

**MEMORANDUM OF AGREEMENT
BETWEEN THE ALBUQUERQUE POLICE OFFICERS ASSOCIATION
AND THE CITY OF ALBUQUERQUE REGARDING SPECIALTY AND INCENTIVE
PAY RE-OPEN 2024**

THIS MEMORANDUM OF AGREEMENT (“MOA”) is entered into by and between the City of Albuquerque (“City”) and the Albuquerque Police Officers Association (“Union”) (the City and the Union are collectively referred to as the “Parties”).

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

WHEREAS, the Parties have entered into a Collective Bargaining Agreement (“CBA”) effective from July 15, 2023 to June 30, 2026;

WHEREAS, section 35.4 of the CBA authorize the Parties to re-open certain terms during the life of the CBA;

WHEREAS, the parties engaged in good faith bargaining regarding section 3.1 of the CBA as part of their re-openings;

WHEREAS, the Parties agreed to certain changes to Section 3.1 of the CBA; to continue current language in Section 28; and to address certain other topics in committees;

NOW, THEREFORE, the Parties agree to the following:

- I. TERM OF MOU.** This MOA shall remain in full force and effect until June 20, 2026, incorporated into the CBA, or the Parties reach a different agreement regarding Section 3.1 of the CBA.
- II. EFFECTIVE DATE.** The Parties agree that, so long as both Parties sign this MOA, the “effective date” is the date that the last Party executes this MOA. The changes to Section 3.1 shall become effective and shall be implemented the first full pay periods of Fiscal Year 2025 and 2026 as described below but are contingent on appropriation.
- III. TERMS PERTAINING TO SPECIALTY AND INCENTIVE PAY**

- A.** The Amount Per Pay Period in Section 3.1.2 shall be changed for FY 25 and FY 26 as follows:

Hazardous Classification	Current	FY 25	FY 26
Pilots	\$23.08	\$36.54	\$50.00
Aerial Observers	\$23.08	\$36.54	\$50.00
Motorcycle Officers	\$23.08	\$36.54	\$50.00

Horse Mounted Unit	\$23.08	\$36.54	\$50.00
Search & Rescue Dive	\$23.08	\$36.54	\$50.00
CNT	\$23.08	\$36.54	\$50.00
EOD Part-Time	\$23.08	\$36.54	\$50.00
ECIT	\$23.08	\$36.54	\$50.00
Tactical Team	\$115.38	\$176.29	\$200.00
Aviation Explosive Detection Canine Team	\$23.08	\$36.54	\$50.00

B. The Amount Per Pay Period in Section 3.1.3 shall be changed for FY 25 and FY 26 as follows:

Special Skill	Current	FY 25	FY 26
Area Sgt. Coordinators	\$50.00	\$62.50	\$75.00
CARE (Child Abuse Response Evaluator)	\$50.00	\$62.50	\$75.00
DART (Domestic Abuse Response Team)	\$50.00	\$62.50	\$75.00

C. The Amount Per Pay Period in Section 3.1.6 shall be changed for FY 25 and FY 26 as follows:

Shift Differential	Current	FY 25	FY 26
Watch I	\$23.08	\$36.54	\$50.00
Watch II	\$23.08	\$25.77	\$40.00

D. Section 33.3 “Department of Homeland Security (DHS), National Explosive Detection Canine Program (NEDCP), APD Legacy K9 Handler” is added. This new provision supersedes the parties’ previous pertinent MOUs such that any language not repeated here is no longer in effect, and states:

33.3.1 If the Aviation Division Explosive Detection Canine Team (ADEDCT) is discontinued, all team members will be reassigned within the Aviation Division.

33.3.2 APD sworn personnel assigned a DHS NEDCP K9 shall utilize and be compensated for one (1) hour of regular time for each eight (8) hour shift (7 hours on duty, 1 hour K9 care), or one (1) hour and fifteen (15) minutes of a ten (10) hour shift (8 hours, 45 minutes on duty, 1 hour, 15 minutes K9 care) for upkeep of the K9 and associated equipment (K9 Care). K9 Care will be applied to leave so long as the K9 handler is in possession of their assigned K9. This applies to pick up and drop off days at the veterinary or boarding facility. K9 Handlers on leave shall utilize the appropriate leave code less the K9 care time (7 hours leave and 1 hours k9 care for eight (8) hour shifts and eight (8) hours forty-five (45) minutes leave with one (1) hour fifteen (15) minutes K9 care for 10 hours shifts.

33.3.3 The Parties entered a memorandum of understanding (MOU) regarding hazardous duty pay for members of the ADEDCT on July 15, 2023. Under this MOU, the ADEDCT members were to receive \$23.08 per pay period. If any ADEDCT members did not receive this hazardous duty pay between July 15, 2023 and the Effective date, the City will include those amounts as back pay in a regular pay-check within 30 days of the Effective date.

- E. The Parties will participate in committee negotiations with each other and other bargaining representatives of City employees regarding bi-lingual pay under Section 3.1.5 and vacation accruals for employees with over 20 years of continuous service under Section 6.2.1.
 - F. The Parties agree to continue current contract language for Section 28. The Parties further agree to cooperate with one another in efforts to seek legislative changes at the State level that may affect the City's ability to reward bargaining unit members for higher levels of education.
- IV. CONTINGENT ON APPROPRIATION.** The implementation of any wage or benefit increases are subject to City Council budget appropriation; there shall be no retroactive compensation benefit from this agreement; and the FY 25 and FY 26 increases are contingent on the terms of Section 3-2-19 of the City's LMRO and approval and appropriation in the respective budgets by the City Council and Mayoral signature.
- V. FREELY AND VOLUNTARILY ENTERED.** This MOU has been entered into freely and voluntarily between the Parties, based on their own judgment, knowledge, and information without relying on any promise or understanding except as expressly provided herein.
- VI. 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 to seek to enforce this MOU as a third-party beneficiary of this MOA.
- VII. NO FURTHER AGREEMENT.** This MOA incorporates all the agreements, covenants, and understandings between the parties hereto concerning the one-time 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, of the parties or their agents shall be valid or enforceable unless embodied in this MOA.
- VIII. 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.

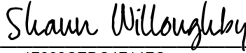
IX. ELECTRONIC SIGNATURES. The Parties agree that this MOA may be electronically signed and that the electronic signatures appearing on the agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, each party has executed this agreement on the date indicated by the signature.

SIGNATURES TO BEGIN ON NEXT PAGE
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APOA


APPROVED BY:

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Shaun Willoughby, President
APOA

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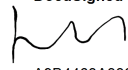
CITY OF ALBUQUERQUE

APPROVED BY:

DocuSigned by:

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Dr. Samantha Sengel, Chief Administrative Officer
City of Albuquerque

Date: 4/28/2024 | 8:47 PM MDT

RECOMMENDED BY:

DocuSigned by:

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Harold Medina, Chief of Police
Albuquerque Police Department

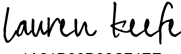
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F38A9B3E3D744BE...
Ian Stoker, Acting Director
Human Resources Department

Date: 4/18/2024 | 9:25 AM MDT

APPROVED AS TO LEGAL FORM:

DocuSigned by:

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Lauren Keefe
City Attorney

Date: 4/18/2024 | 9:19 AM MDT