## MEMORANDUM OF UNDERSTANDING BETWEEN THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES LOCALS 624, 624 TRANSIT, 2962, 3022, AND 1888 AND THE CITY OF ALBUQUERQUE REGARDING ALTERNATE COMPENSATION FOR RED-CIRCLED EMPLOYEES FOR THE 2026 FISCAL YEAR

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, Locals 624, 624 Transit, 2962, 3022, and 1888 ("Union", "Unions", or "Locals") (the City and the Unions 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 provide an alternate compensation for Bargaining Unit Employees<sup>1</sup> who are currently above the approved pay range of their pay scale ("red-circled") and will not receive a base hourly wage increase in FY26;

**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:

- A. Bargaining Unit Employees who are red-circled will not receive a base hourly wage increase during FY26;
- B. Bargaining Unit Employees who are red-circled will not receive any future pay increase until their respective pay falls within the approved pay range for their position;
- C. Bargaining Unit Employees who are red-circled shall receive the following alternate compensation during FY26 as described below;
  - 1. The alternate payment shall comprise a lump sum;
  - 2. The alternate payment shall not change, increase, or in any other way modify the Red-circled Bargaining Unit Employee's base rate of pay;
  - 3. The alternate payment shall equal a total of 2.5% of the Red-circled Bargaining Unit employee's current base rate of pay;

<sup>1</sup> Bargaining unit as used herein shall refers to the bargaining unit defined by the current CBA between the Parties.

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MOU Between the City of Albuquerque Planning Department and AFSCME Locals 624, 624, Transit, 2962, 3022,

4. The alternate payment shall be paid in four separate equal payments on a quarterly basis.

5.

a. The quarterly payments shall be distributed during the month according to the following schedule:

i. First Payment: August of 2025

ii. Second Payment: November of 2025iii. Third Payment: February of 2026iv. Fourth Payment: May of 2026

- D. Employees who become Red-circled Bargaining Unit employees after the effective date of this MOU shall receive only the remaining number of quarterly payments scheduled for disbursement after the effective date of they become Red-circled Bargaining Unit employees;
- E. Red-Circled Bargaining Unit employees otherwise eligible to receive these quarterly payments but either transfer into a position which is not red-circled, stop being red-circled for some other reason, or are separated from employment with the City for any reason shall not receive any quarterly payments scheduled for disbursement after the effective date of they cease to be Red-Circled Bargaining Unit employees.
- **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.

## **AFSCME 624 AND AFSCME 624 TRANSIT** APPROVED BY: Signed by: Louis Montoya 8/8/2025 | 1:56 PM MDT Louis Montoya, President Date AFSCME, Local 624 and Local 624 Transit **AFSCME 2962** APPROVED BY: Signed by: Jasmin Arias 8/8/2025 | 6:01 PM MDT Jasmin Arias, President Date AFSCME, Local 2962 **AFSCME 1888** APPROVED BY: 8/9/2025 | 12:23 PM MDT Chris Allen, President Date AFSCME, Local 3022 **AFSCME 3022** APPROVED BY: 8/9/2025 | 12:27 PM MDT Augustine Romero, President Date AFSCME, Local 3022

## **CITY OF ALBUQUERQUE**

APPROVED BY:

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Samantha Sengel, EdD

Chief Administrative Officer

8/12/2025 | 9:54 AM MDT

Date

APPROVED AS TO FORM:

-DocuSigned by:

lan Stoker

8/9/2025 | 4:49 PM MDT

Date

Ian Stoker, Director

**Human Resources Department** 

APPROVED AS TO LEGAL FORM:

Lauren Keefe

WG

Initial

8/11/2025 | 9:59 AM MDT

Date

Lauren Keefe, City Attorney