MEMORANDUM OF UNDERSTANDING BETWEEN THE ALBUQUERQUE POLICE OFFICERS' ASSOCIATION PRISONER TRANSPORT/ TRANSIT SAFETY OFFICERS 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 40.5 Term of Agreement of the CBA states that "Term of Agreement 40.5.1 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 Articles 2.1 (Pay Schedule) and 2.2 (Longevity) and 2.3 (Bilingual Pay); and each Party may also open one (1) Article to be negotiated. Between March 1 and the last business Friday of March, 2025, the same "openers" apply. After the last business Friday of March each year, no Article may be unilaterally opened. At any time, the Parties may negotiate any Article or issue by mutual agreement, or include any intra-contract MOUs into the Contract." 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:

2.1 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.

	Grade	FY/25 Hourly	C	February 2026 Hourly
Prisoner Transport				
Non-Probationary – 2 years	ATO	\$26.58	\$27.38	\$28.20

3-6 Years 7-10 Years Over 10 Years APD Transport Sergeant	\$27.85	\$28.69	\$29.55
	\$28.92	\$29.79	\$30.68
	\$29.99	\$30.89	\$31.82
	\$34.28	\$35.31	\$36.37
Transit Safety Officers			
Transit Safety Officer Transit Sergeant	\$20.97	\$21.60	\$22.25
	\$23.50	\$24.21	\$24.93

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

8. MILITARY LEAVE

8.1 Military Leave of Absence:

- 8.1.1 Employees who are members of the National Guard, Air National Guard, any organized reserve unit of the Armed Forces of the United States, including the Public Health Services or any unorganized reserve component, shall be granted a maximum of 420 hours of paid military leave per calendar year for the following purposes:
 - (1) annual training or drill schedules for annual training and/or
 - (2) the employee is mobilized to active duty by the President of the United States in support of operations overseas, in defense of our nation, or in response to national disasters, or in response to an emergency declared by the Governor of New Mexico. This leave may be used for regular training, pre- deployment training, or active duty service. This leave may not be used for "boot camp."
- 8.1.2 An employee's maximum paid military leave shall be 420 hours per calendar

year for any and all purposes set forth above.

40.2.3 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 THIS AREA INTENTIONALLY LEFT BLANK

ALBUQUERQUE POLICE OFFICERS' ASSOCIATION

APPROVED BY:	
Shaun Willoughby	8/1/2025 2:37 PM MST
Shaun Willoughby Albuquerque Police Officers' Association	Date
CITY OF ALBUQUERQUE	
APPROVED BY:	
Signed by:	
tim keller	8/7/2025 10:41 AM MDT
Timothy M. Keller, Mayor	Date
APPROVED AS TO FORM:	
Docusigned by:	8/4/2025 9:26 AM MDT
Ian Stoker, Director	<u> </u>
Human Resources Department	Date
DocuSigned by:	8/4/2025 3:07 PM MDT
Hâllolla Medina, Chief of Police	Date
Albuquerque Police Department	
APPROVED AS TO LEGAL FORM:	
— DocuSigned by: Initial	
lauren keefe CE	8/4/2025 6:22 PM MDT
Lauren Keefe, City Attorney	Date