

Memorandum of Understanding
July 1, 2025, through June 30, 2028

City of El Mirage

And

El Mirage Police Employees Association

This Memorandum of Understanding is made and entered into between the City of El Mirage, Arizona, hereinafter referred to as "City," and the El Mirage Police Employees Association, hereinafter referred to as "Association," under the authority of the City of El Mirage Ordinance O17-06-07.

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ARTICLE 1: DEFINITIONS

- 1) **ADJUSTED HOURLY WAGE/RATE OF PAY:** The adjusted hourly wage/rate of pay is determined by adding assigned premium pay and/or additional pay to the employee's base hourly wage/rate of pay, as defined in Attachment 1.
- 2) **ASSOCIATION:** El Mirage Police Employees Association.
- 3) **ASSOCIATION REPRESENTATIVE:** A member appointed by the Executive Board of the El Mirage Police Employees Association (EMPEA).
- 4) **BASE HOURLY WAGE/RATE OF PAY:** The base hourly wage/rate of pay as identified in this MOU's Attachment 1 (excludes all premium pay and additional pay).
- 5) **CHIEF OF POLICE:** Chief or designee.
- 6) **CITY:** City of El Mirage.
- 7) **CITY MANAGER:** City Manager or designee.
- 8) **DAYS:** All references to days in § 30.07 MEET AND CONFER shall mean business days in which administrative offices in City Hall are open for business.
- 9) **DEPARTMENT:** Non-member management personnel of the El Mirage Police Department.
- 10) **EXECUTIVE BOARD:** Officers elected by the Association Members (President, Vice-President, Secretary, Treasurer).
- 11) **GENDER:** Whenever any words used herein are masculine, feminine, or neutral, they shall be construed as though they were also used in another gender in all cases where they would so apply.
- 12) **MEMBER:**
 - a) In addition, the terms Unit employee, Unit member, or employee, either in the singular or plural form, shall mean employees of the City of El Mirage covered by this MOU.
 - b) This MOU covers the following full-time Police employee positions: Police Officer and Police Sergeant.
- 13) **ORGANIZATIONAL REPRESENTATIVE:** An alternate appointed by the Executive Board of the EMPEA.
- 14) **PROBATIONARY PERIOD OF MEMBERS:** The probationary period shall be twelve (12) months after the position start date. The Chief of Police, with the approval of the City Manager, may require one extension of the probationary period, not to exceed the length of the original probation.

15) STRAIGHT TIME: The adjusted hourly pay for regular hours worked, not at time and one-half.

ARTICLE 2: CONTRACTUAL RIGHTS OF THE PARTIES

1) CONTRACTUAL RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

- a) The Association serves as the meet and confer representative for all eligible members as determined by the El Mirage City Council in Ordinance O17-06-07.
- b) The association dues are paid via direct deposit to the association's designated bank account using an electronic payment method. Employees can add a direct deposit payment utilizing the City's Human Resources Information System (HRIS) software. The Association is responsible for providing the direct deposit details to its members. The City has no authority to make unauthorized deductions from any employee. The Association agrees that the City shall have no liability on account of any action taken pursuant to this paragraph, and the Association and its Members release the City from any liability pursuant to this paragraph.
- c) The Association, through its designated representatives, may distribute Association-related printed material on City premises (building and grounds) only before and after scheduled working hours, provided that both the employee distributing and the employee receiving such material are on non-work periods.
- d) The City grants the Association permission to distribute said materials from city-provided information boxes assigned to each individual police employee and located within the employee's designated work area.
- e) The Association agrees that no Association printed material will be placed on any City bulletin board without express written approval of the Chief.
- f) The employer agrees that Officers and non-employee representatives of the Association shall have reasonable access to the premises of the employer during working hours with advance notice to the appropriate employer representative. Such visitations shall be to administer this agreement. The Association agrees that such activities shall not interfere with the regular work duties of employees, including the duty to protect persons and property in the City.
- g) The City will provide the Association, upon request, non-confidential and readily available information concerning the Unit necessary to Association representatives for negotiation and M.O.U. MOU grievances, which are unavailable to the Association, include personnel census and survey information. "Confidential" means any information deemed confidential by City Code, County Ordinance, State or Federal Statutes, or court order. Such requests shall be made through the City Manager. The Association shall

bear any usual costs incurred by the City in connection with this Section. Further, the Association may designate not more than three (3) persons authorized to examine the documents provided. Such persons need not be employees of the City or Association but may include accountants, time study experts, or others hired by the Association for such examination. Such examinations shall be made during reasonable business hours and upon reasonable prior notice given to the City.

- h) The obligation of the City under this section shall be cumulative of, and shall not detract from, any other requirement expressed in this agreement to furnish notices, communications, or any other writing to the Association.
- i) The Association shall be permitted to place a bulletin board in the Police Department break room and the locker rooms. The City agrees that this bulletin board is the sole property of the Association. The Association shall be responsible for all costs and upkeep of these bulletin boards. The parties agree that this Article does not authorize or approve any person or organization posting political or abusive material. The City agrees that public information based on factual information and events and free of personal opinion, especially that of a political nature (i.e., editorials), regarding a political figure within the City, shall not be considered political. These articles must be free of any additional script and placed solely to inform association members of current events within the City. All items are subject to approval by the Chief of Police or his designee. Only those the Association authorizes shall be allowed to place or remove items from the association bulletin board. The overall size shall not exceed 48" x 24" and will be enclosed with a locking glass door. Only the employee association board member will have access.
- j) The City agrees to use the departmental e-mail system for meeting and training notices. These are the only matters in which departmental e-mail may be used for Association business, except that the City will allow the city email system to exchange communication and documents of common interest between the City and the Association. The Association will disseminate the information to the membership via non-city email addresses as appropriate. Notwithstanding this paragraph, members will be responsible for following all policies and regulations regarding the use of email.

2) CONTRACTUAL RIGHTS/RESPONSIBILITIES OF MANAGEMENT

- a) The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive contractual right to operate, administer, and manage its municipal services and workforce performing those services.
 - i) The Association agrees that its members who work for the City will individually and collectively perform loyal and efficient work and service, serve and protect the City and the public, and cooperate in promoting and advancing the welfare of the City and protecting its service to the public at all times.
 - ii) The Association and the City mutually agree to cooperate to achieve increased productivity, which will benefit all concerned through better utilization of

equipment, workforce, and work methods.

- b) The City Manager and the Chief have exclusive decision-making authority on matters not expressly modified by specific provisions of this Memorandum. Such decision-making shall not in any way, directly or indirectly, be subject to the grievance procedure contained herein.
- c) The exclusive rights of the City shall include, but not be limited to, the contractual right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public and through its management officials to exercise control and discretion over its organization and operations, to establish and effect administrative regulations and employment rules consistent with law and specific provisions of this Memorandum, to direct its employees, to take disciplinary action for proper cause, to relieve its employees from duty because of lack of work or other legitimate reasons, to determine the methods, means and personnel by which the City's services are to be provided, including the contractual right to schedule, and assign work and overtime, and to otherwise act in the interests of efficient service to the community.
- d) Quarterly meetings. The City Manager and Association Executive Board or designees will meet quarterly as requested.

3) CONTRACTUAL RIGHTS OF THE EMPLOYEE:

- a) All employees shall have the contractual right to have the Association serve as their "Meet and Confer" representative as set forth in Ordinance O17-06-07, without discrimination based on membership or non-membership in the Association.
- b) Employees shall have the contractual right to be represented by the Association in dealings with the City concerning grievances as defined in this Memorandum.
- c) Employees shall have the contractual right to present their own grievance in person.
- d) Any employee covered hereunder or his representative designated in written form signed by the employee shall be permitted to examine his personnel file upon request and by appointment.
- e) No employee shall have any adverse comments entered into his/her personnel file without being properly documented and informed by his/her supervisor. If the employee requests, they may receive a copy of the adverse comment.
- f) Within 30 days of notification of the entrance of the adverse comment into their personnel file, employees may, at their discretion, attach a statement of rebuttal to any material contained in their personnel file that may be adverse in nature.
- g) Disciplinary letters of demotion or suspension are filed in the member's personnel file. A letter of reprimand (LOR) is no longer considered formal discipline by the City and is

not kept in members' personnel files. A LOR that results from a sustained professional standards unit (PSU) investigation or internal affairs (IA) investigation must be retained in accordance with State library retention guidelines as part of the investigation file. If the member has not committed any other infractions or violations of work rules or policies within one year after receiving a LOR, the member may submit a memorandum through the chain of command to the Police Chief requesting that the LOR be expired from their disciplinary history for the purpose of any subsequent investigations or disciplinary actions.

The Police Chief has sole discretion when considering whether to expire an LOR, including considering prior incidents involving the same or substantially similar misconduct and expired letters of reprimand associated with previous investigations that fall within the State Library Retention Schedule.

When approved, the Police Chief will notify the member that the LOR has expired, and a memorandum with the new expiration date will be placed in the investigation file. No other requests related to that letter shall be considered when a request is denied. Letters of demotion or suspension shall not be removed from the personnel file. The Police Chief will not consider the early expiration of letters of reprimand in situations involving:

- Abusive or threatening attitude, language, or conduct towards fellow employees.
- Falsification of documents or records.
- Alcohol or illegal drug use on the job, or impairment while on duty or in violation of Arizona (Peace Officer Standards and Training Board) POST rules.
- Violation of the City harassment or discrimination policies.
- City ethics policy violations.
- Dishonesty.
- Excessive Force.
- Any misdemeanor or felony act.

ARTICLE 3: WAGES

1) Step Pay Plan

- a) The Step Pay Plan, as set forth, is designed to incrementally increase employees' pay through the Step Pay Plan (Reference Attachment #1).
- b) The Step Pay Plan is effective on or about July 1, 2025, for full-time employees if the normal work week is worked or fulfilled as paid leave or holiday pay. The Step Pay Plan may be amended as provided in paragraphs 1.h and 1.i. of this article.
- c) Current employees who have been in their position with the City for one year or longer, as of the first pay period of the fiscal year 2025-2026, will be eligible for a one-step increase on or about July 1, 2025. (Increases are effective and will appear in paychecks beginning the first pay date in July 2025).

- d) Police Officers – Laterals: Employees hired on or after July 1, 2025, will be placed on the appropriate step, up to the top step of their position step pay plan, based on prior service and the Chief’s recommendation. Employees will be eligible for a one-step increase on the pay period following one year in their position, subject to satisfactory or better performance reviews.
 - e) The same format for c) and d) above shall be implemented in subsequent years during the term of this agreement. During the term of this agreement, employees who have successfully completed step 6 will skip step 7 and be placed on step 8.
 - f) Employees who have reached the maximum step on their assigned pay plan will not be eligible for additional step increases.
 - g) Employees promoted to Police Sergeant will be placed at Step 1 of the Police Sergeant Step Pay Plan.
 - h) The City will apply a cost-of-living adjustment (COLA) to the Police Officer and Police Sergeant step pay plans in the second and subsequent year of the agreement consistent with the COLA applied to the Classification and Compensation structure for non-MOU employees.
 - i) The City will include the positions covered by this MOU in any and all city-wide compensation studies conducted during the term of this agreement. The City will apply survey recommendations for the Police Officer and Sergeant pay step plans consistent with those used for positions in the Classification and Compensation structure for non-MOU positions.
- 2) Deferred Compensation: Each unit member must contribute a minimum of \$35 per pay period to the city-designated deferred compensation provider. The City of El Mirage shall contribute \$100 per pay period for each eligible employee in lieu of holiday closure leave. Employees are automatically enrolled in a 457-defined contribution plan designated by the City. Employees must contact the Plan Administrator for account setup and menu options.
- 3) Premium Pay:
- a) Field Training Officer (FTO): Members who are assigned to work as a FTO shall receive an additional five percent (5%) to their base hourly wage/rate of pay. FTO assignment pay is provided upon successfully completing the Certification requirements and only while actively training in the field.
 - b) Master Patrol Officer (MPO) Assignments: Members whom the Chief assigns to perform substantially the full range of duties and responsibilities of a higher level of classification, including FTO, shall receive MPO assignment pay at the rate of an additional five percent (5%) to their base wage/rate of pay. FTO pay is included in the MPO assignment pay and is not in addition to FTO pay.

- c) Bilingual Pay: Members who have demonstrated proficiency in a second language and routinely provide translation from another language to English, including American Sign Language, shall be eligible to receive \$0.75 per hour as language adjustment pay. Members must pass an initial proficiency test to receive/continue receiving bilingual pay. At no time will a Member be able to obtain more than an adjustment of \$0.75 per hour regardless of the number of languages, including sign language, in which the Member becomes proficient.
- d) Specialty Pay: The City recognizes specialized skills and training required for specialty units. Members approved by the Chief shall receive an additional five percent (5%) to their base hourly wage/rate of pay. Members shall only be approved for one specialty pay. Members receiving specialty pay shall not be eligible for on-call pay.
 - Gang Task Force
 - Neighborhood Enforcement Team
 - Canine Unit
 - Traffic Motor Unit
 - Special Weapons and Tactics (SWAT)

4) Additional Pay

- a) Compensatory time (CTO) will follow City Council Resolution R20-12-25. If a court renders a binding decision or the Department of Treasury promulgates regulations concluding that the election of compensatory time off does not result in constructive receipt, the parties will meet and confer over (a) the mandatory payout and maximum CTO accrual and (b) to address any constructive receipt issue created by the payout.
- b) Shift Pay Incentive: Police Officers and Police Sergeants are eligible for shift pay incentive when regularly assigned to a squad/schedule by a bid or administration that is eligible for shift pay incentive. The Chief will identify the squad(s) that are eligible for a \$1.00/hour shift pay incentive (generally referred to as Graves or Graveyard) and the squad(s) that are eligible for a \$0.50 shift pay incentive (generally referred to as Swing or Afternoon) during the annual bid process.
- c) On-call Pay: Officers formally assigned to Investigations will receive an additional \$3.00 per hour on-call premium pay computed into their hourly rate for being on an on-call rotation throughout the year. The Sergeant formally assigned to Investigations will receive an additional \$5.00 per hour on-call premium pay computed into their hourly rate for being on-call throughout the year. The on-call rate shall be included with the base rate to determine the overtime rate as long as the unit member is assigned to on-call. Members who receive on-call pay are ineligible for specialty pay, except when the Chief temporarily assigns on-call pay to a Sergeant who is covering Investigations during a leave lasting a minimum of seven days.
- d) Call Back: When an employee has completed his/her regularly scheduled shift and is called back to perform work one or more hours after the regular shift ended or is called

back one or more hours before the start of his/her regularly scheduled shift, the employee shall receive call back compensation at his/her overtime rate and shall be guaranteed a minimum of four (4) hours at his/her overtime rate plus any additional hours worked at the adjusted rate subject to regular overtime calculations. Compensable time begins with receipt and acknowledgment by the employee of the call back, as long as the employee can respond to his/her workstation within 60 minutes. If over a 60-minute response, compensable time begins when the employee reaches their workstation.

- Example 1: A police Officer is assigned to work a ten (10) hour shift. The Officer is called in to work two (2) hours before his/her shift begins. Therefore, the Police Officer will be paid four (4) hours at his/her overtime rate and eight (8) hours at straight time. The overlap of two (2) hours will be paid at the overtime rate.
 - Example 2: A Police Officer's shift ends at 6:00 p.m. The Police Officer is called back at 8:00 p.m. and works for six (6) hours. Therefore, the Police Officer will be paid four (4) hours at the overtime rate and two (2) hours straight time unless the employee's total straight time hours worked exceed forty (40) hours in the workweek.
 - Example 3: A police officer, on regularly scheduled days off after their 40-hour workweek, is called back at 8:00 a.m., but the officer is not available to arrive at their workstation until 11:00 a.m. The supervisor is made aware of the extended delay but still requests the officer to respond. The officer responds to work at 11:00 a.m. Their compensable time would start at 11:00 a.m. and he/she will be paid four (4) hours at his/her overtime rate, plus any additional time worked.
- e) Return to work: An employee who is directed to return to work because of his/her negligence, whether in the proper care and use of City equipment or for his/her failure to complete official reports before securing for the day, is not eligible for call-back pay as outlined in the above paragraph, and shall be paid for his/her return to work at his/her adjusted rate, subject to overtime only when the employee's total straight time hours worked exceed 40 hours in the workweek. Pay commences at the time they arrive at their workstation. For the purpose of calculating total work hours, only the time actually worked will be recorded.
- f) Court Detail: When an employee is on Court detail for more than two hours outside his/her regular scheduled shift, he/she shall be guaranteed compensation of a minimum of two (2) hours or actual time if longer than two (2) hours at the overtime rate. This shall apply to all subpoenaed court appearances and hearings unless canceled more than two hours prior to the scheduled appearance time

Any court time within two (2) hours of an employee's scheduled shift shall be paid as hours worked at the adjusted rate.

- g) Off-Duty Arrests: Any employee who makes an off-duty arrest shall receive a minimum of three (3) hours of pay or the actual number of hours required at the overtime rate,

whichever is greater. The term "off-duty arrest" shall not include an arrest made while privately employed in a law enforcement capacity and will meet approved guidelines as set in police policies and procedures.

- h) **Death of Employee:** In the event an employee dies while employed by the City, the employee's accumulated sick leave shall be paid to the employee's designated beneficiary at the employee's base hourly wage/rate of pay at the time of death regardless of the number of hours accumulated or the number of years the employee has worked with the City prior to the time of death.

ARTICLE 4: HEALTH AND DENTAL INSURANCE

- 1) The City will pay up to 100% of the member's monthly health and dental premiums but not more than the actual cost of the lowest health and dental premium. The member agrees to pay any additional amount above the lowest health and dental premium plan. The City will continue to pay the approved amount for dependent coverage per month, but not less than 70% of the dependent premium for the lowest health and dental premium plan. The member agrees to pay any additional premium above that amount for dependent coverage.
- 2) **Continuation of coverage upon death while on duty:** In the event a member is killed while on duty or while performing a police function as determined by the City, the City will continue to pay the full monthly medical premium (both employer and employee amounts) for the spouse and all eligible dependents. Should the surviving spouse remarry or qualify for Medicare health insurance, the benefits of this provision shall be discontinued for the surviving spouse.

ARTICLE 5: TUITION REIMBURSEMENT

- 1) The City agrees to assist employees in pursuing additional training and higher education in core courses or job-related electives in a degree program related to the employee's current position or reasonably anticipated to benefit the employee in a City career path.
- 2) In-person and online courses must be from a fully accredited college, university, or approved technical/trade/business school.
- 3) Employees will not be eligible for tuition reimbursement during their initial probationary period.
- 4) An employee requesting reimbursement under the tuition reimbursement policy must complete the required application and include proof that the coursework is a core course or job-related elective in a degree program either related to the employee's current position or reasonably anticipated to benefit the employee in a City career path and receive approval from authorizing approvers, as designated on the City's form. The Human Resources Department must certify the availability of funds within the budget. The Human Resources Director may reject any request that does not meet the requirements described in this policy

if there is no availability of funds or if the City Manager determines approval would cause a financial hardship for the City.

- 5) Reimbursement will be at 100% of the tuition charged per credit hour up to the tax-exempt IRS calendar year limit, pending sufficient availability of city funds. The City follows IRS guidelines regarding the limit of tax-free educational assistance. Any assistance above certain limits must be taxable.
- 6) Tuition reimbursement is not available more than one time for the same course.
- 7) The calendar year in which the reimbursement is paid to the employee shall determine the calendar year in which the tuition reimbursement amount will be counted. For example, if a course is taught from October to December, the reimbursement is paid the following January. In that case, the course reimbursement amount must be counted toward January's calendar year limit.
- 8) Reimbursement paperwork shall be submitted within 60 days after course completion. The City Manager must approve any exception to this deadline.
- 9) Proof of each course passed and presentation of receipt for tuition costs is required. For undergraduate classes, proof of each course passed with a "C" grade or higher or equivalent, where letter grades are not used. For graduate level classes or higher, proof of each course passed with a "B" grade or higher.
- 10) Employees shall be eligible for reimbursement of required expenses such as tuition, books, registration, and course fees.
- 11) Any financial assistance the employee receives from outside sources shall reduce the reimbursement amount. When applying for tuition reimbursement, the employee shall notify the Human Resources Department of any financial assistance from an outside source.
- 12) The courses must be taken on an employee's time and be personally paid for by the employee.
- 13) Any employee who resigns before completion of a course or is discharged will automatically terminate their eligibility for reimbursement.

ARTICLE 6: PAID AND UNPAID LEAVE

- 1) **Vacation Leave:** All full-time Unit personnel working for the Police Department shall earn vacation leave as outlined in the City of El Mirage Employee Policy Manual, but not less than the following:

Full-time employees accrue paid vacation per pay period, up to 80 hours the first year of employment, and 10 additional hours for each year of service thereafter, up to 180 hours per year. Part-time employees accrue paid vacation time at a rate of 1 hour for every 30 hours

worked, up to 40 hours each calendar year.

Years of full-time service with the City	Annual Accrual (hours)
Less than 1 year	Up to 80
1	90
2	100
3	110
4	120
5	130
6	140
7	150
8	160
9	170
10	180

Maximum Limit. The maximum amount of vacation leave a regular full-time employee may accumulate at any time is 320 hours unless otherwise approved by the City Manager. The maximum amount of vacation leave a regular part-time employee may accumulate at any time is 180 hours unless otherwise approved by the City Manager.

When a Unit employee is temporarily recalled to duty while on an authorized vacation out of the City and out of Maricopa County by order of the Chief of Police or his designee, he shall be reimbursed for necessary and provable transportation expenses and associated costs as determined by the Chief.

- 2) Sick Leave Accrual: Accrual for full-time Unit personnel shall be at a rate of (3.7) hours per pay period and shall have no maximum limit.
- 3) Employer Bona Fide Leave Sharing Program:
 - a) Employees requesting donated sick leave must submit a written application describing a medical emergency on the City’s designated form. A medical emergency is defined as a medical condition of the employee or an immediate family member, as defined in the FMLA regulations, that will require the prolonged/extended absence of the employee from duty and result in a substantial loss of income to the employee due to the exhaustion of all paid leave available.
 - b) After the application is approved and the member exhausts all paid leave, the member is eligible to receive paid sick leave (at the adjusted hourly wage/rate of pay) donated by other members.
 - c) The amount of leave a donor may donate in any given year may not exceed forty hours per year. However, the donor must maintain a minimum sick leave balance of 80 hours after the donation. The donated time that is not used will not be returned to the donor. The unused leave will be assigned to a leave bank for use by a future eligible member.

4) Other Sick Leave Donation:

- a) The City will allow emergency donations of sick leave in excess of forty hours per year by unit members to cover illness or injury.
- b) The process to request donated sick leave is defined in Article 6.3.
- c) Donations must be transferred and credited in full-hour increments.
- d) Donations must be submitted using the city-approved form.
- e) Under the Assignment-of-Income Doctrine, if a donor specifies the recipient of the donated leave, the value of the leave becomes a taxable event for the donating employee. The City will process payment and record taxes in a manner that complies with the Internal Revenue Code to all donations made outside of the Employer Bona Fide Leave Sharing Program.

5) Leave Donation – Association Business:

- a) The City will establish a voluntary leave donation program for the use of association business as approved by the association board. Members may voluntarily donate unused vacation hours to the association business leave bank, utilizing the City's designated form.
- b) The donated hours shall be used for Association business while not on duty to reach forty (40) hours in the workweek. Donated hours are for the purpose of lawful association activities. They are released from the City's direct control and supervision. Examples include but are not limited to EMPEA meetings and training conferences.
- c) Only vacation leave may be donated. Leave is donated on an hour-for-hour basis. The Association shall request donations as needed. The member must have sufficient vacation balance for the donation to be processed. Donated hours that are not used will not be returned to the donor. A donor may not specify who is to receive the donated leave.

ARTICLE 7: LIFE INSURANCE

- 1) Life Insurance: The City will provide Basic Life and Accidental Death and Dismemberment (AD&D) insurance in the amount of one times the annual salary rounded to the next higher \$1,000, if not already a multiple thereof, subject to a maximum of \$200,000, or as defined in the City's Group Term Life Certificate of Insurance.

A Member's "current equivalent annual pay," for purposes of this Article 7 only, shall be calculated by multiplying the employee's base rate of pay at the time by two thousand and eighty (2080) hours, rounded to the nearest thousand dollars.

ARTICLE 8: UNIFORM ALLOWANCE

- 1) Upon successful completion (graduation) of the Academy or start date, the individual will receive a payment of \$700. This will allow the individual to purchase necessary regular-duty uniforms. The individual will then receive their next reimbursement in conjunction with all other employees, regardless of proximity to the initial reimbursement.
- 2) Sworn full-time personnel will be entitled to receive reimbursement for authorized original issue and/or maintenance of uniforms up to one thousand four hundred (\$1,400) dollars per fiscal year, with no carryover to the next fiscal year-
- 3) Both parties agree that the allowance shall be structured to exempt it from taxation and retirement contributions. The City will pay 50% of the allowance twice per year through the City's Accounts Payable process on or about July 1st and January 1st. MOU employees must be employed on each date above to receive the payment. The EMPEA member agrees to provide documentation substantiating that the annual cost of uniform and duty clothing maintenance meets or exceeds the proposed allowance (Reference ATTACHMENT 2). **The parties agree that if the EMPEA member does not maintain adequate documentation, or if a government agency such as the IRS, Arizona Department of Revenue, or the Public Safety Personnel Retirement System determines that the amounts paid in this Paragraph (3) are subject to taxation and/or other retirement contributions, the EMPEA member shall indemnify the City to the fullest extent allowable by law, including, but not limited to, payment of any fines, penalties and reasonable attorneys' fees incurred by the City as a result of the treatment of the amounts paid in this Paragraph (3).**
- 4) Should the City Attorney **or government agency** determine during the term of this agreement that modification is necessary to exempt the allowance from taxation and retirement contributions, the City will implement guidelines to comply. Regardless of how the allowance is processed, the allowance shall not be less than \$ 1,400 annually for an MOU employee who was employed for an entire fiscal year.

ARTICLE 9: HOLIDAY BENEFITS

- 1) Holidays/Personal Leave: The City agrees to compensate unit employees for the following holidays.

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Holiday	Fourth Thursday in November
Thanksgiving Holiday	Day after Thanksgiving

Christmas Day

December 25

- 2) Unit employees who work on a holiday listed in Article 9.1 above will be paid, in addition to pay for actual hours worked on the holiday, ten (10) hours of holiday pay for that day at the employee's adjusted wage/rate of pay. Unit employees who do not work on holidays listed in paragraph A above will be paid ten (10) hours of holiday pay for that day at the employee's adjusted hourly wage/rate of pay.
- 3) Service Award Leave (Personal Hours)
 - a) Members shall receive Service Award Leave as currently described in the Employee Recognition and Reward Policy.

ARTICLE 10: SICK LEAVE CONVERSION UPON RETIREMENT ELIGIBILITY

- 1) A unit member who is retirement eligible and has accumulated a minimum of one thousand (1,000) hours of accrued and unused sick leave at the time of separation shall receive forty percent (40%) of the base hourly wage/rate of pay for all unused sick leave hours.
- 2) A unit member who has accumulated a minimum of one thousand four hundred (1,400) hours of accrued and unused sick leave at the time of separation shall receive sixty percent (60%) of their base hourly wage/rate of pay for all unused sick leave hours.

For the purposes of Article 10, retirement-eligible employees are defined as those who terminate employment (separation of service) with the City of El Mirage and are eligible to receive normal retirement benefits from the Arizona Retirement System (ASRS) or the Public Safety Personnel Retirement System (PSPRS).

ARTICLE 11: TEMPORARY LIMITED OR MODIFIED DUTY

- 1) The City may provide temporary limited or modified duty assignments for Members who are unable to perform the essential functions of their position, with or without reasonable accommodation, due to a temporary injury or illness sustained while off-duty.
- 2) Employees requesting temporary limited or modified duty assignments because of off-duty injuries or illnesses shall submit a written request to the Chief for approval or denial. All requests for temporary limited or modified duty assignments will be reviewed and considered for approval or denial in accordance with applicable federal and state law, including, but not limited to, the Americans with Disabilities Act (ADA).
- 3) Upon request by the Chief, employees requesting or approved for temporary limited or modified duty assignment due to an off-duty injury or illness will be required to submit a certification or written update from the employee's treating physician documenting work restrictions and estimated period.

- 4) Temporary limited or modified duty assignments are generally limited to 60 calendar days but may be extended for subsequent periods, subject to review and approval by the Chief.

ARTICLE 12: INDUSTRIAL INJURY

- 1) All Unit Members are covered by Workers' Compensation Insurance beginning with the first day of employment. Workers' Compensation provides State-prescribed medical and hospitalization expense benefits and partial compensation in lieu of salary for lost time for workers injured on the job.
- 2) Industrial leave is not accrued but is available through the State Industrial Commission in conjunction with State law and City policy.
- 3) Employees who are injured on the job will receive industrial injury leave (salary continuance) when the health care provider renders the employee unable to perform the essential functions of his/her job, with or without reasonable accommodation, when treatment is required by a licensed professional, and providing the claim is approved by the City's workers' compensation administrator. If a claim is denied by the workers' compensation administrator, the employee will be charged leave time or shall pay back the amount owed.
- 4) While on approved industrial injury leave, sick, vacation, compensatory, or any other paid leave will not be charged.
- 5) Family and Medical Leave Act (FMLA) leave will not run concurrently with leave paid as Industrial Leave.
- 6) The Employee must authorize the workers' compensation administrator to mail temporary disability checks to the City for time lost from work due to an industrial injury. If the employee receives a temporary disability check (workers' compensation wages) from the City's workers' compensation administrator, the employee must endorse the check back to the City.

ARTICLE 13: VOLUNTARY DECISION MAKING - VACCINATIONS

- 1) The City recognizes the fundamental right of all association members to make voluntary decisions regarding vaccinations. As such, no association member shall be required to undergo vaccinations as a condition of employment without their informed and voluntary consent.

ARTICLE 14: HOURS OF WORK

- 1) The daily work hours and weekly shift schedules of Police Unit personnel shall be determined by the Chief and shall consist of forty (40) hours within a seven (7) day work week. This shall not guarantee any minimum number of hours.

- 2) The Chief of Police will establish duty hours for Unit personnel.
- 3) There shall be at least eight (8) hours off between scheduled shifts.
- 4) Calculation of Hours Worked. Hours worked shall not include sick leave, donated leave, paid holiday pay, compensatory time, service leave, recognition leave, or disciplinary or non-disciplinary administrative leave.
 - a) Limited use of accrued leave as hours worked:
 - i) Hours of work shall include bereavement leave with pay for the purpose of calculating overtime.
 - ii) Hours of work shall include paid vacation for overtime calculations only when employees are required to work additional hours or days in the same workweek as their prior scheduled vacation leave. In such instances, the combination of hours worked and leave may exceed 40 hours in the workweek. Prior scheduled means the employee requests vacation prior to the current pay period and takes the vacation time before being asked by the Department to work additional hours in the same workweek.
 - Example 1: A Police Officer is scheduled to work a four/ten (4/10) schedule (from Wednesday to Saturday) in the workweek. The employee takes ten (10) hours of vacation on Wednesday and does not work any additional time other than the employee's regularly scheduled time. The employee's ten (10) hours of vacation shall be paid as leave and not considered hours worked. The employee will be paid forty (40) hours at straight time and zero (0) hours at the overtime rate.
 - Example 2: An employee is scheduled to work a four/ten (4/10) schedule (from Sunday to Wednesday) during the workweek. The employee takes ten (10) hours of vacation on Sunday and works ten (10) hour shifts on Monday, Tuesday, and Wednesday. Due to a staffing shortage and based on call back as defined in Article 3.4.d., the employee is called back to cover a ten (10) hour shift on Thursday. Therefore, the employee's vacation shall be considered hours worked for overtime purposes. The employee will be paid forty (40) hours at straight time and ten (10) hours at the overtime rate.
 - Example 3: An employee is scheduled to work three (3) twelve (12) hour shifts Sunday, Monday, and Tuesday, and a six (6) hour shift on Wednesday. The employee takes twelve (12) hours of vacation on Sunday and works twelve (12) hour shifts on Monday and Tuesday, and due to a holdover, a ten (10) hour shift on Wednesday. Therefore, the employee's vacation will be considered hours worked for overtime purposes. The employee will be paid forty (40) hours at straight time, with six (6) hours at the overtime rate.

5. Governor's Office of Highway Safety (GOHS) grant-funded traffic enforcement details shall be paid at the member's overtime rate regardless of the hours worked in the workweek.
6. Change in Shift Assignment
 - a) Involuntary changes in shifts, days off, or job assignments shall not be for arbitrary reasons. Additionally, employees may change shifts and days off before the next scheduled posting of shift assignments and rotation.
 - b) An employee must be notified of a change in a normally scheduled shift or advanced training or schooling one full pay period (two weeks) before the change occurs, except in emergencies or unless waived by the unit member.

ARTICLE 15: EXTRA DUTY ASSIGNMENTS

- 1) The Police Department shall maintain a list in order of seniority within the Police Department for all sworn officers willing to perform extra duty. After an initial signup period of two weeks, new names shall be added to the bottom of the list in order of signing up, without regard to seniority.
- 2) When available, the Police Department shall offer extra duty work opportunities only to those employees on the list and only in order of their appearance on the list. Offers of extra duty work shall be made sequentially through the list, with new opportunities being offered first to the employee, following the one who accepted the last offer. When the list is exhausted, offers shall return to the top of the list. This paragraph intends to equalize opportunities for extra duty work among all employees on the list.
- 3) A Police Officer may be placed on the extra duty assignment list after completing field training and upon review and authorization by the Chief, based on the Officer's experience and the nature of extra-duty work.
- 4) To keep this list current, the Chief will strike employees from the list who refuse three (3) consecutive offers of extra-duty work. Refusals due to scheduled leave, City overtime assignments, or other department-scheduled functions will not be counted as refusals.
- 5) A unit member who works a City-sponsored event, Council Meeting, or project and is paid through the City's payroll system will be compensated at time and one-half of the adjusted wage/rate of pay for all time worked over 40 hours in the week with a two (2) hour minimum for each occurrence. If the unit member has not worked 40 hours during the week, the unit member shall be paid at the adjusted wage/rate of pay.

ARTICLE 16: OFF-DUTY EMPLOYMENT

- 1) The Department agrees to maintain a list of unit members authorized to work off-duty. Prior

approval to engage in off-duty employment is required from the immediate supervisor. Members can perform up to a maximum of 24 hours of off-duty employment per workweek with authorization. At no time shall unit members work an off-duty assignment 8 hours prior to their scheduled shift unless pre-approved by the Chief of Police.

- 2) Off-duty employment shall be governed by the rules and regulations of the El Mirage Police Department. Unit members agree to work with management to establish off-duty employment opportunities.
- 3) Before being authorized to work off-duty assignments, a Police Officer must have completed 8 months of his/her initial probationary period of 12 months and upon review by the Chief, based on experience and nature of off-duty work, on a case-by-case basis.

ARTICLE 17: INTERNAL INVESTIGATION POLICY

- 1) The findings of an investigation and any hearing officer findings used as the basis for disciplinary action (demotion, suspension, or termination) for an employee's violation of the City, Department, work rules, or regulations must be included in the employee's personnel file and made available to that employee.

ARTICLE 18: SENIORITY AND PROBATION

- 1) Seniority will be given due consideration in all areas of member-based selection options using established departmental procedures to include a choice of vacation schedules, compensatory time off, and work schedules (shift bid/assignments). An employee with a current performance rating of less than meets expectations or actively on a Performance Improvement Plan (PIP) may be assigned to a shift by the Chief. Seniority is defined as the first day of full-time, compensated employment while having an AZPOST certification as a Peace Officer with the El Mirage Police Department. The original seniority date is subject to continuous compensated employment by the El Mirage Police Department. Sergeants' seniority date shall be based on their first full day following promotion as a compensated Sergeant. If a Sergeant is demoted for any reason, they shall retain their original member seniority date.

ARTICLE 19: GRIEVANCE PROCEDURE

- 1) The City and Association agree that the procedure provided in this agreement shall be the administrative process required for grievances under this M.O.U. Grievances on issues outside the terms of this agreement may not be grieved under the provisions of this agreement.
- 2) Informal Resolution
 - a) It is the responsibility of Unit employees who believe that they have a bona fide

complaint concerning violations of this MOU to promptly inform and discuss it with their immediate supervisor to, in good faith, endeavor to clarify the matter expeditiously and informally at the employee's immediate supervisor level.

- b) If such informal discussion does not resolve the problem to the Unit employee's satisfaction, and if the complaint constitutes a grievance as herein defined, the Unit employee may file a formal grievance in accordance with the following procedure. Failure to complete and file a grievance form shall automatically terminate the complaint.

3) Definition of Grievance

- a) A "grievance" is a written allegation by a Unit employee, submitted in a timely manner in accordance with this provision, alleging specific violations of the terms of this Memorandum which are alleged to be violated and the specific remedy requested. Failure to identify the specific provisions of the Memorandum and the specific remedy shall automatically terminate the grievance.
- b) A "unit" grievance is a written allegation by the Association, submitted as herein specified, charging violation(s) of the specific express terms of the Memorandum that involve the entire unit and not merely the complaints of one or more employees and not of an operational nature and not merely a specific application of this Memorandum to one or more employees.

4) Procedure. In processing a formal grievance, the following procedure shall apply:

- a) Step 1: The Unit employee shall reduce the grievance to writing by signing and completing all parts of the grievance form provided by the City and submitting it to the Chief within fourteen (14) calendar days of the event giving rise to the grievance. Either party may then request a meeting concerning the grievance or mutually agree that no meeting be held. The Chief shall, within fourteen (14) calendar days of having received the written grievance, or such meeting, whichever is later, submit his response thereto in writing to the grievant and the grievant's representative, if any.
- b) Step 2: If the response of the first level of review does not result in a resolution of the grievance, the grievant may appeal the grievance by signing and completing the form and presenting it to the City Manager within seven (7) calendar days of the grievant or his representative's receipt of the level one response. Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within seven (7) calendar days of receiving the appeal or the meeting, whichever is later, the City Manager shall submit a response to the grievance to the grievant and the grievant representative, if any.
- c) Step 3: If the response to the second level of review does not result in the resolution of the grievance, the grievant or grievant's representative may submit the grievance to a Labor/Management Committee for review and recommendation within seven (7) calendar days of the receipt of the level two response. The Committee shall consist of up

to two (2) representatives of the Association and up to two (2) representatives of the City Manager. Within fourteen (14) calendar days of receiving the appeal, the Labor/Management Committee will meet to review the grievance unless the date is mutually extended. Within fourteen (14) calendar days from the committee meeting date, the Labor/Management representatives will submit a recommended disposition on the matter to the City Manager.

- d) Step 4: Either party may request a meeting be held with the City Manager upon transmittal of the Committee report or may mutually agree that no meeting be held. The City Manager shall review the written report and render a written decision within twenty-one (21) calendar days from receipt of the report or meeting date, whichever is later.
- e) The City Manager's decision is the final step in the MOU appeal process. The MOU Grievance process in no way limits EMPEA or its individual members from such relief that may be granted by any Court of law having jurisdiction over the matter.
- f) Failure of the Chief or the City Manager to comply with time limits specified in Step 1 and Step 2 will entitle the grievant to appeal to the next level of review. Failure of the grievant to comply with said time limits in this procedure shall constitute abandonment of the grievance. The parties may extend time limits by mutual written agreement in advance.

ARTICLE 20: PROHIBITION OF STRIKES AND LOCKOUTS

- 1) The Association and the Unit employees covered by this Memorandum recognize and agree that rendering Police services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued, and to do so would endanger the health, safety, and welfare of the citizens of the City of El Mirage.
- 2) The Association pledges to maintain unimpaired municipal services as directed by the City. Neither the Association nor any Unit employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions and obligations of the City or the Police Department. During the term of this Memorandum, neither the City nor its agents, for any reason, shall authorize, institute, aid, or promote any lockout of Unit employees covered by this Memorandum.
- 3) Should any Unit employee during the term of this Memorandum, and until such time that it is expressly and legally rescinded, breach the obligations of Section 2 of this Article, the City Manager shall immediately notify the Association that a prohibited action is in progress.
- 4) The Association shall forthwith, through its executive officers and other authorized representatives, disavow said strike or other prohibited action and notify all Association members and representatives in writing of their obligation and responsibility to remain at

work during any interruption that may be caused or initiated by others. Copies of such notification shall be delivered to the office of the City Manager. In addition, the Association shall order all Unit employees violating this Article to immediately return to work and cease the strike or prohibited activity. Such order shall be delivered both orally and in writing to all Unit employees violating this Article with copies of the written order to be delivered to the office of the City Manager.

- 5) Penalties or sanctions the City may assess against Unit employees who violate this Article shall include, but not be limited to:
 - a) Discipline up to and including discharge.
 - b) Loss of all compensation and benefits, including seniority, during such prohibited activity.
- 6) Nothing contained herein shall preclude the City or the Association from obtaining judicial restraint or from seeking damage from each other in the event of a violation of this Article.
- 7) There shall be no lockout by the City unless required to protect and preserve the public peace, health, or safety of the City and its residents or required by the City to enforce any violation of this Ordinance, Memorandum of Understanding, or any applicable laws.

ARTICLE 21: TERM AND EFFECT

- 1) This agreement shall be effective as of July 1, 2025. It shall remain in full force and effect until June 30, 2028, or until it is superseded by a new agreement or addendum between the parties, whichever occurs later.

ARTICLE 22: FISCAL CRISIS

- 1) The parties to this MOU acknowledge that in the event of a fiscal crisis, the City may request the employee organization to modify this MOU to include alternatives to temporary reductions in force or the permanent elimination of positions in City employment.
- 2) The term “fiscal crisis” will mean an event followed by a declaration of emergency by the City and may include loss of state revenues, reduction in City sales tax revenues, or an emergency increase in expenditures not included in the regular City budget.
- 3) The City will provide the Association with a request to reopen the MOU specifying the specific actions requested. The Association will have ten (10) days to accept or reject the request. If the employee organization accepts the request, the process will be as close as practicable to the Meet and Confer process. If the Association rejects the request, the City may take any actions legally permitted under state law, the City code, and/or ordinances.

ARTICLE 23: SAVINGS CLAUSE

- 1) If any article or section of this MOU should be held invalid by operation of laws or by a final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of the MOU will not be affected thereby. Upon issuance of such final decree, the parties, upon request of either of them, will meet and confer to endeavor to agree on a substitute provision or that such a substitute provision is not indicated.

IN WITNESS WHEREOF, the parties have set their hand on this 15th day of April 2025.

CITY OF EL MIRAGE:

EL MIRAGE POLICE EMPLOYEE ASSOCIATION:

BY: J. Crystal Dyches, City Manager

BY: Matthew Boice, EMPEA President

APPROVED AS TO FORM:

Justin Pierce, City Attorney

Witness

ATTEST:

Jill Boltz, City Clerk

ATTACHMENT 1

Step Pay Plan for Police Officers and Sergeants
Effective July 1, 2025

Police Officer	
Pay Step	Hourly Wage/Rate of Pay
Officer 1	\$ 33.13
Officer 2	\$ 34.79
Officer 3	\$ 36.53
Officer 4	\$ 38.35
Officer 5	\$ 40.27
Officer 6	\$ 42.28
Officer 7	\$ 44.40
Officer 8	\$ 46.62

Police Sergeant	
Pay Step	Hourly Wage/Rate of Pay
Sergeant 1	\$ 49.88
Sergeant 2	\$ 52.38
Sergeant 3	\$ 54.99
Sergeant 4	\$ 57.74
Sergeant 5	\$ 60.63

ATTACHMENT 2

Article 8: Uniform Allowance

The items listed below are typical start-up and replacement items that El Mirage Police Employees purchase on a semi-annual basis based on the need to carry out the mission of the Police Department and the needs of the employee. These items wear out quickly and are frequently exposed to high temperatures, bodily fluids, and other bio-hazard materials. The items listed below are based on pricing from FX Tactical Uniforms, Peoria, AZ. These items include, but are not limited to the following:

Item	2024 Price
Nylon Belt	\$59.99
Belt Keepers	\$17.99
Magazine Pouch	\$37.99
Nylon Pepper Spray Holder	\$26.99
Nylon Baton Holder	\$22.99
Nylon Handcuff Pouch	\$32.75
Shirts 2SS / 2LS (5.11 Navy Blue)	\$208.00
Patrol Pant - 2 Pairs (5.11 Navy Blue)	\$360.00
Baseball Cap -2	\$43.98
Boots - Danner Arcadia	\$429.99
Patrol Jacket (5.11 with Fleece Liner)	\$270.00
Raincoat with Reversible Reflective Liner	\$183.99
Patrol Gloves	\$50.00
Uniform Cleaning/Alterations/Polish	\$150.00
Total	\$1,894.66