

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES (AFSCME) LOCALS 624 BLUE, 624 TRANSIT, 1888, 2962, 3022, AND
THE CITY OF ALBUQUERQUE REGARDING THE ELIGIBILITY OF FMLA WHILE
USING UNION TIME FOR UNION BUSINESS**

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 recognize that Union Time counts towards the eligibility of FMLA and Paid Parental Leave.

NOW, THEREFORE, the Parties agree to the following:

I. TERMS.

1. Union Time (UT) and Union Business Pool (VCU), will be counted as time worked by the City in calculating eligibility for FMLA and Paid Parental Leave. This benefit extends only to those employees who are Union officers authorized to utilize Union Time.
2. Disputes regarding the eligibility or calculation of FMLA, Paid Parental Leave and/or Union Time shall be addressed through the Human Resources Department.

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 Security, 2962 Clerical, and 3022 M-Series 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.


SIGNATURES TO BEGIN ON NEXT PAGE

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


AFSCME

APPROVED BY:

Signed by:

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Louis Montoya, President
AFSCME Local 624 Blue/Transit

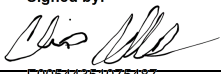
11/4/2024 | 12:33 PM MST

Date

Signed by:

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Stephanie Gomez, President
AFSCME Local 2962

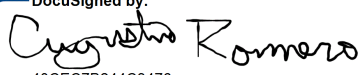
11/5/2024 | 11:31 AM MST

Date

Signed by:

E00544351075487...
Chris Allen, President
AFSCME Local 1888

11/13/2024 | 11:33 AM MST

Date

DocuSigned by:

40CEC7B244C3476...
Augustine Romero, President
AFSCME Local 3022

11/1/2024 | 2:37 PM MDT

Date

CITY OF ALBUQUERQUE

APPROVED BY:

DocuSigned by:

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

12/2/2024 | 3:38 PM MST

Date

APPROVED AS TO FORM:

DocuSigned by:

F38A9B3E3D7448E...
Ian Stoker, Director
Human Resources Department

11/13/2024 | 1:12 PM MST

Date

APPROVED AS TO LEGAL FORM:

Signed by:

93A8142F9A5D4F4...
Evan Crocker, Assistant City Attorney

DS


11/13/2024 | 12:48 PM MST

Date