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**MEMORANDUM**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: HUMAN RESOURCES DIRECTOR DAWN KUREK**

**CC: CITY MANAGER J. CRYSTAL DYCHES**  
**DEPUTY CITY MANAGER ROBERT NILLES**  
**FIRE CHIEF MICHAEL LONG**

**SUBJECT: SIGNIFICANT CHANGES TO THE TENTATIVE FIRE MOU**

**DATE: MARCH 20, 2024**

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The term of the current Memorandum of Understanding between the City of El Mirage (COEM) and the El Mirage Fire Fighters' Association (EMFFA) ends on June 30, 2024. Over the past three months, designated representatives of the City and EMFFA met and conferred regarding wages and other terms and conditions of employment, exchanged information, and proposals, and have reached a tentative two-year agreement. Management and the EMFFA share the goal of effectively recruiting and retaining well-qualified employees and fostering and rewarding employees' performance and professionalism.

Significant changes to the proposed MOU are listed below.

The City Manager agreed to recommend a language update authorizing association officers or members up to a maximum combined total of two hundred forty hours of release time per year. No individual shall be permitted to use more than eighty hours of release time per year. Unused release time will not carry over to the following year. Release time will not be used for outside organizing. (Article 2: Contractual Rights of the Parties)

The City Manager agreed to recommend an update to the disciplinary letter section to match the Employee Policy Manual and added language under limited circumstances in which a disciplinary letter could be removed from the employee's personnel file. (Article 2: Contractual Rights of the Parties)

The City Manager agreed to recommend an initial wage increase in the first year of the agreement and include language in the MOU to provide a cost-of-living adjustment (COLA) consistent with non-MOU employees in the second year of the term. (Article 3: Wages)

The City Manager agreed to recommend an increase in Paramedic Pay to \$3.25 per hour, from \$2.50 per hour. (Article 3: Wages)

The City Manager agreed to recommend an update to the tuition reimbursement section to match the Employee Policy Manual, allowing the City to pay up to the non-taxable IRS allowance per year for tuition and lab fees. (Article 9: Tuition Reimbursement)

The City Manager agreed to recommend an increase to the annual uniform allowance to \$1,200 per year from \$1,100. (Article 10: Uniform Allowance)

The City Manager agreed to recommend that members temporarily upgraded by management to perform substantially the full range of duties and responsibilities of another MOU position be paid an additional 5% for each position upgrade when working out of class. (Article 12: Working Out of Class)

The City Manager agreed to recommend adding language to make the vacation and sick accrual rates the same for employees assigned to a 48/96 shift schedule or a 40-hour schedule; allow the use of vacation in the first year of employment; allow vacation accruals to begin at hire and update the use of leave to the nearest quarter-hour. (Article 13: Paid and Unpaid Leave)

The City Manager agreed to recommend that association members be ineligible for holiday closure leave in exchange for an increase to the City's contribution to the Post Employment Health Plan to \$100 per pay period (from \$35). (Article 3: Wages and Article 13: Paid and Unpaid Leave)

The City Manager agreed to recommend an update to the vacation leave payout section, allowing eligible employees to voluntarily exchange up to the lesser of their current vacation leave bank or their annual vacation accrual hours for compensation at their regular rate of pay. Employees in the first twelve months of employment are ineligible to receive vacation leave payout. Members will be required to make an irrevocable election on the designated form to the Human Resources Department by December 31st in the year before the year the payout will be paid. Employees may use or cash out their vacation leave payout during the calendar year, before the second paycheck in December. Any unused balance will automatically be paid out on the second paycheck in December. The Human Resources and Finance Departments will implement

processes and procedures to ensure that the program complies with constructive receipt. (Article 13: Paid and Unpaid Leave)

The City Manager agreed to recommend a two-year MOU agreement from July 1, 2024, to June 30, 2026. (Article 20 Term and Effect)

The estimated two-year cost increase for this agreement is approximately \$854,000 (excludes vacation leave payout expenses due to the varying leave payout elections that may be made by employees).