

**MEMORANDUM OF UNDERSTANDING
BETWEEN AFSCME LOCAL 624 TRANSIT
AND THE CITY OF ALBUQUERQUE
REGARDING ADDENDUM TO MOTORCOACH OPERATORS AND SUN VAN
CHAUFFEURS DIFFERENTIAL PAY**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the City of Albuquerque ("City") and the AFSCME Local 624 Transit ("Union"), (collectively, the "Parties") and serves as an addendum to the Agreement Between the City of Albuquerque and AFSCME Local 624 Transit Union ("CBA") effective July 1, 2023, which terminates on June 30, 2026.

WHEREAS, Section 40.2.2 of the CBA allows the Parties to enter into written Memoranda of Understanding (MOUs) during the term of the CBA, and

WHEREAS, City of Albuquerque Transit Department staffing remains a serious problem for the City, the Union, and the citizens of Albuquerque, and

WHEREAS, the Parties agree that a Night Shift differential will help incentivize Motorcoach Operators and Sun Van Chauffeurs to provide needed services to our customers after normal business hours, and

NOW, THEREFORE BE IT RESOLVED

- I. Term of MOU.** This MOU is effective the date the last party signs the agreement and shall remain in full force until the current CBA expires on June 30, 2026 or until a successor Agreement is reached, whichever occurs last.
- II.** Any Motorcoach Operator or Sun Van Chauffeur shall be paid a \$1.00 per hour shift differential for working a regularly scheduled run that ends after 1900 hours (7:00pm)
- III. No Further Agreement.** This MOU incorporates all the agreements, covenants, and understanding between the parties hereto concerning the pilot program 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

1 or any application thereof shall be invalid, illegal or unenforceable in any respect,
2 the validity, legality, and enforceability of the remaining provisions contained
3 herein and any other application thereof shall not in any way be affected or
4 impaired thereby.
5
6
7
8

9 SIGNATURES TO BEGIN ON NEXT PAGE
10 THIS AREA INTENTIONALLY BLANK
11

1 **AFSCME LOCAL 624 TRANIST**

2

3 **APPROVED BY:**

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

DocuSigned by:
Louis Montoya

5B57565DB8546434...

Louis Montoya, President
AFSCME Local 624

5/31/2024 | 4:14 PM MDT

Date

CITY OF ALBUQUERQUE

APPROVED BY:

DocuSigned by:

Samantha Sengel

BC2424C09B8741A...

Samantha Sengel, Chief Administrative Officer
City of Albuquerque

6/20/2024 | 10:04 AM MDT

Date

APPROVED AS TO FORM:

DocuSigned by:

Leslie Keener

FFB323DDFBE2427...

Leslie Keener, Director
City Of Albuquerque Transit Department

6/6/2024 | 11:51 AM MDT

Date

DocuSigned by:

Ian Stoker

F38A9B3E3D744BE...

Ian Stoker, Acting Director
Human Resources Department

6/6/2024 | 8:40 AM MDT

Date

APPROVED AS TO LEGAL FORM:

DocuSigned by:

Catherine Gonzalez

371FF5715DDP4D5...

Catherine Gonzalez, Managing City Attorney

6/6/2024 | 5:26 AM MDT

Date