MEMORANDUM OF UNDERSTANDING BETWEEN THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 244 AND THE CITY OF ALBUQUERQUE

THIS Memorandum of Understanding (the "MOU") is entered into by the International Association of Firefighters Local 244 (the "IAFF" or "Union") and the City of Albuquerque ("City,"), the City and the Union are collectively referred to as the "Parties".

WHEREAS, the Union is the exclusive Bargaining Representative for all sworn, permanent, non-probationary safety sensitive fire fighters through the rank of Battalion Chief for a collective bargaining agreement (CBA), and

WHEREAS, the Parties agree that the City and IAFF may modify through Memoranda of Understanding terms or conditions that impact employees represented by the IAFF,

WHEREAS, the Parties have met and conferred over the implementation of changes to Section 700 of Rules and Regulations.

NOW, THEREFORE, the Parties agree as follows.

- **I. TERM OF MOU**. This Memorandum of Understanding (MOU) shall remain in full force and effect until 06/30/2026. The Parties agree that upon expiration of the contract, the terms of the MOU will be incorporated into the contract during negotiations.
- **II. EFFECTIVE DATE.** The Parties agree that, so long as both Parties sign this MOU, the "effective date" is the date that the last Party executes this MOU.

III. TERMS PERTAINING TO THE SECTION 700 POLICIES:

- 1. If any policy contained in the City's Personnel Rules and Regulations Section 700 policies conflicts with a provision(s) of the current labor contract, the current labor contract language shall be controlling.
- IV. 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

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MOU.

- V. NO FURTHER AGREEMENT. This MOU incorporates all the agreements, covenants, and understandings between the parties hereto concerning the Union Representation. 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.
- VI. 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.

[signature page follows]

APOA SWORN, PTO'S AND TSO'S

City of Albuquerque

APPROVED BY:	
DocuSigned by: FA090017E3FE448D Miguel Tittmann, President IAFF	5/14/2025 9:18 AM PDT Date:
CITY OF ALBUQUERQUE	
APPROVED BY: DocuSigned by:	
Brasthe Egge C BC2424C09B8741A	6/25/2025 2:29 PM MDT
Samantha Sengel, Chief Administrative Officer City of Albuquerque	Date:
RECOMMENDED BY:	
—Signed by:	
Emily Jaramillo	Date:
Emily Jaramillo, Fire Chief Albuquerque Fire Rescue	
DocuSigned by:	5 (2 (2025 1 0 04))
lan Stoker	Date: 6/2/2025 8:04 AM MDT
Ian Stoker, Director,	
Human Resources Department	
APPROVED AS TO LEGAL FORM:	
DocuSigned by:	
Lauren keefe WG	Date:
Lauren Keefe	
City Attorney	