

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, LOCAL 624 – BLUE COLLAR
AND THE CITY OF ALBUQUERQUE
REGARDING AVIATION BUILDING MAINTENANCE DIVISION AND WORKING
LUNCHES**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the American Federation of State, County and Municipal Employees (AFSCME) Local 624 (“Union”) and the City of Albuquerque’s Aviation Department (Aviation), 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 the need to implement a working lunch in the Aviation Department Building Maintenance Division, in order to meet the operational needs the department has for building maintenance at the Sunport and Double Eagle II Airports and Federal Aviation Administration Requirement(s);

WHEREAS, the Union for the employee(s) who currently hold the positions of Plumber, Plumber Helper, HVAC Technician, Construction Worker II, Construction Worker III, Carpenter, Airport Facility Construction Worker, General Maintenance Worker, Jetway Technician, Jetway Technician Helper, Plant Operator, in the Aviation Department, Building Maintenance Division, requested to change to a paid working lunch. These positions currently have a non-working unpaid lunch that does not require them to remain on the facility or to work during their scheduled thirty-minute (30) lunch under Section 12.4.2 of the Parties’ CBA. Employees will now be required to remain on the facility during lunch and work during their thirty minute (30) paid lunch;

NOW, THEREFORE, the Parties agree to the following:

I. TERMS.

- a. Employees will be required to remain on the facility during the paid lunch.
- b. Employees will be required to eat lunch during their shift without a specific break to do so.
- c. The Aviation Department reserves the right to review and determine continuation of the paid lunch in order to meet the operational obligations the department has with regard to building maintenance at the Sunport and Double Eagle II Airports

and Federal Aviation Administration Requirement(s). Should the Aviation Department determine that having lunches included in the Employees' paid shift time is not meeting those needs, it will negotiate changes with the Union.

- 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, but shall not take place until the next shift bid. This MOU shall expire on June 30, 2026 and will not be incorporated into any successor CBA 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 the **employee classifications in the Aviation Department** named in paragraph II above within the Aviation Department and the AFSCME Local 624 bargaining unit.
- 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.

**SIGNATURES TO BEGIN ON NEXT PAGE
THIS AREA INTENTIONALLY LEFT BLANK**

AFSCME LOCAL 624:

APPROVED BY:

DocuSigned by:
Louis Montoya
5B57565D8546434...
Louis Montoya, President
AFSCME Local 624

4/17/2024 | 9:50 AM MDT

Date

CITY OF ALBUQUERQUE

APPROVED BY:

DocuSigned by:
Samantha Sengel
BC2424C09B8741A...
Samantha Sengel, Chief Administrative Officer
City of Albuquerque

5/12/2024 | 10:40 PM MDT

Date

APPROVED AS TO FORM:

DocuSigned by:
Richard McCurley
4E327F2E2466405...
Richard McCurley, Director
Aviation Department

5/7/2024 | 10:30 AM MDT

Date

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

4/17/2024 | 10:07 AM MDT

Date

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Lauren Keefe
1A21D96D32C74EE...
Lauren Keefe, City Attorney

5/6/2024 | 1:22 PM MDT

Date

DocuSigned by:
Christopher Elam
FE0DD324D3AF4F1...
Christopher Elam, Assistant City Attorney
Aviation Department

5/1/2024 | 12:30 PM MDT

Date