

MEMORANDUM OF UNDERSTANDING BETWEEN THE ALBUQUERQUE POLICE OFFICERS' ASSOCIATION AND THE CITY OF ALBUQUERQUE REGARDING COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS

This **MEMORANDUM OF UNDERSTANDING** ("MOU") 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 Parties have entered into a Collective Bargaining Agreement ("CBA") that is effective from July 15, 2023 through June 30, 2026 (the "CBA") and;

WHEREAS, Section 35.4 Term of Agreement of the CBA states that *"This agreement is effective on the first full pay period following ratification and signature by the parties and shall remain in full force and effect through June 30, 2026. Between March 1 and the last business Friday of March, 2024, either Party may open Article 3.1.7 (Longevity), and each Party may also open one (1) Article to be negotiated. Between March 1 and the last business Friday of March, 2025, either Party may open Article 3.1.1 and 3.1.7 and each Party may also open one (1) Article to be negotiated. After the last business Friday of March each year, no Article may be unilaterally opened.."* and;

WHEREAS, the Parties have engaged in and successfully completion negotiations over the provisions addressed in these Sections.

NOW, THEREFORE, the Parties agree to the following:

I. EFFECTIVE DATE. The Parties agree that, so long as both Parties sign this MOU, the "effective date" is the first full pay period from date that the last Party executes this MOU.

II. TERMS of MOU.

a. The parties agree to the following revisions and additions to the CBA:

3.1.1 Salary Schedule

Salary schedule modifications for FY/26 would be provided in two parts—first half of the increase effective the first full payroll period after August 1, 2025 and the second increase the first payroll period after February 1, 2026.

	Years of Service	FY/25 Hourly	August 2025 Hourly	February 2026 Hourly
Police Officer 1/C	up through 4	\$35.91	\$36.99	\$38.10
Senior Police Officer1/C	5 through 14	\$37.15	\$38.26	\$39.41
Master Police Officer 1/C	15 and above	\$39.01	\$40.18	\$41.39
Sergeant		\$43.34	\$44.64	\$45.98

Lieutenant

\$49.54

\$51.03

\$52.56

6. VACATION LEAVE

6.1 Vacation Leave Accrual Rates

6.2.1 Vacation leave will accrue as follows:

Continuous Service Accrual per Year	Accrual Rate per Bi-Weekly Pay Period	Per Year
		(based on an 8-hour Day)
Less than 5 years	3.85 hours	12.5 days
More than 5 years/less than 10	4.62 hours	15.0 days
More than 10 years/less than 15	5.54 hours	18.0 days
More than 15 years	6.16 hours	20.0 days
More than 20 years	6.80 hours	22.0 days

20 INVESTIGATIONS AND DISCIPLINE

20.1.11.4 CPOA interviews will be conducted utilizing Zoom or similar electronic means. When interviews occur during the officer's normal duty hours, no additional compensation will be provided. When conducted outside of normal duty hours, officers will be compensated for one hour of time to conduct the interview at their overtime rate. If the actual time expended to conduct the interview exceeds one hour, compensation will be adjusted accordingly.

The Parties agree to negotiate and enter into an MOU regarding privileged communications.

20.1.16 The Parties recognize that administrative investigations allowing discipline need to be conducted in a manner that provides the Department adequate time to conduct a complete investigation while also providing affected officers investigations that are completed in a fair and expeditious manner. To these ends, the Parties agree to the following deadlines and other terms for administrative investigations allowing discipline, and exempt other non-disciplinary investigations, review or audits, as follows.

20.1.16.1 Disciplinary Investigations. These time periods (16.2 through 16.5) shall apply to all investigations which may lead to discipline, except investigations of alleged criminal conduct including alleged obstruction which are not covered by these time periods and may result in discipline.

20.1.16.2 Preliminary Investigation, Initiation and Notification. the Department has limited time to conduct a preliminary review of the circumstances as follows:

20.1.16.2.1. thirty (30) days from the date of incident for all use of force cases. All use of force cases transferred to IAPS must use this timeline;

20.1.16.2.2. fifteen (15) days measured from when a Department employee (other than the target employee(s)) actually identifies allegation(s) and officer(s) involved for all non-force related misconduct investigations.

If the Department determines an investigation is warranted, the Department shall notify the officer in writing (including email) within the time period prescribed in 20.1.16.2.1 and 20.1.16.2.2 that the officer is being investigated; and shall also assign an investigation case number (currently “I” or “FII”) to the disciplinary investigation. This time limit provision is not applicable to situations where an officer fails to report the officer’s involvement in an incident being investigated.

20.1.16.3 Investigation. Every investigation shall be concluded within one hundred and twenty (120) days measured from issuance off the notice in writing to the officer, or the assigning of the investigation case number to the disciplinary investigation, whichever is later and within the time described above. Any additional investigation stemming from a force investigation shall be completed within the original one hundred and twenty (120) days of the force incident. No new one hundred and twenty (120) days’ time limit will be started.

20.1.16.4 Review. Upon completion of the investigation, the Department shall have up to forty (40) days for command level review of the investigation and to issue a pre-determination hearing notice and the investigation results to the investigated officer. The summary of results will be provided in advance of the hearing with adequate time for the officer to prepare. If requested, the investigated officer(s) will receive a timeline of the time periods applicable to the investigation.

20.1.16.5 Final Notice Measured from when the pre-determination hearing (**PDH**) ends, a determination with any findings will be sent to the officer within twenty (20) days. Alternatively, an officer will be notified within the same time period, or earlier in the process, if an investigation is completed and no further action will be taken. The final determination submitted after the PDH shall only include charges that were addressed at the PDH.

20.1.16.6 Calculating Periods, Extensions. “Days” in this Article 20.1.16 are calendar days. If a period ends on a day in which the City is not open for business, then the deadline is 5:00 pm the next City Business Day. By mutual written agreement of the APOA or

affected officer and the Department, the time limits set forth above (16.1 through 16.4) may be extended, and the APOA will agree to an extension if an officer is uncooperative or untruthful. The timeline for an officer and/or the APOA to file a charge before the City of Albuquerque Labor-Management Relations Board contesting a discipline begins after the officer has received the final decision after the PDH is concluded.

20.1.16.7 New Allegations. After notification to the Officer(s) in 16.1, if the Department actually identifies new allegations regarding the officer(s) and circumstances under investigation, the Department may expand the investigation provided both the initial allegation and the new allegation are completed within the original 120 day's time limit (see 20.1.16.3 above). After notification, the Department is prohibited from opening a new investigation about the same officer(s) and same circumstances unless the allegations are egregious enough to warrant a Sanction 1 or 2.

20.1.16.8 Use of Out-of-Time-Period Investigations. If the Department begins a disciplinary investigation and does not comply with one of the time periods set forth above (16.2 through 16.5, including extensions), then no disciplinary action related to the investigation shall be taken against the investigated officer(s); no information about the investigation will be placed on the officer's(s') retention card(s); and, investigation results may not be used for progressive discipline for any future infraction (increasing the possible discipline or range of discipline on the chart of sanctions). However, the Department may complete the investigation and document the results in a manner consistent with the terms of this 20.1.16.8. The investigated officer(s) will receive the investigation results, and training if requested or required. The results may be used for purposes such as mandatory training for any or all Department officers, non-disciplinary actions such as reassignment to prevent further similar misconduct, policy development, consideration for promotion for the investigated officer(s), evidence in future grievances for purposes such as notice, and as an aggravating circumstance within the applicable sanction range for future similar infractions by the investigated officer(s).

20.1.16.9 Non-Disciplinary Investigations, Reviews, Audits. No time periods or limits in scope apply to use of force investigations (current "F" numbers), force review, audits, and any other secondary or collateral reviews as these reviews will not be used for discipline, but the Parties agree these reviews may result in initiation of disciplinary investigations if consistent with Section 20.1.16.2—20.1.16.7.

20.1.16.10 Discipline for Investigators. City IA investigations within the bargaining unit may be subject to discipline for the investigation conducted, until the conclusion of the command staff review under 20.1.16.4 After command review under 20.1.16.4. After command review and forwarding, investigators may not be disciplined for the investigation.

20.1.17 As soon as an officer is determined to be the subject of an administrative investigation, he/she will be notified unless this disclosure would jeopardize the investigation.

20.1.18 Untimely Disciplines

In these instances, the applicable officer(s) retention card will not indicate or contain any discipline.

28. EMPLOYEE INCENTIVE PROGRAMS

28.3 Academic Incentive Program

28.3.1 Credit hours shall be compensated for on a fixed dollar amount as follows:

28.3.1.1 All officers shall continue to receive academic incentive pay at the rate they are receiving as of the effective date of this agreement.

28.3.1.2 Bachelor's Degree shall be compensated at one hundred dollars (\$100.00) biweekly so long as such degrees is from an accredited college or university and can be officially verified.

28.3.1.3 Master's Degree shall be compensated at one hundred fifty dollars (\$150) bi-weekly so long as such degree is from an accredited college or university and can be officially verified.

28.3.1.4 A Ph.D. shall be compensated at two hundred dollars (\$200.00) bi-weekly so long as such degree is from an accredited college university and can be officially verified.

28.3.1.5 Payment shall be implemented bi-weekly.

28.3.1.6 Officers will be paid for only one degree at the highest academic level obtained.

- b. The Parties agree to negotiate and enter into an MOU regarding privileged communications.

III. MOU CREATES NO THIRD PARTY BENEFITS. By entering into this MOU, 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 MOU or to seek to enforce this MOU as a third party beneficiary of this MOU. The parties agree that this MOU shall only be applicable to the positions within the Union's bargaining unit as described herein.

IV. NO FURTHER AGREEMENT. This MOU incorporates all the agreements, covenants, and understandings between the Parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this MOU. This MOU expresses the entire MOU 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 MOU.


V. SEVERABILITY. In case any one or more of the provisions contained in this MOU 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.

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

SIGNATURES CONTINUE ON NEXT PAGE
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ALBUQUERQUE POLICE OFFICERS’ ASSOCIATION

APPROVED BY:

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Shaun Willoughby
Albuquerque Police Officers’ Association

8/1/2025 | 2:36 PM MST
Date

CITY OF ALBUQUERQUE


APPROVED BY:

Signed by:

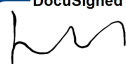
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Timothy M. Keller, Mayor

8/7/2025 | 10:42 AM MDT
Date

APPROVED AS TO FORM:


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Ian Stoker, Director
Human Resources Department

8/4/2025 | 9:26 AM MDT
Date

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A9B4463A33234EA...
Harold Medina, Chief of Police
Albuquerque Police Department

8/4/2025 | 3:06 PM MDT
Date

APPROVED AS TO LEGAL FORM:

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Lauren Keefe, City Attorney

8/4/2025 | 6:23 PM MDT
Date