

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE ALBUQUERQUE POLICE OFFICERS ASSOCIATION PRISONER
TRANSPORT UNIT (APOA)
AND THE CITY OF ALBUQUERQUE
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 Prisoner Transport Unit (“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 40.5 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 2 of the CBA as part of their final opening for FY 25;

WHEREAS, the Parties agreed to certain changes to Section 2.1, 2.1.3, 2.2.2, and 2.2.1 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.
- 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 shall become effective and shall be implemented the first full pay period after signatures.
- III. TERMS PERTAINING TO AGREEMENT**

2.1 Pay Schedule

Current Contract Language in 2 deleted and replaced with:

For the fiscal year from July 1, 2024 through June 30, 2025, bargaining unit employees' hourly rate of pay will be increased by 4.0%, effective on the first full pay period following ratification by the membership, approval by the Mayor, and signature by the parties. It is understood by the parties that: the implementation of any wage and/or benefit increases are subject to City Council budget appropriation; that there shall be no retroactive compensation benefit in this agreement; and any and all increase in hourly wages is contingent on the terms of Section 3-2-19 of the City's LMRO and also approval and appropriation in and for the applicable FY budget by the City Council and signature by the Mayor.

2.1.3 deleted and replaced with:

Before June 30, 2025, each bargaining unit employee must successfully complete ECIT (Enhanced Crisis Intervention Team) training as developed and implemented by APD; and, on an ongoing basis, successfully complete any ECIT updates or refreshers as developed and implemented by APD. ECIT training will be a condition of employment for new hires. After successful training, bargaining unit members will perform ECIT duties as warranted on the job and will receive (after ratification and signature) \$36.54 per pay period in FY 25, and \$50.00 in FY 26.

2.2 Longevity Pay for Members

2.2.1 During FY 25, if the contingencies are met, employees with continuous service in this bargaining unit (including probationary period) receive longevity per pay period as follows:

Period of Service	FY23	FY24	FY25
Beginning Year 5 through 9 years of continuous service	\$ 29.75	\$125.00	\$ 225.00
Beginning Year 10 through 14 years of continuous service	\$ 34.65	\$150.00	\$ 250.00
Beginning Year 15 through 19 years of continuous service	\$ 39.55	\$175.00	\$ 275.00
Beginning Year 20 and more years of continuous service	\$ 44.44	\$200.00	\$ 300.00

The Parties understand and agree that the FY25 rate is contingent on: the terms of Section 3-2-19 of the City's LMRO; and also approval and appropriation, in and 8 for the FY 25 budget, by the City Council and signature by the Mayor. The FY 25 rate would be effective on the first full pay period following July 1, 2024 , or once the applicable Agreement is effective, whichever is later. There shall be no retroactive compensation benefit in this agreement.

2.2.2 Employees reaching new longevity thresholds during the contract will be paid the rates printed in the contract.

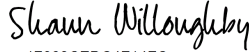
- IV. CONTINGENT ON APPROPRIATION.** The implementation of any wage or benefit increases are subject to City Council budget appropriation; there shall be no retroactive compensation benefit from this agreement; and the FY 25 and FY 26 increases are contingent on the terms of Section 3-2-19 of the City's 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
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APOA PRISONER TRANSPORT UNION


APPROVED BY:

DocuSigned by:

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Shaun Willoughby, President
APOA

Date: 9/4/2024 | 10:02 AM MST


CITY OF ALBUQUERQUE

APPROVED BY:

DocuSigned by:

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

Date: 9/13/2024 | 11:12 AM MDT

RECOMMENDED BY:

DocuSigned by:

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


Date: 9/9/2024 | 4:40 PM MDT

DocuSigned by:

F38A9B3E3D744BE...
Ian Stoker, Director
Human Resources Department

Date: 9/4/2024 | 4:11 PM MDT

APPROVED AS TO LEGAL FORM:

DocuSigned by:

7A21D96D32C74EE...
Lauren Keefe
City Attorney

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