

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF CELINA
AND
THE CELINA MUNICIPAL EMPLOYEES REPRESENTATIVE COMMITTEE
(CMERC)**

A. The Parties to this Agreement:

1. The City of Celina, herein referred to as the Employer.
2. CMERC, hereinafter referred to as the Union.

B. Background:

The parties have discussed improvements in the current collective bargaining agreement (CBA) in order to address recruitment and retention issues for those positions covered by the CBA.

As a result, the parties have agreed to voluntarily enter into this Memorandum of Understanding (MOU) during the mid-term of the current CBA effective October 1, 2023 through September 30, 2026.

C. The Terms:

1. Article 31, Sick Leave, Section 31.11 currently provides that a bargaining unit employee who retires from active service through the Ohio Public Employees Retirement System (OPERS) can cash out “the lesser of thirty-five percent (35%) or ninety (90) days” of the bargaining unit employee’s accumulated but unused sick leave.
 - a. The parties now agree that the retirement benefit discussed in C. The Terms, #1 shall be increased to “the lesser of thirty-five percent (35%) or one hundred and twenty (120) days” of the bargaining unit employee’s accumulated but unused sick leave.
2. Article 36, Holidays/Personal Leave, Section 36.8 currently provides “Employees absent from work twenty-four (24) hours or less in a calendar year, other than for vacation, personal leave, or funeral leave, shall be credited with eight (8) hours of paid personal leave in the following calendar year. Employees absent from work (8) hours or less in a calendar year, other than for vacation, personal leave, or funeral leave, shall be credited with sixteen (16) hours of paid personal leave in the following calendar year”.

- a. The parties now agree that Section 36.8 of the current CBA, discussed in C. The Terms, #2 shall be deleted and replaced with “Employees using no sick leave in a calendar quarter shall be credited with eight (8) hours of personal leave for any such quarter in the following calendar year.”
3. Article 37, Vacation, Section 37.2 currently provides vacation accrual that ends at eleven (11) years of service and a maximum of one hundred sixty (160) hours of vacation with an accrual rate of 6.15 hours accrued bi-weekly.
 - a. The parties now agree that Section 37.2 of the current CBA, discussed in C. The Terms, #3 shall be modified by deleting the reference to “or over” at the eleven (11) years of service and adding an additional accrual of two hundred (200) hours of vacation at twenty-five (25) years of service or over with a bi-weekly accrual rate of 7.69 hours.
4. Article 37, Vacation, Section 37.3 currently provides that bargaining unit employees may carryover up to forty (40) hours of vacation to the following anniversary year with the written approval of the Safety Service Director.
 - a. The parties now agree that Section 37.3 of the current CBA, discussed in C. The Terms, #4 shall be modified by adding the ability of the bargaining unit employees to either carryover forty (40) hours or cash in forty (40) hours of accumulated but unused vacation. The modified language will be as follows (changes shown in legislative format):

“Section 37.3. Vacation Scheduling: Employees shall be encouraged to use all their vacation accrued during their previous anniversary year during their current anniversary year. However, employees may carry over up to forty (40) hours of their vacation to the following anniversary year with the written approval of the Safety Service Director. **In lieu of carrying over part or all of the forty (40) hours of unused vacation, an employee may elect to cash-in any portion of the unused 40 hours of vacation per anniversary year. Any employee desiring to cash-in vacation must submit a written request to the Safety Service Director not less than 30 days prior to the employee’s anniversary date of hire.** Any unused vacation from the previous anniversary year in excess of the forty (40) hours shall be forfeited on the employee’s anniversary date.

Not more than one hundred twenty (120) hours of vacation at one (1) time may be scheduled without prior written approval of the Safety Service Director. Insofar as practical, every effort will be made to schedule vacations at the time most preferable to each employee. However, final decision with respect to the scheduling of vacations shall rest with the Employer and must be geared to the City’s need for the employee’s services.

Vacations should be scheduled with the Department Head by April 1, if possible. Scheduled vacation weeks may be changed during the year with the approval of the Department Head”.

5. The parties agree to modify the wage increases listed in Article 41, Pay Adjustments, Section 41.2. The wage increase effective October 1, 2024, shall be increased from five percent (5%) to seven percent (7%). Additionally, The wage increase effective October 1, 2025, shall be increased from five percent (5%) to seven percent (7%).
The wage scales in Appendices C and D have been modified to add the additional two percent (2%) increases effective October 1, 2024, and October 1, 2025. **The new wage scales are attached to this MOU.**
6. Mutual Aid. The parties agree that when the bargaining unit employees are authorized by the Employer to provide mutual aid to other jurisdictions outside of the City of Celina and in accordance with American Municipal Power (AMP) standards, those specific bargaining unit employees shall be paid double the base hourly rate when physically performing the authorized mutual aid duties.
7. The parties agree that other than the specific agreements made in this MOU, the remainder of the current CBA, which expires October 1, 2026, shall remain in full force and effect.
8. The parties further agree that neither party has committed an unfair labor practice (ULP), the parties have engaged in good faith bargaining, and that this MOU shall be recognized as jointly written.
9. Finally, the parties agree that due to the need to appropriate additional funds, this MOU will not be effective until signed by both parties and approved by City of Celina Council.

Thomas Hitchcock, Safety Service Director

Garrett Lutz
CMERC President

Date Signed: _____

Date Signed: _____