

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES (AFSCME) LOCAL 1888
AND THE CITY OF ALBUQUERQUE REGARDING SOLID WASTE ASSIGNMENTS**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the American Federation of State, County and Municipal Employees (AFSCME) Local 1888 (“Union”) and the City of Albuquerque, hereinafter the Parties.

WHEREAS, the Union is the exclusive bargaining representative for the employee covered by this MOU;

WHEREAS, the Parties have entered into a collective bargaining agreement (CBA) effective July 1, 2023 to June 30, 2026;

WHEREAS, the Parties recognize the need to have officers collectively working with the Solid Waste Management Department (SWMD) encampments team;

NOW, THEREFORE, the Parties agree to the following:

I. TERMS.

1. Eligible Non-Probationary Bargaining Unit Employees will be allowed to bid to the Interaction Team of the Department of Health, Housing and Homelessness (HHH), which works with the illegal dumping/encampment division within SWMD (“Interaction Team”), as detailed in Section 15 of the CBA, BIDDING AND VACANCIES. All of the biddable slots to the Interaction Team will be included on the shift bid. Currently, the shifts for the Interaction Team are Monday through Friday 0700–1500 (7:00am to 3:00 pm) and Wednesday through Sunday 1130-1930 (11:30 am to 7:30 pm) with a working lunch. The parties will meet if the need arises to make seasonal shift hour changes. Changes to days off will only occur during shift bids.
2. For the initial bid following the signing of this MOU, the Department will conduct a mid-shift bid.
3. Officers who bid to the Interaction Team will be required to follow both the essential and supplemental functions of the Security Officer Job Description and the Public Outreach Support Coordinator Job Description. Job Duties include, but are not limited to-the following:
 - a. Provide support and assistance to the Public Outreach Program Manager and Public Outreach Program Coordinator for Homeless Encampments.
 - b. Assist and conduct in-person assessment of encampments; provide outreach to individuals experiencing homelessness in encampments; provide notices to vacate encampments; and coordinate cleanup of encampments.

- c. Identify and notify the Public Outreach Program Manager and Public Outreach Program Coordination of areas with an influx of encampments; assist with developing a proactive response to these areas.
- d. Respond to assigned encampments, potentially including encampments with a large number of occupants, environmental hazards such as human waste, syringes, and fire risk; and in areas such as tunnels, drainages, freeways, and isolated spaces.
- e. Provide support to the Public Outreach Program Manager and Public Outreach Program Coordinator in "high-risk" areas.
- f. Operate radios/communications, determine appropriate response resources and observe interactions to ensure safety.
- g. Assist and participate in the implementation of goals and objectives.
- h.
 - i. Identify opportunities for improving service delivery methods and procedures; identify resource needs.

Supplemental functions:

- a. Attend and participate in professional group meetings and trainings.
 - b. Perform related duties and responsibilities as assigned.
- 4. Officers who bid to the Interaction Team may only exchange shifts with other Officers who are currently assigned to work with the Interaction Team.
 - 5. Interaction Team Training shall be provided first to Officers who have been assigned to the Interaction Team.
 - 6. Officers who bid to the to the Interaction Team shall not use the regular uniforms assigned to Security Officers but instead shall be provided with four (4) shirts and one long sleeve in the following manner. Two shirts during the months of January-June, two shirts July-December and one long sleeve either during the first six months or the last six months. Officers may use their utility belts and may only wear their body armor underneath their shirts.
 - 7. Once available, the city will provide each employee an Interaction Team Security lapel pin.
 - 8. Officers assigned to the Interaction Team will be provided PPE and equipment to safely perform their duties.

9. Officers assigned to the Interaction Team working with the illegal dumping/encampment division within SWMD– will be compensated ten (10%) percent assignment pay for all hours worked in addition to their regular rate of pay.
10. Officers assigned to the Interaction Team will be provided instruction/guidance by Solid Waste supervisors or HHH supervisors. If a security situation arises, the Officers may call General Services Department supervisors for direction/clarification.
11. Officers assigned to the to the Interaction Team will be trained on and utilize Solid Waste Department reporting software, currently View Works.
12. The City may discontinue this program at its sole discretion should it be deemed necessary. Should this program be discontinued, the General Services Department shall hold a shift bid consistent with the current CBA process.

II. FREELY AND VOLUNTARILY ENTERED. This MOU has been entered into freely and voluntarily between the Parties, based on their own judgment, knowledge and information without relying on any promise or understanding except as expressly subject provided herein.

III. EFFECTIVE DATE. The Parties agree that, so long as both Parties sign this MOU, the “effective date” is the date the last Party executes this MOU. This MOU will not be incorporated into any successor CBA’s unless specifically agreed to by the City and Union.

IV. MOU CREATES NO THIRD-PARTY BENEFITS

By entering into this MOU, the Parties do not intend to create any right, title, or interest in or for the benefit of any person other than the Parties. No person shall claim any right, title, or interest under this MOU or to seek to enforce this MOU as a third-party beneficiary of this MOU. The Parties agree that this MOU shall only be applicable to AFSCME Local 1888 bargaining unit employees.

V. NO FURTHER AGREEMENT

This MOU incorporates all the agreements, covenants, and understandings between the Parties concerning the services to be performed 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. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this MOU.

VI. 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.

VII. ELECTRONIC SIGNATURES.

The Parties agree that this MOU may be electronically signed and that the electronic signatures appearing on the agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, each party has executed this agreement on the date indicated by the signature.

AFSCME:

APPROVED BY:

Signed by:

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Chris Allen, President
AFSCME Local 1888

2/5/2025 | 12:31 PM MST

Date

CITY OF ALBUQUERQUE

APPROVED BY:

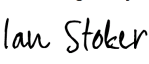
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Samantha Sengel, Chief Administrative Officer
City of Albuquerque

2/6/2025 | 11:42 AM MST

Date

APPROVED AS TO FORM:

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Ian Stoker, Director
Human Resources Department

2/6/2025 | 7:53 AM MST

Date

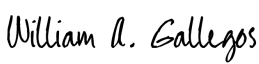
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Nathan Martinez, Director
General Services Department

2/6/2025 | 7:52 AM MST

Date

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William Gallegos, Director
Solid Waste Management Department

2/6/2025 | 6:31 AM MST

Date

APPROVED AS TO LEGAL FORM:

Signed by:
Evan Crocker
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DS
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2/5/2025 | 3:22 PM MST

Evan Crocker, Assistant City Attorney

Date