

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES (AFSCME) LOCALS 624 BLUE, 624 TRANSIT, 1888, 2962 AND 3022  
AND THE CITY OF ALBUQUERQUE REGARDING ADDITIONAL FAMILY  
MEMBERS ELIGIBLE FOR BEREAVEMENT LEAVE**

**THIS MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered into by and between the American Federation of State, County and Municipal Employees (AFSCME) Locals 624 Blue, 624 Transit, 1888, 2962 and 3022 (“Union”) and the City of Albuquerque, hereinafter the Parties.

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

**WHEREAS**, the Parties have entered into a collective bargaining agreement (CBA) effective July 1, 2023 to June 30, 2026.

**WHEREAS**, the Parties acknowledge that the definition of “Immediate Family” should include in-laws and agree to include them as such in the CBA’s.

NOW, THEREFORE, the Parties agree to the following:

**I. TERMS.**

1. Section 6.5.3 reads as follows:

Beginning January 1, 2024, Employees are granted up to five (5) days emergency sick leave for bereavement for an aunt, uncle, brother, sister, grandparent or grandchild (including linear ancestors or descendants), or any individual for whom the employee is a court appointed legal guardian.

2. The Parties agree to the following changes to 6.5.3:

Beginning January 1, 2024, Employees are granted up to five (5) days emergency sick leave for bereavement for an aunt, uncle, brother, sister, grandparent and grandchild. Including linear ancestors or descendants of the employee. As well as father in-law, mother in-law, sister in-law, brother in-law and any individual for whom the employee is a court appointed legal guardian.

- II. FREELY AND VOLUNTARILY ENTERED.** This MOU has been entered into freely and voluntarily between the Parties, based on their own judgment, knowledge and information without relying on any promise or understanding except as expressly subject provided herein.
- III. EFFECTIVE DATE.** The Parties agree that, so long as both Parties sign this MOU, the “effective date” is the date the last Party executes this MOU. This MOU will be incorporated into any successor CBA’s unless specifically agreed to by the City and Union.
- 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. The Parties agree that this MOU shall only be applicable to AFSCME Local 624 Blue, 624 Transit, 1888, 2962 and 3022 bargaining unit employees.
- V. NO FURTHER AGREEMENT**  
This MOU incorporates all the agreements, covenants, and understandings between the Parties 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.
- 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.
- VII. ELECTRONIC SIGNATURES.** The Parties agree that this MOU may be electronically signed and that the electronic signatures appearing on the agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

AFSCME:

APPROVED BY:

DocuSigned by:

*Louis Montoya*

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Louis Montoya, President  
AFSCME Local 624 Blue/Transit

6/20/2024 | 11:54 AM MDT

Date

DocuSigned by:

*Stephanie Gomez*

274EGB14E54748B...

Stephanie Gomez, President  
AFSCME Local 2962

6/20/2024 | 1:43 PM MDT

Date

DocuSigned by:

*Louis Sisneros*

35ED02694A564B7...

Louis Sisneros, President  
AFSCME Local 1888

6/20/2024 | 3:54 PM MDT

Date

DocuSigned by:

*Augustine Romero*

49CE07B244C9476...

Augustine Romero, President  
AFSCME Local 3022

6/24/2024 | 8:25 AM MDT

Date

CITY OF ALBUQUERQUE

APPROVED BY:

DocuSigned by:

*Samantha Sengel*

BC2424C09B8741A...

Samantha Sengel, Chief Administrative Officer  
City of Albuquerque

6/25/2024 | 8:39 AM MDT

Date

APPROVED AS TO FORM:

DocuSigned by:

*Ian Stoker*

F38A9B3E3D744BE...

Ian Stoker, Director  
Human Resources Department

6/24/2024 | 10:06 AM MDT

Date

APPROVED AS TO LEGAL FORM:

DocuSigned by:

*Lauren Keefe*

7A21D96D32C74EE...

Lauren Keefe, City Attorney

6/24/2024 | 9:30 AM MDT

Date