

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE AMERICAN FEDERATION OF STATE, COUNTY, AND  
MUNICIPAL EMPLOYEES, LOCAL 3022  
AND THE CITY OF ALBUQUERQUE REGARDING  
PAYMENT OF OVERTIME TO MEMBERS OF AFSCME AT THE EMERGENCY  
COMMUNICATIONS CENTER**

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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 2962 (“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 Communications Shift Supervisor M1C positions within the City’s Police Department’s Emergency Communications Center (“ECC”) are represented by AFSCME Local 3022;

**WHEREAS**, the Parties have met and conferred regarding the payment of overtime at the ECC. The Parties seek to incentive Police Communications Shift Supervisor M1C to work overtime.

**WHEREAS**, the CBA states in 2.3 Overtime, “2.3.1 2.3.1 As a condition of employment, employees may be required to work overtime. Overtime work for City employees is generally discouraged; however, when overtime is required for non-exempt employees, compensation must be in accordance with the Fair Labor Standards Act (FLSA) and the Agreement. Paid time will be considered hours worked for purposes of calculating overtime..”

**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 until 11:59 pm (2359) December 31, 2025.

**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.**

1. The Parties agree that Article 2.3.1 shall be amended to read:

“2.3.1 As a condition of employment, employees may be required to work overtime. Overtime work for City employees is generally discouraged; however, when

overtime is required for non-exempt employees, compensation must be in accordance with the Fair Labor Standards Act (FLSA) and the Agreement. Paid time will be considered hours worked for purposes of calculating overtime.

Police Communication Shift Supervisor M1C employees shall be paid at the rate of time and one and one-half (1-1/2) with the addition of one-half (1/2) time for all hours worked in excess of forty (40) hours per week for a total of two (2) times pay.”

2. Any additional payment of overtime is not PERA creditable.

**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**

APPROVED BY:

DocuSigned by:  
  
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Augustine Romero, President  
AFSCME, Local 3022

2/11/2025 | 10:04 AM MST

Date

**CITY OF ALBUQUERQUE**

APPROVED BY:

DocuSigned by:  
  
BC2424C00B8741A...  
Dr. Samantha Sengel, Chief Administrative Officer

3/5/2025 | 3:38 PM MST

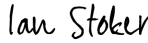
Date

DocuSigned by:  
  
A9D4463A33234CA...  
Harold Medina, Chief of Police  
Albuquerque Police Department

2/19/2025 | 6:34 AM MST

Date


APPROVED AS TO FORM:

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

2/11/2025 | 12:04 PM MST

Date

APPROVED AS TO LEGAL FORM:

Signed by:  
  
93A8144F9A5D4F4...  
Evan Crocker, Assistant City Attorney

DS  


2/11/2025 | 10:05 AM MST

Date