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**MEMORANDUM OF UNDERSTANDING
BETWEEN AFSCME LOCAL 1888 SECURITY
AND THE CITY OF ALBUQUERQUE GENERAL SERVICES DIVISION
REGARDING REDUCED STAFFING FOR HOLIDAYS**

7 THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between
8 the City of Albuquerque General Services Department (“Department”) and the AFSCME
9 Local 1888 Security (“Union”), (collectively, the “Parties”) and serves as an addendum to the
10 Agreement Between the City of Albuquerque and AFSCME Local 1888 Union (“CBA”)
11 effective July 1, 2023, which terminates on June 30, 2026.
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13 **WHEREAS**, the Parties agree that staffing levels on Christmas Day and New Years’
14 Day have historically seen high amounts of call-ins requiring staff to be mandated to work
15 overtime shifts, and;
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17 **WHEREAS**, the Parties agree that this places a heavy burden on employees who
18 do report for work, the facilities that the Department secures, and the citizens of
19 Albuquerque, and;
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21 **WHEREAS**, the Parties agree that it is in the best interest of the Parties for
22 critical locations secured by the Department to be staffed while allowing the greatest
23 number of employees to enjoy the holidays with their families, and
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25 **WHEREAS**, Article 6.1.4 of the CBA reads in part as follows:
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27 *6.1.4 For use of all forms of leave other than vacation, the City may require*
28 *documentation of the basis for the leave used when the City has a verifiable basis*
29 *to suspect that the Employee is utilizing the leave for purposes other than those*
30 *authorized. As regards sick leave, documentation means information from a*
31 *doctor of medicine or osteopathy authorized to practice medicine or surgery (as*
32 *appropriate) in the State in which the doctor practices or any other person*
33 *determined to be capable of providing health care services under regulations*
34 *promulgated under the FMLA of 1993, 29 U.S.C., Section 2601, et seq., as*
35 *amended*
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37 **NOW, THEREFORE BE IT RESOLVED**
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- 39 **I. Term of MOU.** This MOU is effective the date the last party signs the
40 agreement and shall remain in full force until January 3rd, 2024.
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- 42 **II.** The Department agrees to reduce the number of staffed posts from 0100 (1am)
43 to 2359 (11:59pm) on December 25, 2023 (Christmas Day) and January 1,
44 2024 (New Years’ Day) (collectively the “Holidays”). The Department shall
45 provide to the Union a list of critical and non-critical posts prior to the signing
46 of this MOU. Unless an emergency situation occurs, the Department agrees
47 to close non-critical posts and not require staffing at them.
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III. The Union agrees that all bargaining unit members who utilize sick time from 0100 (1am) to 2359 (11:59pm) on December 25, 2023 or January 1, 2024 (collectively the "Holidays") shall be required to provide documentation from a doctor of medicine or osteopathy authorized to practice medicine or surgery (as appropriate) in the State in which the doctor practices or any other person determined to be capable of providing health care services under regulations promulgated under the FMLA of 1993, 29 U.S.C., Section 2601, et seq., as amended. This MOU shall not require employees who are currently on FMLA and utilize sick time under FMLA to be required to provide any additional documentation outside of that what FMLA requires.

IV. The Parties agree that any employee who utilizes sick time on either of the Holidays and does not provide the certification from Section III of this agreement shall be subject to progressive discipline beginning with a one day unpaid suspension. Employees who do not provide the required documentation shall be afforded a Pre-Determination Hearing where they may argue the circumstances of the undocumented absence, but not the severity of the discipline.

V. No Further Agreement. This MOU incorporates all the agreements, covenants, and understanding between the parties hereto concerning the staffing of posts to be enacted hereunder, and all such agreements, covenants, and understandings have been merged into this MOU. This MOU expresses the entire MOU and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this MOU.

I. Severability. In case any one or more of the provisions contained in this MOU or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

SIGNATURES TO BEGIN ON NEXT PAGE
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APPROVED BY:



Louis Sisneros, President
AFSCME Local 1888

12-21-2023
Date

CITY OF ALBUQUERQUE

APPROVED BY:



John Craig, Director
City Of Albuquerque General Services Department

12/21/23
Date

APPROVED AS TO LEGAL FORM:



Ian Stoker, Managing City Attorney

12/21/23
Date