

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU"), made and entered into on this the \_\_\_\_ of \_\_\_\_\_, 2015, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A (the "Government" or "LFUCG"), and the American Federation of State, County and Municipal Employees, AFSCME Local 4468 (the "Organization" or "Unit").

WITNESSETH

WHEREAS, the Council of the Lexington-Fayette Urban County Government has adopted Resolution No. 181-74 and Ordinance No. 4-75, which are attached hereto and incorporated herein by reference (the "Legislation"), which provide a process and procedure for the recognition of legitimate employee organizations by LFUCG in a non-bargaining unit context; and

WHEREAS, the Organization has been certified and recognized by LFUCG pursuant to the Legislation; and

WHEREAS, the Legislation contemplates the entering into of MOU's between LFUCG and the Organization pertaining to employees represented by a recognized organization and their working conditions; and

WHEREAS, the LFUCG's Divisions of Waste Management and Human Resources have met with the Organization for a significant period and number of times and have entered into a set of proposed articles for consideration by the Urban County Council; and

WHEREAS, the proposed articles are incorporated into this MOU and have been approved and adopted by a majority of the members of the Organization.

NOW, THEREFORE, that for and in consideration of the mutual promises and covenants herein expressed, LFUCG and the Organization agree as follows:

1. That the above recitals are incorporated herein by reference as if fully stated.
2. That the parties agree to recognize and comply with the Articles, which are attached hereto and incorporated herein by reference.
3. That this MOU shall be for a duration of two (2) years from the above referenced date of execution and shall automatically renew from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the expiration date that it desires to terminate or modify the MOU. Negotiations shall begin within a reasonable time of the receipt of the above notice.
4. That except as provided herein, the Legislation shall remain in full force and effect until amended or modified by the Urban County Council.
5. The parties agree that if any section, subsection, sentence, clause, phrase, or portion of this MOU is for any reason held invalid or unlawful by a court of

competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFSCME LOCAL 4468

BY: \_\_\_\_\_  
Jim Gray, Mayor

BY: *Dion Henry*  
Dion Henry, President of Local 4468

ATTEST:  
\_\_\_\_\_  
Meredith Nelson  
Clerk of the Urban County Council

WITNESS: *Jim Gray*