

**Memorandum of Understanding**  
between  
**The New Mexico Department of Transportation**  
and  
**The American Federation of State, County and Municipal Employees,**  
**New Mexico Council 18**

This Memorandum of Understanding (“MOU”) is made between the New Mexico Department of Transportation (“NMDOT”) and the American Federation of State, County and Municipal Employees, New Mexico Council 18 (“AFSCME”) (individually “Party,” collectively “Parties”), regarding NMDOT’s Longevity Pay Program. The Parties hereby agree:

1. The NMDOT, to show its gratitude and enhance the retention of its AFSCME Bargaining Unit Employees (“Employees”), will make a Longevity Payment to eligible Employees who have completed the specified number of continuous years of service in the specified calendar year, as indicated below:

On the payday immediately following the first pay period end in December 2023:

Longevity Payment	Years of Continuous Service Completed by the Employee in Calendar Year 2023
\$250.00	2-4
\$500.00	5-9
\$750.00	10-14
\$1000.00	15-19
\$1250.00	20-24
\$1500.00	25-29
\$1750.00	30-34
\$2000.00	35-39
\$2250.00	40-44
\$2500.00	45-49
\$3000.00	50-50+

On the payday immediately following the first pay period end in December 2024 and in December of each subsequent year:

Longevity Payment	Years of Continuous Service Completed by the Employee in Calendar Year 2024 or Subsequent Calendar Year
\$250.00	2
\$500.00	5
\$750.00	10
\$1000.00	15
\$1250.00	20
\$1500.00	25
\$1750.00	30
\$2000.00	35
\$2250.00	40
\$2500.00	45
\$3000.00	50, 55, 60, etc.

## 2. Eligibility:

Under the Longevity Pay Program, all Employees are eligible for the relevant Longevity Payments set out in the tables above, provided that:

- The Employee is a current NMDOT employee at the time of the Longevity Payment (the payday immediately following the first pay period end in December) in the relevant year.
- The Employee has not received a Notice of Final Action of Dismissal or a Notice of Final Separation prior to the time of the Longevity Payment in any given year.
  - Please note that any Employee who receives a Notice of Final Action of Dismissal or Notice of Final Separation prior to the time of the Longevity Payment will not be eligible for the Longevity Payment even if the effective date of the dismissal or separation is subsequent to the time of the Longevity Payment.

## 3. Continuous Service:

For purposes of the Longevity Pay Program:

- “Continuous service” means an Employee’s length of service at the NMDOT, from the most recent date of hire at NMDOT to the present, with no break in employment.
  - Continuous service includes, without limitation:
    - The probationary period served by an Employee at the NMDOT prior to achieving career status at the NMDOT (provided there has been no break in employment);
    - A temporary appointment served by an Employee at the NMDOT prior to obtaining a permanent position at the NMDOT (provided there has been no break in employment).
- “Break in employment” means a period of time of at least one workday of not being in the classified service.
  - A break in service that falls entirely on an Employee’s weekend or on a holiday does not constitute a break in employment.
    - *Example: An Employee whose regular weekend is Saturday and Sunday and who worked for the NMDOT on Friday, September 1, 2023, had an ostensible break in service September 2-4, 2023 (Saturday, Sunday, and Labor Day), and resumed work for the NMDOT on Tuesday, September 5, 2023, has not had a break in employment.*
  - A break in service on consecutive workdays for the sole purpose of an Employee transitioning from a non-permanent appointment to a permanent appointment does not constitute a break in employment.
    - *Example: An Employee who completed a temporary appointment with NMDOT on September 24, 2022, and began a permanent appointment with NMDOT on September 25, 2022, has not had a break in employment.*

## 4. Longevity Payment:

The Longevity Payment is not a general wage increase and will be separate from an Employee’s base pay. The Longevity Payment will be paid on the payday immediately following the first pay period end in December of the relevant year.

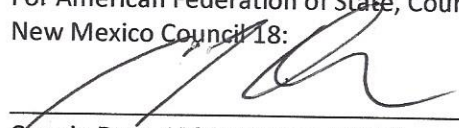
- *Example: If the first pay period end in December falls on December 1, Longevity Payments will be made on payday December 8. If the first pay period end in December falls on December 10, Longevity Payments will be made on payday December 17.*


5. **Effective Date and Term:**

The NMDOT Longevity Pay Program will go into effect when fully executed by the Parties hereto and will continue through December 31, 2025.


6. If the State of New Mexico agrees to a longevity pay program for State of New Mexico employees during the term of this MOU, those provisions will be applied to NMDOT Employees.
7. This MOU does not change or alter the terms of the Parties' existing collective bargaining agreement.
8. This MOU shall not be altered, changed, or amended, except by instrument of writing executed by both Parties.

For American Federation of State, County and Municipal Employees,  
New Mexico Council 18:

  
\_\_\_\_\_  
Connie Derr, AFSCME Council 18 Executive Director

  
\_\_\_\_\_  
Date

For the New Mexico Department of Transportation:

  
\_\_\_\_\_  
Ricky Serna, Secretary

11.10.23  
\_\_\_\_\_  
Date