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

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

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

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

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20 **WHEREAS**, the Parties agree that a Night Shift differential will help incentivize  
21 Motorcoach Operators and Sun Van Chauffeurs to provide needed services to our  
22 customers after normal business hours, and

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26 **NOW, THEREFORE BE IT RESOLVED**

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28 **I. Term of MOU.** This MOU is effective the date the last party signs the  
29 agreement and shall remain in full force until the current CBA expires on June  
30 30, 2026 or until a successor Agreement is reached, whichever occurs last.  
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34 **II.** Any Motorcoach Operator or Sun Van Chauffeur shall be paid a \$1.00 per hour  
35 shift differential for working a regularly scheduled run that ends after 1900 hours  
36 (7:00pm)  
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39 **III. No Further Agreement.** This MOU incorporates all the agreements, covenants,  
40 and understanding between the parties hereto concerning the pilot program to be  
41 enacted hereunder, and all such agreements, covenants, and understandings have  
42 been merged into this MOU. This MOU expresses the entire MOU and  
43 understanding between the parties with respect to said services. No prior  
44 agreement or understanding, verbal or otherwise, of the parties or their agents  
45 shall be valid or enforceable unless embodied in this MOU.  
46  
47 **I. Severability.** In case any one or more of the provisions contained in this MOU

1 or any application thereof shall be invalid, illegal or unenforceable in any respect,  
2 the validity, legality, and enforceability of the remaining provisions contained  
3 herein and any other application thereof shall not in any way be affected or  
4 impaired thereby.

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SIGNATURES TO BEGIN ON NEXT PAGE  
THIS AREA INTENTIONALLY BLANK

1 **AFSCME LOCAL 624 TRANIST**

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3 **APPROVED BY:**

DocuSigned by:

4 *Louis Montoya*

5 5B57565D8546434...

6 Louis Montoya, President

7 AFSCME Local 624

8

9

10 **CITY OF ALBUQUERQUE**

11

12 **APPROVED BY:**

DocuSigned by:

13 *Samantha Sengel*

14 BC2424C09B8741A...

15 Samantha Sengel, Chief Administrative Officer

16 City of Albuquerque

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18 **APPROVED AS TO FORM:**

DocuSigned by:

19 *Leslie Keener*

20 FFB329DDFBE2427...

21 Leslie Keener, Director

22 City Of Albuquerque Transit Department

23

DocuSigned by:

24 *Ian Stoker*

25 F38A9B3E3D744BE...

26 Ian Stoker, Acting Director

27 Human Resources Department

28

29 **APPROVED AS TO LEGAL FORM:**

DocuSigned by:

30 *Catherine Gonzalez*

31 371FF5715DDP4D5...

32 Catherine Gonzalez, Managing City Attorney

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5/31/2024 | 4:14 PM MDT

Date

6/20/2024 | 10:04 AM MDT

Date

6/6/2024 | 11:51 AM MDT

Date

6/6/2024 | 8:40 AM MDT

Date

6/6/2024 | 5:26 AM MDT

Date