

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, LOCALS 624, 1888, 2962 and 3022
AND THE CITY OF ALBUQUERQUE
REGARDING THE COVID-19 OUTBREAK**

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 624, 1888, 2962, and 3022 (The Union) (The City and the Union are collectively referred to as the “Parties”).

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

WHEREAS, the parties agree that the City of Albuquerque values its employees’ and the public’s welfare and wants to take all appropriate precautions to restrict the spread of the COVID-19 virus;

WHEREAS, the Parties agree that the temporary modification of certain policies and procedures under the collective bargaining agreement(s) applicable to these employees is mutually beneficial to the Parties and is in the best interest of serving the public.

NOW, THEREFORE, the parties agree to the following:

- I. **TERM OF MOU.** This Memorandum of Understanding (MOU) shall remain in full force and effect until May 15, 2020. The parties agree that upon expiration of the MOU on May 15, 2020, the terms of the MOU no longer apply and the Parties shall no longer receive benefits therefrom. The Parties may mutually agree to extend operation of this MOU.
- II. **EFFECTIVE DATE.** The Parties agree that, so long as both Parties sign this MOU, the “effective date” is the date that the last Party executes this MOU.
- III. **TERMS PERTAINING TO COVID-19 OUTBREAK**
 1. The Parties hereby incorporate and will abide by the following Administrative Instructions in the entirety:
 - a. *Telecommuting During the COVID-19 Outbreak (Revised)*, Administrative Instruction No. 7-30 (2020);
 - b. *Modified Sick Leave Policy During the COVID-19 Outbreak (Revised)*, Administrative Instruction No. 7-58 (2020);and
 - c. *Reporting Requirements During the COVID-19 Outbreak*, Administrative Instruction No. 7-59 (2020) in its entirety.

The fifty-six (56) hour rule as outlined in the collective bargaining agreements with AFSCME Local 1888, Local 624 Blue, and 624 Transit, and Rules and regulations 401.4(B) is suspended while this MOU is in effect. If an employee calls in under the

provision of the AI 7-58 (2020) Revised, the City may require a doctor's note, and the employee will provide a note within five business days. If the employee does not submit a note, the time off shall be deducted from the employee's sick leave accruals. If the employee exhausts their sick leave accruals, the time off shall be without pay. Employees shall be allowed to donate sick leave to other employees who exhaust their sick time at the rates provided under Rules and Regulations 401.5

2. All timelines for investigations and discipline in the collective bargaining agreement(s) are suspended. At the request of either party and by mutual agreement of the parties, which shall include the Local President, current or pending investigations or disciplines may be reviewed on a case-by-case basis during this period. This includes current pending investigations and discipline as well as potential future investigations and discipline. During the terms of this MOU, the City will not initiate discipline against employees unless mutually agreed by the parties, but may unilaterally use Paid Administrative Leave. The timelines and deadlines will resume 30 days after the expiration of this MOU.

3. Grievance and appeal procedures and deadlines, including, but not limited to, first and second step grievances, prohibited practices complaints, disciplinary appeals, and scheduling orders shall be suspended. The Parties agree to waive all timelines and deadlines associated with these complaints during the term of this MOU. The timelines and deadlines will resume at the expiration of this MOU and the City will accept grievances or PPC that occurred during the suspended time until 30 days after the expiration of the MOU.

4. To the extent contract negotiations are ongoing, the Parties shall suspend negotiations pending the expiration of this MOU. Negotiations shall remain open and the Parties are not at Impasse.

5. To the extent upgrading bargaining unit members becomes necessary due to absence, qualified employees may volunteer and shall be selected by rotating seniority. If no employee volunteers, the City has the authority to unilaterally select and upgrade bargaining unit members to higher positions based on need. Bargaining unit members selected shall receive upgrade pay in accordance with the relevant collective bargaining agreement.

6. To the extent bargaining unit members may be asked by Management to perform duties of an equal or lower classification bargaining unit employees shall fulfill that function and receive additional duty pay of 5% to their regular rate of pay.

7. All bargaining unit members shall follow all recommended safety guidelines to safeguard against infection and the City shall provide the necessary personal protective equipment (PPE) and Center for Disease Control and Prevention (CDC) required safety equipment if required to work during an active outbreak of coronavirus for their position. If an employee believes they do not have CDC safety equipment to perform the duties of their position, they may request their respective Department Director to review their

request. The ultimate decision as to whether PPE is necessary in a given situation lies with the Department Director utilizing CDC and OSHA guidelines.

8. In order to prevent the spread of the COVID-19 virus, the City, at its discretion, may abbreviate essential employee schedules. The difference between an abbreviated schedule and an assigned schedule will be paid and coded as "PEW." Department Directors must approve all abbreviated schedules.

9. Refuse employees who complete their route and who volunteer or who are required to perform additional work will be compensated as follows:

- a. Commercial Division Roll-Off routes shall receive two (2) hours overtime for each container after they have serviced the number of pick-ups on their regular route. If a Roll-Off route contains six (6) pick-ups, and experiences a reduced route, the driver shall receive two (2) hours of overtime after delivering five (5) containers, provided a container is East of the Rio Grande River.
- b. Commercial Division Front-Loader routes shall consist of eighty (80) containers. Such drivers shall receive thirty minutes of overtime pay for every 5 containers serviced; and fifteen (15) minutes of overtime pay for each missed pick-up (10-35), provided that this missed pick up was not the fault of the driver and correctly documented in Fleet Minds.
- c. Residential Division Automated and Recycling routes shall receive:
 1. 100 barrels = 1.0 hours of overtime
 2. 50 barrels = 30 minutes of overtime
 3. 25 barrels = 15 minutes of overtime

10. The City will communicate with the Union either in writing or face-to-face prior to initiating any changes to bargaining unit employees' terms and conditions.

11. The City recognizes the employees' commitment and dedication through the process and will place in each employees' central personnel file a letter of formal gratitude from the administration.

12. Complaints regarding this MOU shall be addressed through the Office of Human Resources, and if the issue is not resolved, the Union may file through the collective bargaining agreement grievance procedure or through the Labor-Management Relation Ordinance.

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.

V. **NO FURTHER AGREEMENT.** This MOU incorporates all the agreements, covenants, and understandings between the parties hereto concerning the COVID-19 outbreak. 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 regarding the COVID-19 outbreak.

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.

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

SIGNATURES TO BEGIN ON NEXT PAGE
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AFSCME LOCAL #624, 1888, and 2962:

APPROVED BY:

Mary Padilla Date: 4-13-20
President Local 624

Tommy Romero Date: 4/13/20 EAJ
President Local 1888

Umarca Sandoval Date: 4/13/20
President Local 2962

Rafael Date: 4/13/20
President Local 3022

CITY OF ALBUQUERQUE

APPROVED BY:

Sarita Nair Date: 4/14/2020
Sarita Nair,
Chief Administrative Officer

APPROVED AS TO FORM:

Mary Scott Date: 4/14/20
Mary Scott, Director
Human Resources Department

APPROVED AS TO LEGAL FORM:

MMK /S/ Esteban Aguilar, Jr. Date: 4/14/2020
Esteban Aguilar, Jr.
City Attorney