MEMORANDUM OF UNDERSTANDING #2003-03 BETWEEN THE CITY OF COLUMBUS AND AFSCME, LOCAL 1632 OFFICE OF THE CITY TREASURER PARKING VIOLATIONS BUREAU CASHIER I & II Work Schedule

The City of Columbus and AFSCME, Ohio Council 8, Local 1632, hereby agree that the following provisions shall be enacted for employees working in the cashier area of the Parking Violations Bureau, working as Cashier I's and II's. Unless specifically amended by this Memorandum of Understanding (hereinafter referred to as MOU), all wages, hours and other terms and conditions of employment shall be administered in accordance with the Collective Bargaining Contract (hereinafter referred to as Contract).

This MOU supercedes and replaces MOU #98-5 included in the collective bargaining contract between the City of Columbus and American Federation of State, County and Municipal Employees (AFSCME), Ohio Council 8, Local 1632 dated April 1, 2002-March 31, 2005. All provisions of the aforementioned MOU that are not specifically addressed herein shall cease and desist immediately with the effective date of this MOU.

HOURS OF WORK

The normal workweek shall consist of four (4) days of ten (10) hours per day. This schedule shall be worked Monday through Saturday. Hours of work and days off will be determined by seniority. The starting times begin at 9:00 A.M. and conclude at 8:00 P.M., Monday through Friday and 8:00 A.M. to 7:00 P.M. on Saturdays.

EXCEPTION

One (1) Cashier II (the most senior) and two (2) Cashier I's (the most senior) will be grandfathered under different schedules. The Cashier II will continue to work five (5) eight (8) hour days, Monday through Friday. The Cashier I's will work 7:00am to 6:00pm. Management reserves the right to alter the top three (3) abovementioned positions in the event that the incumbents separate from those positions.

ADDITIONAL ONE-TIME COMPENSATION

For the six (6) employees specifically named: Delphia Moore, Mechelle Bland, Deborah James, John McAllister, Tracey Schriner, and April Johnson; a one-time lump sum distribution of five hundred dollars (\$500.00) will be paid, subject to the approval of City Council through an ordinance. The one-time lump sum is to be paid through the City's payroll section; such payment will be subject to all applicable taxes.

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HOLIDAY PAY

- **A.** The provisions contained in Article 17, Holidays, of the Contract shall govern the eligibility and usage of holiday pay for those employees covered herein, unless specifically changed hereunder.
- **B.** Any employee who does not work a day on which a holiday is celebrated shall be paid for the hours that would normally be worked on that scheduled day at his/her regular straight-time hourly rate of pay for said holiday.
- C. Any employee who works on a day that is celebrated as a holiday, shall be paid at the rate of time and one-half (1-1/2) for all hours worked in addition to his/her regular straight time hourly pay for the holiday.
- **D.** In accordance with the provisions of Article 17, if the holiday falls on the first or second regularly scheduled day off (RDO), the holiday will be celebrated on the previous workday. If the holiday falls on the third day off it will be celebrated on the following workday.

OVERTIME ELIGIBILITY AND PAY

- **A.** Overtime eligibility and pay will be administered pursuant to Article 16 of the Contract.
- **B.** For purposes of this MOU, work performed on an employee's second consecutive regular day off will be paid at the double-time rate, providing that the provisions of Section 16.3(C) of the Contract are met.
- C. When a need for overtime arises at the end of the shift, the supervisor will <u>first</u> contact those employees who meet the following criteria (regardless of whether the employee works an eight (8) hour shift or ten (10) hour shift:
 - 1. Employees already working will be asked if they can stay over (based on seniority), and:
 - 2. Employee(s) next on the overtime list.

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VACATION LEAVE

- **A.** An employee's vacation leave accrual and/or usage shall be in accordance with the provisions contained in Article 19 of the Contract.
- **B.** An employee who requests and is granted a vacation day off for a day on which he is scheduled to work a ten (10) hour shift shall be charged ten (10) hours of vacation for said day off. For vacation leave of less than one (1) full work day, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on vacation leave during any ten (10) hour shift.

SICK LEAVE ACCRUAL AND USAGE

- A. Sick leave accrual and usage shall be administered for employees on ten (10) hour shifts in accordance with the provisions contained in Article 20 of the Contract.
- **B.** For each ten (10) hours of regularly scheduled work from which an employee is absent, sick leave with pay shall be used at the rate of ten (10) hours. For sick leave of less than one (1) full work day, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on sick leave during any ten (10) hour shift.

DISABILITY LEAVE PROCEDURES

All full-time employees working ten (10) hour shifts shall be eligible to participate in the City's disability leave program provided in Article 21 of the Contract, provided, however, that any ten (10) hour employee deemed to be on said disability leave program shall receive a payment of 81% of said employee's gross wages under the following formula:

- 1. The employee's gross wages shall be computed on a forty (40) hour workweek for each full week in which an employee is off work.
- 2. The employee shall receive a payment of 81% of his/her gross wages based upon said forty (40) hour workweek for each full week in which an employee is off work.
- 3. For any partial week in which an employee is on the disability leave program, said employee shall receive a payment of 81% of his/her gross wages, under the above-noted formula, pro-rated to the number of hours said employee is off work during his/her regularly scheduled work week.

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WORK SCHEDULE

Position	SUN	MON	TUE	WED	THUR	FRI	SAT
Supervisor #1	OFF	8A-5P	9A-6P	9A-6P	9A-6P	8A-5P	OFF
Supervisor #2	OFF	OFF	OFF	9A-8P	9A-8P	9A-8P	8A-7P
Supervisor #3	OFF	9A-8P	9A-8P	9A-8P	9A-8P	OFF	OFF
Cashier #1	OFF	7A-6P	7A-6P	7A-6P	7A-6P	OFF	OFF
Cashier #2	OFF	9A-8P	9A-8P	9A-8P	9A-8P	OFF	OFF
Cashier #3	OFF	OFF	7A-6P	7A-6P	7A-6P	7A-6P	OFF
Cashier #4	OFF	OFF	OFF	9A-8P	9A-8P	9A-8P	8A-7P
Cashier #5	OFF	OFF	OFF	9A-8P	9A-8P	9A-8P	8A-7P
Cashier #6	OFF	9A-8P	9A-8P	OFF	OFF	9A-8P	8A-7P