

**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, pursuant to sections 23.2.1 and 23.2.2 of the CBA, the Parties mutually agreed to reopen and negotiate Articles 6 and 13, and the Parties have completed negotiations concerning those Articles.

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 the date on which the last Party executes this MOU.

II. TERMS of MOU.

The parties agree to the following revisions to the CBA:

ARTICLE 6. INVESTIGATIONS, DISCIPLINE, GRIEVANCE & OTHER APPEALS

6.1.4 Union Representation & Parties’ Cooperation

Employees have the right to Union representation in meetings the employee reasonably believes may lead to discipline. The City will schedule cooperatively with the UR but will not delay a meeting longer than one (1) hour from the scheduled time and the UR may be in person, by phone, or by virtual means. The UR may caucus with the employee(s) outside the CR for reasonable periods. The IE and UR may not unreasonably impede or delay the process. The employee may decline Union representation, and if the employee does so then the UR may observe or be informed.

6.1.5 Notice & Communication

Communication will be by email. Notice shall be deemed effective at the time the email is sent (whether or not the email is read) or upon in person delivery, including any applicable attachments, to the designated individual(s), which may include person(s) designated which may include the DPC, UPC, IE(s), UR & CR. All timelines will be paused if an employee is on approved leave (e.g., FMLA or vacation leave). A copy of any documentation will be provided to the employee upon return to work. For meetings susceptible to scheduling, two (2) CBDs advance notice is adequate, unless otherwise agreed upon by the parties. Where applicable, Notice includes the substantive document indicated (for example a Notice of Investigation (“NOI”), Notice of Final Action (“NFA”) or grievance) and the following process(es) is limited to the scope of issues raised in the document. Notice may be a summary, but must be adequate to allow each Party to investigate the allegation and provide settlement proposals. Although Notice may be supplemented, the supplementation may not enlarge the scope of issues.

6.1.7 Discipline & Instruction/Coaching

6.1.7.1 The City may impose discipline only with just cause.

6.1.7.2 Discipline is: a written reprimand, suspension without pay, demotion, and termination. Leave With Pay is not discipline.

6.1.7.2.1 Letters of Instruction or coaching may be memorialized in writing but are not considered discipline and are not grievable.

6.1.7.3 A BUE may request a Union representative be present for meetings involving discipline, Letters of Instruction, and written or other formal coaching. The UR may caucus with the BUE and ask clarifying questions during the meeting. The UR may not interrupt or obstruct an investigatory meeting or meeting to issue an NFA, may not unreasonably delay the meeting, and may not attempt to rebut the City's position. The sole exception is that the UR is permitted to answer for BUE or rebut the City's position only during a PDH.

6.1.7.4 The Parties agree that progressive discipline is encouraged, when appropriate, however, some violations of policies and procedures may be of such serious nature that immediate suspension or discharge may be appropriate depending on severity of misconduct, the effect on others, past instruction, and other circumstances.

6.1.9 Investigation and Discipline Process & Timelines

6.1.9.1 For all investigations which may result in discipline, the following process and timelines apply and the City may not impose discipline if these timelines are not met. If the timelines are not met, the City may complete and document the investigation for other purposes including future personnel actions. If law enforcement, a prosecutor, or a court requests or compels suspension of a Department investigation, the City may suspend the investigation and inform the Union. Otherwise, if a parallel process warrants a suspension of a Department investigation, the Union will not unreasonably deny a request to suspend the investigation; and if the Union denies a request to suspend, then the Union may not base a grievance on processes and facts not obtained.

1. Notice of Investigation (NOI) shall be within fifteen (15) CBDs of when the IE's chain of command knew or reasonably should have known of the alleged misconduct and alleged offender(s).

2. Notice may be provided to only a Union Official, if Notice to employees would compromise the investigation.

Pre-Determination Hearing and Issuing Discipline:

3. If an investigation occurs, it will be completed within forty-five (45) days of the NOI. If the City determines that the investigation needs to be extended beyond the forty-five (45) day limitation, the City may unilaterally extend the investigation by an additional forty-five (45) days with notice to the employee. Unless a mutual extension is agreed to by the Union and the City after ninety (90) days, the investigation will be considered complete. If an investigation ends and the City decides discipline will not be contemplated, then the City will issue a Notice of Closure of Investigation, but the only remedy for the failure to do so will be the issuance of the Notice.

If an investigation does not occur, a Notice of PDH shall be issued within thirty (30) Days of when the IE's chain of command knew or reasonably should have known of the alleged misconduct and alleged offender(s).

4. The City will have 20 CBD's to issue a Notice of PDH measured from the date of the Notice of Closure. The City shall conduct the PDH within five (5) CBD's from the issuance of the Notice of PDH unless an extension is mutually agreed upon.

5. The City will have 25 CBD's to issue a Notice of Final Action (NFA) measured from the Pre-Determination Hearing unless the substantiated conduct implicates Title VII of the Civil Rights Act or the New Mexico Human Rights Act, in which case all timelines will be waived.

6.1.9.2 When possible, the Parties encourage the process to be informal and prompt, so long as the IE and UR receive the Notice of PDH including an opportunity to respond.

6.1.9.3 The Notice of PDH shall include:

1. Summary of the conduct alleged to have occurred.
2. Summary of the evidence.
3. Notice of the proposed discipline.

(a) The City is discouraged from using template language for 1-3.

(b) The proposed discipline should be substantially similar to the following: "Should the allegations be substantiated by the evidence, or if this Notice is not contested, then Management would propose a discipline of _____. You or the Union may propose a lesser discipline."

6.1.9.4 The discipline imposed, if any, after the Notice of PDH may be lower, but not higher than the discipline specified, unless new facts are discovered and specified in the NFA.

6.1.9.5 On or any time after the PDH, the City may impose discipline even if the IE has failed to appear. The IE may respond to the Notice of PDH in writing or verbally or both. After the PDH, the City may (but need not) consider any information provided by the IE or UR.

6.1.10 Grievances and Other Appeals

Acknowledging the various forums provided under City Ordinance and State law, the Union may grieve or appeal an alleged violation of this Agreement, as follows.

6.1.10.1 Selection of Forum for Discipline Appeal or Grievance

The UR/IE shall provide Notice of its selection of one of the following forums within fifteen (15) Days of the NFA:

1. City Personnel Board.
2. City Labor Board or, the New Mexico Public Employee Labor Relations Board (“PELRB”) if the City Labor Board ceases to exist and the PELRB has jurisdiction to hear the subject.
3. Grievance Process as set forth herein.

The rules and procedures of the selected forum exclusively apply after Notice. The Notice is not the initiation of a claim; but simple Notice that Grievance forum is selected is adequate so long as the Grievance later provided is timely and adequate.

ARTICLE 13 Salary Schedule

For the fiscal year from July 1, 2026 through June 30, 2027, bargaining unit employees' hourly base rate of pay will be increased by 2%, effective on the first full pay period following ratification by the membership, approval by the Mayor, and signature by the parties.

After the employees' base wage is increased by 2%, all full-time bargaining members will be moved up to the 25th percentile of their respective pay band, as identified in the most recent Evergreen classification study, utilizing a portion of \$3,700,000 reserved for such purpose, and contingent upon the conditions in (a) below being met.

(a) Prior to moving employees to the 25th percentile of their respective pay bands, the Administration shall provide the City Council a detailed fiscal analysis identifying the projected salary costs, employee benefit costs, PERA impacts, FICA impacts, and estimated future-year recurring fiscal obligations associated with the proposed compensation adjustments.

During fiscal year 2027, Bargaining unit employees' hourly rate shall be increased by 1% contingent upon the determination that final general fund expenditures have not exceeded the Fiscal Year 2026 revised appropriation level of \$874,624,100.

Longevity Pay Amount per Pay Period

Longevity Pay proposal is made with the caveat that acceptance by the Union constitutes agreement that the proposal is not precedent-setting and the City maintains its ability to require adherence to the language in the CBA between the parties.

Effective the first full pay period following ratification by the membership, approval by the Mayor, and signature by the parties, Longevity Pay will accrue throughout the term of this agreement as follows:

Beginning 4 through 7 years at \$ 75.00 per pay period

Beginning 8 through 11 years \$ 100.00 per pay period

Longevity is defined as continuous service as a bargaining unit employee within ACS.

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
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Communications Workers of America Local 7076

APPROVED BY:

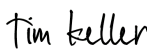
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Jana Smith-Carr District 17 Representative
Communications Workers of America

7/29/2026 | 2:03 PM MDT
Date

CITY OF ALBUQUERQUE

APPROVED BY:

Signed by:

C1BDD20C0FCC02A...
Timothy M. Keller, Mayor

8/4/2026 | 3:37 PM MDT
Date

APPROVED AS TO FORM:

DocuSigned by:

F38A0B3E3D744BE...
Ian Stoker, Director
Human Resources Department

7/30/2026 | 8:49 AM MDT
Date

APPROVED AS TO LEGAL FORM:

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1A21D96D32C74EE...
Lauren Keefe, City Attorney

7/29/2026 | 5:10 PM MDT
Date