THE BLUE LETTER



333 James E. Bohanan Drive • Vandalia, OH 45377 • (937) 898-5891

March 12, 2022

Honorable Mayor & Esteemed City Councilmembers:

This week, I was listening to John Maxwell on my headphones at the Vandalia Recreation Center, and he shared something to the effect of, "If I can accomplish my goals on my own, then they are not big enough and I need to set bigger goals." We have done that. We are team, and as an organization, we are going to improve livability in Vandalia by moving as a coordinated unit. That starts with having the right people in the right spots.

1. Vandalia Police Division Officer and Civilian Employee of the Year! This week, I had the

pleasure of attending roll call where Chief Althouse presented VPD's 2021 Officer of the Year award to Officer Rich Sommer and the 2021 Civilian of Employee of the Year award to Public Safety Specialist Haley Rue. These employees were recognized by their supervisor(s) and peers as providing excellent service, going above and beyond their required duties, and being communityin their focused daily work tasks. Congratulations to Officer Sommer and PSS Rue for their outstanding service and being awarded for their accomplishments and work during 2021.





2. **State of the City!** It was a pleasure to deliver the State of the City at the Chamber of Commerce meeting this weekend. It was nice to hear all of the great things happening in our business community as well as in the Vandalia Butler City School District and Butler Township. See the <u>State of the City Video on our YouTube Channel (LINK)</u>.

- 3. **Revenue Update:** Overall Income tax receipts (\$3,010,654) are up YTD by 5.33% (\$152,306) over 2021. The amount of income tax revenue budgeted for 2022 is \$17,675,000. The amount collected to date is \$3,010,654 aligns with the estimated budget to date.
- 4. Commercial Truck Traffic: This week, ACM Holloway, Director Cron, Mr. Dittoe of High Bridge Co., and I met with Congressman Turner's office to discuss strategy for accelerating the build out of the Lightner-Dixie-Northwoods ring road. Recently the City received a "priority" PDAC rating through the Dayton Development Coalition. The City is considering applying for capital budget funds for right-of-way acquisition along the corridor in addition leading the charge for federal community spending in Vandalia.

During the past two (2) weeks, VPD officers made 13 traffic stops on commercial motor vehicles for traffic violations. These stops resulted in one (1) traffic citation, 11 written warnings and one (1) verbal warning while working 16 additional enforcement hours.

VPD will be hosting a one-day <u>Commercial Motor Vehicle Traffic Enforcement training</u> on March 31. At least six VPD officers will be attending this first of several CMV training events to better educate them on the traffic laws, specifically related to commercial and semi-truck traffic. This class is also open to outside agencies at no cost due to the assistance from the Ohio State Highway Patrol.

- 5. **Gabriel St. Construction:** Sturm Construction is preparing to start on the Gabriel Street Reconstruction project. They have brought in some equipment and materials and will begin with installation of storm sewer in the next couple weeks. Availability of materials is becoming an issue on many projects. Their subcontractor has completed the sanitary sewer CIPP lining portion of the project. Notices have been mailed to all residents within the project area as well as all residents in the apartments on Brusman Drive as Gabriel Street is their only access.
- 6. **Pizza with the Police:** VPD will be hosting its first police-community event of 2022 on Tuesday, March 22 from 3:00 pm to 4:30 pm with a new program entitled Pizza with the Police being hosted at the Vandalia Library Branch. This program allows members of the community to stop by the library, enjoy some pizza while interacting with VPD officers and enhance community relations. Officer Wehner is organizing and coordinating this event which will be promoted on our website and social media sites. We also hope to utilize this event to interact with students who often visit the library during after-school hours.
- 7. The **Joint Community Newsletter** has gone to print and should be in mailboxes early next week. Vandalia will have stories about our firefighters honored for the Mobile Vaccine Clinic, The Parks and Recreation Scholarship Fund, Rudy Wells receiving the Distinguished Service Award, and our new police cruisers.
- 8. **Part-time Recruitment Parks & Recreation:** Communications Manager Hopkins is working with Parks and Recreation on a social media campaign to recruit part-time employees. Applications are available at: vandaliaohio.org/jobs.
- 9. Gator Team Go! On March 2nd crews were called to a construction site for a fall with traumatic



injury. Crews quickly realized they would need the Division of Fire's Gator unit to transport the patient out of a location the medic unit could not reach. The Gator was able to respond quickly to the scene and extricate the patient to the medic and then transported to a local hospital with non-life-threatening injuries.

10. Inflatable Fire Safety House: You will start to see the new inflatable fire safety house at special events to assist with educating children about fire safety and preventing injuries. This is not a bounce house and is not available for birthday parties.



- 11. **Training for Industrial Accidents:** I am thankful to Datwyler Sealing for letting our Fire Division drill on "man in machine" techniques for rescuing workers from potential industrial accidents. This is a great collaboration for helping to ensure the best medical outcomes in this type of scenario.
- 12. **Hiring and Recruitment:** I have issued a conditional offer of employment for the new Executive Assistant / Deputy Clerk of Council and will update you when I have completed the background check and have a tentative start date.

I have also issued a conditional offer of employment to a Public Works Superintendent candidate. I anticipate that this person could begin as early as March 21.

First round interviews for Firefighter / Paramedic / Inspector were held Friday, March 4 and Monday, March 7. Three candidates are moving forward to the next phase in the process – the assessment center. There are currently two full-time vacancies.

This week, I met with Chief Follick to discuss part-time Firefighter recruitment and compensation. Next week, I plan to meet with Director Clark & HR Manager Pruszynski. I plan to brief Council on my recommended changes to the City's part-time pay plan in the coming weeks.

Recruitments for the Public Safety Specialist and Police Officer positions are forthcoming.

- 13. Parks & Recreation Master Plan: The Parks & Recreation Master Plan process continues with internal stakeholder interviews being completed this week. Many thanks to all that participated and provided input. The next steps in the process will include workshops with Parks & Recreation staff as well as external stakeholder interviews along with the development of survey questions for the statistically valid mail survey as well as the online survey.
- 14. **Cassel Hills Golf Course:** The course has been open for walking only due to extremely wet and soft ground conditions. Carts have not been available as we await the return of our GPS units from the vendor. The units were sent back to be reprogrammed with the latest 5G technology. We are anticipating the return of the units any day now.



- 15. Concession Agreement: We are in the process of finalizing a concession agreement with the owners of the local Kona Ice franchise to provide operations of the concession stands at the Sports Complex as well as Cassel Hills Pool. Thank you to Superintendent Kreill and Recreation Coordinator Myers for helping us reduce costs and achieve these efficiencies.
- 16. Free Little Library: Our four new Little Free Library units have been delivered to the Butler High School Octagon Club for design and painting. The students are being tasked to submit a design proposal for consideration and approval. Once approved, the students will paint the design on the new units. We plan to install the new units this spring in Helke, Warner, Copperfield and Brown School Woods Parks.
- 17. Collective Bargaining: This week, the State Employment Relations Board has informed the City that the Teamsters composed of City employees who work in the Public Works Division have rejected the factfinding report that was issued by the state appointed neutral. Last week, City Council voted to accept and the factfinder's report, which represents a fair and balanced compromise between the parties to ensure good working conditions and that our team of public servants are adequately compensated so they can care for their families. The City of Vandalia values its team and is committed to fair dealing and mutual respect as core values in service to the residents.

The factfinding recommendation was made by a well-respected and experience neutral who mostly reinforced the total tentative agreement that I reached with the Union's bargaining committee prior to factfinding on January 26, 2021. The City made several generous concessions in the January 26 total tentative agreement that was signed by the Union's bargaining committee; however, the Union reneged.

Ohio revised code requires the employer to post a notice of the Teamster's rejection of the factfinding report where employees and the public can view them for 30 days or until a settlement is reached.

The initial collective bargaining agreement between the City and the Union became effective in April 2020 and expired on December 31, 2021. In this case, the factfinder agreed with the City that because the collective bargaining agreement is so new and was the product of over a year of negotiating, that there was not much justification to make many of the changes that were proposed by the Union. It is worth noting that in 2020, a state appointed neutral rejected nearly all the identical proposals that were made by the Union when framing the initial agreement in April 2020.

This week, I met briefly with Public Works Technicians Mark Blosser and John Bubeck, and Public Works Technician Supervisor DeWayne Hopping. We discussed the outcome. The Employer will continue constructive dialogue with the Union in pursuit of settlement.

In all cases, I have encouraged the Union to revote and to accept the factfinder's fair and metered recommendation. The factfinding report, attachment, and exhibits are now public records and are enclosed.



- 18. **Vandalia St. Patrick's Day 5k:** We have partnered with the Ohio River Road Runners Club to offer the Vandalia St. Patrick's Day 5K race, which will take place on Thursday, March 17 at 6:30pm. The race will start and finish at the Hairless Hare. Sign up here (LINK).
- 19. CHAMPIONS! Congratulations to Coach Lt. Brandon Sucher and his 3rd/4th grade champions in our Vandalia-Butler Optimist Basketball League. Thanks to our new Championship Circle sponsor, Premier Health, for their financial support of our youth sports programming.
- 20. Dayton Service Initiative: VPD is participating in the Dayton Service Initiative launched by the Ohio State Highway Patrol and in partnership with OSP, Montgomery County Sheriff's



Office and several other local police agencies with a focus on traffic enforcement to reduce aggressive driving behaviors, address dangerous driving, and reduce traffic crashes while saving lives of motorists on our roadways. Lt. Walker attended a planning meeting on March 1st and a media event was held immediately after to launch this initiative. VPD will coordinate with other participating agencies to work simultaneous traffic enforcement details in locations that experience the most traffic crashes. VPD officers will work in areas identified around Vandalia while the other agencies concentrate on their locations. The first enforcement detail was concentrated on Dixie Drive. On March 6th, a VPD officer worked the area between Elva Court and I-70 for four hours while officers in Butler Township, Harrison Township, and Dayton simultaneously covered their sections of Dixie between 11:00 am to 3:00 pm. The next enforcement detail is scheduled for April 1, 2022.

Please contact me directly with questions and comments.

Your Partner in Service,

Dan Wendt City Manager

Attachments:

- 1. Information Update ACM Holloway March 10, 2022;
- 2. Information Update Director Leiter March 9, 2022;
- 3. Information Update Chief Follick March 10, 2022;
- 4. Information Update HR Manager Prusyzynski March 10, 2022
- 5. Information Update Director Clark March 10, 2022;
- 6. Information Update Chief Althouse March 10, 2022;



- 7. Information Update Director Cron March 10, 2022;8. Notice of Teamster's Rejection of Factfinding Report;
- 9. Factfinding Report;
- 10. Employer Exhibits;
- 11. Union Exhibits; and
- 12. Senior Center Newsletter April 2022.

CC: Boards and Commission Members City Employees



To: Dan Wendt, City Manager

From: Amber Holloway, Assistant City Manager

Date: March 10, 2022 Subject: Information Update



- I attended the Chamber Annual Meeting on Tuesday March 8 where you presented the State of the City address.
- You, Zak and I participated in a stakeholder meeting for the Parks and Rec Master Plan.
- I attended the March 8th Planning Commission meeting.
- I participated in interviews for the Executive Assistant position on March 9.
- You, Bridgette, and I met with Treasurer McManus on March 10th for an introductory meeting and to discuss tax programs.
- We continue to review possible mural designs and look forward to moving forward with this project.

Communications Update

- The Joint Community Newsletter has gone to print and should be in mailboxes early next week.
 Vandalia will have stories about our firefighters honored for the Mobile Vaccine Clinic, The Parks and Recreation Scholarship Fund, Rudy Wells receiving the Distinguished Service Award, and our new police cruisers.
- Our next Focus Vandalia shoot will be Tuesday, March 22. Our stories include the community outreach "Pizza with Police" program, Arbor Day 2022, Income Tax Filing Deadline, and an explanation of another of Council's seven legislative goals.
- Two more "Position Open" brochures are in the final design stages, one for PSS and the other for Police Officer.
- Rich is working with Parks and Recreation on a Social Media campaign to recruit part-time employees. The team will be meeting tomorrow to talk about utilizing Tik Tok to reach high school age kids that may be interested in positions within the P&R Department.

Memo



To: Daniel D. Wendt, City Manager

From: Bridgette Leiter, Director of Finance

Date: March 9, 2022

Re: Information Update - Period Ending March 11, 2022

1. Overall Income tax receipts (\$3,010,654) are up YTD by 5.33% (\$152,306) over 2021. (Withholding tax is up 6.96% YTD (\$168,116), individual tax is down YTD 5.97% (-\$13,532), and business net profit down YTD 1.06% (-\$2,278).

The amount of income tax revenue budgeted for 2022 is \$17,675,000. The amount collected to date is \$3,010,654. Therefore, to date, the amount collected to date (17%) in 2022 is exactly the amount we estimated and included in the budget to date.

- Kristen and I met with representatives from PNC Bank to begin the transition of switching services for Tri-Cities from Fifth Third Bank and to discuss available options to the City to increase efficiency and reduce costs.
- Kristen and I attended a regularly scheduled council meeting.
- 4. Finance continues to gather required information and assisting bond counsel in the preparation of an Official Statement that will be available and used to secure financing through the issuance of bonds for the HVAC/roof project.
- 5. Finance continues to provide data to the compilation team and auditors from Plattenburg and Associates for the 2021 Annual Report and audit.
- I participated in interviews for the vacant position of Public Works Superintendent.
- 7. I attended and enjoyed the Chamber State of the Schools/Township/City meeting.
- 8. Kristen and I attended a Parks & Recreation Master Plan meeting with other City employees and a representative from Pros Consulting.
- 9. I participated in interviews for the vacant position of Executive Assistant/Deputy Clerk of Council.
- 10. I appreciated the opportunity to join you in a meeting with Montgomery County Treasurer McManus.



DIVISION OF FIRE INFORMATION UPDATE

TO: DANIEL WENDT, CITY MANAGER

FROM: CHAD FOLLICK, FIRE CHIEF

DATE: 3/10/2022

SUBJECT: INFORMATION UPDATE – PERIOD ENDING MARCH 11, 2022

- 1. Abby with Girl Scouts Troop 3008 was able to get a donor to purchase girl scout cookies from her for the Division of Fire. On February 27th the two cases of cookies were delivered by the girls to 1st platoon crews (we hope there were some left for the other two platoons)

 Thank you to Abby and Troop 3008 for the delicious cookies and thinking of our crews.
- On February 28th, the Division of Fire laid to rest retired Assistant Chief Tom Hellard. Chief
 Hellard served in the Vandalia-Butler Township Fire departments for nearly 35 years. I
 would like to thank the on-duty crews for helping to appropriately honor Chief Hellard's
 dedicated service.
- 3. On March 2nd crews were called to a construction site for a fall with traumatic injury. Crews quickly realized they would need the Division of Fire's Gator unit to transport the patient out of a location the medic unit could not reach. The Gator was able to respond quickly to the scene and extricate the patient to the medic and then transported to a local hospital with non-life-threatening injuries.
- 4. The Fire Prevention Bureau attended the Fire and Life Safety Forum in Columbus Ohio from Feb 28th March 1st. The CRR and Fire Marshal were able to attend seminars to gain new knowledge and resources to bring back to the Division of Fire. The team will be able to use these resources to better serve our community in area of Fire Prevention and Life Safety.

DIVISION OF FIRE INFORMATION UPDATE

5. While at the Fire and Life Safety Forum, CRR Scott Jacobs took delivery and brought home a new inflatable fire safety house. The inflatable was a capital project for the Division of Fire this year and we are excited to have this resource at upcoming special events within the city. The inflatable will help assist spreading the word about fire safety and injury prevention.



- 6. In recognition of Women's History Month and International Women's Day on March 8th, the Division of Fire celebrated and thanked the women who have served the Vandalia community past and present.
- 7. During the week of March 7th, Division of Fire crews have had a unique opportunity to tour and train on "man in machine" techniques. Crews were able to go on-site to Datwyler Sealing Solutions to get a hand's on look at different machines. Crews were also able to review and train on how to handle different rescue scenarios.

CEF/clj Page 2 of 3

DIVISION OF FIRE INFORMATION UPDATE

8. On March 8th, I had the great pleasure of delivering a lunch and learn presentation at the Vandalia Seniors Center. The presentation covered information on the City of Vandalia's Emergency Operations Plan, severe weather planning, information on the outdoor weather warning sirens and the importance of communications during crisis. Members in attendance that are Vandalia-Butler Township residents were encouraged to register with Hyper Reach.

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To: Daniel D. Wendt, City Manager

From: Melissa Pruszynski, Human Resources Manager

Date: March 10, 2022

Re: Information Update - Period Ending March 11, 2022

- 1. This past week we held interviews for the Executive Assistant / Deputy Clerk of Council from which a candidate has been identified.
- 2. A Public Works Superintendent candidate has been identified and staff is currently conducting various background checks.
- 3. First round interviews for Firefighter / Paramedic / Inspector were held Friday, March 4 and Monday, March 7. Three candidates are moving forward to the next phase in the process the assessment center.
- 4. Next week we will be digging deeper into our Electrical Inspector candidates as the original candidate declined our conditional offer.
- 5. Soon we will post for Public Safety Specialist and Police Officer positions.
- 6. Ms. Howard and I have been working in the performance appraisal software and we anticipate that we will have all full time staff employee accounts updated in the next couple weeks. We will be working closely with department heads and their administrative assistants to roll this out.



To: Dan Wendt, City Manager

From: Steve Clark, Director of Parks & Recreation

Date: 03/10/2022

Re: Information Update – Period ending March 10, 2022

The Parks & Recreation Master Plan process continues with internal stakeholder interviews being completed this week. Many thanks to all that participated and provided input. The next steps in the process will include workshops with Parks & Recreation staff as well as external stakeholder interviews along with the development of survey questions for the statistically valid mail survey as well as the online survey.

SENIOR CITIZENS CENTER

Van Tran rides continue to get back to normal as we had 112 one-way rides in February compared to 63 a year ago. Rides for the year are up by 66 trips thus far in 2022.

The Van Tran van had the drive train and front axle replaced and was returned to service on February 21. The Recreation Center van was used during the out of service time period.

Toni recently completed a survey of 23 senior centers and senior facilities in the region to learn more about their fees, membership numbers and amenities.

Friday, March 4 was "Get Things Done" day at the Senior Center. Toni worked with Facility Maintenance staff to complete multiple projects throughout the facility including the installation of corner protectors, interior door repairs, measurement for new blinds in the kitchen and various of small project.

FACILITY MAINTENANCE DIVISION

Custodial Supervisor Mark Collins met with a representative from the Powell Company to discuss providing us with some mock-ups for new walk off matts with the new city branding for the Municipal Building, Clubhouse and Recreation Center.

Maintenance staff completed some plumbing modifications in locker room at the Justice Center. Staff will paint the wall in this area now that the project is complete.

Staff attended the MVRMA snow control training workshop held at the Justice Center. Information gained will be used in planning for safe and efficient snow removal practices.

Maintenance staff cleaned out the floor drain and drain pipe in the golf maintenance garage and also cleaned out the floor drain in the Justice Center sally port.

RECREATION CENTER

Tai Chi with Premier Health will be held on Tuesdays and Thursdays in the Fitness Studio at the VRC from 10:30am-11:15am. The free drop in program is a result of our continued partnership with Premier.

Daily admissions for the month of January continue to trend in a positive direction. Daily admission revenue for the month totaled \$11,391 compared to \$3,902 in 2021. We are experiencing the same upward trend with our Insurance Based Membership program (Silver Sneakers) with 3,642 visits in January compared to

2,542 in 2021. Staff is currently finalizing the February reports and it appears our numbers are going to be slightly higher than January.

The next Premier Health Talk presentation will take place on April 12 at 6:00pm at the VRC. The topic will be "Get Back to the Activities you Enjoy".

How to Build a Successful Financial Life for Teens workshop will take place on March 16 at the VRC. Kevin Larger of Thrivent Finance will lead this program, which will cover multiple financial topics including investing, the value of money and much more. We have 7 teens registered for the program thus far.

The Special Events Room media upgrade is complete. Special thanks to IT guys Austin and Ben as well at Jerrod Hill and Matt Roberts for their efforts in getting the new equipment installed and ready to go.

It's Slime Time with Stemily Studios was a big hit with 20 kids participating in this special event at the VRC. Participants were able to make three different kinds of slime – fluffy, crunchy and ice slime.

Mission statement signs as well as VRC gym rules banners are being updated to include the new VRC logo. We are also awaiting pricing to replace the gym floor logo with our new logo.

Domino's Pizza has indicated a desire to continue sponsorship of the VRC. Recreation Superintendent Jeff Kreill is working out the details of the agreement.

GOLF DIVISION

The course has been open for walking only due to extremely wet and soft ground conditions. Carts have not been available as we await the return of our GPS units from the vendor. The units were sent back to be reprogrammed with the latest 5G technology. We are anticipating the return of the units any day now.

Ben has confirmed with 80% of the 2021 golf leagues they will be returning in 2022. He is still waiting on confirmation from the remaining few leagues. He also plans to add a league or two on Monday and Tuesday evenings with details to come in the next few weeks.

Marty has continued to edge traps and is planning for the return of several seasonal staff in the coming week as growing season is just around the corner and there are plenty of season opening duties to complete.

RECREATION/ATHLETICS DIVISION

We are in the process of finalizing a concession agreement with the owners of the local Kona Ice franchise to provide operations of the concession stands at the Sports Complex as well as Cassel Hills Pool. Many thanks to Jeff Kreill and John Myers for their efforts in securing this agreement.

Our four new Little Free Library units have been delivered to the Butler High School Octagon Club for design and painting. The students are being tasked to submit a design proposal for consideration and approval. Once approved, the students will paint the design on the new units. We plan to install the new units this spring in Helke ,Warner Copperfield and Brown School Woods Parks.

We will be offering an "Introduction to Disc Golf" class on March 14 at 5:00pm at our Helke Park Course. Two members of the Dayton Disc Golf Club will be running this event which will focus on the fundamentals of the sport.

We have partnered with the Ohio River Road Runners Club to offer the Vandalia St. Patrick's Day 5K race, which will take place on Thursday, March 17 at 6:30pm. The race will start and finish at the Hairless Hare.

Congratulations to Coach Bandon Sucher and his 3rd/4th grade champions in our Vandalia-Butler Optimist Basketball League (pictured below). Thanks to our new Championship Circle sponsor, Premier Health, for their financial support of our youth sports programming.



Information Update

To: Dan Wendt

City Manager

From: Kurt E. Althouse

Chief of Police

Date: March 10, 2022

Subject: Information Update Ending March 11, 2022



- During the past two (2) weeks, VPD officers made 13 traffic stops on commercial motor vehicles for traffic violations. These stops resulted in one (1) traffic citation, 11 written warnings and one (1) verbal warning while working 16 additional enforcement hours.
- 2. It was an enjoyable time to attend the City Service Awards on February 25 at Cassel Hills Clubhouse to recognize city employees who reached a milestone in their years of service. The VPD employees who were recognized at the luncheon included Sergeant Tom Vallery for 25 years of service; PSS Mindy Snodgrass and Officer Rich Sommer for 20 years of service; Detective Damien Clemmons, Officer Jerrod Fraley, and Detective Brian Krimm for 15 years of service; and Officer Tim Christian and Officer Jeff Stelzer for five years of service. We congratulate these VPD employees and the other city employees for their dedicated years of service.
- 3. VPD is participating in the Dayton Service Initiative launched by the Ohio State Highway Patrol and in partnership with OSP, Montgomery County Sheriff's Office and several other local police agencies with a focus on traffic enforcement to reduce aggressive driving behaviors, address dangerous driving, and reduce traffic crashes while saving lives of motorists on our roadways. Lt. Walker attended a planning meeting on March 1st and a media event was held immediately after to launch this initiative. VPD will coordinate with other participating agencies to work simultaneous traffic enforcement details in locations that experience the most traffic crashes. VPD officers will work in areas identified around Vandalia while the other agencies concentrate on their locations. The first enforcement detail was concentrated on Dixie Drive. On March 6th, a VPD officer worked the area between Elva Court and I-70 for four hours while officers in Butler Township, Harrison Township, and Dayton simultaneously covered their sections of Dixie between 11:00 am to 3:00 pm. The next enforcement detail is scheduled for April 1, 2022.
- 4. VPD will be hosting a one-day Commercial Motor Vehicle Traffic Enforcement training on March 31. At least six VPD officers will be attending this first of several CMV training events to better educate them on the traffic laws, specifically related to commercial and semi-truck traffic. This class is also open to outside agencies at no cost due to the assistance from the Ohio State Highway Patrol.
- 5. Detectives charged a homeless 30-year old Dayton man with two counts of felony Domestic Violence after he assaulted his pregnant girlfriend at the Knight Inn on March 2.

- 6. On March 2, I attended the monthly meeting for the Montgomery County Officer Memorial committee. This year's ceremony is scheduled for Friday, May 6 at 11:00 AM in downtown Dayton at Riverscape's Pavilion. This year's Keynote Speaker is Ohio Attorney General Dave Yost. We will remember the 40 fallen officers from across Montgomery County who have sacrificially given their lives to keep our communities safe, including Vandalia Police Lieutenant James Bohanan. This ceremony is open to the public and a great way to show support for those in public safety.
- 7. All VPD sworn officers are required to complete 24 hours of Continuing Professional Training (CPT) during 2022. VPD is hosting three sessions of Legally Confident Tactically Confident in the next two months. This class will count towards eight hours of CPT training for the year for all sworn employees. VPD will be hosting additional sessions later in the year to benefit VPD, as well as area agencies, who desire in-person education to fulfill state mandates.
- 8. Patrol, using Apple tracking information, apprehended a 35 year old Dayton man who was in possession of multiple stolen items. Detectives charged the man with one count of burglary, one count of theft, and one count of leaving the scene of an accident. There were three separate incidents in Vandalia and all stolen property taken was recovered.
- Detectives charged a 20-year old Vandalia man with felony improperly handling a
 firearm in a motor vehicle. Drug charges are also possible pending laboratory
 results. The case was the result of a traffic stop on South Dixie Drive at West
 Alkaline Springs on March 2.
- 10. On March 7, I had lunch with you and Jamie Sites, owner of Accel Automotive, to discuss his future plans for growth and expansion as well as share with him how his location impacts the downtown overlay area. The meeting was interactive and it was great to hear of his success in Vandalia as a newer business owner.
- 11. Lieutenants Sucher & Walker and I met with you and VFD administration to review several packets received for the Request for Qualifications (RFQ) for the Vandalia Public Safety Training Facility. Several proposals were identified and selected as quality material to schedule interviews of the principals at a future date.
- 12. VPD's 2021 Officer of the Year is Officer Rich Sommer and the 2021 Employee of the Year is Public Safety Specialist Haley Rue. These employees were recognized by their supervisor(s) and peers as providing excellent service, going above and beyond their required duties, and being community-focused in their daily work tasks. We congratulate both Rich and Haley for their outstanding service and being awarded for their accomplishments and work during 2021.
- 13. Last Tuesday, Lieutenant Sucher, Lieutenant Walker and I attended the Annual Chamber Business Meeting at Scene 75 Banquet Center. The presentations by you on the State of the City as well as the State of the Township by Erika Vogel and State of the School District by Superintendent Rob O'Leary were very informative. It is exciting to hear about the great success and action taking place in our community.
- 14. On Wednesday, I participated in the interviews of two quality candidates for the Deputy Clerk of Council position. Both candidates are highly qualified with a great skill set for this position.

- 15. The Citizens' Police Academy has received only one application thus far. The deadline for applying is March 11. If we have less than five attending, the CPA will be postponed until the Fall.
- 16. VPD will be hosting its first police-community event of 2022 on Tuesday, March 22 from 3:00 pm to 4:30 pm with a new program entitled *Pizza with the Police* being hosted at the Vandalia Library Branch. This program allows members of the community to stop by the library, enjoy some pizza while interacting with VPD officers and enhance community relations. Officer Wehner is organizing and coordinating this event which will be promoted on our website and social media sites. We also hope to utilize this event to interact with students who often visit the library during after-school hours.
- 17. Third Watch patrol officers responded to the Super 8 Motel on a report of a known female slashing tires and vandalizing the motel. Upon arrival, the female was found with a knife in hand, barricaded herself in a motel room that she found unlocked, and refused to come outside voluntarily. Officers forced their way into the motel room and took her into custody. Detectives charged the female with one count of Burglary, one count of felony Vandalism, and one count of felony Obstructing Official Business. Additional charges will be presented at Grand Jury.
- 18. The Ohio Association of Chiefs of Police has partnered with VPD to provide 100 bracelets for youth in the community. The bracelets simply say "Breathe." This is a reminder to our youth who feel the stress of today's society to pause and breathe before making a potentially bad decision.
- 19. CPO Wehner visited Scene 75 where staff and corporate leaders from the other locations met to learn *Run*, *Hide*, *Fight*. Over 30 people were in attendance and gave very positive feedback to the training session. The staff was able to have an open conversation about what they would do, how to train employees, and the response of first responders should such an incident happen.
- 20. CPO Wehner participated in Demmitt Elementary School's "Cozy Up and Read" program. Officer Wehner attended both the morning and afternoon sessions of kindergarten and read to the students.



Public Works & DES Information Update

To: Dan Wendt, City Manager

From: Rob Cron, Director of Public Service

Date: March 10, 2022

Re: Information Update for February 25 – March 11, 2022

Development & Engineering Services

Sturm Construction is preparing to start on the Gabriel Street Reconstruction project. They have brought in some equipment and materials and will begin with installation of storm sewer in the next couple weeks. Availability of materials is becoming an issue on many projects. Their subcontractor has completed the sanitary sewer slip lining portion of the project. Notices have been mailed to all residents within the project area as well as all residents in the apartments on Brusman Drive as Gabriel Street is their only access.

We will open bids next Tuesday March 15th for the 2022 Street Resurfacing project, the Decorative Fence installation at the NW quadrant of National Road and I-75, and for our annual Asphalt Purchase. All three of these items will be on City Council's Study Session agenda on March 21st.

D.L. Smith Concrete has notified us that they plan to begin on the concrete repair project, that was awarded last Monday evening, sometime in mid to late April. They have a similar project in Sidney and they will begin ours once they are completed there.

DES staff met via zoom with representatives from Laserfiche to kick-off the implementation of their cloud based data storage software that is part of our overall software upgrade that was approved in February.

I met last week with the site engineer for the project at the end of Capstone Way to discuss several items regarding their plans and the need for our easement to install the watermain around their property as part of our Dog Leg Utility Extension project. Zak Karto and I also had a conference call with them this week to work out details of their landscaping requirements in coordination with our requested easement for the watermain.

The building department has issued an adjudication order for Bunkers regarding their desire to add additional permanent outdoor seating. This order will be reviewed by the Board of Building Appeals.

A Certificate of Occupancy was issued for 6450 Poe Avenue, Suites 500 and 509, for Onslove, which is a communication system used by Dayton Freight.

I participated in the first round interviews for the Executive Secretary/Deputy Clerk of Council position in your office. We had several quality candidates to choose from.

You, Amber and I met via zoom with Mike Ditto and Frank DeBrosse from Representative Mike Turners office to discuss possible funding opportunities for the NE Airport Logistics Roadway project.

I attended the NAWA Technical Committee meeting on Thursday March 3rd.

Public Works

Crews were out trimming trees on February 25th that were hanging low over sidewalk and roadways due to the ice on them.

We performed water shut offs during this period for delinquent payments. There were 45 customers on the list this month.

Crews repaired a damaged water service to Waffle House that runs from Kenbrook Drive. The curb box was run over by a semi making a delivery and they had crushed the copper service. We relocated the curb stop and box to try and avoid this from reoccurring.

We took delivery of the remainder of salt that we ordered. We have a full supply at the is time.

We put up "high water" signs on Tuesday of this week on Stonequarry Road in front of the Sports Complex and on Randler Avenue near Helke Park. We also cleared several catch basins of leaves and debris to prevent standing water in the roadways.

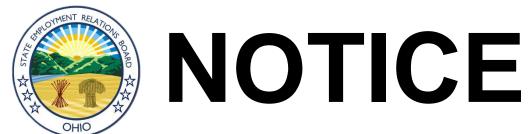
Crews installed 136 feet of storm sewer on Koch Avenue to connect a sump pump drain that has been pumping water out in to the street and causing problems including the build-up of ice on the roadway during the winter.

Crews performed two burials at Poplar Hill Cemetery during this period including one on Saturday March 5th.

We have cleaned sanitary sewer mains in the alley behind 246 N. Dixie Drive, on Thrush Lane, Long Street and on Randler Avenue for the line that serves the restrooms in Helke Park.

We continue to monitor the detention ponds on Stonequarry Road behind Morton Middle School to clean out the outlet. The amount of rain has prevented us from getting it pumped down low enough to clean out around the catch basin that drains the pond.

We continue to patch potholes throughout the city and we have been picking up an increased amount of trash and debris that is being dumped along city roadways.



FROM THE STATE EMPLOYMENT RELATIONS BOARD

PUBLICATION DATE: March 10, 2022

CASE NO(S). 2021-MED-09-1264

In the Matter of

Teamsters Local 957, General Truck Drivers, Warehousemen, Helpers, Sales, Casino

AND

City of Vandalia

The attached report of the fact-finding panel has been acted on as follows:

Teamsters Local 957, General Truck Drivers, Warehousemen, Helpers, Sales, Casino – REJECTED

City of Vandalia - ACCEPTED

Pursuant to Chapter 4117.14 of the Ohio Revised Code, this notice and attachment serves as publication of the findings of fact and recommendations of the fact-finding panel. On the publication date, the original notice of rejection of the fact-finding report was sent to a daily newspaper which serves the vicinity where the governmental entity is located. A copy of the notice has been posted in the Clerk's Office of the State Employment Relations Board.

Individuals may contact the above named parties to determine if copies of the report are available or contact the State Employment Relations Board, 65 East State Street, 12th Floor, Columbus, Ohio 43215.



State Employment Relations Board

Mike DeWine, Governor

W. Craig Zimpher, Chairman Frederick E. Mills, Vice Chair

Christine A. Dietsch, Executive Director

65 East State Street, 12th Floor Columbus, OH 43215-4213

https://serb.ohio.gov Tel: (614) 644-8573 Fax: (614) 466-3074

March 10, 2022

John R. Doll, Esq. Doll, Jansen & Ford 111 W. First Street, Suite 1100 Dayton, OH 45402-1156

Daniel Rosenthal, Esq. Jackson Lewis, P.C. 425 Walnut Street, Suite 2300 Cincinnati, OH 45202-3918

RE: Case No(s). 2021-MED-09-1264 Teamsters Local 957, General Truck Drivers, Warehousemen, Helpers, Sales, Casino and City of Vandalia

Dear Messrs. Doll and Rosenthal:

Please find enclosed a Notice and the fact-finding report to be posted. This Notice with the attached copy of the report should be posted immediately, where it can be viewed by employees and the public. In accordance with Ohio Administrative Code Rule 4117-9-05(P), the notice of rejection is to be posted for a period of thirty days or until settlement occurs, whichever is earlier.

Sincerely,

Mary E. Laurent Administrative Assistant Bureau of Mediation

Enclosures

STATE OF OHIO STATE EMPLOYMENT RELATIONS BOARD

In the Matter of: : 2021-MED-09-1264

:

General Truck Drivers, Warehousemen, :

Helpers, Sales and Service, and Casino : FACT-FINDING REPORT

Employees, Teamsters Local No. 957, : FINDINGS AND RECOMMENDATIONS

:

and : March 3, 2022

:

City of Vandalia, :

APPEARANCES

For the Union:

John Doll, Attorney Stephen Keeney, Attorney Darrell Paschal, Local 957 Vice President Alan Weeks, Local 957 Recording Secretary Tammy Wendeln, Officer Manager Mark Blosser, Public Works Technician, Union Steward Mike Shaggs, Mechanic

For the Employer:

Daniel G. Rosenthal, Attorney
Dan Wendt, City Manager
Amber Holloway, Assistant City Manager
Rob Cron, Director of Public Service
Bridgette M. Leiter, Finance Director
Missy Pruszynski, Human Resources Manager

Daniel G. Zeiser
Fact Finder
P.O. Box 43280
Cleveland, Ohio 44143-0280
216-509-3718
danzeiser@aol.com

I. INTRODUCTION

The Fact Finder was appointed by the State Employment Relations Board (SERB) on December 22, 2021 pursuant to Ohio Revised Code Section 4117.14(C)(3). The parties mutually agreed to extend the fact-finding period as provided under Ohio Administrative Code Rule 4117-9-05(G). The parties are Teamsters Local 957 (Union or Local 957) and the City of Vandalia (Employer, City, or Vandalia). The City is located in the northern part of Montgomery County, near Dayton International Airport and at the junction of I-75 and I-70. It is a suburb of Dayton with a population of 14,939 according to the 2020 U.S. Census. It has a Council/City Manager form of government. The Union represents all full-time and regular part-time employees in the Public Works Department of the City in four classifications: (1) Office Manager; (2) Public Works Technicians; (3) Head Mechanic; and (4) Mechanic. The bargaining unit consists of approximately 18 members. The bargaining unit was certified only recently and the collective bargaining agreement that expired at the end of 2021 was the first between the parties.

The parties held four negotiating sessions. They reached a number of tentative agreements on contract language, but were unable to resolve ten (10) issues. The week before the hearing, bargaining unit members met with City Manager Dan Wendt to see if they could reach a new agreement. No representatives from Local 957 and no attorneys were present. The parties reached a tentative agreement (TA) on the open issues that would result in a successor collective bargaining agreement, but the bargaining unit rejected the TA. Any tentative agreements reached by the parties during negotiations prior to the January 26, 2022 tentative agreement are incorporated into this award.

II. THE HEARING

The fact-finding hearing was held on Monday, January 31, 2022 at the Vandalia Municipal Complex, 333 James E. Bohanan Memorial Drive, Vandalia, Ohio. Each party provided a pre-hearing statement with multiple attachments. The hearing began at 10:00 a.m and adjourned at approximately 1:00 p.m. The Fact Finder initially engaged in mediation to see

if the TA could be resurrected or modified and a successor agreement reached. However, mediation was not successful. The parties and Fact Finder agreed that the Fact Finder had sufficient information as a result of the pre-hearing statements and the mediation to issue a report without the need for a formal hearing.

The parties jointly introduced the following exhibit into evidence:

 Agreement Between General Truck Drivers, Helpers, Sales and Service and Casino Employees, Teamsters Local Union No. 957 and City of Vandalia, April 20, 2020 through December 31, 2021.

Additionally, the parties introduced the following exhibits into evidence:

Employer Exhibits

- A. Agreement Between General Truck Drivers, Helpers, Sales and Service and Casino Employees, Teamsters Local Union No. 957 and City of Vandalia, April 20, 2020 through December 31, 2021.
- B. SERB Benchmark Report, Wage Comparables.
- C. Bargaining Unit Wage Rates.
- D. Appendix A.
- E. Proposed Wage Rates Presented to the Union on November 30, 2021.
- F. Agreement, The City of Vandalia and Vandalia Professional Firefighters Association, Local 3519 IAFF, January 1, 2018 December 31, 2020.
- G. Agreement Between City of Vandalia, Ohio and Ohio Patrolmen's Benevolent Association, Sergeants Bargaining Unit, January 1, 2021 December 31, 2023.
- H. Agreement, The City of Vandalia and Vandalia Professional Firefighters Association, Local 3519 IAFF, January 1, 2021 December 31, 2023.

Union Exhibits

- 1. Agreement Between General Truck Drivers, Helpers, Sales and Service and Casino Employees, Teamsters Local Union No. 957 and City of Vandalia, April 20, 2020 through December 31, 2021.
- 2. 2021 Budget Worksheet, Summary of Revenue and Expenditures, General Fund.
- 3. Article 7 Proposal.
- 4. Article 12 Proposal.
- 5. Article 16 Proposal.
- 6. Article 17 Proposal.
- 7. Article 22 Proposal.

- 8. Article 24 Proposal.
- 9. Article 26 Proposal.
- 10. Article 28 Proposal.
- 11. Comparison of PPO and HSA costs.
- 12. Michigan Conference of Teamsters Welfare Fund, Schedule of Benefits, Benefit Package 1238.
- 13. City of Vandalia/Teamsters City Proposal on Articles 7, 10, 13, 19, and 26.
- 14. Agreement Between City of Vandalia, Ohio and Ohio Patrolmen's Benevolent Association, January 1, 2020 December 31, 2022.
- 15. City of Vandalia Personnel Policies and Procedures, Amended 11-6-17.

The Ohio public employee bargaining statute provides that SERB shall establish criteria the Fact Finder is to consider in making recommendations. The criteria are set forth in Rule 4117-9-06(H) and are:

- (1) Past collectively bargained agreements, if any, between the parties;
- (2) Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employers doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (3) The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (4) The lawful authority of the public employer;
- (5) The stipulations of the parties; and
- (6) Such other factors, not confined to those listed in this rule, which are normally or traditionally taken into consideration in the determination of issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.

The Fact Finder hopes the discussion of the issues is sufficiently clear to the parties. Should either or both parties have any questions regarding this Report, the Fact Finder would be glad to discuss any remaining questions and clarify any ambiguities with the parties

III. ISSUES AND RECOMMENDATIONS

Introduction

The parties have negotiated one collective bargaining agreement, the current one that expired at the end of 2021. It took more than a year to negotiate and was not signed until April 2020. These negotiations are for the successor contract to the initial agreement. The bargaining unit has approximately 18 members; two positions are currently open. Bargaining unit members are in the Public Works Department of the City and provide street maintenance and repair, wastewater treatment service, water treatment services, snow removal, vehicle mechanics work, bookkeeping duties, and similar duties.

The Union asserts that 2020 and 2021 were positive years of development for the City. Its encumbered balance was \$19,310,074 in 2020 and the encumbered balance for 2021 was budgeted at \$19,991,906. Tax receipts for the period ending November 5, 2021 increased by \$1,057,658 over 2020, indicating that the encumbered balance would exceed the budgeted amount. The Union contends that the City is doing well enough and can afford increases in wages.

The Employer submits that it has proposed a generous wage increase. Along with the increase and a voluntary dues check off, the Employer proposes to continue the current contract. It argues that the Union's wage proposal is excessive and regressive, and its other proposals essentially repeat those that were made during the last negotiations. The Employer's wage proposal was the basis for the TA that was reached and rejected. It should form the basis for any recommendations the Fact Finder makes.

The week prior to the fact-finding hearing, bargaining unit members Mark Blosser and Mike Shaggs met with City Manager Dan Wendt to see if they could reach a new agreement. No Officers from Local 957 were present and neither side was represented by attorneys.

Blosser, Shaggs, and Wendt reached a tentative agreement (TA) on a successor collective bargaining agreement. (See Attachment 1). However, when they presented the TA to the bargaining unit, some questions as to the language tentatively agreed upon were raised and the bargaining unit rejected the TA. The questions had to do with a footnote about merit salary increases after the wage schedule on the first page of Appendix A of the TA and whether the Section 2 Overtime language in Article 26 included paid time off when referring to "all hours worked over 40 in a week." The Fact Finder used the TA as the basis for mediation. The City agreed to remove the footnote as to merit pay, and that overtime would be paid including paid time off. However, other questions as to overtime when assigned being mandatory and the issue of merit pay arose, and an agreement could not be reached.

Issue: Article 7, Union Business

Union Position: See the language proposed in Attachment 2, Union proposed language.

City Position: Maintain current contract language.

Findings: Local 957 proposed to add three additional sections to Article 7. Section 2 would set forth the duties of a Steward. Local 957 asserts that the language proposed is consistent with its Bylaws and ensures that a Steward knows the scope of the duties as well as the limitations. Section 3 was proposed to give Stewards a reasonable amount of leave to perform duties, not to exceed the last half hour of a workday. According to the Union, the bargaining unit employees work in crews throughout the City and are not readily available to talk with a Steward, unlike in a plant setting. But arrangements can be made to meet at the end of the day, and the proposal is not unreasonable or unique. Finally, in Section 4, Local 957 seeks to allow two bargaining unit employees to attend and participate in negotiations without loss of pay or benefits or having to use leave time. This language is routine and employees who bargain for the Employer are paid.

The Employer responds that the current language specifies that all Union business is to be conducted on an employee's own time, except for attendance at labor-management committee meetings and grievance meetings. The Union's proposals add significant time to be

paid by the Employer for grievance investigation and negotiations without justifying the need

for it.

According to Local 957, the Employer accepted the proposed language for Section 2.

Even if this is not the case, the new language simply defines their duties consistent with Local

957's Bylaws. The Bylaws govern the Union's business and are not binding on the Employer,

and it makes sense to add some language so the parties are clear what Stewards' duties are

and are not as they relate to the bargaining unit. It could help to resolve any disputes as to

whether a Steward's actions are authorized or permitted under the contract, rather than leaving

them undefined and governed by the Bylaws only.

The proposed Sections 3 and 4, however, add costs to the Employer that could be

significant, depending on the number of grievances filed and how long negotiations take in a

contract year. The parties' bargaining relationship is new, there having been only two sets of

negotiations, and there was no real discussion at the hearing as to the number of grievances

filed and the need for more time to investigate and process grievances. With today's tools -

computers, cell phones, video calls, texting, and email — communication is easy and need not

always be face-to-face. The Fact Finder does not believe Local 957 demonstrated a need for

the language at this time. Should circumstances prove otherwise, it can propose the changes

during the next contract.

Recommendation: Add the language proposed by the Union in Section 2. Do not adopt the

proposed language for Sections 3 and 4.

Issue: Article 10, Union Membership and Check-Off

City Position: Change the language in Section 3 to read: "All checkoff authorizations will be

revocable at-will, in writing to the Union and the City."

Union Position: Keep the current language.

Findings: The City is agreeable to voluntary checkoff, but believes the Union's revocation

process is complicated and could be construed as unlawful mandatory dues payment. The

Union counters that dues checkoff authorization is an agreement between the bargaining unit

employee and the Union. The bargaining unit employee does not have to enter into a dues

checkoff authorization agreement with the Union and can pay his or her Union dues on a

monthly basis by simply writing a check or paying in cash at the Union hall, or sending a check

in the mail. The dues checkoff authorization simply provides the City the right to deduct dues

from an employee's paycheck. It is not an agreement with the City. If an employee believes the

authorization is too complicated to terminate, the employee has the option of not entering into

the checkoff authorization agreement with the Union.

The Fact Finder concludes that the City has not shown the need to change the

language. As the Teamsters point out, the checkoff authorization agreement is between the

Teamsters and the employee. It simply authorizes the City to deduct the dues from an

employee's paycheck. Any concerns the City has about its legality is addressed by the Section

4 indemnity clause, in which the Teamsters agree to defend, indemnify, and hold the City

harmless against any claims related to deduction of dues.

Recommendation: Maintain current language.

Issue: Article 12, Discipline and Discharge

Union Position: Amend the language in Section 3 so that all discipline of non-probationary

employees shall be subject to the grievance and arbitration process. Add Section 4,

Progressive Discipline, and Section 5, Notification to Union/Removal of Discipline. (See

Attachment 2).

City Position: Maintain current contract language.

Findings: Currently, the contract provides that suspensions of more than three days,

demotions, and discharges are handled through the Civil Service Commission. The Teamsters's

proposal would allow them to be grieved and arbitrated, if necessary. The Teamsters submit

that having all discipline handled through the grievance process is fair, and the traditional way to handle discipline in a collective bargaining relationship. Civil Service Commission members are citizens not skilled in interpreting or applying collective bargaining agreement language or understanding the nuances of just cause. Additionally, they owe their allegiance to the City for their appointments. The Teamsters also want to add progressive discipline steps and reasonable time limits for notifying employees of discipline to be issued, as well as the ability for employees to have discipline removed from further consideration based on the nature of the disciplinary action. Finally, it asks to add a provision allowing employees to review their personnel files after notice of a request.

The City contends that the proposed language is not necessary. The current civil service review has been in place for decades and has worked. It offers the benefit of having Vandalia citizens resolve important disciplinary decisions. The Fire Department contract provides this same review, which was upheld in fact-finding. Additionally, adding limits on the right to discipline, such as setting out progressive discipline, requiring discipline within arbitrarily short deadlines, and removing discipline after arbitrary periods of time, adds burdens on the City.

The Fact Finder determines that the City's position as to all but the proposed language giving employees the right to review their personnel file is more persuasive at this time. The Civil Service Commission has been handling appeals of more serious discipline for decades. While the Fact Finder also arbitrates and recognizes the advantages of arbitration, he acknowledges that Ohio Revised 2506.04 does provide certain appeal rights, such as that the decision of the Commission be fair, reasonable and supported by preponderance of reliable, substantial and probative evidence on the whole record. Arbitration allows for only limited review of decisions without such requirements. Additionally, the Teamsters's proposal is based, in part, on the position that the City appointing Civil Service Commission members creates an allegiance that could somehow affect their decisions. While the hearing was not a full evidentiary one, neither party introduced any information as to how many disciplinary appeals

there have been over the years, the results, and whether there were any questions surrounding

those decisions. Without more, while the proposals are not unusual in the labor-management

arena, there is little showing there is a need for these changes at this time.

However, the Fact Finder agrees with the Teamsters as to the proposed section titled

"Personnel File." Employees should have the right to review their personnel files. The language

also allows employees to submit a response to any unsubstantiated allegations of misconduct

in their files. This provides them some protection to dispute such allegations. The Fact Finder

believes that written notice is the better approach, so that there is no dispute as to whether

notice was given, and omits the language as to verbal notice.

Recommendation: The Fact Finder does not recommend adoption of the Teamsters'

proposed language for Sections 3 through 5. The Fact Finder does recommend adoption of a

new Section 4 as follows:

Section 3. Personnel File

An employee shall be allowed to review the contents of his or her personnel file at all reasonable times upon three business days written (email is acceptable) notice. Any unsubstantiated allegations of misconduct shall not be contained in an

employee's personnel file. If such allegations exist, the employee may add signed a

statement with his or her explanation as to such allegations.

Issue: Article 13, Grievance Procedure

Findings: In the TA, several changes were agreed upon. These involved the person or designee

to whom a complaint or step grievance should be submitted. (See Attachment 1).

Recommendation: Adopt the changes agreed upon in the TA.

Issue: Article 16, Vacation

Union Position: Decrease the amount of time to make vacation requests from 30 days to 24

hours in Section 2(b), and allow probationary employees to use vacation after 90 days in

Section 2(c). (See Attachment 2).

City Position: No change.

Findings: The Union contends that 24 hours notice for vacation requests has been the practice

in Public Works and is simply trying to incorporate that into the collective bargaining

agreement. It points out the the contract with the OPBA for the Patrol unit permits vacation

requests five days in advance. The Union also wants probationary employees to be able to use

vacation after 90 days rather than six months. The City counters that the Union has not justified

the need for the changes.

The Fact Finder concludes that no change in Article 16 language should be made.

Reducing the time for vacation requests from 30 days to 24 hours is significant. While the

OPBA Patrol unit specifies five days, there are substantial differences between a police unit

and this one. And allowing probationary employees to take vacation during their six month

probationary period is a major change. Finally, the changes were not included in the TA.

Recommendation: No change in the current language.

Issue: Article 17, Holidays

Union Position: Change the term "all regular full-time employees" to "all full-time bargaining

unit employees" and increase holiday pay to double time rather than time and one-half.

City Position: Current contract language.

Findings: Local 957 believes increasing holiday pay to double time more fairly compensates

employees for being required to work on holidays. Local 957 acknowledges that working on

holidays is not the norm. The Employer replies that there is no need to increase holiday pay.

The Fact Finder recommends changing "all regular full-time employees" to "all full-time

bargaining unit employees." However, Local 957 acknowledges that working holidays is not the

norm, so the Fact Finder determines the change is not needed. Finally, the parties did not

include the increase in the TA.

Recommendation: Change the term "all regular full-time employees" to "all full-time

bargaining unit employees." No increase in holiday pay.

Issue: Article 19, Training and Tuition Reimbursement

City Position: Change the Section 4 reimbursement requirement from a C grade to a B.

Union Position: No change.

Findings: This was included in the TA. During the hearing, Vandalia agreed to drop this change.

Recommendation: Keep current contract language in Section 4.

Issue: Article 22, Probation

Union Position: Decrease the probationary period from 12 to 6 months. Allow probationary

employees to accumulate floating holiday and compensatory time in the same manner they are

eligible to accumulate sick and vacation leave.

City Position: No change.

Findings: The Union proposes to decrease the probationary period and allow probationary

employees to accumulate floating holiday and compensatory time as a way to attract and

retain employees. Vandalia submits that the longer probationary period is in the interests of

Vandalia, non-probationary employees, and its citizens. It allows Vandalia to better assess

whether an employee on probation will work out. The Fact Finder agrees with Vandalia's

position here. He further believes that the better way to attract and retain employees is through

the wage scale, which is addressed below.

Recommendation: Do not adopt the proposed changes.

Issue: Article 24, Medical Insurance

Union Position: The Union proposed changing health insurance from the current provider to a

medical plan provided by the Michigan Conference of Teamsters Welfare Fund (Michigan

Fund). (See Attachment 2).

City Position: No change.

Findings: The Teamsters believe the Michigan Fund is a better plan than the Employer offers

and costs significantly less. For example, the cost for family coverage under the Employer's

PPO is \$36,998.01, while the Michigan Fund costs \$23,701.60, a savings of \$13,297.00 per employee. In addition, the Employer's plan has not always benefitted employees. For example, in November 2021, the Employer began requiring spouses who have medical coverage available through their employment to accept that coverage and no longer be eligible for coverage under the Employer's plan.

Vandalia counters that its plan has been in place for many years for many employees and is a generous self-insured plan that has worked. While the Michigan Fund proposed by the Teamsters might be cheaper in the short term, Vandalia does not believe the premiums and plan design can be sustained. Additionally, Teamsters Plan Trustees, representatives from the Union, and other employers maintain control over the plan design. Vandalia is not keen to give this up. Furthermore, all plan issues and appeals are resolved in Michigan, not Vandalia. The departure of some healthy participants could have an adverse impact on the plan costs, and employees will no longer be able to get current discounts.

The Fact Finder concludes that Vandalia's position here is more persuasive. Changing medical coverage is a significant change. Here, there is the additional factor of coverage being determined by the Fund rather than Vandalia. The Fact Finder understands Vandalia's reluctance to giving this up. Additionally, adopting the Teamsters's proposal would mean that the bargaining unit employees would be the only Vandalia employees in the Michigan Fund. While the Teamsters have offered to make the plan available to all Vandalia employees, it would have to be bargained with the OPBA and Vandalia Firefighters units. These contracts do not expire until the end of 2023. Until then, having this unit in the Michigan Fund and all other employees in another would add an administrative burden on Vandalia, though it would not be major. Finally, the TA did not include changing health insurance.

Recommendation: No change in health insurance.

Issue: Article 26, Wages

City Position: Adopt the TA as to Article 26, including the wage scale in Appendix A (two pages) of the TA.

Union Position: See proposed language in Attachment 2.

Findings: The proposals by both sides are very involved and detailed. Currently, bargaining unit members receive wage increases and some are eligible for merit increases. Both sides agree that attracting and retaining employees has been difficult in recent years. The bargaining unit includes 13 Public Works Technicians, two Mechanics, an Office Manager, and two working supervisors. The City argues that SERB data shows the average minimum for positions comparable to the Technicians is \$19.30 and the average maximum is \$24.92. The eight junior Technicians earn from \$19.26 to \$21.83 with no contractual step increases. The four senior Technicians have above market rates of \$30.80 to \$31.80.

The City wants to bring Technicians wages more in line with the market. Its last recruiting efforts yielded no candidates; it believes because of low starting pay. The City proposes to increase starting pay to \$21 per hour. It also proposes longevity step increases. For the eight junior Technicians, this would result in first year increases from 4.12% to 11.67%, as well as increases in the second year of the contract. For the senior Technicians and the Office Manager, the City initially proposed annual increases of 2.5%, 2%, and 1.5%. These are consistent with the police and fire units. For the Mechanics, the City proposes increases based on job related ASE certifications and significant increases for the working supervisors.

According to the City, the Union's proposal would result in wage increases between 16-19% for junior Technicians, with senior Technicians receiving increases up to 7% more than their above market wages. The Union also seeks increases in overtime, extra pay for certifications, and compensatory time. The contract's current overtime rules are consistent with the police and fire contracts. These proposals should not be adopted.

Because of the disparity between more and less senior bargaining unit members, the Teamsters propose 4% increases for the more senior Technicians for each year of the

agreement, as well as for the Head Mechanic and Office Manager. For the less senior Technicians, it proposes a percentage of the initial base pay, starting at 85% of the base hourly rate in the first year, 90% in the second year, and 95% in the third. The Teamsters contend that the City's proposal caps the top rate significantly lower than the current top rate paid to more senior Technicians.

Additionally, the Teamsters propose to amend Section 4 so that the City shall pay the full cost of a CDL license for those employees whose job requires a CDL, and at the end of the probationary period for new employees. It seeks compensation of \$.50 per hour for each Environmental Protection Agency or Department of Commerce certification, as well as any other governmental certification obtained or renewed by bargaining unit employees. It wants to add a section dealing with compensatory time, capping it at 120 hours.

In the TA, the parties agreed to annual increases of 2.5%, 2%, and 2%. They also agreed to retroactivity to January 1, 2022.

During the mediation, the Fact Finder learned that the TA had been rejected because two concerns arose among the bargaining unit members. The first had to do with a footnote as to merit salary increases. The footnote follows the wage schedule on the first page of Appendix A of the TA. During the hearing, the City agreed to remove the footnote from Appendix if that would help reach a resolution. The second concern was the overtime language in Article 26, Sections 2 and 3. As to Section 2, the bargaining unit wanted to ensure that overtime included paid time off when referring to "all hours worked over 40 in a week." The parties agreed that the practice was to include paid time off as part of overtime hours worked over 40 in a week. This is consistent with Vandalia's Personnel Policies and Procedures, Amended 11-6-17. The Section 3 issue dealt with "Overtime when assigned is mandatory." The evidence at the hearing revealed that, in Public Works, there is a monthly list for assigned overtime. However, when a snowstorm, water main break, or similar immediate need occurs, Public Works will contact bargaining unit members to come to work. In these situations, overtime has not been mandatory. Since neither side had proposed a change in the Section 3 language during

negotiations, the bargaining unit questioned why it was included in the TA. The Teamsters wanted to clarify that there would be no change in the practice. The City agreed that practice existed, but wanted to preserve its management rights regarding that practice. It asserted that the collective bargaining agreement contained a zipper clause and an arbitrator had ruled that the contract was integrated. The City proposed language to address Section 3, but it was not acceptable to the Teamsters.

The Fact Finder believes that the City's proposal is a reasonable attempt to address wages. It provides greater increases for junior Technicians, whose pay rates are below market, and lesser increases for senior Technicians, whose rates are higher than market. All employees would receive at least some increase, however, given the 2.5%, 2%, and 2% agreed on in the TA. Mechanics would receive increases based on ACE certifications, while working supervisors would receive significant increases. The Fact Finder concludes that the City's proposal should be adopted and given the chance to see if it adequately addresses attracting new employees. If not, the Teamsters will be in a better chance next contract negotiations to argue that its proposal should be tried.

The Fact Finder does so with two caveats. First is the footnote as to merit salary increases, which follows the wage schedule on the first page of Appendix A of the TA. During the hearing, the City agreed to remove the footnote from Appendix if that would help reach a resolution. The Fact Finder recommends removing it to resolve any issues. Second is the overtime language in Sections 2 and 3. As to Section 2, the parties agreed that the practice was to include paid time off as part of overtime hours worked over 40 in a week, which is consistent with Vandalia's Personnel Policies and Procedures. As to Section 3, there was also no dispute that the practice in has been to have a monthly list for assigned overtime. However, when a snowstorm, water main break, or similar immediate need occurs, Public Works contacts bargaining unit members to come to work, but overtime has not been mandatory. It is not exactly clear why Sections 2 and 3 were included in the TA. However, the Fact Finder's recommendation is based on the parties understanding that these practices exist.

Recommendation: Adopt the TA as to wages, including the hourly rates established in Appendix A (two pages) of the TA. Do not adopt the footnote as to merit salary increases.

Issue: Article 28, Term of Agreement

Union Position: Change Section 1 so that the agreement would be effective upon ratification by the Union and approval by City Council rather than signing the agreement. Delete the language in Section 2 requiring the Union to present its written proposals in writing 120 days before the termination date of the agreement.

City Position: Maintain current contract language.

Findings: The Employer claims that the Union offered no justification for its position as to deleting the language in Section 2 requiring written proposals 120 days before the contract termination date. However, the Union noted that it submitted its proposals on September 1, 2021 and the Employer did not respond until September 28, 2021. The first negotiation session was on October 5 and the next on November 10, 2021. Thus, even though it complied with the 120 day provision, it did not result in negotiations starting quickly or a contract before the expiration date.

The Fact Finder notes that this was the first successor contract negotiations between the parties. However, the Employer has three other bargaining units, the OPBA, which represents two units, and the Firefighters, so it is very familiar with contract negotiations. Additionally, ORC Section 4117.14 sets forth deadlines for notice of negotiation, requests for mediation, and so forth that will initiate bargaining. The Fact Finder concludes that the Union's Section 2 proposal has merit. Additionally, making the agreement effective upon ratification and approval rather than signing also makes sense.

Recommendation: Section 1 is amended to read:

This Agreement shall become effective upon ratification by the bargaining unit members and approval by the City Council and shall remain in full force and effect until 12/31/2024.

Delete the sentence in Section 2 requiring the Union to submit written proposals no later than 120 days before the termination date of the agreement.

Any tentative agreements reached by the parties during negotiations prior to the January 26, 2022 TA are incorporated into this award.

Dated: March 3, 2022

Daniel G. Zeiser Fact Finder

TENTATIVE AGREEMENT

GENERAL TRUCK DRIVERS, HELPERS, SALES AND SERVICE AND CASINO EMPLOYEES, TEAMSTERS LOCAL UNION NO. 957 & CITY OF VANDALIA COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS FIRST YEAR EXPERIENCE 2022

EMPLOYER PACKAGE PROPOSAL: JANUARY 26, 2022

ISSUE: WAGES

ARTICLE 26 WAGES, OVERTIME, CDL AND MISCELLANEOUS

<u>Section 1.</u> Increase wages 2.5% first pay period of 2020 and 2021. Also, continue Merit Based Pay Plan increases. Hourly rates shall be established as set forth in Appendix A.

[NOTE: APPENDIX A IS ENCLOSED.]

Employees whose hourly pay rate exceeded the corresponding rate in Appendix A on January 1, 2022, shall receive the following hourly rate increases:

- 2.5% effective upon ratification by the Union;
- 2.0% effective on January 1, 2023; and
- 2.0% effective on January 1, 2024.

<u>Section 2.</u> Overtime. An employee shall be paid 1½ times his regular hourly rate for all hours worked over 40 in a week.

Overtime when assigned is mandatory.

<u>Section 4. Commercial Driver's License.</u> The City will pay the difference between a regular driver's license and a CDL license.

Section 5. Pay for EPA Certifications

Supplemental pay for all EPA and other certifications was eliminated from the collective bargaining agreement and negotiated to be included into base pay on January 1, 2022.

Wastewater Collection System Operator - Class 1 or 2 (\$0.50/hour - the City would only pay for one of these certificates per employee)

Water Distribution System Operator — Class 1 or 2 (\$0.50/hour — the City would only pay for one of these certificates per employee)

Certified Backflow Tester (\$0.50/hour - the City only needs 2 of these, the City would choose which employees it pays for certification)

Section 6. Breaks will be in accordance with current department policy.

<u>Section 7. Miscellaneous.</u> Except for those benefits which are addressed in this contract, any other benefit will be in accordance with applicable provisions of Sections 800 and 900 of the City of Vandalia Personnel Policies and Procedures Manual, including any change the City makes to those sections during the term of the contract.

Section 8. Compensatory Time. Bargaining unit employees will be allowed to convert up to 42 hours

Page 1 of 4

of earned overtime to compensatory time during each calendar year. Compensatory time balances shall not be permitted to be carried from year to year and any unused, uncompensated compensatory time balance shall be paid to the employee at the hourly rate of pay at the end of the calendar year in which it was accrued. The Employer shall establish rules relating to the administration of compensatory time in accordance with its management rights. Employees shall not be permitted to take compensatory time if it creates a work interruption or additional overtime.

[NOTE: THE REST OF ARTICLE 26 REMAINS UNCHANGED.]

ISSUE: GRIEVANCE PROCEDURE

ARTICLE 13 GRIEVANCE PROCEDURE

<u>Section 3. Procedures.</u> All grievances are to be processed in accordance with the grievance procedure set forth below. The grievant shall identify in writing that part of the Agreement about which the grievant claims to be violated.

Step 1. Any employee, with or without a Steward, shall discuss the complaint with **the Public Works Superintendent or their designee** his immediate supervisor. It shall be discussed verbally and if settled, no further action shall be taken.

Step 2. If the employee's complaint is not settled in Step 1 and the employee wishes to appeal the complaint to Step 2, a grievance must be presented to the Employer in writing ten (10) calendar days following the Step 1 meeting to the immediate supervisor. The Step 2 grievance shall be submitted to the Public Service Director or their designee. All written grievances should contain the following information and must be filed using the grievance form provided by the Union:

- A) Grieved employee's name;
- B) Date complaint was first discussed;
- C) Date the alleged violation occurred;
- D) Date written grievance was submitted to the Employer;
- E) A brief description of the incident giving rise to the grievance;
- F) Sections of the Agreement violated, as known to the grievant;
- G) Desired remedy to resolve the grievance.

The immediate supervisor shall reply to the grievant and Steward within ten (10) calendar days after the grievance is submitted to him in writing. If an employee does not agree with the response or does not receive a reply to his written grievance within ten (10) calendar days, the grievance may be appealed to Step 3 of the Grievance Procedure.

Step 3. If the grievance is not resolved in Step 2 and the Union appeals the grievance to Step 3, the Union must provide a written notice of such appeal to the Employer within ten (10) calendar days of the receipt of the Step 2 response or the date it should have been received. The Step 3 grievance shall be submitted to the City Manager or their designee. The Employer will conduct a meeting on the grievance with the Union Business Representative on a date and time agreed to by the Employer and the Union Business Representative and the Employer shall provide a written reply within ten (10) calendar days after the Step 3 meeting. If the grievance is not resolved at Step 3, or the Union does not receive a satisfactory reply to the grievance within ten (10) calendar days, the grievance may be appealed to Step 4 by providing written notice to the Employer within ten (10) calendar days after the date the Step 3 reply was received or should have been received.

Step 4. (a) If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration. The Union must provide written notice to the Employer for arbitration within thirty (30) calendar days of receipt of the Employer's Step 3 answer. The party requesting arbitration shall

immediately request the Federal Mediation Conciliation Service to submit a sub-regional panel of seven (7) arbitrators, all members of the National Academy of Arbitrators. The party invoking arbitration shall strike the first name, the other party shall then strike one name, the process shall be repeated and the remaining person shall be the arbitrator. Both parties may reject one (1) entire panel. The arbitrator shall be notified of his selection requesting that he provide dates, subject to the availability of the Employer and Union representatives.

- (b) The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. The Arbitrator shall only consider and make a decision with respect to the specific issue submitted and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall submit in writing his decision with sixty (60) calendar days following close of the hearing unless the parties agree to a written extension thereof. The decision shall be based solely on his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The arbitration decision shall be final and binding.
- (c) The fee and expenses of the arbitrator shall be divided equally between the Employer and the Union provided, however, that each party shall be responsible for compensating its own representatives and non-employee witnesses.

[NOTE: THE REST OF ARTICLE 13 REMAINS UNCHANGED.]

ISSUE: UNION MEMBERSHIP

ARTICLE 10 UNION MEMBERSHIP AND CHECK-OFF

Section 1. Union Membership. All employees covered by this Agreement, who are members of the Union on the effective date of this Agreement, may remain members in good standing, and those who are not members on that date may become and remain members in good standing. All employees hired after the effective date of this Agreement may become and remain members in good standing. No employees are required to join the Union as a condition of employment. Those bargaining unit employees who are or decide to become members of the Union shall be obligated to pay dues to the Union the first month after the bargaining unit employee completes sixty (60) calendar days of employment with the Employer. All check off authorizations will be revocable at-will, in writing to the Union and the City.

[NOTE: THE REST OF ARTICLE 10 REMAINS UNCHANGED.]

ISSUE: TUITION REIMBURSEMENT

ARTICLE 19 TRAINING AND TUITION REIMBURSEMENT

Section 4. Reimbursement Conditions. Reimbursement for training pursuant to Sections 2 and 3 of this Article shall be made only if the employee receives a grade of "B" G or better when a letter grading system is used; for a "pass" when a "pass/fail" grading system is used; or some other evidence of satisfactory completion of the training if a formal grading system is not used. Copies of paid tuition, fees and textbook receipts plus grade/completion reports must also be submitted in order to receive reimbursement. In no case will the annual combined reimbursement amount from Sections 2 and 3 of this Article exceed \$3,000.

[NOTE: THE REST OF ARTICLE 19 REMAINS UNCHANGED.]

ISSUE: STATUS QUO FOR ALL OTHER ARTICLES AND ISSUES

[NOTE: ALL OTHER ISSUES AND ARTICLES SHALL REMAIN THE SAME (STATUS QUO).]

By signing this tentative agreement, the parties agree to support the proposal and to encourage their respective stakeholders to ratify and to adopt the successor collective bargaining agreement as proposed.

FOR THE UNION:

FOR THE EMPLOYER:

1" My Prosec 124

Signature

Date

FOR THE UNION:

Man John

Signature

Date

I tentatively agree with the stipulation this contract is retroactive to Jan 1, 2022 including Year 1 wage increases.

APPENDIX A

ADDENDUM TO AGREEMENT BETWEEN THE CITY OF VANDALIA AND THE TEAMSTERS LOCAL UNION NO. 957 - EFFECTIVE UPON RATIFICATION BY THE UNION AND ADOPTION BY CITY COUNCIL THROUGH DECEMBER 31, 2024, INCLUSIVE

This Addendum is entered into between The City of Vandalia, Ohio and The Teamsters Local Union No. 957. This Addendum shall be incorporated into the provisions of the Agreement between the City and the Union effective upon ratification by the Union and adoption by City Council through December 31, 2024, inclusive. Any inconsistency with the terms of this Addendum and the Collective Bargaining Agreement shall be resolved in favor of the terms stated herein.

	ENDIX A - WAGE RATES AND PAY RANGES FECTIVE THROUGH DECEMBER 31, 2024				1		
	QUALIFICATION		Effective Date				
CLASSIFICATION & POSITION†			Jøon Rication	1/1/2023	1/1/2024		
OFFICE MANAGER*	Retro act	ve t	0 34.	n 1 2	022		
OFFICE MANAGER E	4 OR MORE YEARS OF EXPERIENCE	\$	20.75	\$ 21.16	\$ 21.58		
OFFICE MANAGER D	3 YEARS OF EXPERIENCE	\$	20.34	\$ 20.75	\$ 21.16		
OFFICE MANAGER C	2 YEARS OF EXPERIENCE	\$	19.94	\$ 20.34	\$ 20.75		
OFFICE MANAGER B	1 YEAR OF EXPERIENCE	\$	19.55	\$ 19.94	\$ 20.34		
OFFICE MANAGER A	STARTING RATE	\$	19.17	\$ 19.55	\$ 19.94		

	ENDIX A - WAGE RATES AND PAY RANGES FECTIVE THROUGH DECEMBER 31, 2024				Jaagag
The same produced program and the state of the contract of	and the fire	9			
CLASSIFICATION & POSITION†	QUALIFICATION	The second second	pon ication	1/1/2023	1/1/2024
PUBLIC WORKS TECHNICIAN*	111	122	De	JOARD	11/99
SUPERVISOR	APPOINTMENT BY MANAGEMENT	\$	27.00	\$ 27.54	\$ 28.09
PUBLIC WORKS TECHNICIAN E	4 OR MORE YEARS OF EXPERIENCE + CDL	\$	22.73	\$ 23.19	\$ 23.65
PUBLIC WORKS TECHNICIAN D	3 YEARS OF EXPERIENCE + CDL	\$	22.29	\$ 22.73	\$ 23.19
PUBLIC WORKS TECHNICIAN C	2 YEAR OF EXPERIENCE + CDL	\$	21.85	\$ 22.29	\$ 22.73
PUBLIC WORKS TECHNICIAN B	1 YEAR OF EXPERIENCE + CDL	\$	21.42	\$ 21.85	\$ 22.29
PUBLIC WORKS TECHNICIAN A	STARTING RATE	\$	21.00	\$ 21.42	\$ 21.85

[†] The City Manager, as the appointing authority, at their sole discretion may elect to hire any employee in the bargaining unit at the rate commensurate with their qualifications rather than the default starting rate but shall not be required to do so.

M34

^{*} Following successful completion of the probationary period, a Public Works Technician or Office Manager will become eligible for a merit salary increase. Salary increases, based on reasons of merit, may be made to the next step in the salary range or may be below the next step, in a one-half step increment. Each year after the date from which the employee was granted career status, the employee will be eligible for a merit salary increase until the employee has reached Step E, which is the highest step in the classifications of Public Works Technician and Office Manager. Merit increases will not be withheld unless the employee is performing at unsatisfactory levels as documented by a performance appraisal.

EFFECTIVE THROUGH DECEMBER 31, 2024			Effe	fective Date			
CLASSIFICATION & POSITION†	QUALIFICATION		on ication	1/1/20	-	1/1/2024	
MECHANIC**		122	Du) ME	4	MB	
MECHANIC G***	PASS EXAM FOR EVT F-3 FIRE PUMPS AND ACCESSORIES + PASS EXAM FOR EVT F-5 AERIAL FIRE APPARATUS + EVT FIRE APPARATUS TECHNICIAN LEVEL I CERTIFICATION + EVT AMBULANCE TECHNICIAN LEVEL I CERTIFICATION + ASE CERTIFICATIONS FOR 10 TESTS OUTLINED IN NOTE BELOW + CDL	\$	1.25	\$ 1.	25	\$ 1.25	
MECHANIC F***	EVT FIRE APPARATUS TECHNICIAN LEVEL I CERTIFICATION + EVT AMBULANCE TECHNICIAN LEVEL I CERTIFICATION + ASE CERTIFICATIONS FOR 10 TESTS OUTLINED IN NOTE BELOW + CDL	\$	1.00	\$ 1.	00	\$ 1.00	
MECHANIC E***	EVT AMBULANCE TECHNICIAN LEVEL I CERTIFICATION + ASE CERTIFICATIONS FOR 10 TESTS OUTLINED IN NOTE BELOW + CDL	\$	0.50	\$ 0.	50	\$ 0.50	
HEAD MECHANIC	APPOINTMENT BY MANAGEMENT	\$	34.00	\$ 34.	68	\$ 35.37	
MECHANIC D	ASE CERTIFICATIONS FOR 10 TESTS OUTLINED IN NOTE BELOW + CDL	\$	31.12	\$. 31.	74	\$ 32.38	
MECHANIC C	ASE CERTIFICATIONS FOR 8 TESTS OUTLINED IN NOTE BELOW + CDL	\$	30.51	\$ 31.	12	\$ 31.74	
MECHANIC B	ASE CERTIFICATIONS FOR 4 TESTS OUTLINED IN NOTE BELOW + CDL	\$	28.82	\$ 29.	39	\$ 29.98	
MECHANIC A	STARTING RATE	\$	22.00	\$ 22.	44	\$ 22.89	

NOTE: ASE certifications which may be obtained to qualify an employee for advancement to Mechanic steps B - G are limited to the following list.

A1 Engine Repair

A2 Automatic Transmission/Transaxle

A3 Manual Drive Train and Axles

A4 Suspension and Steering

A5 Brakes

A6 Electrical/Electronic Systems

A7 Heating and Air Conditioning

A8 Engine Performance Systems

F1 Compressed Natural Gas Vehicle

L1 Auto Adv. Engine Perf. Specialist

L2 Electronic Diesel Engine Diagnosis

T1 Gasoline Engines

T2 Diesel Engines

T3 Drive Train

T4 Brakes

T5 Suspension and Steering

T6 Electrical/Electronic Systems

T7 Heating, Ventilation, and A/C

T8 Preventive Maintenance Inspection (PMI)

[†] The City Manager, as the appointing authority, at their sole discretion may elect to hire any employee in the bargaining unit at the rate commensurate with their qualifications rather than the default starting rate but shall not be required to do so.

^{**} All incumbents shall immediately be reclassified to the designation that corresponds with their actual valid certifications during any given pay period. Should an employee subsequently fail to maintain the required number of certifications, the employee's rate of pay will be reduced to the rate for the qualifications the employee meets at that time.

^{***} Mechanic E, F, and G regular rate of pay is increased by specified amount for above the Mechanic D or Head Mechanic wage rate.

ARTICLE 7 UNION BUSINESS

Section 1. All Union business shall be conducted on an employee's own time on an unpaid basis except as set forth **below in Article 7**, Article 9 and Article 13, Section 8.

Section 2. Stewards

The Employer shall recognize up to two (2) employees selected by the Union according to its Bylaws to act as Stewards.

The duties of the Stewards shall include, but in no way be limited to:

- (1) investigation and processing of grievances;
- (2) attending grievance meetings:
- (3) attending other meetings as authorized by this Agreement; and
- (4) representation of a bargaining unit member at a disciplinary conference.

Section 3. Steward Activities.

The Stewards shall be permitted reasonable leave, with pay, not to exceed the last one-half (½) hour of the work day, to investigate and process grievances. Requests for additional time during the day shall not be unreasonably denied. However, the Union Steward shall not leave his or her assigned work area to conduct Union business until he or she has received such approval from the supervisor in charge of the work area. This approval shall not be unreasonably denied. A designated area shall be available for Stewards to use that shall insure privacy.

Section 4. Attendance at Negotiations

A bargaining committee not to exceed two (2) employees shall be able to attend and a participate in the negotiations of this Agreement and any successor of this Agreement without loss of pay or benefits, and without the necessity of taking or using leave time.

ARTICLE 12. DISCIPLINE AND DISCHARGE.

<u>Section 1.</u> <u>Probationary Employees.</u> At any time during the probationary period, the City may discipline or discharge a probationary employee without the employee having the right of appeal through the grievance procedure or otherwise.

Section 2. A regular employee shall not be disciplined without just cause.

Section 3. All discipline of a non-probationary employee shall be subject to the grievance and arbitration procedures of this Agreement. Suspensions of more than three days, demotions and discharges are not subject to the grievance and arbitration procedures in Article 13 and shall be handled exclusively by the Civil Service Commission.

Section 4. Progressive Discipline

The Employer may take disciplinary action against any employee in the bargaining unit only for just cause as specified in Section 2 of this Article. Depending upon the severity of the offense, the steps of corrective discipline shall include the following:

- (1) Verbal warning, confirmed in writing;
- (2) Written warning;
- (3) Final written warning;
- (4) Suspension;
- (5) Discharge.

Notice of disciplinary actions against any employee shall be served upon the employee and the Union within ten (10) calendar days after the Employer becomes aware of the alleged occurrence or thirty (30) calendar days after the occurrence, whichever is less. The Employer may extend the ten (10) calendar day notice requirement in the event it is reasonably necessary for additional time to investigate the facts and circumstances surrounding the alleged offense upon providing notice to the Union of the extension prior to the end of the original ten (10) calendar period.

Section 5. Notification to Union/Removal of Discipline

Copies of all disciplinary actions shall be forwarded promptly to the Union by mail and given to the Chief Steward. A copy shall also be given to the affected employee. Evidence of verbal and written warnings shall be removed from the employee's active personnel file after six (6) months provided there occurs no intervening disciplinary action and shall not be considered in future

disciplinary matters. Evidence of suspensions shall be removed from the employee's active personnel file after nine (9) months, provided there occurs no intervening disciplinary action, and shall not be considered in future disciplinary matters. Even if intervening disciplinary action occurs, no item shall remain in the active personnel file longer than eighteen (18) months and such items shall not be considered in subsequent determinations of discipline except in matters involving discharge in which case disciplinary matters of up to twenty-four (24) months may be considered. Notwithstanding the foregoing, the Employer, in its discretion, may remove the disciplinary item in the employee's active personnel file earlier than the times indicated in this paragraph.

No record of disciplinary action shall be removed from an employee's permanent record of employment except in accordance with Ohio's record retention requirements.

Section 6. Personnel File

An employee shall be allowed to review the contents of his or her personnel files at all reasonable times upon three business days written (email is acceptable) or verbal notice. Any unsubstantiated allegations of misconduct shall not be contained in any of the employee's personnel files. If such allegations exist, a memorandum explaining any document in his or her file may be added by the respective employee.

ARTICLE 16. VACATION.

Section 1. Accrual of credit. A full-time employee's accrual of vacation credit begins with his first day of employment. An employee who is in a pay status for at least two weeks in any month receives credit for that month.

Accrual will be at the following rates, based upon years of continuous service:

- a) I day for each full calendar month (twelve days per year) in each of the first five years of service.
- b) 1- 1/4 days per full calendar month (15 days per year) for the sixth through ninth year of service.
- c) 1-1/2 days per full calendar month (18 days per year) for the tenth through fifteenth year of service.
- d) 1-3/4 days per full calendar month (21 days per year) for the sixteenth through twentieth year of service.
- e) 2 days per full calendar month (24 days per year) for the twenty-first through twenty-fifth year of service.
- f) 2.166 days per full calendar year (26 days per year) beginning the twenty-sixth year of service.

Section 2. Use of Vacation Credit.

- a) Vacation leave will not be charged for a holiday falling within the vacation leave. But an employee cannot use sick leave during the vacation period.
- his designee at least 30-days twenty four (24) hours prior to the first date requested, unless there is a reason for later submission. The department head or his designee will evaluate all requests against the need to maintain efficient City operations. If two or more requests are submitted for the same time period and only one can be granted, preference will be given on the basis of seniority provided such a selection does not impede operations.

- c) Probationary employees may not use vacation leave during the first **ninety** (90) days of employment. six-months.
- Section 3. Vacation leave may accrue to a maximum of 45 days. Vacation accumulated in excess of these amounts will be deducted at the end of each calendar year.
- Section 4. Use when sick or injured. Absence because of sickness, injury or disability in excess of that authorized for such purposes may, at the request of the employee and with approval of the department head, be charged to vacation leave.
- Section 5. Vacation in lieu of suspension. Compensation charged to vacation leave in lieu of time off on unpaid suspension will not ordinarily be allowed, except by special agreement between the employee and the City Manager at the time the suspension is levied.
- Section 6. Death of employee. The City will pay to the employee's beneficiary (as listed on the Life Insurance provided by the City) the cash equivalent of the employee's unused vacation leave credit.

ARTICLE 17 HOLIDAYS

Section 1. All-regular full-time **bargaining unit** employees are eligible for the following paid holidays:

New Year's Day

Martin Luther King Day

Memorial Day

Fourth of July Day

Labor Day

Thanksgiving Day

Day after Thanksgiving Day before Christmas

Christmas

5 floating holidays

Section 2. Eligibility. To be eligible, an employee must meet all of the following conditions:

To be compensated for a holiday, an employee must have worked, or be on a paid authorized leave of absence, the work day preceding, and the work day following the holiday.

He must not have been on disciplinary suspension on the day of the holiday.

All regular full-time bargaining unit employees shall receive eight hours of compensation for each holiday. If a regular full-time, non-exempt bargaining unit employee is required to work on a holiday, he shall receive additional compensation at 11/2 2 times (double time) the employee's standard hourly wage.

If a holiday occurs on a Saturday, it will be observed on the preceding Friday.

If a holiday occurs on a Sunday, it will be observed on the following Monday.

Employees may carry up to 16 hours of floating holiday leave into the next year to be used no later than the last day of February.

ARTICLE 22 PROBATION

- Section 1. A person initially appointed to a full-time position will be on probationary status for 426 months.
- Section 2. While on probation, a new employee may be dismissed at any time without the right of appeal, or recourse to the grievance and arbitration procedure.
- Section 3. No probationary employee will be absent without excused cause. When a probationary employee is absent from his job for any excused cause for more than five consecutive working days, his probationary period will be extended by the time absent.
- Section 4. Full-time probationary employees are eligible to participate in the City group insurance program when they begin their probationary period.
- During the probationary period, the full-time employee has no seniority, but is eligible to accumulate **floating holiday time**, **compensatory time**, sick and vacation leave. During the first six months of the probationary period, the employee is not allowed to take vacation time earned or floating holidays. New employees must begin employment no later than the fifteenth of the month to receive vacation accumulation for the first month of employment. No payment will be made for vacation time if an employee terminates before the end of the probationary period.
- Section 6. On completion of his probationary period, the employee's continued service is retroactive for 426 months.

ARTICLE 24 MEDICAL INSURANCE

- Section 1. Life Insurance. All full-time employees are eligible for Group Term Life Insurance in the amount of \$60,000. This coverage shall be fully paid by the City.
- Section 2. Accidental Death and Dismemberment; Loss of Sight and Permanent Disability Coverage. All full and permanent part-time employees are eligible to participate in the Accidental Death, Dismemberment, Loss of Sight and Permanent Disability group insurance program through the Ohio Municipal League. Coverage in the amount of \$12,000 is paid for by the City. Employees may elect to purchase additional coverage up to \$150,000 for themselves and/or their eligible family members.
- Effective March 31, 2022 all members of the bargaining unit shall be entitled to participate in the Michigan Conference of Teamsters Welfare Fund (the "Michigan Fund") Plan (to be determined) for each full time employee performing work covered by this Agreement who has been on the payroll for thirty (30) calendar days. Part-time employees working thirty (30) hours or more per week shall also be able to enroll in and be covered by the same health care benefits made available to full time employees. (See attachment) All full-time employees are eligible to enroll in a City furnished health care program to include medical, dental, vision and prescription drug coverage. The content and employee premiums will be consistent with that provided to employees in the City Manager's office, including any changes in benefits and employee contributions.
- Any employee premium payments will be deducted from employee biweekly wages. If the employee elects not to participate in the health care plan for 12 consecutive months, January 1 to December 31, he will receive an annual lump-sum payment of \$5,000. Payment will be made in the first quarter of each year. A deceased City employee's family will be provided this insurance at no cost according to the Plan document. for six months from the month of the employee's death, or until insurance protection is provided through the employee's retirement system, whichever comes first.
- Section 5. Coverage During Leave of Absence.
 - a) Employees on leaves of absence with pay will have their health plan continued.
 - b) An employee on authorized leave of absence without pay, upon the recommendation of the Public Service Director and approval of the City Manager and the plan administrator, may continue his enrollment provided

Local 957 Proposal to City of Vandalia Article 24-Medical Insurance October 5, 2021

he pays the entire health premium for the coverage after thirty calendar days of absence without pay.

c) Maternity leave employees will continue to be covered by the health plan.

Local 957 Proposal to City of Vandalia Article 26-Wages and Overtime

December 8, 2021

ARTICLE 26 WAGES, OVERTTIME

Section 1. Base Hourly Rate of Pay

The Base Hourly rate to be paid by the Employer to the Public Works employees covered by this Agreement shall be as follows:

A. Public Works Technician

- 1. Minimum Base Hourly rate upon ratification of this Agreement shall be eighty-five percent (85%) of the top Base Hourly rate for the Public Works Technician Classification, to be effective on January 1, 2022. Any Public Works Technicians receiving less than eighty-five percent (85%) of the top Base Hourly rate for the Public Works Technician Classification upon ratification of this Agreement shall have their Base Hourly rate increased to eighty-five percent (85%) of the top Base Hourly rate for the Public Works Technician Classification effective January 1, 2022.
 - a. Effective January 1, 2023 any for the Public Works Technician receiving eighty percent-five (85%) of the top Base Hourly rate for the Public Works Technician Classification shall have their Base Hourly rate increased to ninety percent (90%) of the top Base Hourly rate for the Public Works Technician Classification.
 - b. Effective January 1, 2024 any for the Public Works Technician receiving ninety percent (90%) of the top Base Hourly rate for the Public Works Technician Classification shall have their Base Hourly rate increased to ninety-five percent (95%) of the top Base Hourly rate for the Public Works Technician Classification.
- 2. Any Public Works Technicians receiving more than eighty-five percent (85%) of the top Base Hourly rate for the Public Works Technician Classification but less than ninety Percent (90%) of the top Base Hourly rate for the Public Works Technician Classification as of January 1, 2022 shall have their Base Hourly rate increased to ninety percent (90%) of the top Base Hourly rate for the Public Works Technician Classification effective January 1, 2022.
 - a. Effective January 1, 2023 any for the Public Works Technician receiving ninety (90%) of the top Base Hourly rate for the Public Works Technician Classification shall have their Base Hourly rate increased to ninety-five

percent (95%) of the top Base Hourly rate for the Public Works Technician Classification.

- b. Effective January 1, 2024 any for the Public Works Technician receiving ninety-five percent-five (95%) of the top Base Hourly rate for the Public Works Technician Classification shall have their Base Hourly rate increased to one hundred percent (100%) of the top Base Hourly rate for the Public Works Technician Classification.
- 3. Upon ratification of this Agreement and effective January 1, 2022 the top Base Hourly rate for employees in the Public Works Technician Classification shall be increased to \$31.51 per hour. Employees in the Public Works Technician Classification receiving a Base Hourly rate of pay of \$30.30 as of January 1, 2022 shall have their Base Hourly rate increased to \$31.51.
 - a. Effective on January 1, 2023 the top Base Hourly rate for employees in the Public Works Technician Classification shall be increased to \$32.77 per hour.
 - b. Effective on January 1, 2024 the top Base Hourly rate for employees in the Public Works Technician Classification shall be increased to \$34.08 per hour.

c. Effective on January 1, 2025) the top Base Hourly rate for employees in the Public Works Technician Classification shall be increased to \$35.45 per hour.

B. Public Works Mechanics

1. Head Mechanic

- a. Upon the ratification of this Agreement and effective on January 1, 2022 the Base Hourly rate for the Public Works employees in the Head Mechanic classification shall be increased to \$33.71.
- b. Effective on January 1, 2023 the Base Hourly rate for the Public Works employees in the Head Mechanic classification shall be increased to \$35.05.
- c. Effective on January 1, 2024 the Base Hourly rate for the Public Works employees in the Head Mechanic classification shall be increased to \$36.46.

2. Mechanic

- a. Upon the ratification of this Agreement and effective on January 1, 2022 the Base Hourly rate for the Public Works employees in the Mechanic classification shall be increased to \$29.38.
- b. Effective on January 1, 2023 the Base Hourly rate for the Public Works employees in the Mechanic classification shall be increased to 30.56.
- c. Effective on January 1, 2024 the Base Hourly rate for the Public Works employees in the Mechanic classification shall be increased to 31.78.

C. Public Works Office Manager

1. Office Manager

- a. Upon the ratification of this Agreement and effective on January 1, 2022 the Base Hourly rate for the employees in the Office Manager classification shall be increased to 27.11.
- b. Effective on January 1, 2023 the Base Hourly rate for the employees in the Office Manager classification shall be increased to 28.20.
- c. Effective on January 1, 2024 the Base Hourly rate for the employees in the Office Manager classification shall be increased to 29.33.

Section 2. Supervisor Pay

All bargaining unit employees in the Public Works Department receiving additional compensation as of January 1, 2022 for performing additional duties and referred to by the City as "supervisors" shall continue to receive the same additional "supervisor" compensation for the as long as this Agreement is in effect unless increased by a written agreement between the City and the Union.

Section 3. Commercial Driver's License (CDL).

The City shall pay the full cost of the CDL license and renewals for those Public Works employees whose job requires a CDL, and at the end of the probationary period for new employees.

Section 4. Pay for Certifications

Bargaining unit employees in the Public Works Department shall receive additional compensation of fifty cents (\$.50) per hour for each Environmental Protection Agency (EPA), Department of Commerce (DOC) certification and any other governmental certification obtained or renewed by the bargaining unit employees.

Section 5. Longevity Pay.

Bargaining unit members shall receive, in addition to other compensation provided to bargaining unit employees in this Agreement, service credit payment based upon the following table:

One percent (1%) increase in the employee's Base Hourly rate after the completion of five (5) years of continuous service;

Two percent (2%) increase in the employee's Base Hourly rate after the completion of ten (10) years of continuous service;

Three percent (3%) increase in the employee's Base Hourly rate after the completion of fifteen (15) years of continuous service;

Four percent (4%) increase in the employee's Base Hourly rate after the completion of twenty (20) years of continuous service;

Five percent (5%) increase in the employee's Base Hourly rate after the completion of twenty-five (25) years of continuous service;

Six percent (6%) increase in the employee's Base Hourly rate after the completion of thirty (30) years of continuous service.

Section 6. Overtime. An employee shall be paid 1½ times his regular hourly rate for all hours worked over eight (8) in a normal work day or over 40 in a week Monday through Friday. All work performed on a Saturday shall be paid at time and one-half (1½) of the employee's regular hourly rate and all work performed on a Sunday shall be paid at double time of the employee's regular hourly rate.

Consistent with City Policy 600.3, all paid time off shall be counted as hours worked for the purposes of the regularly scheduled 40 hour work week.

Section 7. Overtime when assigned is mandatory.

Section 8. Commercial Driver's License. The City will pay the difference between a regular driver's license and a CDL license.

Section 9. Pay for EPA and other Licenses/Certifications

Wastewater Collection System Operator — Class 1 or 2 (\$0.50/hour — the City would only will pay for one each of these certificates per employee)

Water Distribution System Operator - Class 1 or 2 (\$0.50/hour - the City would only will pay for one each of these certificates per employee)

Certified Backflow Tester (\$0.50/hour the City will pay each employee who has this only needs 2 of these, the City would choose which employees it pays for certification)

Spraying License – (\$0.50/hour - the City will pay for each employee who has or obtains this license)

Master Plumber License - (\$0.50/hour - the City will pay for each employee who has or obtains this license)

Consistent with the current and longtime practice, the City agrees to pay for any training needed to accumulate contact hours necessary for license/certification renewal.

- Section 10. Breaks will be in accordance with current department policy.
- Miscellaneous. Except for those benefits which are addressed in this contract, any other benefit will be in accordance with applicable provisions of Sections 800 and 900 of the City of Vandalia Personnel Policies and Procedures Manual, including any change the City makes to those sections during the term of the contract.
- Section 12. Compensatory time shall be capped at one hundred twenty (120) hours, with a maximum of one hundred twenty (120) hours per year. Eighty (80) hours of accumulated, unused compensatory time may be carried over by an employee to the following year, which shall be counted toward the maximum accumulation for that year.
- Section 9. The Head Mechanic and Mechanic will receive \$.35 per hour above the Base Hourly rate for the following "ASE" certified tests that are passed:

(As listed in the City's 11-1-21 proposal)

Article 26. Wages, Overtime, CDL and Miscellaneous.

- Section 1. Increase wages **4.0%** first pay period of **2022**, **2023 and 2024**. Also, continue Merit Based Pay Plan increases.
- Overtime. An employee shall be paid 1½ times his regular hourly rate for all hours worked over eight (8) in a normal work day or over 40 in a week Monday through Friday. All work performed on a Saturday shall be paid at time and one-half (1½) of the employee's regular hourly rate and all work performed on a Sunday shall be paid at double time of the employee's regular hourly rate.

Consistent with City Policy 600.3, all paid time off shall be counted as hours worked for the purposes of the regularly scheduled 40 hour work week.

- Section 3. Overtime when assigned is mandatory.
- Section 4. Commercial Driver's License. The City will pay the difference between a regular driver's license and a CDL license.
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Water Distribution System Operator – Class 1 or 2 (\$0.50/hour – the City would only will pay for one cach of these certificates per employee)

Certified Backflow Tester (\$0.50/hour - the City will pay each employee who has this only needs 2 of these, the City would choose which employees it pays for certification)

Spraying License – (\$0.50/hour – the City will pay for each employee who has or obtains this license)

Master Plumber License - (\$0.50/hour - the City will pay for each employee who has or obtains this license)

Mechanics ASE Certifications (\$0.50/hour - the City will pay each Mechanis for each ASE Certification already obtained and earned during this Agreement.

Consistent with the current and longtime practice, the City agrees to pay for any training needed to accumulate contact hours necessary for license/certification renewal.

- Section 6. Breaks will be in accordance with current department policy.
- Section 7. Miscellaneous. Except for those benefits which are addressed in this contract, any other benefit will be in accordance with applicable provisions of Sections 800 and 900 of the City of Vandalia Personnel Policies and Procedures Manual, including any change the City makes to those sections during the term of the contract.
- Section 8. Compensatory time shall be capped at one hundred twenty (120) hours, with a maximum of one hundred twenty (120) hours per year. Eighty (80) hours of accumulated, unused compensatory time may be carried over by an employee to the following year, which shall be counted toward the maximum accumulation for that year.
- Section 9. All bargaining unit employees receiving additional compensation as "supervisors" shall continue to receive that additional compensation during this Agreement and shall also receive a \$2.00 per hour increase effective January 1, 2022. All of the wage increases set forth in Section 1 of this Article shall be in addition to the additional compensation bargaining unit "supervisors" receive pursuant to this Section.

ARTICLE 28 TERM OF AGREEMENT

- Effective Dates. This Agreement shall become effective on ratification by the bargaining unit members and approval by the City Council signing and shall remain in full force and effect until 12/31/2024. Notwithstanding anything else in this Agreement, no act, omission, or event occurring before the initial effective date of this Agreement shall give rise to any rights or liabilities under this Agreement nor shall it be subject to arbitration.
- Negotiations for a New Contract. The Union shall present the City, in writing, its proposed changes for a successor agreement no later than 120 days before the termination date of this Agreement. Negotiations will begin between the 83rd and 90th day before the termination date, or earlier, if the parties mutually agree. Both parties will negotiate in good faith in an earnest effort to complete negotiations and reach a new agreement 45 days before the termination date of this Agreement.

City of Vandalia Parks & Recreation

Vandalia Senior Center

April, 2022 Volume 10 Issue 4



The Something Good singing group above is listed from left to right: Janet Sikora, Elaine Gregg (Kneeling), Sharon McKee, Cindy Straszheim, Janet Eby, Celeste Caplinger, Rosalind Jamison (Kneeling), Claudia Anderson, and Bev Jones.

You have something good to look forward to. There will be another catered dinner on Friday, May 20, at 6:00 p.m. It will again be catered by Lyons' Catering. You will be able to start signing up when the May newsletter comes out on April 12 and continue until May 13 or until all 100 seats are filled. There will be more details in the May newsletter.

The second thing is Something Good who will be singing for you that night. This Preble County group has been together for a long time. All but one of them graduated from Eaton High School which is my alma mater. Three of them had siblings in my graduating class. Claudia Anderson's dad was best friends with my dad so our families spent lots of time together when we were growing up. I think you will enjoy this group!



INFORMATION

Brookhaven Lunch & Learn on Tuesday, April 5, at Noon

Robin Kent will order your food from Brookhaven's caterer, Brookberry. Robin Kent has been in martial arts training for 19 years. She holds a 5th degree blackbelt master in Taekwondo and teaches martial arts. She and Ron Doyle came on February 1 to teach the audience self-defense with and without a cane. This session will be a review from February 1 and they will add more moves. They hope to have lots of you try out the defensive moves. Limit: 75





Cypress Pointe Lunch & Learn on Friday, April 8, at Noon

Jessica Ward will bring your boxed lunch. Amy Carles is the Senior Outreach & Education Specialist with the Office of the Ohio Consumers' Counsel. She will present "Avoiding Utility Scams and Unwanted Charges". Consumer scams are prevalent and can involve your utility service. Is there really a problem with your bill? Can you really save money? How do you know and what should you do? Knowing your consumer rights and how to protect yourself from unscrupulous sales practices is a must! Learn to identify scams, effectively say "no," and reduce unwanted solicitations. The latest

utility scams, caller ID spoofing, slamming, and cramming will be discussed. Limit: 45

Ohio Masonic Home Lunch & Learn on Tuesday, April 12, at Noon

Poetry Davis from the Ohio Masonic Home will order your food. George Lovett from the elder attorneys, Lovett & House, will present "How to Protect Your Assets and Receive the Best Care". You will learn how to plan for long-term health care without financial hardship. George will discuss what financial options are available and how to qualify for government assistance earlier. It is important to take steps now with the new Medicaid laws. Learn how to ensure your health care wishes are carried out. Mr. Lovett will tell you how to legally protect your assets so



your estate won't go to probate or be taxed. After the presentation, you have the option of having your Health Care Power of Attorney and Living Will prepared for free. You will also have the opportunity to receive a free consultation with the attorney at a scheduled time. Limit: 75

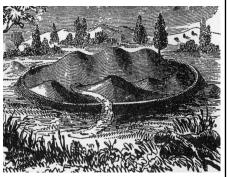


Vitas Lunch & Learn on Thursday, April 14, at 11:00 A.M.

Cynthia Trenhaile from Vitas will order your lunch. Becky Devor from Randall Residence will bring your dessert. Becky will then present "Senior Living 101". She will explain the difference between a nursing home, assisted living, memory care, and independent living. Becky Devor will address pricing and private paying versus Medicaid. Of course, she will want to talk about the benefits of Randall Residence too. Becky Devor has been in the senior health care business for many years. Come and ask your questions of an experienced insider. Limit: 50

The Laurels of Huber Heights Lunch & Learn on Tuesday, April 19, at Noon

Christopher Norman from The Laurels of Huber Heights will bring your lunch. Hope Taft, former first lady of Ohio, last year she walked from Fort Ancient to Newark via Chillicothe to link them all to the Hopewell Mounds. The Hopewell Mounds have been nominated as a World Heritage Site. The site inscription should be done in 2023. Hope will share her experiences from this walk. She will also share information about the 300 acre Hopewell Mound Group located near Chillicothe. Limit: 75



DAYTON

Hearth & Home Lunch & Learn on Friday, April 22 at Noon

Donna McAdams and Cheryl Wassil from Hearth and Home of Vandalia will bring your lunch from their kitchen. Tom Nichols will discuss the history of the Dragons and the keys to their success as one of Minor League Baseball's annual leaders in attendance. He will also explain the Dragons relationship with the Cincinnati Reds and describe a day in the life of a Minor League Baseball player. Tom is in his 15th season with the Dragons and his 35th year as a broadcaster in the minor leagues. Limit: 100

Edward Jones Lunch & Learn on Tuesday, April 26, at Noon

Donna Bargo and Jordan Peterson will order your food. Donna will give you a booklet called a Perspective. Jordan will further discuss some of the topics in the booklet. He will also talk about additional topics and answer any questions that you want to ask. Limit: 25

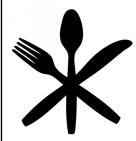




Family First Life Lunch & Learn on Friday, April 29 at Noon

Matt Phyillaier from Family First Life will provide your lunch. Matt is going to give a short educational talk about life insurance including what it is and what it can do for you. He will tell about the different types of life insurance, and the grades associated with them. Matt Phyillaier will explain the living benefits that come with certain life insurance policies and why they're im-

portant to have. He will talk about the myth that you can't have life insurance when you are on Medicaid. .Limit: 40



Let's Eat Out on the Second Tuesday Each Month!!

Sign up to eat out on Tuesday, April 12. Meet at the Pearson House restaurant at 5:00 p.m. It is located at 28 N. Main St., West Milton.



Page 3 Vandalia Senior Center

Art and More

Puzzles and Books



Our books are overflowing so the non-fiction books are now on the tall bookshelf in the pool room. You can browse through those books at anytime even if someone is playing pool.

Please put all book and puzzle donations on the fireplace in the card room. If you are returning books and puzzles you have used, also put those on the fireplace only. Some members have tried to put some items back on

the shelf and they were placed on the wrong shelves. Judy Dils is our librarian and she will take care of shelving the books and puzzles so they are placed with their correct group.

Quiz Time: Do You Know Where to Find It?

On February 15, Chief Follick and Firefighter Scott Jacobs taught a "Stop the Bleed" class. Only two people in the room knew where to find the Stop the Bleed kit or the AED. Do you know? In the dining room, go to the piano. To the right of the piano is a white metal box on the wall. You will find both the Stop the Bleed kit and the AED box inside.

Do you know where to find first aid kits? Go to the hallway across from the office where you hang up coats and drop off donations. Look up on the shelf. There are two boxes, a red one and a clear one.

In an emergency, how many doors can you exit from? I know you are thinking of the front and back door. There is also a door in the art/exercise room. There is another door next to the women's restroom. Be careful exiting from that door, you have to step down twice to the sidewalk.

Have you ever noticed any fire extinguishers? There are 5 of them that we have never had to use but they are checked every year and serviced when needed. They are in the kitchen, by the back door, by the water fountains, in the hall by the white board, and in the back section of the art room.

We have not had a fire that I know of but if there was, where could you pull the fire alarm to have everyone leave the building? There are 3 of them and they are at the back door, front door, and by the exit next to the women's restroom.

Rec Center Connection: Youth Recreation Scholarships Available!

Did you know that the Vandalia Parks and Recreation Department (VPRD) administers a Youth Recreation Scholarship fund for Vandalia-Butler students that receive free or reduced lunches? Financial assistance is available for <u>VPRD Youth Sports</u>, <u>Summer CampREC</u>, and <u>Youth Memberships to the Rec Center</u>. Our summer CampREC registration is quickly approaching, so start planning. For more information about the scholarships, you can find information by visiting <u>www.vandaliaohio.org</u> or by contacting specific supervisors in each department.

CampREC: Aaron Messenger; 937-415-2334, amessenger@vandaliaohio.org Youth Sports: John Myers; 937-415-2333, jmyers@vandaliaohio.org Rec Center: Alicia McCracken; 937-415-2347, amccracken@vandaliaohio.org



Page 4 Vandalia Senior Center

Art and More

Spring, Easter, or Flower Card Class on Wednesday, April 6, at 1:00 p.m.



Toni will have all the materials that you need to make two cards between 1:00 and 3:00 p.m. You can make one or both of the cards pictured or create your own designs. They can be Easter or spring cards or cards with flowers. You can see the two examples pictured in the office window. Limit: 15



Make a Prayer Frame on Tuesday, April 12, at 1:45 p.m.

Candy Jones will bring the

frames, the inspirational Bible verse cards, and the materials needed to put this sign together. There are several verses to choose from. You can leave the 5" x 7" frame neutral or paint it white. Then add the verse, a flower, and some greenery. Since Candy is buying the frames, she is asking a \$1 fee for this class. One per family. Limit: 12





All About Roses Class Wednesday, April 20, at 1:00 p.m.

Janet Beinkampen from Brookdale is also a certified florist. She will be discussing rose care, pruning, and using roses in arrangements. Janet will provide vases and floral supplies. You will be making a bud vase arrangement. The photo at the side does not represent what you will be making. One per family. Limit: 15

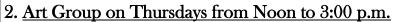
Spring Sign Class on Tues., April 26, at 1:45 p.m.

Nancy Lacey from Northwood Assisted Living will bring the materials to make this cute Welcome Spring hanging sign. Limit: 12

Three Art Groups

1. Art Appreciation on the 2nd and 4th Tuesdays at 1:40 p.m.

This group meets at the front of the dining room. Anyone can join in. Many times the group will watch part of a DVD about art and then discuss it.



Bring your own project to work on along with your own supplies. It can be any type medium. Several in the group do paintings.

3. Colored Pencils Group on Fridays from 9:30 a.m. to Noon

This group makes original artwork using colored pencils. Bring your own project. If you would like help, there are several in the group that can do that.





Page 5 Vandalia Senior Center

Information

Remember to sign up for each movie so we have the correct amount of snacks and treats.

Movie on the First Friday at 1:00 p. m.

With Brenda Walter from Lovett & House, elder attorneys

Remember back when you went to the movies and there was a cartoon or short movie before the main feature? Well, you are going to get an extra on April 1, no foolin'! Darren Davey, our IT director, has restored a 16 mm movie projector. He has one Abbott and Costello 1954 movie short called *Oh My Achin' Tooth* that runs for 9 minutes. Darren is going to show it before the full feature movie.

The movie, 12 Mighty Orphans, is based on the non-fiction book, Twelve Mighty Orphans: The Inspiring True Story of the Mighty Mites Who Ruled Texas Football by Jim Dent. During the Great Depression, Rusty Russell gives up a privileged coaching position to coach football at an orphanage in Fort Worth, Texas. He whips his young players into shape. They soon become an inspiration to their city, state, and an entire nation. Watch the end of the movie to see how each player and the staff members turned out in real life. This movie stars Luke Wilson and Martin Sheen.

PG-13 1 hr. 58 min. Drama, Sports

Movie on the Third Friday at 1:00 p. m. With Sheena Barrett from Crossroads Rehab

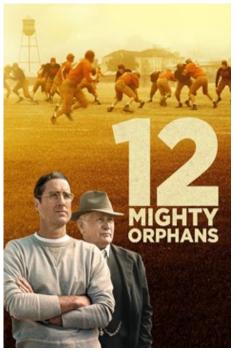
In the movie, *Patrick* (the pug), Sarah is a young woman whose life is in a bit of a mess. Her boyfriend just left her

after moving in. She is about to start a new teaching job. Yet, like it or not, her beloved late Grandmother has bequeathed her a very spoiled pug - Patrick. Surely she must have had her reasons? The last thing she needs is someone else to look after,

especially since her apartment doesn't allow pets. Come find out how Sarah deals with all of her troubles.

PG Comedy, Drama 1 hr. 34 min.







Patric/

Page 6 Vandalia Senior Center

MON	TUES	WED	THUR	FRI
	Apr			1 Colored Pencils 9:30 Mah Jong 9:30 Movie 1:00 Poker 1:00
4 Canasta 12:30 Sinclair History Class 1:00	5 Super Sewers 9:00 Bridge 9:45 Golden Qi 10:00 Lunch & Learn 12:00 Dbl Deck Pinochle 1:00 Hand & Foot 1:40 Book Club 1:40 Bingo 1:45	6 Hula Hooping 9:30 Bridge 12:15 Up & Down the River 1:00 Euchre 1:00 Easter/Spring Card Making Class 1:00	Duplicate Bridge 12:00 Pinochle 1:00	8 Colored Pencils 9:30 Mah Jong 9:30 Free Exercise 10:30 Lunch & Learn 12:00 Poker 1:00 Bingo 1:45
11 Canasta 12:30 Sinclair History Class 1:00	Super Sewers 9:00 Bridge 9:45 Golden Qi 10:00 Lunch & Learn 12:00 Dbl Deck Pinochle 1:00 Hand & Foot 1:40 Art Appreciation 1:40 Framed Verse 1:45 Let's Eat Out 5:00	13 Hula Hooping 9:30 Bridge 12:15 Up & Down the River 1:00 Euchre 1:00	14 Lunch & Learn 11:00* Art Group 12:00 Duplicate Bridge 12:00 Pinochle 1:00 Rummikub 1:00	15 Colored Pencils 9:30 Mah Jong 9:30 Poker 1:00 Movie 1:00
18 Canasta 12:30 Sinclair History Class 1:00	19 Super Sewers 9:00 Bridge 9:45 Golden Qi 10:00 Lunch & Learn 12:00	20 Hula Hooping 9:30 Bridge 12:15 Up & Down the River 1:00 Euchre 1:00 All About Roses 1:00	Bingo 10:30 Art Group 12:00 Duplicate Bridge 12:00 Pinochle 1:00	Colored Pencils 9:30 Mah Jong 9:30 Free Exercise 10:30 Lunch & Learn 12:00 Poker 1:00 Bingo 1:45
25 Canasta 12:30 Sinclair History Class 1:00	Super Sewers 9:00 Bridge 9:45 Golden Qi 10:00 Lunch & Learn 12:00 Dbl Deck Pinochle 1:00 Hand & Foot 1:40 Art Appreciation 1:40 Craft 1:45	37 Hula Hooping 9:30 Bridge 12:15 Up & Down the River 1:00 Euchre 1:00 Birthdays 1:00	Art Group 12:00 Duplicate Bridge 12:00 Pinochle 1:00 Rummikub 1:00	29 Colored Pencils 9:30 Mah Jong 9:30 Lunch & Learn 12:00 Poker 1:00

Exercise and Information

NEW BOOKS at the Vandalia Library

The Suite Sport by Trish Doller
Out of the Blue by Alison Bliss
Walking on Sunshine by Giovanna Fletcher
Hope and Glory by Jendella Benson
Book Lovers by Emily Henry

NEW MOVIES at the Vandalia Library

King Richard

Marvel's Eternals

Resident Evil: Welcome to Raccoon City

After We Fell

Ghostbusters: Afterlife

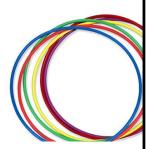


FREE Golden Qi Class on Tuesdays at 10:00 to 10:45 a.m.

Bruce and Vevia Enix teach Golden Qi which is a form of Tai Chi that is seated. This exercise improves balance, reduces joint pain, increases calmness, improves reasoning abilities, and improves the quality of your life. This class can be taken by anyone including those with balance issues.

FREE Hula Hoop Class on Wednesdays at 9:30 to 10:30 a.m.

Come and see how hula hooping can improve your health, your spine, your balance, and cardiovascular system. It can lower blood pressure, reduce stress, and cholesterol levels. These hoops are what the pros use in the gyms and rehab centers. If you want to try out this group, call before the Wednesday you want to come so the group can bring in extra hula hoops.



SUPER Seniors, independent · engaged · connected

FREE Exercise on the 2nd and 4th Fridays at 10:30 to 11:15 a.m.

Licensed physical therapists from Stonespring Transitional Care
Center offer two classes each month. The therapists will adapt the exercises to the needs of the participants with different intensities, methods, and education in the circuit. Please sign up for each time.

Technology Talk on Thursday, , at 11:00 a.m.

Jeff Opt from the Vandalia Public Library will be here to answer questions about your devices. Need to know how to do something on your phone or tablet? Come to Tech Thursday with your questions and Jeff will do his best to find the answers for you. It'll be first come, first served but feel free to stay - you may learn something new, just by listening in! Please sign up.





Another Bingo Game Is Being Added on the Fourth Friday

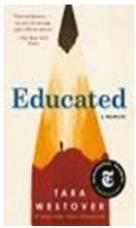
Robin Duvall from Options Home Services has offered to call bingo beginning on Friday, April 22, at 1:45 p.m. She will be returning in May, June, August, and September to run four more bingo games.



Page 8 Vandalia Senior Center

Information

Senior Center Book Club on the First Tuesday Each Month at 1:40 p.m.



Page 9

The Vandalia Senior Center Book Club will meet on Tuesday, April 5, to discuss the book. *Educated* by Tara Westover. Born to survivalists in the mountains of Idaho, Tara Westover was seventeen the first time she set foot in a classroom. Her family was so isolated from mainstream society that there was no one to ensure the children received an education, and no one to intervene when one of Tara's older brothers became violent. When another brother got himself into college, Tara decided to try a new kind of life. Her quest for knowledge transformed her, taking her over oceans and across continents, to Harvard and to Cambridge University. Only then would she wonder if she'd traveled too far, if there was still a way home.

Check out the Bulletin Board in the Dining Room!

Learn lots of information by taking at peak at the Dining Room Bulletin Board! It has the most recent ordinances and resolutions passed by Vandalia's City Council. There is also information about events at the Rec Center and throughout our Parks & Rec Department, along with some sponsor programming at their locations. When this bulletin board overflows, additional information is posted in the glass cased black bulletin board next to the office. Keep yourself 'in-the-know' and check out the Dining Room Bulletin Board!

1 Huber Heights Senior Center: 6198 Chambershurg Rd

7. Fairborn Senior Center: 325 N. Third, Fairborn

8. Beavercreek Senior Center: 3868 Dayton-Xenia Rd.



027 922 0000

937-878-4141

937-426-6166

937-641-3716

Vandalia Senior Center

AARP Tax Locations

You must take last year's tax return, a photo ID, your social security card, and proof of medical insurance. Make sure you have all your documents, especially any documents showing your sources of income.

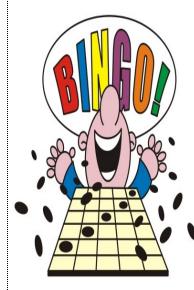
1. Huber Heights Sellior Center: 0428 Chambersburg Rd.	907-200-9999				
2.Earl Heck Community Center: 201 N Main St., Englewood	FULL on 1/12				
3. Tipp Senior Center: 528 N. Hyatt St., Tipp City	937-667-8865				
You call the AARP number listed. Do not call the Tipp Senior Center.					
4. West Milton Library: 560 S. Main St., West Milton	937-698-5515				
5. Lathrem-Kettering Senior Center: 2900 Glengarry Drive	937-296-2480				
6. New Carlisle Public Library: 111 E. Lake Ave.	937-845-3601				

9. Dayton Children's Hospital: 1010 Valley St. 10.Partners in Hope: 180 E. Race St., Troy 937-335-0448

Bridge Hosts

Tuesday bridge at 9:45 a.m. is hosted by Nancy Omlor. 937-890-5431 Wednesday bridge at 12:15 p.m. is hosted by Pat Schlaerth. 937-890-6305 Thursday duplicate bridge at 12:00 p.m. is hosted by Jim Danks. 937-667-3780





Bingo and Other Games

- 1. Mitzi Yelton from Aventura at Carriage Inn will call bingo on Tuesday, April 5, at 1:45 p.m. Limit: 48
- 2. Tambi Spirk and Nikki Waldron from Brookdale will bring food and call bingo on Thursday, April 7, at 1:00 p.m. Limit: 48
- 3. Mark Maudlin from Humana will call bingo on Friday, April 8, at 1:45 p.m. Limit: 48
- 4. Jessica Ward with Cypress Pointe will call bingo on Thursday, April 21, at 10:30 a.m. Limit: 35
- 5.Robin Duvall from Options Home Services will call bingo on Friday, April 22, at 1:45 p.m.

Celebrate April Birthdays on Wednesday, April 27, at 1:00 p.m. Crossroads Rehab will provide the cakes for this birthday party. Please call, email, or come in to sign up. First we will take a group photo.

Next the members will sing to the birthday people. Then everyone at the center can have a piece of cake but the birthday people get their cake first!



Donations Needed

* **Please give all donations for the free tables to Toni.

Some items can be used by the center. ***

Leave in the Office:

NEW: Coffee Mate individual creamers and individual (yellow) packets of Splenda plastic forks (spoons and knives are not needed currently), 16 oz. drinking cups in pastels (for spring), birthday and seasonal napkins (not white we have many), individually labeled flavored teas (not green or black tea, we have plenty), card making supplies, art supplies, batting (no fabric at this time), glass, metal, and wood and other containers for flower arrangements, ribbon, greenery, new greeting cards, items for the free tables.

Boxes in the hallway under the coat rack and by the white board:

used batteries (not in containers or bags), pop tabs, used greeting cards, cell phones, glasses, cancelled stamps (be sure to leave a 1/4" border around the stamps), food for the Vandalia Food Pantry barrel and food for the Cares4Kids box.

On the fireplace in the card room/library: books, movies, jigsaw puzzles

DUNATIONS

EASE

April Travel News

Greetings to all. FYI....reservations are trickling in. Several travelers made reservations but for some reason failed to mail in deposits.

Reminders: Insurance checks to be made out to <u>Travel Insured</u> including tour number.

All overnight tours depart from 1111 Stonequarry Rd - Rec Center - Vandalia,
Ohio - check in 7:30 am - depart 8:00 am
All travelers must be a member of the Vandalia Senior Center.

- 7/11 7/16 Branson, Mo Tour #1890088 \$635 pp or \$814 single insurance \$62 pp or \$72 sgl Includes: transportation 5 night lodging 5 breakfasts 3 dinners 6 great shows including the "Jesus" production at Sight & Sound Theater......note: two people cancelled and we need to replace them for them to receive a refund.
- 7/25 7/28 Lancaster, Pa Tour #1918176 \$459 pp or \$571 single insurance \$38 pp or \$48 sgl Note: this tour is in jeopardy, we need at least 20 people for trip to go. Great tour...pass the word
- 8/09 8/11 The Ark Encounter Tour #1858851 \$355 pp or \$445 sgl insurance \$38 pp or \$48 sgl Need at least 20 additional persons.
- 8/13 8/21 Viking Danube Cruise All guests must be fully vaccinated. For those that are not able to travel, please call Viking and give them your booking number. To receive a refund all cancellations must be received by Viking by the first week of August. Please DO NOT FORGET. I have had Several issues with Viking due to Covid and reduced staff.

Stay well - hope to see you soon.

Liz Syska

3780 Ponytail Palm Ct

North Ft Myers, Florida. 33917

937-260-0776

lizsyska0@gmail.com

Monday through Friday, 9:00 a.m. to 5:00 p.m.

Travel Terms and Conditions

- 1. You must be a member of the Vandalia Senior Center to travel.
- 2. Deposits are non-refundable, unless the space is resold.
- 3. Final payment must be to Liz by the due date.
- 4. Keep in mind that there are only 5 single rooms for each trip.
- 5. If payments are not received by the due date, your name will be removed from the list.
- 6. Mark your calendar when the final payment is due, no invoices or reminders are sent out.
- 7. If you need to cancel, ask if there is a waiting list. If not, you need to find a replacement.
- 8. In the event you cancel going on a motor coach tour, a cancellation fee of \$50 applies.
- 9. If the Tour Operator cancels a tour, a full refund will be issued once it is received from the operator. Cancellation Insurance is highly recommended for tours with multiple days.





VANDALIA SENIOR CENTER

21 Tionda Dr. South Vandalia, OH 45377

Open: Monday through Friday

9:00 a.m. to 4:00 p.m.

Coordinator: Toni Williams

twilliams@vandaliaohio.org

Phone: 937-898-1232 Fax: 937-665-0796

https://vandaliaohio.org/341/

Senior-Center

Travel

Director

	dalia Senior Club
Chair $\frac{20}{}$	21 Committee: Donna Shirley 937-898-3765
Co-Chair	Iris Seibert 937-454-1583
Treasurer	Kay Lowe 937-409-8300
Secretary	Dottie Ganter 937-898-7286

Liz Syska

937-260-0776

DATED MATERIAL: DO NOT DELAY

~ MEMBERSHIP ~

Age 55 or older Younger spouses are welcome!

The 2022 fees for members are:

Vandalia Resident: \$15 single-\$25 dual

Non Resident: \$2

\$20 single-\$35 dual

A resident is defined as someone who pays

City of Vandalia property taxes.

Membership for anyone over 90 is free but

you must notify the office to continue to get the newsletter.

Your annual membership fees help offset some of the costs of programming and support for the Senior Center.

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DO YOU KNOW WE OFFER:

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 & SO MUCH MORE

Contact us today!