

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES (AFSCME) LOCAL 624
AND THE CITY OF ALBUQUERQUE REGARDING PARKS AND RECREATION
EMPLOYEES' CERTIFICATION PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the American Federation of State, County and Municipal Employees (AFSCME) Local 624 ("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 make changes to the current training blocks;

NOW, THEREFORE, the Parties agree to the following:

I. TERMS.

1. The Job Description of Forestry Worker II B04 will be amended to remove the requirement of a Commercial Drivers' License (CDL).
2. The Job Description of Forestry Worker IV B B06 will be amended to include the requirement of a Commercial Drivers' License (CDL).
3. The Job Description of Forestry Worker II B04 will be amended to include the requirement of a S-212, Wildland Fire Chainsaw Certification (WFCC).
4. The Job Description of Forestry Worker III B05 will be amended to remove the requirement of an Applicator License (AL).
5. The Job Description of Forestry Worker V B07 will be amended to include the requirement of an Applicator License (AL).
6. The Job Description of Forestry Worker V B07 will be amended to remove the requirement of a Train the Trainer Certification (TTC).
7. The Job Description of Forestry Worker III B05 will be amended to include the requirement of a Train the Trainer Certification (TTC).

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 624 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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Louis Montoya, President
AFSCME Local 624

3/3/2025 | 12:22 PM MST

Date

CITY OF ALBUQUERQUE

APPROVED BY:

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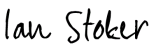
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Samantha Sengel, Chief Administrative Officer
City of Albuquerque

4/10/2025 | 11:19 PM MDT

Date

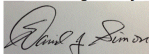
APPROVED AS TO FORM:

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Ian Stoker, Director
Human Resources Department

4/7/2025 | 9:31 AM MDT

Date

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David J. Simon, Director
Parks and Recreation Department

4/7/2025 | 9:29 AM MDT

Date

APPROVED AS TO LEGAL FORM:

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Lauren Keefe, City Attorney

Initial


4/7/2025 | 8:33 PM MDT

Date