

SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE OF CLAIMS

This Settlement Agreement and Full and Final Release of Claims (the “Agreement”) is made and entered into between the **Communication Workers of America** (“CWA” or the “Union”) and the **City of Albuquerque** (the “City” or the “Employer”) (the Union and the City are collectively referred to as the “Parties”).

WHEREAS, the Union is the exclusive bargaining representative for the bargaining unit consisting of non-probationary Behavior Health Responders 1 & 2 (BHR 1& BHR 2),

Community Responders (CORA), and Street Outreach Resource Coordinators as defined by Section 1.2 of the City of Albuquerque and Communications Workers of America Collective Bargaining Agreement (the “CBA”).

WHEREAS, the Union filed a Step One Grievance, 2024-08_0017_ACS_MG (the “Grievance”), claiming that the City and Department failed to issue pay raises in adherence with the CBA and subsequently filed a Step 2 Grievance on September 11, 2024.

WHEREAS, the City denies the allegations raised by the Union.

WHEREAS, the Parties have agreed that it is in the best interest of the Parties to enter into this Agreement.

WHEREAS, the Parties now wish to enter into a full and final release of all claims the Parties have or may have had against each other, whether such claims are under a formal charge, a complaint, a grievance, this specific Grievance, or otherwise, that arise from or are related to the pay raises.

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by entering into this Agreement, the Parties state:

1. “EFFECTIVE DATE”: The Parties agree that, so long as all Parties sign this Agreement, the “Effective Date” is the date that the last Party signs this Agreement.

2. CONSIDERATION:

A. City’s Obligation:

- i. The City shall adjust the pay of all members of the bargaining unit by three percent (3%) beginning the first full pay period after the Effective Day.
- ii. This agreement shall not compensate for any back pay.

B. The Union's and Employee's Obligations:

i. The Union shall cause any pending formal or informal charges, claims, grievances, arbitrations, or litigation commenced against the City or its employees and agents related to the Union's concerns to be dismissed with prejudice. The Union hereby dismisses, abandons, and forever renounces any and all claims, cross-claims, or counterclaims of any nature arising from, or in any way related to matters that relate to, arise from, or are listed in the aforementioned Grievance and this Agreement, as well as any other claims that either have or might have arisen prior to the Effective Date as related to the claims made by the Union in the Grievance, and shall not permit any other person or entity to pursue any such claims on behalf of the Union. Furthermore, the Union shall take no action to attempt to revive, reinstate, or otherwise re-file any claims, cross-claims, or counterclaims of any nature arising from the allegations, or in any way related to any matter released in this Agreement.

ii. **Release by the Union.** For and in consideration of this Agreement arising from the Union's concerns, the Union, for itself, successors, and assignees, hereby releases and discharges the City, its successors, assignees, agents, representatives, attorneys, insurers, its past and present directors, officers, and employees, and any and all other persons, firms, or corporations who are or might be liable from any and all claims, actions, causes of action, damages, demands, loss of service, expenses, wages, or compensation of any kind that the Union may have arising from the matters specific to the listed Grievance.

3. **NO CONFIDENTIALITY.** The Parties agree that this Agreement is subject to the confidentiality and disclosure requirements of the City of Albuquerque Code of Ordinances, Section 2-8-2-11. The Parties also understand that this document is subject to production under the New Mexico Inspection of Public Records Act ("IPRA") should a request be made.

4. **ADDITIONAL PROVISIONS.**

A. No Other Actions. The Union affirms that it has no other pending lawsuits, charges, administrative proceedings, or other claims of any nature whatsoever arising from or related to the Grievance released herein against the City in any state or federal court, before any state or federal agency, or before any other body.

B. No Admission of Liability by Parties. It is understood and agreed that this Agreement is a compromise settlement of the disputed formal or informal allegations, claims, cross-claims, counterclaims, litigation, grievances or arbitrations of any nature related to Union's concerns. This Agreement is not to be construed as an admission of any form of liability, fault, or wrongdoing on the part of the City, the Union, or any Employees, with such liability, fault, or wrongdoing being expressly denied.

C. Term of the Agreement. This Agreement shall not terminate and all provisions of this Agreement shall remain in full force and effect for the life of the Parties and shall be binding on their estate, their heirs, and their assigns.

D. Entire Agreement. The Parties agree that all the terms of this Agreement are contained in this document, that no statements or inducements have been made contrary to or in addition to the statements herein, that the terms hereof are binding on and enforceable for the benefit of the Parties, that the Agreement shall be deemed to have been drafted equally by all Parties, and that the provisions of this Agreement are severable, so that if any paragraph of this Agreement is determined to be unenforceable, the other paragraphs shall remain valid and fully enforceable.

E. Governing Law and Jurisdiction. Regardless of where this Agreement is executed or performed, this Agreement shall be construed in accordance with and governed by the laws of the State of New Mexico, without regard to conflicts of laws principles. The Parties agree and consent to the jurisdiction of the courts of the State of New Mexico regarding any dispute related to this Agreement. The Parties further agree that the venue for any litigation that may arise from this Agreement is the Second Judicial District Court of New Mexico, Bernalillo County, located in Albuquerque, New Mexico.

F. Counterparts. This Agreement may be executed in counterparts. Each counterpart shall be deemed an original, all of which together shall constitute one and the same instrument.

G. Compliance with Terms and Non-Waiver. The failure to insist upon compliance with any term, covenant, or condition in this Agreement shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any time be deemed a waiver or relinquishment of any right or power at any other time.

H. No Precedent. This matter is unique; this Agreement shall not be used as precedent or constitute past practice for any other matter. The Parties hereto acknowledge that this Agreement, the compromise and settlement evidenced thereby, and any evidence relating thereto, each and all: (i) shall never be admissible as evidence against the persons herein released in any future suit, claims or proceeding of any nature, except as necessary to enforce rights granted pursuant to this Agreement and the instruments, documents, and agreements referenced herein; but (ii) may be asserted by and introduced as evidence for the persons hereby released as an absolute and final defense and bar to any claim released herein in any present or future suit or proceeding of any nature. Further, should any Party file a lawsuit to enforce the Agreement, the prevailing Party will be entitled to reasonable attorneys' fees and costs. This relates solely to enforcing this Agreement and not to any claim either Party might have against the other in the future.

I. Implementation. The Parties shall sign any documents and perform any other actions in the future necessary to implement this Agreement.

J. Complete and Binding Agreement. The terms of this Agreement are contractual and not a mere recital. All agreements and understandings between the Parties are embodied and expressed in this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties named herein, their legal representatives, successors, and assigns.

K. Modification. This Agreement is not subject to any modification, waiver, or addition that is made orally. This Agreement is subject to modification, waiver, or addition only by means of a writing signed by all of the Parties.

L. Voluntary and Knowing. The Parties agree that this Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto.

5. FULL OPPORTUNITY TO OBTAIN LEGAL ADVICE. By signing this Agreement, the Parties acknowledge that they have been represented by an attorney, counselor, or representative and have had ample opportunity to consult with their representative, and they are settling with and releasing the Parties herein voluntarily after due and careful consideration of all relevant matters. The Parties further acknowledge that no representations or statements by the Parties, not reflected herein, have influenced them to any extent in entering into this Agreement.

IN WITNESS WHEREOF, the Parties hereto, personally or by their authorized representatives, have subscribed to and signed this Agreement as of the day and year first above written.

SIGNATURES BEGIN ON THE NEXT PAGE
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COMMUNICATIONS WORKERS OF AMERICA


DocuSigned by:

0223DBE958304E9

Jana Smith-Carr
Communications Workers of America

Date: 1/10/2025 | 3:01 PM MST

CITY OF ALBUQUERQUE

DocuSigned by:

By: BC2424C09B8741A

Dr. Samantha Sengel, Chief Administrative Officer
City of Albuquerque

Date: 1/15/2025 | 2:25 PM MST

Recommended by:

DocuSigned by:

F38A9B3E3D744BE

Ian Stoker, Director,
Human Resources Department

Date: 1/10/2025 | 3:05 PM MST

Approved as to Legal Form:

Signed by:

93A8144F9A5D4F4

Evan Crocker, Assistant City Attorney
City of Albuquerque

Date: 1/10/2025 | 3:03 PM MST