

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COMMUNICATIONS WORKERS OF AMERICA LOCAL 7076
AND THE CITY OF ALBUQUERQUE REGARDING COLLECTIVE BARGAINING
AGREEMENT NEGOTIATIONS**

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered into by and between the City of Albuquerque (“City”) and the Communications Workers of America (“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 March 8, 2024 through June 30, 2027 (the “CBA”) and;

WHEREAS, Section 13.1.1 of the CBA states that *“For each Fiscal Year during the Term of this Agreement, the bargaining unit employees’ hourly rate of pay will be as appropriated by the City Council and signed by the Mayor, effective on the first full pay period following July 1 of the Fiscal Year, subject to “allocation bargaining” in the next paragraph, but regardless of whether non-economic negotiations under Section 23 remain open.”* and;

WHEREAS, Section 13.1.2 of the CBA states that *“The Union may, only during the period in Section 23, request to bargain the “allocation of any wage appropriation,” meaning the Union may request to bargain, only within the cost of the applicable appropriation of wages to BUEs, allocating that cost to other aspects of compensation. Any applicable increase in compensation will not be effective until the latter of first full pay period after agreement, ratification, and signature of “allocation negotiations;” or the first full pay period of the Fiscal Year. Any Agreement regarding Pay Equity is in addition to this Section 13.”* and;

WHEREAS, Section 23.2.2 of the CBA states that *“Between March 1 and the last business Friday of March, in 2025 and 2026, each Party may open one (1) Article to be negotiated. After the last business Friday of March each year, no Article may be unilaterally opened. Between March 1 and the last business Friday of March, 2027, each Party may request to bargain this Agreement. After the last business Friday of March, 2027, the Agreement may not be unilaterally opened.”*

WHEREAS, the Parties have engaged in and successfully completion negotiations over the provisions addressed in these Sections.

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 from date that the last Party executes this MOU.

II. TERMS of MOU.

The parties agree to the following revisions to the CBA:

ARTICLE 13 PAY

13.1 Wage Allocation

13.1.1 For each Fiscal Year during the Term of this Agreement, the bargaining unit employees' hourly rate of pay will be as appropriated by the City Council and signed by the Mayor, effective on the first full pay period following July 1 of the Fiscal Year, subject to "allocation bargaining" in the next paragraph, but regardless of whether non-economic negotiations under Section 23 remain open.

13.1.2 The Union may, only during the period in Section 23, request to bargain the "allocation of any wage appropriation," meaning the Union may request to bargain, only within the cost of the applicable appropriation of wages to BUEs, allocating that cost to other aspects of compensation. Any applicable increase in compensation will not be effective until the latter of first full pay period after agreement, ratification, and signature of "allocation negotiations;" or the first full pay period of the Fiscal Year. Any Agreement regarding Pay Equity is in addition to this Section 13.

13.1.3 It is understood and agreed by the Parties that: the implementation of any wage and/or benefit increases are subject to City Council budget appropriation; that there shall be no retroactive compensation benefit in this agreement; and any increase in compensation is contingent on the terms of Section 3-2-19 of the City's LMRO and also approval and appropriation in and for the Fiscal Year budget by the City Council and signature by the Mayor.

13.1.4 For Fiscal Year 2026 (FY26), bargaining unit employees' hourly rate of pay will be increased by 2.5%, effective on the first full pay period following ratification by the membership, approval by the Mayor, and signature by the parties.

Any mid-year wage appropriation made by the City Council will be provided effective the first full pay period following January 1, 2026.

13.2 Shift Differential

Effective the first full pay period of Fiscal Year 2026 (FY 26), BUEs regularly working and assigned the Swing Shift at shift bid will be paid an additional twenty-three dollars and eight cents (\$23.08) per pay period. BUEs regularly working and assigned the Graveyard Shift at shift bid will be paid an additional forty-six dollars six cents (\$46.06) per pay period.

13.3 Holidays & Holiday Pay

13.3.1 Employees shall be granted the following Holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous People's Day, Veterans Day, Thanksgiving Day and the Day After Thanksgiving, Christmas Day. BUEs must be in a pay status for the full workday immediately before and the full workday immediately after the holiday in order to be paid for the holiday.

13.3.2 If a designated legal holiday falls on a Saturday or an employee's first day off, the holiday will be observed on the previous Friday or the previous workday. If a designated legal holiday falls on a Sunday or an employee's last day off, the holiday will be observed on the following Monday or the next workday. For a four (4) day workweek, a holiday occurring on a day off will be observed on the last workday or next workday as determined by the immediate supervisor.

13.3.3 If a BUE is required to work a Holiday, then the BUE will be paid "Holiday Pay," (total hours of their scheduled shift at the regular rate of pay), plus either: one point five (1.5) the regular rate of pay for the actual time worked, or the Holiday Pay will be designated a "Floating Holiday" at one point five (1.5) hours of the actual hours worked, which must be used within one (1) year of the Holiday.

13.3.4 With the written approval of the Department Director or designee, an employee may take a paid holiday as a Floating Paid Holiday within one (1) calendar year after the holiday, for the same number of hours as the employee's normal work day, and at straight time.

13.3.5 Trainer Pay

Subject to completion and approval of a Standard Operating Procedure (SOP) detailing expectations, selection criteria, qualifications, and training, qualified BUEs will be paid an additional one dollar (\$1.00) per hour for each hour they are performing training duties, including but not limited to OJT and remedial training for other employees.

A non-voting committee, comprised of up to two (2) bargaining unit representatives appointed by the Union President and up to two (2) people from management appointed by the Director, will meet during FY26 to make recommendations regarding an SOP.

13.4 Compensatory Time and Overtime

Overtime

13.4.1 As a condition of employment, BUEs may be required to work overtime. While overtime is generally discouraged, it may be necessary at times to support operational needs. All overtime must be authorized by a BUE's supervisor in advance. BUEs shall be compensated at the rate of time and one-half (1.5) for all hours worked in excess of forty (40) hours per workweek. Management will regularly evaluate call volumes, service demands, and operational priorities to determine and maintain appropriate staffing levels for each shift. When staffing falls below these levels, overtime may be offered.

13.4.2 For the purpose of computing overtime, paid leave shall be counted as hours worked with the exception of Sick Leave, including FMLA Sick Leave.

13.4.3 Unanticipated overtime refers to overtime that cannot reasonably be scheduled in advance of a BUE's regularly assigned shift. When such overtime immediately follows a regular shift, preference shall be given to the BUE already performing the work in accordance with the priority chart included in this Article. However, management retains the right to assign overtime to supervisors in unusual circumstances such as High Priority Calls, suicide or adult endangerment or extreme staffing needs of exigent circumstances.

13.4.4 Anticipated overtime will first be offered on a voluntary basis, in seniority order rotating from highest to least. If there are not enough volunteers, mandatory overtime shall be assigned using a rotating system based on reverse order of seniority among qualified BUEs.

13.4.5 BUEs shall not be mandated to work longer than 16 consecutive hours. Under no circumstance shall a BUE be mandated to work overtime when out on approved leave.

13.4.6 Employees who are in a probationary period for BUE positions will also be included in the overtime process by seniority, without precedent, and the City may exclude such probationary employees from inclusion in the overtime process by providing notice to the Union.

13.4.7 Overtime shall be assigned in the following order.

If unanticipated overtime;

1. BUEs already on shift, including employees in a probationary period for BUE positions
2. BUEs mandatory OT in Reverse Seniority, including employees in a probationary period for BUE positions, with first priority being those on shift

If overtime is anticipated;

1. BUEs in Seniority Order, including employees in a probationary period for BUE positions
2. BUEs mandatory OT in Reverse Seniority, including employees in a probationary period for BUE positions

Compensatory Time

13.4.8 BUE's who are required to work overtime in excess of their normal 40-hour work week may choose one- and one-half-times base pay for payment or one and one-half times base pay for compensatory time. The BUE must make this choice prior to working the overtime assignment.

13.4.9 BUE's will be allowed to accrue a maximum of 60 hours (40 hours at one and one-half time) of compensatory time. Approved compensatory time will be used on a first-in, first-out basis, with a maximum retention period of 365 days. Compensatory time not used within 365 days from the date it was accumulated will be paid at the BUE's current hourly rate and will be deducted from their compensatory time accruals. For purposes of computing overtime, paid compensatory time is considered as time worked.

13.4.10 BUE's who have compensatory time shall, upon termination of employment, be paid for the unused compensatory time at their current rate of pay if it cannot be scheduled and taken prior to the termination date.

13.5 Licensure Reimbursement

Cost of testing for licensure, certification or CEUs, will be paid by the Department at the discretion of the Director or designee, as long as the BUE requests and is granted prior approval.

ARTICLE 21 WORK HOURS

21.1 The work day begins at the start of the shift at the assigned location (assigned locations other than ACS headquarters shall be announced 48 hours prior

to beginning of shift except in cases involving unusual conditions). An employee's regularly scheduled work shift shall be continuous.

Bargaining Unit Employees shall receive one fifteen (15) minute paid rest period during each one-half shift, and a one (30) minute paid lunch at approximately the mid-point of the shift. Due to the nature of field response operations, BUE's are expected to remain available for calls for service, maintain radio or phone contact, and respond to service needs during this time. Employees are expected to remain within a 2-mile radius of their assigned response area during their lunch breaks unless otherwise directed or approved by a supervisor. The lunch period shall not interfere with the continuity of field operations. The change to paid lunches will become effective when new schedules go into effect on the first day of the pay period closest to December 1, 2025.

21.2 Supervisors shall be responsible for scheduling and may limit breaks if, continuous work is required because of unusual circumstances such as High Priority Calls, suicide, child or adult endangerment or extreme staffing needs."

21.3 Rest periods and lunches may only be combined or accumulated if the City and the Union agree. Lunch breaks shall not be normally postponed. Lunch breaks may be used in conjunction with requested leave only once the BUE works beyond the midpoint of their shift.

21.4 Except in cases involving unusual circumstances such as High Priority Calls, suicide, child or adult endangerment or extreme staffing needs, BUEs shall not be dispatched on a new call with less than 15 minutes remaining in scheduled shift.

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
THIS AREA INTENTIONALLY LEFT BLANK

Communications Workers of America Local 7076

APPROVED BY:

DocuSigned by:

Jana Smith-Carr

Jana Smith-Carr District 17 Representative
Communications Workers of America

7/10/2025 | 1:02 PM MDT

Date

CITY OF ALBUQUERQUE

APPROVED BY:

Signed by:

Timothy M. Keller

Timothy M. Keller, Mayor

8/7/2025 | 10:39 AM MDT

Date

APPROVED AS TO FORM:

DocuSigned by:

Ian Stoker

Ian Stoker, Director
Human Resources Department

7/10/2025 | 1:02 PM MDT

Date

APPROVED AS TO LEGAL FORM:

DocuSigned by:

Lauren Keefe

Lauren Keefe, City Attorney

Initial

LG

7/10/2025 | 1:08 PM MDT

Date