

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF SANTA FE AND THE
LOCAL 3999 CITY OF SANTA FE EMPLOYEES, OF THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 18, AFL-CIO**

**ONE YEAR PILOT OF CERTIFICATION BASED RETENTION INCENTIVES FOR
UTILITY OPERATORS**

THIS MEMORANDUM OF AGREEMENT ("MOA") is entered into by and between the City of Santa Fe ("City") and the Local 3999 City of Santa Fe Employees, of the American Federation of State, County and Municipal Employees Council 18, AFL-CIO ("Union"). The Union and City are collectively referred to as the ("Parties").

WHEREAS, the Union is the collective bargaining representative for the employees covered by this MOA; and

WHEREAS, the City and the Union entered into the Collective Bargaining Agreement effective July 1, 2017; and

WHEREAS, the Parties acknowledge the critical need to address vacancy rates and ensure the professional development of employees who are required to have a Water Supply Operator or Wastewater Operator Certification to perform their job. within the Public Utilities Department (PUD) by incentivizing the acquisition and retention of necessary certifications; and

WHEREAS, the Parties have reviewed and agreed upon the terms for a one year pilot project of the Proposed Operator Certification Level Based Retention Incentives as detailed in the memorandum dated July 21, 2025, from Bradley Prada, BDD Facility Manager, which outlines specific incentive pay structures for new hires and current employees obtaining or holding certification Levels I-IV, along with associated commitment requirements; and

WHEREAS, the Parties desire to formally implement these agreed-upon incentives for Fiscal Year 2026.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. EFFECTIVE DATE: The Parties agree that this MOA becomes effective on the latest date of the three signatures on the following page.

II. TERMS OF MOA:

This MOA adopts for a one-year pilot project the Proposed Financial Incentives for Operators and Repairmen as detailed in the memorandum dated July 28, 2025, from Bradley Prada, BDD Facility Manager, attached hereto as Exhibit A and incorporated by reference. The specific terms and conditions for incentive pay for obtaining new certification levels, new hires based on certification level, and retention incentives for Level IV certified employees, including repayment clauses for unfulfilled commitments, are hereby fully agreed upon and shall govern the implementation of these incentives. As detailed in the July 28, 2025, memorandum, these incentive payments will vary from \$2,000 to \$5,000 depending on the level of certification obtained. This certification-based incentive program shall be piloted during Fiscal Year 2026. All employees who elect to receive this benefit are required to sign the Retention Incentive Agreement issued by the Human Resources Department.

III. FREELY AND VOLUNTARILY ENTERED: This MOA has been entered into freely and voluntarily between the Parties, based on their own judgment, knowledge, and information without relying on any promises or understanding except as expressly provided herein.

IV. MOA CREATES NO THIRD-PARTY BENEFITS: By entering into this MOA, 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 MOA or seek to enforce this MOA as a third-party beneficiary of this MOA.

V. NO FURTHER AGREEMENT: This MOA incorporates all the agreements, covenants, and understandings between the parties hereto concerning the payment to be performed hereunder, and all such agreements, covenants, and understandings have been merged into this MOA. This MOA expresses the entire MOA and understanding between the parties. No prior agreement or understanding, verbal or otherwise, between the Parties or their agents shall be valid or enforceable unless embodied in this MOA.


VI. SEVERABILITY: In case any one or more of the provisions contained in this MOA 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 MOA 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 THEREOF, the parties have signed their names and affixed the signature of their authorized representatives below.

Mark Scott, City Manager

Date


ANDREA PHILLIPS (Aug 8, 2025 17:30:54 MDT)

Aug 8, 2025

Bernadette Salazar, HR Director

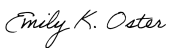
Date



Aug 1, 2025

Emily Oster, Finance Director

Date



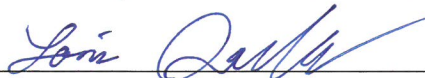
Aug 5, 2025

Gilbert Baca, AFSCME President

Louis Demella, AFSCME Vice President

Date

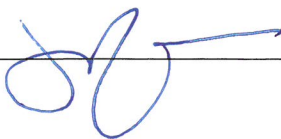




7-31-25

Jesse Roach, Interim Public Utilities Director

Date



7-31-2025










AFSCME Memo of Agreement PUD Certification Incentives 7.31.2025

Final Audit Report

2025-08-08

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 Agreement completed.

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