MEMORANDUM OF UNDERSTANDING BETWEEN THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 3022 AND THE CITY OF ALBUQUERQUE REGARDING INCREASE OF PAY RATE FOR CONSTRUCTION PLAN EXAMINER, PLAN ANALYST AND PLAN CHECKER.

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is entered into by and between the City of Albuquerque ("City") and the American Federation of State, County, and Municipal Employees, Local 3022 ("Union") (the City and the Union are collectively referred to as the "Parties").

WHEREAS, the Parties have entered into a Collective Bargaining Agreement ("CBA") that is effective from July 1, 2023 through June 30, 2026 (the "CBA");

WHEREAS, the Parties wish to align the salaries for the following positions (Construction Plan Examiner, Plan Analyst, and Plan Checker) and increase the base pay of these positions;

Now, Therefore, the Parties agree to the following:

I. EFFECTIVE DATE. The Parties agree that, so long as both Parties sign this MOU, the "effective date" is the first full pay period following signatures of all parties.

II. TERMS of MOU.

The parties agree to the following increases from the current rates.

- 1. The Parties Agree that the wages for non-probationary Construction Plan Examiner, Plan Analyst and Plan Checker (the "Employees") shall be adjusted to the following rates:
 - A. Construction Plan Examiner will be increased from \$26.37 to \$29.14 per hour;
 - B. Plan Analyst will be increased from \$24.48 to \$27.05 per hour; and
 - C. Plan Checker will be increased from \$23.94 to \$26.45 per hour.
- 2. There will be no retroactive pay with this agreement.
- **III. 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 the positions within the Union's bargaining unit as described herein.
- **IV. NO FURTHER AGREEMENT.** This MOU incorporates all the agreements, covenants, and understandings between the Parties hereto 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.

V. 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.

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

SIGNATURES CONTINUE ON NEXT PAGE
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Lauren Keefe, City Attorney

AFSCME 3022 APPROVED BY: 7/29/2025 | 12:32 PM MDT Augustine Romero, President Date AFSCME, Local 3022 CITY OF ALBUQUERQUE APPROVED BY: DocuSigned by: alan Varila 7/29/2025 | 1:29 PM MDT Alan Varela, Director Date Planning Department 8/7/2025 | 7:21 PM MDT Samantha Sengel, EdD Date Chief Administrative Officer APPROVED AS TO FORM: DocuSigned by: lan Stoker 7/29/2025 | 1:37 PM MDT Ian Stoker, Director Date **Human Resources Department** APPROVED AS TO LEGAL FORM: (G lauren keefe 7/29/2025 | 2:54 PM MDT

Date