

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE ALBUQUERQUE POLICE OFFICERS ASSOCIATION (APOA)  
AND THE CITY OF ALBUQUERQUE  
SWORN UNIT LIMITED RE-OPENER FY 25**

---

**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 Union is the exclusive bargaining representative for the employees covered by this MOU;

**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 authorizes 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 final opening for FY 25;

**WHEREAS**, the Parties agreed to certain changes to Section 3.1.7, 9.1.4, 20.1.16 and 35.4 of the CBA.

**NOW, THEREFORE**, the Parties agree to the following:

- I. TERM OF MOU.** This MOU 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 MOU, the “effective date” is the date that the last Party executes this MOU. The changes to Section 3.1 shall become effective and shall be implemented the first full pay period after signatures.

**III. TERMS PERTAINING TO AGREEMENT**

Amend 3.1.7 as follows:

Delete FY20, FY22 and FY23 Longevity Scales

FY/25 Longevity Pay Scale

Effective first full pay period after both July 1, 2024 and ratification and signing.

Tier	FY 24 Bi-Weekly	FY 25 Bi-Weekly
Beginning Year 4 through 4		\$ 150
Beginning Year 5 through 5	\$ 105	\$ 255
Beginning Year 6 through 6	\$ 131	\$ 281
Beginning Year 7 through 9	\$ 236	\$ 386
Beginning Year 10 through 12	\$ 315	\$ 465
Beginning Year 13 through 15	\$ 368	\$ 518
Beginning Year 16 through 17	\$ 473	\$ 623
Beginning Year 18 and above	\$ 630	\$ 780

Retain all longevity definition language.

Article 9.1.4: Military Leave (Hazardous Duty Pay): Delete and re-number accordingly.

20.1.16, IA. The Parties will continue to negotiate this provision during FY25.

Add the following language under Article 35.4, General Administrative Provisions:

“Joint Bargaining Unit/Human Resources Department Negotiations:

“During FY25, the APOA will join other City bargaining agents in negotiations with the Human Resources Department on Academic Pay, Bilingual Pay, and additional tiers for Vacation and Sick Leave.”

- 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. 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.
- VII. NO FURTHER AGREEMENT.** This MOU 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 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.

**VIII. 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.

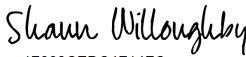
**IX. ELECTRONIC SIGNATURES.** The Parties agree that this MOU may be electronically signed and that the electronic signatures appearing on the agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

SIGNATURES TO BEGIN ON NEXT PAGE  
THIS AREA INTENTIONALLY LEFT BLANK

**APOA**


APPROVED BY:

DocuSigned by:  
  
17668CEDC4F14FC...  
Shaun Willoughby, President  
APOA

Date: 9/4/2024 | 10:03 AM MST


**CITY OF ALBUQUERQUE**

APPROVED BY:

DocuSigned by:  
  
BC2424C09B8741A...  
Dr. Samantha Sengel, Chief Administrative Officer  
City of Albuquerque

Date: 9/10/2024 | 8:01 PM MDT

RECOMMENDED BY:

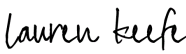
DocuSigned by:  
  
A9B4463A33234EA...  
Harold Medina, Chief of Police  
Albuquerque Police Department

Date: 9/9/2024 | 4:41 PM MDT

DocuSigned by:  
  
F38A9B3E3D744BE...  
Ian Stoker, Director  
Human Resources Department

Date: 9/4/2024 | 4:03 PM MDT

APPROVED AS TO LEGAL FORM:

DocuSigned by:  
  
1A21D96B32C74EE...  
Lauren Keefe  
City Attorney

Date: 9/4/2024 | 3:54 PM MDT