, any bargaining unit member who leaves his position on account of a disability retirement, as that term is defined by the ORC, and then returns to his position in conformance with the applicable ORC provisions, shall have his seniority defined and his wages and benefits provided as if he had never left his position.

## ARTICLE 31 PHYSICAL FITNESS BONUS

**Section 1.** Employees may choose to perform a physical fitness exam that will be conducted each calendar year during the month of September. Said examination will be conducted by the Chief of Police, or his designee. A record of said examination shall be kept by the Police Chief, or his designee, in their regular course of business.

**Section 2.** Said physical fitness examination will be conducted in accordance with the standard agreed upon by the Chief of Police and a representative from the City of Garfield Heights Administration with respect to the age and gender of the testing employee. The current will be attached hereto as an appendix and included as if fully written within.

**Section 3.** All employees who successfully meet the minimum standards contained within **this Article** shall receive an additional 24 hours of compensatory time to be deposited in their respective compensatory time banks.

## ARTICLE 32 EDUCATION INCENTIVE BONUS

**Section 1.** Employees shall receive an annual education incentive bonus for the completion of post-secondary educational programs. Employees shall receive the following:

Associate's Degree:	\$400 annually
Bachelor's Degree:	\$500 annually
Master's Degree:	\$600 annually

Employees are to receive the highest bonus available to them, but in no circumstances shall an employee receive multiple education incentive bonuses in one year. For example, an employee who has obtained all three degrees shall receive an annual bonus of the highest level attained, not the accumulation of all three.

**Section 2.** The annual bonus shall be included in the first pay of September each calendar year. Evidence of the completion of the aforementioned programs shall be submitted to the Chief of Police no later than July 1 for the purpose of receiving the bonus that year. Once an employee has submitted satisfactory documentation as to the completion of a post-secondary educational program, the Chief of Police shall retain said documentation and the employee will not be required to submit documentation annually to receive the bonus.

## ARTICLE 33 SENIORITY AND LAYOFF

**Section 1.** Seniority shall be determined by continuous service with the Police Department within classification. Continuous service shall be broken by retirement, resignation or discharge. Seniority shall be adjusted to exclude periods of layoff, disciplinary suspension, leaves of absence without pay or other 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) in the following order:

- (a) Employees who have not completed their probationary period;
- (b) Employees who have completed their probationary period; and,
- (c) When the seniority of two or more employees is equal, the employees with the lower initial Civil Service test score will be laid off.
- (d) When the seniority of two or more employees hired through lateral entry is equal, previous full-time employment service will be the determining criteria for seniority.
- (e) When the seniority of two or more employees hired through lateral entry is equal and each employee's previous employment only included part-time employment, the amount of hours worked in the two (2) years of employment directly prior to joining the City of Garfield Heights will be the determining criteria for seniority

**Section 3.** When a layoff takes place, seniority as described above will control to allow the least senior employee by rank to bump down into the next lower rank, provided the senior employee has the skill and ability to perform the duties of the position in question. Employees will be given a minimum of two (2) weeks advance notice of layoff, indicating the circumstances which made the layoff necessary.

**Section 4.** Employees shall be recalled in the reverse order of their layoff. An employee on layoff will be given ten (10) calendar days notice of recall from the date on which the notice is sent by certified mail, return receipt requested to the last known address of the employee. It is the employee's responsibility to notify the City of a change of address.

## ARTICLE 34 PROBATIONARY PERIOD

**Section 1.** (Article 32 has intentionally been left blank as this Article is not applicable to the Sergeants and above.)

## ARTICLE 35 K-9 OFFICERS

**Section 1.** The assignment, existence, and removal of a K-9 Officer within the Police Department will be at the sole discretion of the Chief of Police.

**Section 2.** If the City chooses to assign a member to the position of K-9 Officer, that member will receive an FLSA wage adjustment for performance of those duties required outside regular work hours for the care and maintenance of the K-9 animal, including but not limited to, caring and training of the canine at home while off duty, in the amount of four thousand (\$4,000.00) dollars.

**Section 3.** The K-9 Officer will be provided a specially equipped vehicle to accommodate the canine and shall be provided as a take home vehicle. The vehicle shall be used by the K-9 Officer to transport the canine to and from work and for off duty k-9 related functions. The vehicle will not be used for any other reason unless authorized by the Chief of Police or his designee. It is agreed that this is a unique circumstance and that the functions of this particular assignment require a specially equipped dedicated vehicle.

**Section 4.** Any member, who agrees to become the K-9 Officer, commits to assume the responsibilities as handler of the K-9 animal for the service life of the animal.

**Section 5.** The K-9 Officer agrees to allow the K-9 animal to reside at the K-9 Officer's residence and agrees to devote a considerable amount of personal time to the animal's care.

**Section 6.** The K-9 Officer may not participate in any other specialized unit in the Police Department without the express permission of the Chief of Police.

**Section 7.** The K-9 Officer agrees to maintain the necessary certification of the K-9 Officer as required by Section 109:2-7-03 of the Ohio Administrative Code, Minimum Standards

for Certification of Law Enforcement Canine Units and Ohio Administrative Code Section 109:2-7-05, Certification of law Enforcement Canine units, and City of Garfield Heights Police Department Guidelines and this Policy for the K-9 Officer and the City agrees to reimburse the K-9 Officer for all fees in connection with maintain the certification.

**Section 8.** Both the City and the K-9 Officer agree that the needs and requirements of the canine are unique. As previously noted, the assigned K-9 Officer shall receive appropriate training prior to deployment. This training shall meet the guidelines of the Ohio Administrative Code and those established by the North American police Work Dog Association. No canine shall be deployed until the above certification is achieved and said certifications shall be maintained as more fully identified herein and above.

**Section 9.** The City will provide all items necessary for the K-9 animal, including but not limited to food, medical care, kennel facilities, etc., during the active duty life of the K-9 animal.

**Section 10.** The K-9 Officer maintains possession of the K-9 animal after it is retired from service with the City of Garfield Heights Police Department. After retirement the K-9 animal, it is understood the City has no further responsibility to the K-9 Officer for the animal or its care.

**Section 11.** Each Police Canine shall remain the property of the City of Garfield Heights throughout its career. At the conclusion of the animal's serviceability as a police canine, the canine shall first be offered to its K-9 Officer at the cost of \$1.00. In the event the K-9 Officer does not wish to retain possession of the canine, the same may disposed of in any other appropriate manner.

**ARTICLE 36**  
**DETECTIVE'S BUREAU**

**Section 1.** All employees assigned to the Detective's Bureau as of the 30<sup>th</sup> day of June of the calendar year will receive a bonus in the amount of One Thousand Five Hundred Dollars (\$1,500.00) to paid no later than the first full paycheck in August.

**ARTICLE 37**  
**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 Fire 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 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 purposes 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 this 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 refund.

**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 38** **HIGH RISK INJURY LEAVE**

**Section 1.** Whenever a full-time police employee during the lawful performance of assigned duties, including training, as a direct result of a "high risk" situation or circumstance, suffers injuries causing total disability for more than three (3) full work days, "high risk" sick leave shall be granted in lieu of regular sick leave and the employee will be credited back the initial three (3) days taken for sick leave during such total disability, not to exceed ninety (90) calendar days. If, at the end of such ninety (90) day period, the employee is still 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.

**Section 2.** "Total Disability" shall mean the physical inability of an employee to perform regularly assigned duties at the station and/or otherwise engage in any other gainful employment.

**Section 3.** In order to qualify for "High Risk" sick leave, the following criteria shall be certified by the Chief of the Division and approved by the Safety Director and the Mayor:

- (a) The injuries are the direct result of:
  - (1) An accident occurring when lights and sirens are being used pursuant to Division rules and regulations;
  - (2) A non-chargeable automobile accident occurring during the scope and course of employment;
  - (3) A fight, effecting an arrest or controlling a domestic violence situation, or during a SWAT team call-out for any critical incident;
  - (4) The use of a firearm, knife, chemical agent, impact weapon, or other dangerous weapon;
  - (5) An injury which occurs while on the street as a result of directing traffic or investigating a traffic violation or traffic accident; or
  - (6) An animal bite that results in serious physical harm.
- (b) The event herein described must be duly logged and a written report submitted to the Chief's Office during the shift in which it occurs, or as soon thereafter as practicable.
- (c) Medical evidence has been provided within a reasonable period of time [no more than fourteen (14) days] from the employee's treating physician and/or the City physician, establishing the cause, nature and extent of the injuries; the likelihood of the term of disability; and the medical probability of full recovery and eventual return to work.
- (d) The Employee shall have applied for and have been found eligible to receive coverage under Workers' Compensation of Ohio and the Employee signs a waiver and assignment to the Employer for amounts payable under such Workers' Compensation for temporary total disability benefits, and for any other Employer-paid insurance benefits.

(e) The Employer shall have the right at any time during the process to request medical verification of the Employee's injury from his doctor. In addition, the Employer shall have the right, at its expense, to send the employee to a doctor of its own choosing for medical verification. In the event there is a dispute between the employee's physician and the City's doctor, the parties agree to send the employee to a third, neutral doctor, whose decision regarding the process will be final.

**Section 4.** In the event said injury leave shall preempt a scheduled vacation period, said vacation may be rescheduled with the prior approval of the Chief.

**Section 5.** Should a full-time police employee incur an injury on duty and be granted High-Risk Injury Leave pursuant to this Article of the Collective Bargaining Agreement the employee may be granted transitional duty which they are capable of performing, at the discretion of the Chief of Police, which can be terminated at any time.

## **ARTICLE 39** **SUBSTANCE ABUSE**

The Employer and Union agree to abide by the terms of the Employer's Drug-Free Workplace Policy, incorporated as an Appendix to this Agreement, as may be updated and amended from time to time. Should the policy need to be adjusted, the Employer will notify the Union and provide the Union with a written update to the policy, which shall be incorporated into the agreement as an update to the Appendix.

## **ARTICLE 40** **MISCELLANEOUS**

**Section 1.** In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination.

**Section 2.** The FOP will be allowed one (1) bulletin board for official FOP notices. This bulletin board will be located in the Police Department.

**ARTICLE 41**  
**LABOR-MANAGEMENT COMMITTEE**

**Section 1.** In the interest of sound labor-management relations, once each quarter if requested by either party and on a mutually agreeable time, date and place, the Employer designee(s) shall meet with no more than three (3) representatives of the FOP to discuss issues of mutual labor-management interest.

**Section 2.** The party requesting the meeting shall furnish an agenda to the other party at least five (5) days in advance of the scheduled meeting. The agenda should include the names of those persons attending and the matters to be discussed at the meeting. The purpose of such meetings shall be to:

- (a) discuss matters of mutual concern;
- (b) notify the FOP of departmental changes made by the Chief of Police which affect the bargaining unit;
- (c) disseminate general information of interest to bargaining unit members; and
- (d) discuss ways to improve department efficiency.

**Section 3.** It is further agreed that should special labor-management meetings be requested and mutually agreed upon, they shall be scheduled as soon as practical.

**Section 4.** The committee shall not be used to bypass the normal chain of command. Matters that are subject to negotiations or the grievance process shall not be discussed without mutual agreement of the City and FOP.

**ARTICLE 42**  
**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 the Agreement and all such other parts of the

Agreement shall remain in full force and effect. In such event, the Employer and the FOP will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

## **ARTICLE 43** **EXECUTION**

**Section 1.** IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**FOR THE FOP:**  
**(SERGEANTS & ABOVE)**

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

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

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

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

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

**FOR THE EMPLOYER:**  
**THE CITY OF GARFIELD HEIGHTS**

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

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

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

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

## **LETTER OF UNDERSTANDING - I**

April 14, 2025

Re: Negotiations between City of Garfield  
Heights and OPBA, Lodge 67

Article XXX, Salary, Section 1, refers to the City Charter (Section 41A). This section requires the City to compile a wage survey of cities that have a population of 10,000 or more and whose boundary lines are contiguous to the City of Cleveland, Ohio for the purpose of determining average pay for police and fire employees.

The City and FOP agree to add into the average pay fund comparison that is required pursuant to the Charter of the City of Garfield Heights, Average Pay Fund, Department of Public Safety, Section 41-A, the proficiency allowance and pension pick-up for police employees in the City of Euclid.

For the duration of this collective bargaining agreement, such average pay computation will be applied to salaries for police and fire employees of the City of Garfield Heights. They will then receive that wage increase retroactive to January 1 of the applicable year.

**APPENDIX A**  
**SUBSTANCE ABUSE**  
**(DRUG-FREE WORKPLACE POLICY)**

**Section 1. 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 coworkers, 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:

**(a) Alcohol**

The possession, sale, purchase or use of alcohol (aside from within their official capacities) in a City facility or while on City time 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.

**(b) 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.

**(c) Illegal Drugs**

The possession, sale, purchase or use of any illegal drug (aside from within their official capacities) 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.

**(d) Any employee who violates this policy may be discharged.**

## Section 2. DEFINITIONS

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

- (a) "City premises" shall include, without limitations, City Hall, Municipal Center, Maple Leaf School, the Service Garage, and all other property owned or leased by the City.
- (b) "City time" shall include all time during which an employee is on City premises or performing work for the benefit of the City.
- (c) "Legal drug" means any substance the possession or sale of which is not prohibited by law, including prescription drugs and over-the-counter drugs.
- (d) "Illegal drug" means any controlled substance the possession or sale of which is prohibited by law.
- (e) "Under the influence of alcohol" means that the employee has a blood alcohol level of at least .04 or above or otherwise exhibits behavior demonstrating that his ability to perform his job duties has been impaired by alcohol.
- (f) "Traceable in the employee's system" means that the result of a laboratory's analysis of the employee's urine or blood specimen is positive for the tested substance.

## Section 3. PROCEDURES

### (a) Testing

(a)(1) The City may relieve an employee of duty and require the employee to provide both urine and/or blood specimens for laboratory testing or to take a Breathalyzer test, if:

(a)(1)(a) The City has "reasonable suspicion" to believe that the employee is under the influence of alcohol or a legal or illegal drug. For purposes of this policy, "reasonable suspicion" shall mean suspicion based on specific personal observations that a supervisor in the Police Department can describe concerning the employee's appearance, behavior, speech, breath, body odor, or other physical indicia of possible drug and/or alcohol use. Such suspicion also may be based upon the observation of behavioral or work performance changes which raises an inference of drug and/or alcohol use or,

(a)(1)(b) The employee is involved in a work-related accident which a supervisor in the Police 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 a question of whether that 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.

(a)(1)(c) The employee is involved in an office related shooting.

(b) If possible, the supervisor in the Police Department who made a referral for drug or alcohol testing shall, before the end of the shift, complete and sign an "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.

(c) The employee has the right to union representation prior to referral for drug or alcohol testing assuming that a union representative is immediately available. The OPBA may designate names of members solely for the purpose of representation prior to referral for drug or alcohol testing. The non-availability of union representation shall not operate to delay the referral for testing.

(d) Specimen collection will occur at a reasonable location determined by the Chief of Police and the procedures shall not demean, embarrass or cause physical discomfort to the employee.

(e) The determination of whether or not there is sufficient reason to require a laboratory test shall be solely within the discretion of the City.

(f) As concerns urine samples for drug testing, employees will undergo an initial screening (EMIT) test. For any positive results, a confirmation test, including but not limited to, the gas chromatography/mass 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.

#### **Section 4. CONSENT**

If requested by the appropriate medical personnel, the employee shall sign a consent form to withdraw a specimen of blood and/or urine, or to conduct a Breathalyzer test, and release the results of the laboratory testing to the City.

(a) **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, shall be discharged.

(b) **Confidentiality**

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

#### **Section 5. TREATMENT**

The City in its sole discretion, may require any employee who violates this Policy as a condition of employment and in lieu of discharge, to submit to and pass a urinalysis or blood test within six weeks after the date on which the City determines that the employee violated the Policy. In addition, the City may require the employee to undergo alcohol or drug rehabilitative treatment at the facility recommended by the City. 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 any employee who fails or refuses to submit to urinalysis or a blood test or undergo rehabilitative treatment.

Vote Outcome: Passed  
Yes: 7 No: 0  
Adopted Date: 4-28-2025  
Effective Date: 4-28-2025

ORDINANCE NO.: 41-2025

SPONSORED BY: MAYOR MATTHEW A. BURKE  
CO-SPONSORED BY: COUNCIL PRESIDENT AVERY JOHNSON

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH CXT, INC. FOR THE PURCHASE AND INSTALLATION OF A CORTEZ PRECAST CONCRETE RESTROOM FACILITY AT THE FRANK J. DEBELAK RECREATION AREA, AND DECLARING AN EMERGENCY

WHEREAS, the restroom facilities located at the Frank J. Debelak Recreation Area are in disrepair and no longer fit for public use; and

WHEREAS, the City of Garfield Heights ("City") wishes to enter into an agreement with CXT, Inc. to purchase and install a new Cortez precast concrete restroom facility to replace the current structure; and

WHEREAS, the aforementioned precast concrete restroom facility is available for purchase without bidding through the City's membership with Sourcewell (formerly National Joint Powers Alliance) under Contract #081721-CXT, at a total cost of \$91,318.00.

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 Mayor or his designee is hereby authorized and directed to enter into an agreement with CXT, Inc. for the purchase and installation of a Cortez precast concrete restroom facility for the Frank J. Debelak Recreation Area (agreement attached hereto as Exhibit A and incorporated as if fully written within) at a total cost not to exceed \$93,000.00.

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purpose set forth in Section 1 hereof, said amount 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: 4-28-2025

APPROVED: Matthew A. Burke  
MAYOR

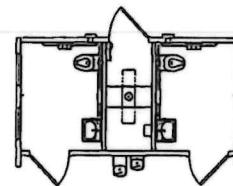
ATTEST: Lottie Overy  
CLERK OF COUNCIL

Avery Johnson  
PRESIDENT OF COUNCIL

EFFECTIVE DATE: 4-28-2025

## CORTEZ – 10' 3" X 17'

Cortez with chase has two single user fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded, and set up at site.



**CXT**  
800.696.5766  
cxtinc.com

\*Base Price \$ 65,718.00

### Optional Sections

Restroom\* \$65,718 Qty: = \$0

Family Assist Shower/Restroom Combo\* \$76,680 Qty: = \$0

Concession\* \$76,194 Qty: = \$0

Shower\* \$79,479 Qty: = \$0

Multipurpose Room \$60,840 Qty: = \$0

\*Includes 4-gallon water heater.

Total for Optional Sections \$ 0.00

### Added Options

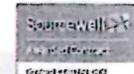
Price per unit

Click to select

Final Connection to Utilities (per section)	\$ 5,000.00	<input type="checkbox"/>	0.00	
Optional Wall Texture (per section)- choose one	<input type="radio"/> Split Face Block (\$5,500) <input type="radio"/> Stone (\$7,000)	Reset Wall Texture	0.00	
Optional Roof Texture (per section)	<input type="checkbox"/> Ribbed Metal	\$ 5,500.00	<input type="checkbox"/>	0.00
Insulation and Heaters (per section)		\$ 19,500.00	<input type="checkbox"/>	0.00
Stainless Steel Water Closet (each)	Qty: \$ 1,750.00	<input type="checkbox"/>	0.00	
Stainless Steel Lavatory (each)	Qty: \$ 1,500.00	<input type="checkbox"/>	0.00	
Electric Hand Dryer (each)	Qty: \$ 700.00	<input checked="" type="checkbox"/>	0.00	
Electronic Flush Valve (each)	Qty: \$ 1,500.00	<input type="checkbox"/>	0.00	
Electronic Lavatory Faucet (each)	Qty: \$ 1,500.00	<input type="checkbox"/>	0.00	
Paper Towel Dispenser (each)	Qty: \$ 350.00	<input type="checkbox"/>	0.00	
Toilet Seat Cover Dispenser (each)	Qty: \$ 350.00	<input type="checkbox"/>	0.00	
Sanitary Napkin Disposal Receptacle (each)	Qty: \$ 100.00	<input type="checkbox"/>	0.00	
Baby Changing Table (each)	Qty: \$ 750.00	<input type="checkbox"/>	0.00	
Skylight in Restroom (each)	Qty: \$ 1,600.00	<input type="checkbox"/>	0.00	
Marine Grade Skylight in Restroom (each)	Qty: \$ 2,450.00	<input type="checkbox"/>	0.00	
Marine Package (excluding fiberglass doors and frames) (per section)	\$ 2,350.00	<input type="checkbox"/>	0.00	
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: \$ 5,600.00	<input type="checkbox"/>	0.00	
2K Anti-Graffiti Coating (per section)	\$ 4,000.00	<input type="checkbox"/>	0.00	
Optional Door Closure (each)	Qty: \$ 700.00	<input type="checkbox"/>	0.00	
Fiberglass Entry and Chase Doors and Frames (each)	Qty: \$ 3,300.00	<input type="checkbox"/>	0.00	
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty: \$ 1,350.00	<input checked="" type="checkbox"/>	0.00	
Exterior Frostproof Hose Bib with Box (each)	Qty: \$ 1,200.00	<input type="checkbox"/>	0.00	
Total for Added Cost Options:			\$ 1100.00	
Custom Options: OH Installation Surcharge 2024			\$ 7,700.00	
Engineering and State Fees:			\$ 7,500.00	
Estimated One-Way Transportation Costs to Site (quote):			\$ 10,400.00	
Estimated Tax:			\$ 0	
\$ 95418			Total Cost per Unit Placed at Job Site: \$ 91,318.00	

Estimated monthly payment on 5 year lease \$1,835.49

*Disclaimer: Please call to confirm selected sections are compatible.*



This price quote is good for 60 days from date below, and is accurate and complete.

I accept this quote. Please process this order.

Paul Birk SR.

Company Name

**Gregg  
Zentarsky**

Digitally signed by Gregg  
Zentarsky  
Date: 2024.10.17 09:13:53  
-04'00'

CXT Sales Representative

Date

*Paul  
Birk Sr.*

*City of  
Garfield Hts.*

Company Representative

*12-10-24* Date

## ORDERING INFORMATION



CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to- use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):

Remitting by check:

CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

Remitting by ACH or wire transfer:

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA

Account: 1077766885 ABA/Routing: 043000096

Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Site must allow for the crane to be within three feet of the building location and the truck to be within three feet of the crane. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for

special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <http://www.cxtinc.com>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-1/2% of contract price per month or any part of any month will be charged.

\*\*Customer is responsible for all local permits and fees.

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

• F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.

• F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

• F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

• Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.



Department of  
Taxation

tax.ohio.gov

STEC U  
Rev. 3/15

## Sales and Use Tax Unit Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

(Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

LOCAL MUNICIPALITY

*Purchaser must state a valid reason for claiming exception or exemption.*

City of Garfield Heights

Purchaser's name

Local Government

Purchaser's type of business

5407 Turney Road

Street address

Garfield Heights, OH 44125

City, state, ZIP code

*Barbara Best*

*Finance Director*

Signature

Title

1-17-2018

Date signed

34-6001195

Vendor's license number, if any

**Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either Administrative Code Rule 5703-9-10 or 5703-9-25.**

**This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with Administrative Code Rule 5703-9-14.**



## DELIVERY AND INSTALLATION QUESTIONNAIRE

10. Due to the weight, the equipment can damage underground utilities in parks. Is there any possibility of this happening?  YES  NO

PLEASE NOTE: CUSTOMER IS RESPONSIBLE FOR MARKING THE EXACT LOCATION OF THE BUILDING AND A UTILITY LOCATE (CALL BEFORE YOU DIG) MUST BE DONE PRIOR TO OUR ARRIVAL FOR INSTALLATION. If YES, please explain:

11. Does a tractor trailer and a crane have the ability to get within 2 feet of the actual install site?

YES  NO

Please reference the site mock ups to determine if either of these two scenarios is acceptable.

12. Is the pad built to or the hole dug to the specifications provided by CXT?  YES  NO

13. Has the pad compaction and level been verified by a third party inspection?  YES  NO

14. What is the water line size available to the new building? NA

15. What is the water line pressure available to the new building? NA

16. Power: what is the incoming voltage and phase? NA

NOTE: Your building pad is required to be constructed in accordance with the FOUNDATION DETAIL in your drawing packet as well as the CXT CONCRETE BUILDINGS SUBGRADE PREPARATION CHECKLIST. If this is not verified by a certified testing agency, your warranty may be voided.

17. Are the stub ups correct per the drawing for your building?  YES  NO

18. Will a plumber and/ or electrician be on site to adjust the stub ups if they are not correct?  YES  NO  
It is your responsibility to make sure that water and electricity are available and ready to be connected on the day of the installation and that the stub ups and pad are correct!

- ❖ There is a possibility that damage to your site may occur (sidewalks, grass, curbing, asphalt, underground utilities, etc.). While we do not accept liability for this damage, there may be steps we can take to minimize the potential for this damage (steel plates, gravel ramps, etc.) at an additional cost.
  - For forest service projects, per FAR 52.236-2, differing site conditions will need to be agreed upon prior to the start of the project.
- ❖ The installer will conduct a safety meeting the morning of the installation. Anyone who plans to be onsite during the installation is required to attend this meeting.
- ❖ Any work outside of this scope you will need to negotiate directly with the installer. it is up to their discretion whether or not to accept it!
- ❖ **IMPORTANT:** Additional charges can and/or will be charged to the customer for any out of scope site work including, but not limited to: any of the above listed conditions, temporary off load due to any cause (weather), short trailer transfer, blasting/rock removal, and larger than normal crane requirements. Please check with CXT if you have any concerns or questions.

Please visit our website at <http://www.cxtinc.com> as it contains information that can be very helpful to you.

## CXT® BUILDING ORDER CHECK LIST

Customer Name:

Thank you for your purchase of a CXT precast concrete building. This form is to make sure your purchasing experience is as smooth and precise as possible. The following check list needs to be completed and included with the other documents requested below in order to process your order.

1. Forms needed to process your order (check all that apply) and send all together:

- a) Signed pricing sheet
- b) Installation form *NA*
- c) Sales tax exemption certificate required

2. Flush building orders:

a) Have all priced options been included on the pricing sheet

Yes  No

b) \*\*Options section on last page of pricing sheet filled out (signs, handles, etc.)

Yes  No

c) Are stamped plans required

Yes  No

3. Vault building orders:

a) Have all priced options been included on the pricing sheet

Yes  No

b) \*\*Options section on the last page of the pricing sheet filled out (signs, vents\*, etc.)

Yes  No

c) Are stamped plans required

Yes  No

4. Is site accessible to a standard over-the-road semi and trailer and can the crane get within 3' of the pad or excavation:

Yes  No

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\*Vents need to be on the prevailing wind side of the building. Call your sales representative if you have any questions.

\*\*Options section on pricing sheets include:

Wall texture/color

Door locks

Roof texture/ color

Vent locations (vaults only)

Signage (men's, women's, unisex)

Toilet paper holders

Door handles

Clear Form

Job Information for S.O. Bathroom Unit

Today's date: 12-10-24

**Customer Name**

City of Garfield Hts  
General Contractor  or Sub-contractor

**Project Description**

Project Name Bathroom Unit Project Number \_\_\_\_\_

Address 10200 Granger Rd.

City Garfield Hts. State OHIO Zip 44125

**Project Owner**

Name Paul Birk SR

Address 5411 Turney Rd.

City Garfield Hts. State OHIO Zip 44125

**Contractor Information**

Name N/A

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**\*\*If this job is exempt from sales tax, an exemption certificate  
is required. Please attach a copy.\*\***



## DELIVERY AND INSTALLATION QUESTIONNAIRE

1. Customer: City of Garfield Hts. Site location: 12200 Granger Rd.
2. Your name: Paul Birk Title: Parks Director
3. Desired delivery date: \_\_\_\_\_
4. Physical address: 12200 Granger Rd.  
*Please provide written directions from the closest town to your job site (maps acceptable).*
5. Who will be the representative on site? Paul Birk Phone #: 216-475-7272  
**NOTE: This person will have the ability to sign for the acceptance of the building as well as authorize any changes onsite.**
6. Is there cell phone coverage at the site?  YES  NO  
If NO, how far would we need to travel to get service? \_\_\_\_\_

The trucks delivering your building can range from 75' to 120' long and can weigh up to 150,000 lbs. They require a 32' wide, firm surface to make a 90 degree turn. Some of the trailers only have 6 to 8 inches of ground clearance so even road camber can cause a problem. These trucks need a 14' wide by 15' tall clear path for travel and even wider clearance at corners.

*Please contact CXT if you have any concerns or questions about your site.*

7. Will your site accommodate the scenario listed above?  YES  NO  
If NO, additional equipment and crane time will be required. Please call for quote.
8. Is it possible that our transport driver will encounter any of the following on our way to the job site or during the installation (including overhead obstacles):  

<input type="checkbox"/> Load limit bridges	<input type="checkbox"/> Seasonal road restrictions	<input type="checkbox"/> Switchback roads	<input type="checkbox"/> Low clearance
<input type="checkbox"/> Steep grade	<input type="checkbox"/> Rough terrain	<input type="checkbox"/> Trees or stumps	<input type="checkbox"/> Power lines
<input type="checkbox"/> Signs	<input type="checkbox"/> Fences		

Please provide detail if any of the above apply.

9. Will the transport equipment be able to access the site in inclement weather (rain, snow, etc.)?  
 YES  NO

If NO, is there an alternate route to access the site?

## OPTIONS

### Exterior Color(s) (For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)

<input type="checkbox"/>	Amber Rose	<input type="checkbox"/>	Berry Mauve	<input type="checkbox"/>	Buckskin	<input type="checkbox"/>	Cappuccino Cream
<input type="checkbox"/>	Charcoal Grey	<input type="checkbox"/>	Coca Milk	<input type="checkbox"/>	Evergreen	<input type="checkbox"/>	Georgia Brick
<input type="checkbox"/>	Golden Beige	<input type="checkbox"/>	Granite Rock	<input type="checkbox"/>	Hunter Green	<input checked="" type="checkbox"/>	Java Brown
<input type="checkbox"/>	Liberty Tan	<input type="checkbox"/>	Malibu Taupe	<input type="checkbox"/>	Mocha Caramel	<input type="checkbox"/>	Natural Honey
<input type="checkbox"/>	Nuss Brown	<input type="checkbox"/>	Oatmeal Buff	<input type="checkbox"/>	Pueblo Gold	<input type="checkbox"/>	Raven Black
<input type="checkbox"/>	Rich Earth	<input type="checkbox"/>	Rosewood	<input type="checkbox"/>	Sage Green	<input type="checkbox"/>	Salsa Red
<input checked="" type="checkbox"/>	Sand Beige	<input type="checkbox"/>	Sun Bronze	<input type="checkbox"/>	Toasted Almond	<input type="checkbox"/>	Western Wheat
Special roof color #				Special wall color #			
Special trim color #							

### Stone Color (Mark option with an X.) \*If option is not available, verify stone option is selected on previous page.

<input type="checkbox"/>	Basalt*	<input type="checkbox"/>	Mountain Blend*	<input type="checkbox"/>	Natural Grey*	<input type="checkbox"/>	Romana*
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### Roof Texture \*If option is not available, verify roof texture option is selected on previous page.

<input checked="" type="checkbox"/>	Ribbed Metal*
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### Wall Texture(s) (For single texture mark an X. For top and bottom textures use T = Top and B = Bottom.)

\*If option is not available, verify wall texture option is selected on previous page.

<input type="checkbox"/>	Split Face Block*	<input type="checkbox"/>	Horizontal Lap*	<input type="checkbox"/>	Board & Batt*	<input type="checkbox"/>	Stucco**#
<input type="checkbox"/>	Brick**#	<input type="checkbox"/>	Distressed Wood**#				

### Stone Wall Texture (bottom texture only) \*If option is not available, verify stone option is selected on previous page.

<input type="checkbox"/>	Napa Valley**#	<input type="checkbox"/>	River Rock**#	<input type="checkbox"/>	Flagstone**#	<input type="checkbox"/>	Stacked Rock**#
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\*Textures not included in CXT's quote are additional cost.

### Door Opener

<input type="checkbox"/>	Non-locking ADA Handle	<input checked="" type="checkbox"/>	Privacy ADA Latch	<input type="checkbox"/>	Pull Handle/Push Plate
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Deadbolt

### Accessible Signage

<input checked="" type="checkbox"/>	Men	<input checked="" type="checkbox"/>	Women	<input type="checkbox"/>	Unisex
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### Toilet Paper Holder

<input checked="" type="checkbox"/>	2-Roll Stainless Steel	<input type="checkbox"/>	3-Roll Stainless Steel
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Notes:

Vote Outcome: Passed  
Yes: 7 No: 0  
Adopted Date: 4-28-2025  
Effective Date: 4-28-2025

RESOLUTION NO.: 19-2025

SPONSORED BY: MAYOR MATTHEW A. BURKE  
CO-SPONSORED BY: COUNCIL PRESIDENT AVERY JOHNSON, COUNCILWOMAN  
STACEY COLLIER

A RESOLUTION APPROVING THE HOME REPAIR ASSISTANCE GRANT PROGRAM, PROGRAM GUIDELINES, AUTHORIZING THE MAYOR OR HIS DESIGNEE TO AWARD FUNDING TO ELIGIBLE APPLICANTS, AND DECLARING AN EMERGENCY

*WHEREAS*, the Mayor and the Economic Development Department of the City of Garfield Heights (“City”) have been in the process of creating a Home Repair Assistance Grant Program (“Program”) to help residents facing financial hardship make necessary repairs to their homes; and

*WHEREAS*, in Ordinance 61-2024, this Garfield Heights City Council (“Council”) authorized and directed the Mayor to apply for \$50,000.00 of Community Development Supplemental Grant (“CDSG”) funding to establish the Program; and

*WHEREAS*, in December 2024, all members of Council signed a letter requesting that the Finance Director earmark an additional \$150,000.00 of ARPA funds to support this Program (Exhibit A); and

*WHEREAS*, the Finance Director allocated the requested funds on December 30, 2024; and

*WHEREAS*, to facilitate the Program, the Mayor and the Economic Development Department have established the Program’s eligibility guidelines (attached hereto as Exhibit B – 2025 Home Repair Grant Project Guidelines), and are prepared to begin accepting applications.

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

SECTION 1. Council hereby approves the Home Repair Assistance Grant Program to help residents facing financial hardship make necessary repairs to their homes.

SECTION 2. Council hereby approves the 2025 Home Repair Grant Project Guidelines, attached hereto as Exhibit B and incorporated as if fully rewritten herein. The Mayor or his Designee are authorized to begin accepting applications and rewarding grants based on the guidelines.

SECTION 3. 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 4. Council declares this Resolution to be an emergency measure necessary for the preservation of the public health, safety and welfare; therefore, this Resolution 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: 4-28-2025

APPROVED: Matthew A. B. C.

MAYOR

Amy Johnson

PRESIDENT OF COUNCIL

ATTEST: Lottie Overby

CLERK OF COUNCIL

EFFECTIVE DATE: 4-28-2025



**To: Barbara Biro, Finance Director**

We, the undersigned members of the Garfield Heights City Council, strongly support the use of American Rescue Plan Act (ARPA) funds to create a Home Repair Grant Program in our city. This program will assist homeowners facing financial challenges, particularly those who are elderly or disabled, by helping them cover critical repairs.

By investing in home repairs, we not only improve the quality of life for our residents but also stimulate local businesses and strengthen our neighborhoods. Please earmark One Hundred and Fifty Thousand Dollars (\$150,000) of funding from ARPA to a fund for this program. We believe this program will have a lasting positive impact on our community and urge support for its implementation.

Sincerely,

Lottie Overby, Clerk of Council

1. *Stacey Collier*

Stacey Collier  
Ward 1

2. *Tenisha Mack*

Tenisha Mack  
Ward 2

3. *Mark Smith*

Mark Smith  
Ward 3

4. *Aveky Johnson*

Aveky Johnson  
Ward 4

5. *Aveky Johnson* @ *Rachelle Tonsing*

Rachelle Tonsing  
Ward 5

6. *Clifford Kelley*

Clifford Kelley  
Ward 6

7. *Jennifer Newrones*

Jennifer Newrones  
Ward 7



## 2025 Home Repair Grant Project Guidelines

### I. Overview

The City of Garfield Heights will offer an Exterior Maintenance Grant to cover transformative projects to the outside of owner-occupied one- two- or three-family residential properties, funded with American Rescue Plan Act (ARPA) and Cuyahoga County Community Development Supplemental Grant (CDSG) dollars. These projects must be visible from the street and may include, but are not limited to: Gutters, Roofs, Painting, Windows, Doors, and Driveways/Service Walkways/Sidewalks. Senior Safety Grant funds will also be available to address immediate health and safety improvements. Projects can include Grab Bars, Hand Rails, Safety Lighting/ Switches and Grounding Electrical Outlets with Ground Fault Circuit Interceptors (GFCI). Homeowner must be receiving the State of Ohio's Homestead Exemption for their primary residence in the City of Garfield Heights, Ohio, to apply for the one-time use only Senior Safety Grant funds.

Additionally, ten (10) roof replacements (for a total cost not to exceed \$50,000) will be funded by this program. Requests for Proposals (RFPs) will be used to identify a local roofing company (with a focus on philanthropy) willing to reduce their standard project costs and collaborate on this first-of-its-kind project in the City. Homeowners must be receiving the State of Ohio's Homestead Exemption for their primary residence in the City of Garfield Heights, Ohio, and meet Housing and Urban Development's (HUD) Extremely Low Income Limits to apply for the one-time use only of roof replacement project funds (see Scoring Matrix below). The goal is to replace one (1) roof in each of the City's 7 wards, assuming at least one applicant from each ward applies and meets the funding guidelines. An additional three (3) roof replacements will take place citywide.

### II. Grant Application Guidelines

The grant application will be a one-page application requiring information on occupants and the proposed project. This will be submitted alongside proof of income for all occupants over 18, proof of ownership and current residence, proof of property taxes being current (or proof of a payment plan), proof of home owner's insurance, two estimates for the work/project, and color pictures of the current condition of the property and the project area. If pictures cannot be supplied, a City employee will take pictures of the property. If the property has City violations, the grant must be used to repair those violations. Projects that have started before the grant applicant was received are not eligible.

NOTE: Proof of Age is also required for the Senior Safety Grant ONLY, and the homeowner must be receiving (and provide proof) of the State of Ohio's Homestead Exemption for their primary residence in the City of Garfield Heights, Ohio, to apply for the one-time use only Senior Safety Grant funds.

### **III. Grant Eligibility Guidelines**

- The property cannot be listed for sale at the time of application.
- Grant funds cannot be used to address current Point-of-Sale violations.
- Must not have received funds from City grant program within the past 2-years.
- Cannot sell property for at least 1-year after receiving grant funds. Otherwise, the total amount of the grant funding must be repaid to the City within 60-days of the date of transfer to the new owner.
- A homeowner contribution of 5% of the total project cost or the overage above grant ceiling is required, whichever is greater.

### **IV. Grant Amount**

The City will fund a percentage of selected projects' costs up to \$2,500 for the exterior repair program, costs up to \$1,000 to address immediate health and safety improvements through the Senior Safety Grant and ten (10) total roof replacements for residents eligible for that grant. The program will officially begin [INSERT DATE]. Applications will be submitted in the Economic Development Office Monday – Wednesday from 9:00 AM – 3:00 PM, beginning [INSERT DATE] through [INSERT APPLICATION SUBMISSION DEADLINE DATE]. Funding will be available on a first-come-first-serve basis until depleted.

### **V. Grant Approval**

Grants will be scored against a scoring matrix to determine eligibility. Projects will be approved in **May and June** with subsequent rounds as funds are available to ensure the project may be started in a timely manner.

### **VI. Ineligible Projects**

These include, but are not limited to, Swimming Pools, Landscaping (mulching, gardening plots, rain barrels etc.), Demolitions, Sheds and Security Cameras.

## **VII. Scoring Matrix (for Exterior Home Repair Grant)**

Properties will be scored based on the matrix below in four (4) categories to ensure all projects are scored equally:

### ***1. Income***

Income guidelines will follow the 2024 Income Limits summary used by the Federal Department of Housing and Urban Development guidelines for the Cleveland-Elyria, OH MSA. Points will be scored based off of the size of the family that lives in the property and the income for all residents over 18.

Meets Extremely Low Income (50%)	Meets Very Low Income (50%)	Exceeds Low Income Guidelines
5	4	3

FY 2024 Income Limit Area	Median Family Income <a href="#">Click for More Detail</a>	FY 2024 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Cleveland-Elyria, OH MSA	\$97,200	Very Low (50%) Income Limits (\$) <a href="#">Click for More Detail</a>	34,050	38,900	43,750	<b>48,600</b>	52,500	56,400	60,300	64,200
		Extremely Low Income Limits (\$)* <a href="#">Click for More Detail</a>	20,450	23,350	26,250	<b>31,200</b>	36,580	41,960	47,340	52,720
		Low (80%) Income Limits (\$) <a href="#">Click for More Detail</a>	54,450	62,200	70,000	<b>77,750</b>	84,000	90,200	96,450	102,650

### ***2. Transformative or Improves Curb Appeal***

Projects will be scored based off of how transformative a property will be to the overall look of the house. Proposed projects to paint homes where homes have peeling paint or proposed projects to replace big ticket items, such as driveways and roofs, will score as very transformative, where smaller projects, such as partial concrete replacement or spot-painting, will score as transformative. Proposed projects in the back yard will be scored as not transformative.

Very Transformative	Transformative	Not Transformative
5	3	1

### **3. City Violations**

Projects will be scored based off of existing City violations. Proposed projects on properties that have multiple violations will score higher than properties that have only one violation. If the property does not have City violations or the proposed project will not satisfy an open City violation, it will be scored as no violations.

Multiple Violations	One Violation	No Violations
5	3	1

### **4. Need of Repair**

Proposed projects will be scored on if the project is necessary. Projects that will fix code violations, or potential code violations, will be scored as repair needed, where projects that would not repair a current or potential code violation will be scored as not needed. Projects scored not needed would include repainting a home that does not have peeling paint because the owner desires a new color.

Repair Needed	Repair Not Needed
5	1

### **5. Bonus Points**

Three (3) bonus points will be awarded to any applicant that has an active Homestead Exemption Credit on their property taxes.

## **VIII. Contractors**

Contractors are not required to be registered with the City for an estimate to be submitted to the home owner but ***all contractors must be licensed, bonded and registered with the City before the project starts***, even if the project does not require a building permit. Additionally, contractors are required to pull all permits themselves as needed to perform the repair(s).

## **IX. Fund Allocation**

If approved (meets ALL eligibility requirements), written notification will be provided. ***Funds are not reserved at the time of approval***. No work can start until a Notice to Proceed is generated by the Economic Development Department and released by the Building Department. Funds are reserved at that time. All payments will be made directly to the contractor upon completion of the project, including a final inspection by the City's Building Commissioner, or his designee, confirming all repairs meet Ohio Board of Building Standards. The contractor will need to register as a vendor with the Finance Department to receive payment. The contractor/ vendor must be in good standing with the State of Ohio and the Federal Government in order to comply with the City's uniform guidance policy for payments to vendors. Payments to contractors/ vendors will be made within 30-days of receipt of approved invoices.

If denied, written notification will be provided stating the reason(s).



**FISCAL OFFICER'S CERTIFICATION**

**Date: April 28, 2025**

**Resolution 19-2025**

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

Not to exceed \$200,000.00

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 follow:

#216 – Community Development Fund - \$50,000.00  
#223 – ARPA Funds - \$150,000.00

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

*Barbara Biro*  
Fiscal Officer/Finance Director

Vote Outcome: Passed  
Yes: 7 No: 0  
Adopted Date: 4-28-2025  
Effective Date: 5-28-2025

RESOLUTION NO.: 20-2025

SPONSORED BY: COUNCILWOMAN STACEY COLLIER  
CO-SPONSORED BY: MAYOR MATTHEW A. BURKE, ALL OF COUNCIL

A RESOLUTION HONORING AND CONGRATULATING MATTHEW THOMPSON FOR WINNING THE "STOP THE HATE" TEACHER OF THE YEAR AWARD

WHEREAS, the City of Garfield Heights takes great pride in the achievements of its residents and recognized the invaluable contributions made by educators who shape the future of our community and inspire our youth; and

WHEREAS, Matthew Thompson, an educator at Garfield Heights Middle School, has been honored with the "Stop the Hate" Teacher of the Year Award by the Maltz Museum of Jewish Heritage for his commitment to anti-bias education and fostering an environment of inclusivity, empathy, and understanding; and

WHEREAS, the "Stop the Hate" initiative seeks to celebrate those who actively combat hate, intolerance, and prejudice, and who work tirelessly to build communities rooted in respect and acceptance for all people, regardless of their backgrounds, beliefs, or identities; and

WHEREAS, Mr. Thompson's work in promoting diversity, equity, and inclusion has made a lasting impression on his students, colleagues, and the broader community, and serves as a model for educators who strive to create positive change in the classroom and beyond.

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 honor and congratulate Matthew Thompson for his remarkable achievement and dedication to promoting anti-bias education and fostering a more just, compassionate society.

SECTION 2. The Clerk of Council is hereby authorized to transmit a copy of this Resolution to Matthew Thompson and to the local news media.

SECTION 3. This Resolution shall be in full force and effect from and after the earliest period allowed by law.

PASSED: 4-28-2025

APPROVED: Matthew A. Burke  
MAYOR

ATTEST: Lottie Overly  
CLERK OF COUNCIL

Amy Johnson  
PRESIDENT OF COUNCIL

EFFECTIVE DATE: 5-28-2025