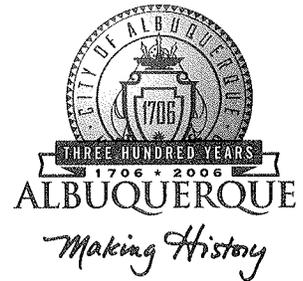


CITY OF ALBUQUERQUE



October 21, 2014

To: Bargaining Unit Members of AFSCME Local 624-Blue Collar, Local 624-Transit, Local 2962, and Local 1888

Re: Impact of TRO on City Employees

On Friday September 12, 2014, the City imposed the last, best, and final offer made to AFSCME Local 624-Blue Collar, Local 624-Transit, Local 2962, and Local 1888 (Union). This was done after negotiations, which included employee pay raises, had reached impasse. Notably, among the imposed provisions, the City included a 3% pay raise for over 2,100 employees that went into effect on the paychecks issued September 26, 2014. The Union opposed the imposition of the City's last, best final offer.

P.O. Box 1293

Albuquerque

New Mexico 87103

www.cabq.gov

To prohibit the imposition of these provisions, which included the 3% pay raise to 2,100 employees, the Union filed for a temporary restraining order (TRO) and preliminary injunction at the Second Judicial District Court. On Friday October 17, 2014, the Court granted the Union's request for a preliminary injunction. This effectively overturned the 3% pay raise that the City provided to its deserving employees. As a result, starting with the paycheck that will be issued on November 7, 2014, the 3% pay raise will be stopped in order to comply with the preliminary injunction that the Union requested and the Court granted.

Despite accounts to the contrary the preliminary injunction, which was requested by the Union, legally prohibits the City from imposing provisions of its last best and final offer, including the 3% pay raise. In fact, the Union's Attorney stated to the court "We'll take all or nothing if that's all we're being offered." Specifically the preliminary injunction states:

WHEREFORE, it is Ordered:

- 1. Defendant City of Albuquerque is hereby enjoined from implementing any and all of the changes in terms of the employee-employer relationship with Plaintiffs set forth in the City's September 12, 2014, letters to Plaintiffs, or from implementing any other changes to said relationship unilaterally for a period of ninety (90) days from date of this Order.*

As ordered, the duration of the granted preliminary injunction is for 90 days, which will run through mid-January 2015. At minimum, the 3% pay raise will be suspended until this time to be in compliance with the injunction the Union requested.

The City felt it was important to notify impacted employees as soon as possible that their pay will be reduced, when this will start, and the reasons for the reduction. After four (4) years of no raises and the holidays fast approaching, the City recognizes this is an unfortunate time for a pay reduction. However, the City is legally obligated to follow the provisions of the injunction requested by the Union and granted by the Courts.

To be clear, it is only due to the Court's decision to grant an order requested by the Union, that the City is enjoined from imposing these needed and deserved raises.

Sincerely yours,

A handwritten signature in black ink that reads "Vincent A. Yermal". The signature is written in a cursive, flowing style.

Vincent A. Yermal
Director, Human Resources Department