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**MEMORANDUM OF UNDERSTANDING
BETWEEN AFSCME LOCAL 624 TRANSIT
AND THE CITY OF ALBUQUERQUE
REGARDING MOTORCOACH OPERATORS AND SUN VAN CHAUFFEURS
SPLIT SHIFT DIFFERENTIAL PAY**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the City of Albuquerque (“City”) and the AFSCME Local 624 Transit (“Union”), (collectively, the “Parties”) and serves as an addendum to the Agreement Between the City of Albuquerque and AFSCME Local 624 Transit Union (“CBA”) effective July 1, 2023, which terminates on June 30, 2026.

WHEREAS, Section 40.2.2 of the CBA allows the Parties to enter into written Memoranda of Understanding (MOUs) during the term of the CBA, and

WHEREAS, City of Albuquerque Transit Department staffing remains a serious problem for the City, the Union, and the citizens of Albuquerque, and

WHEREAS, the Parties agree that a Split Shift Differential will help incentivize Motorcoach Operators and Sun Van Chauffeurs and provide needed services to our customers during peak hours, and

NOW, THEREFORE BE IT RESOLVED

I. Term of MOU. This MOU is effective the date the last party signs the agreement and shall remain in full force until the current CBA expires or until a successor Agreement is reached, whichever occurs last.

II. Section 12.1.2 of the 624 Transit CBA shall be amended to read

12.1.2 Drivers assigned to split runs will receive split run differential pay for their actual time worked based on the following formula: twenty-five cents (\$.25) per hour for runs with a total time less than 13 hours; thirty cents (\$.30) per hour for runs with a total time more than 13 hours; or thirty five cents (\$.35) per hour for runs with a total time more than 13.5 hours.

III. Section 12.1.3.3 of the 624 Transit CBA shall be amended to read “Differential Pay will be provided to all those assigned split runs at a rate of \$10.00 per hour for time between the splits.

IV. No Further Agreement. This MOU incorporates all the agreements, covenants, and understanding between the parties hereto concerning the pilot program to be enacted hereunder, and all such agreements, covenants, and understandings have been merged into this MOU. This MOU expresses the entire MOU and

1 understanding between the parties with respect to said services. No prior
2 agreement or understanding, verbal or otherwise, of the parties or their agents
3 shall be valid or enforceable unless embodied in this MOU.

4

5 **I. Severability.** In case any one or more of the provisions contained in this MOU
6 or any application thereof shall be invalid, illegal or unenforceable in any respect,
7 the validity, legality, and enforceability of the remaining provisions contained
8 herein and any other application thereof shall not in any way be affected or
9 impaired thereby.

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SIGNATURES TO BEGIN ON NEXT PAGE
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1 **AFSCME LOCAL 624 TRANIST**

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APPROVED BY:

DocuSigned by:

Louis Montoya

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Louis Montoya, President
AFSCME Local 624 Transit

5/6/2024 | 10:37 AM MDT

Date

CITY OF ALBUQUERQUE

APPROVED BY:

DocuSigned by:

Dr. Samantha Sengel

BC2424C09B8741A...
Dr. Samantha Sengel, Chief Administrative Officer
City of Albuquerque

5/17/2024 | 7:00 AM MDT

Date

APPROVED AS TO FORM:

DocuSigned by:

Leslie Keener

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Leslie Keener, Director
City Of Albuquerque Transit Department

5/14/2024 | 8:43 AM MDT

Date

DocuSigned by:

Ian Stoker

F30A9B9E3D744BE...
Ian Stoker, Acting Director
Human Resources Department

5/8/2024 | 6:51 PM MDT

Date

APPROVED AS TO LEGAL FORM:

DocuSigned by:

Catherine Gonzalez

371FF5715DD024D5...
Catherine Gonzalez, Managing City Attorney

5/8/2024 | 6:38 PM MDT

Date