

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, LOCAL 3022
AND THE CITY OF ALBUQUERQUE REGARDING ANNIVERSARY INCENTIVE
PAY FOR POLICE COMMUNICATION SHIFT SUPERVISORS AT THE
EMERGENCY COMMUNICATIONS CENTER**

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered into by and between the City of Albuquerque (“City”) and the Federation of State, County, and Municipal Employees, Local 3022 (“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 1, 2023 through June 30, 2026 (the “CBA”);

WHEREAS, the non-probationary Police Communication Shift Supervisors within the City’s Police Department’s Emergency Communications Center (“ECC”) are represented by AFSCME Local 3022; and

WHEREAS, the Parties have met and conferred regarding the payment of an anniversary incentive retention bonus at the ECC, and

WHEREAS, The Parties recognize the importance of retaining experienced Police Communication Shift Supervisors as employees with the Albuquerque Police Department, and

WHEREAS, The Parties are prepared to initiate a retention incentive for Police Communication Shift Supervisors, and

NOW, THEREFORE, the Parties agree to the following:

I. TERM OF MOU. This MOU is effective the date the last party signs the agreement and shall remain in full force for one (1) year from the signing of this MOU.

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 of MOU.

- a. Each non-probationary Police Communication Shift Supervisor shall be eligible to receive a net Retention Incentive of \$1,500 on their anniversary date in position within the Albuquerque Police Department.
- b. A Police Communication Shift Supervisor who receives this benefit must agree not to resign from the Department for one (1) year from the date of receipt of the Retention Incentive. Should an employee receive the Retention Incentive and resign within one (1)

year from receipt, the employee shall be responsible for repaying the Department the full amount of the Retention Incentive.

- c. The \$1,500 Retention Incentive shall be paid to each eligible employee on the first full pay period after their individual anniversary date in a separate check.
- d. The Retention Incentive shall not be counted as credit with the Public Employee Retirement Association (PERA) for retirement purposes.
- e. No employee shall be eligible for more than one Retention Incentive unless this MOU is extended or re-signed.

V. 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 positions within the Union's bargaining unit.

VI. 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.

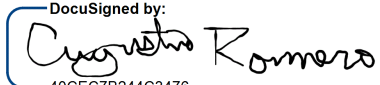
VI. SEVERABILITY. In case any one or more of the provisions contained in this MOU or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

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

SIGNATURES CONTINUE ON NEXT PAGE
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AFSCME LOCAL 3022

APPROVED BY:

DocuSigned by:

406EC7B244C3476...
Augustine Romero, President
AFSCME, Local 3022

11/7/2024 | 5:09 PM MST
Date

CITY OF ALBUQUERQUE

APPROVED BY:

DocuSigned by:

BC2424C09B8741A...
Samantha Sengel, Chief Administrative Officer


11/13/2024 | 5:02 PM MST
Date

DocuSigned by:

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

11/8/2024 | 10:24 AM MST
Date

APPROVED AS TO FORM:

DocuSigned by:

F38A9B3E3D744BE...
Ian Stoker, Director
Human Resources Department

11/8/2024 | 10:31 AM MST
Date

APPROVED AS TO LEGAL FORM:

Signed by:

93A8144F9A5D4F4...
Evan Crocker, Assistant City Attorney

DS


11/8/2024 | 10:23 AM MST
Date