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Memorandum of Understanding Between

City of Cincinnati and AFSCME Ohio Council 8
and
Locals 190, 223, 240, 250, 1543 and 3119

Regarding Parking Facilities RFP

WHEREAS, the City has issued a request for proposals in connection with operation of the City's parking lots, parking garages, and parking meters; and

WHEREAS, the successful negotiation of a contract will result in the loss of approximately 25 AFSCME positions in the Parking Services Division; and

WHEREAs, the Parties desire to resolve job security and wages issues related to the above related matter; now therefore:

1. The City agrees that upon transition of the parking operations ~~transition to a private parking operator~~, all full-time AFSCME employees currently employed by Parking Facilities will be placed into other City positions upon the transition of parking facilities operations. City Human Resources will place employees into other vacant AFSCME-City positions, with appropriate training, without a reduction in their current base hourly rate.

2. In addition, AFSCME employees currently on a layoff/recall list, including the Clerk 2 list that expired in September 2012, will be placed into other vacant AFSCME-City positions, as well as the Hostler position. (This includes 1 Clerk, 1 Lab Tech and the Hostler).

3. The City agrees that all Fleet Services vehicle maintenance work currently performed by AFSCME members will stay in-house at least through the term of the next 2013-16 City-AFSCME contract.

4. The City agrees that no AFSCME bargaining unit employees shall be subject to layoff for the three year term of the 2013-16 City-AFSCME contract except in the case of sudden unexpected major loss of revenue due to circumstances beyond the City's control, such as loss of a major City Employer, major loss of state or federal funding, or natural or other disaster that results in major unexpected loss of revenue, in which case the Parties agree to reopen and discuss this agreement solely as to the no-layoff provision. The parties understand that the City may seek revenue enhancements as it works to balance future City budgets. AFSCME agrees to support such efforts for the duration of this no-layoff provision (not including future efforts to privatize or contract out AFSCME work).

5. The City agrees that for the contract year effective August 2013 through August 2014, AFSCME bargaining unit members shall receive a Cost of Living increase of 1.5%. All other terms of the contract shall remain subject to negotiation.

6. Effective the contract year effective August 2014 through August 2015, AFSCME bargaining unit members shall receive a Cost of Living increase of 1%. However, if any other City Bargaining unit receives a Cost of Living wage increase or lump sum/signing bonus in excess of 1%; effective in 2014 AFSCME members will receive the difference between that amount and the 1% already received, effective August 2014.

7. This agreement shall become effective and is contingent upon the City Council's approval of the City Manager's proposal to enter into a contract with a private company for leasing of the City's parking facilities.

8. This agreement is also contingent upon ratification by the full AFSCME membership and approval (through ordinance) by the City Council and Mayor. AFSCME agrees to present it to a ratification vote no later than December 6th, and the City agrees to present it to City Council for approval no later than December 19.th.

9. AFSCME agrees to withdraw its request for fact-finding in connection with the August 2012 Wage reopener negotiations and agrees to settle based on current wage rates through August 2013.

10. This agreement is entered into in good faith and both Parties agree to support it with their respective constituents. Furthermore, AFSCME agrees not to oppose the City's efforts to maximize revenue generation as is relates to the parking operation, with the media or the public.

Signed, this 29th day of November 2012:

For the City:

Georgetta Kelly
Human Resources Director

Ursula McDonnell 11-29-12
Ursula McDonnell
Manager, Employee Services Division

For the Union:

Peter McLinden, Regional Director
AFSCME Ohio Council 8

Renita Jones-Street
Staff Representative, AFSCME Ohio Council 8

Kelly Malone, President, Local 250

David Farmer ,President, Local 190

John Lloyd, President, Local 223

Tom West, President, Local 1543

Dru Garnett, President, Local 3119

Ken Ellis, President, Local 240