

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, LOCAL 2962
AND THE CITY OF ALBUQUERQUE REGARDING
SCHEDULING OF DISPATCHERS (C2 & C2C) AT THE EMERGENCY
COMMUNICATIONS CENTER**

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered into by and between the City of Albuquerque (“City”) and the Federation of State, County, and Municipal Employees, Local 2962 (“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 July 1, 2023 through June 30, 2026 (the “CBA”);

WHEREAS, the non-probationary Police Dispatcher C2 and C2C positions within the City’s Police Department’s Emergency Communications Center (“ECC”) are represented by AFSCME Local 2962;

WHEREAS, the Parties have met and conferred regarding the scheduling at the ECC. The Parties seek to change the schedules of ECC Police Dispatchers (C2 & C2C) in order to help alleviate involuntary overtime.

WHEREAS, the CBA states in Section 11 WORK WEEK

“11.1 Traditional Work Schedules

11.1.1 Traditional work schedules for full-time permanent employees will consist of forty (40) hours per week, eight consecutive (8) hours per day on five (5) consecutive days; or ten consecutive (10) hours per day, on four (4) consecutive days.

11.2 Non-Traditional Work Schedules

11.2.1 Non-traditional work schedules may be implemented for full-time, permanent employees only after the potentially affected employees and the Union have been allowed to review, and to provide input concerning the proposed changes.”

NOW, THEREFORE, the Parties agree to the following:

I. TERM OF MOU. This MOU is effective the date the last party signs the agreement and shall remain in full force until 11:59 pm (2359) January 1, 2026.

II. EFFECTIVE DATE. The Parties agree that, so long as both Parties sign this MOU, the “effective date” is the date that the last Party executes this MOU.

III. TERMS of MOU.

1. The Parties agree that the work schedules for Police Dispatchers (C2 & C2C) employed at the Emergency Communications Center will consist of twelve (12) consecutive hours for either three (3) or four (4) consecutive days per week;
2. The Parties agree that Police Dispatchers (C2 & C2C) will bid for work schedules that consist of twelve (12) consecutive hours for three (3) days in one week of a pay period and four (4) days for the other week of pay period for a total of eighty four (84) hours per two week pay period;
3. The Parties agree that for the January 2025 bid and the July 2025 bid, Police Dispatchers will bid both for the twelve (12) hour schedules in Provision 2 of this MOU and for a schedule that consists of five (5) eight (8) hour days. The five (5) eight (8) hour schedule will only be used in the event that Emergency Communication Center Management determines that is infeasible to continue with the twelve (12) hour schedules;
4. The Parties agree that should it become infeasible to continue this MOU, Emergency Communications Management shall implement the five (5) eight (8) hour schedule not less than fourteen (14) days from notification to the Union. The Parties agree that in this instance, provision 12.3.1.1 of the CBA shall not apply. The Parties agree that should it become infeasible to continue this MOU, the entirety of this MOU will become void;
5. Emergency Communications Center Management shall immediately inform the Union of any known issues affecting the feasibility of this MOU;
6. Police Dispatchers will be required to be on call for one (1) day per pay period. Employees who are on call will be compensated and required to report to work as delineated in Section 12.2 Stand-By Time with the exception of 12.2.4 which the Parties agree will not apply. The Parties agree that not complying with Section 12.2 may lead to progressive disciplinary action. Employees who are called to work on their on call day shall be required to work 12 hours at most and shall not be required to work a split shift;
7. For the purposes of PERA, employees working 12-hour shifts within the designated work unit will have two (2) hours of overtime at double overtime per the APD Dispatcher Double Overtime MOU earned in the 48-hour work week converted to comp time for a total of four (4) hours of straight time and applied to the 36-hour week to total forty (40) hours each week and six (6) hours of overtime each pay period

V. 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 positions within the Union's bargaining unit.

VI. 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.

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.

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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AFSCME

APPROVED BY:

Signed by:
Stephanie Gomez
274ECB14E54748B...
Stephanie Gomez, President
AFSCME, Local 2962

11/22/2024 | 10:38 AM MST
Date

CITY OF ALBUQUERQUE

APPROVED BY:

Dr. Samantha Sengel
Dr. Samantha Sengel
Chief Administrative Officer

12/1/24
Date

DocuSigned by:
Harold Medina
A9B44B3A33234EA...
Harold Medina, Chief of Police
Albuquerque Police Department

11/25/2024 | 8:52 PM MST
Date

APPROVED AS TO FORM:

DocuSigned by:
Ian Stoker
F38A9B3E3D744BE...
Ian Stoker, Director
Human Resources Department

11/22/2024 | 11:30 AM MST
Date

APPROVED AS TO LEGAL FORM:

Signed by:
Evan Crocker
93A8144F9A5D4F4...
Evan Crocker, Assistant City Attorney

DS
EC

11/22/2024 | 10:41 AM MST
Date