

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

SUBJECT: SIGNIFICANT CHANGES TO THE TENTATIVE POLICE MOU

DATE: APRIL 2, 2025

The term of the current Memorandum of Understanding (MOU) between the City of El Mirage (COEM) and the El Mirage Police Employees Association (EMPEA) ends June 30, 2025.

Over the past three months, designated representatives of the City and the Police Association met and conferred regarding wages and other terms and conditions of employment, exchanged information, opinions, and proposals, and reached a tentative agreement. Management and the Police Association share the goal of effectively recruiting and retaining well-qualified employees and fostering and rewarding employees' performance, professional attitude, morale, and pride in work.

Significant changes to the Memorandum of Understanding (MOU) are detailed below and recommended by the City Manager.

- Revision of the disciplinary letter section to align with the policy manual and Police Department policy. (Article 2: Contractual Rights of the Parties).
- Revision of the tuition reimbursement language to align with the policy manual (Article 5: Tuition Reimbursement).
- Change the vacation leave language to match the policy manual (Article 6: Paid and Unpaid Leave).
- Replace the language on association dues from a payroll deduction process to a direct deposit process. (Article 2: Contractual Rights of the Parties; Contractual Rights and Responsibilities of the Association)
- Remove the release time language due to recent legal developments that directly affect the

release time provisions in the MOU.

- Revision to the step pay plans for the Police Officer and Police Sergeant positions to align with the 60th percentile of the market. The number of steps in the officer plan was reduced to align with the market for comparator cities.
- Implement a cost-of-living adjustment (COLA) to the Officer and Sergeant step pay plans during the agreement's second year and subsequent year. This adjustment will align with the COLA applied to the Classification and Compensation structure for non-MOU positions and employees. Additionally, Police Officer and Police Sergeant positions will be included in any city-wide compensation studies conducted throughout the agreement. The City will also apply the survey recommendations for the Officer and Sergeant pay step plans, consistent with those used for positions in the Classification and Compensation Structure. (Article 3: Wage; Step Plan Pay).
- Increase the 457-deferred compensation employer compensation from \$35.00 per pay period to \$100.00 per pay period in lieu of holiday closure leave. (Article 3: Wages; Deferred Compensation).
- Provide specialty assignment pay for assignments in the gang task force, neighborhood enforcement team, canine unit, traffic motor unit, or special weapons and tactics (SWAT). Assigned employees will receive an additional 5% to their base rate for one of the assignments/units listed. (Article 3: Wages; Premium Pay)
- Increase the on-call pay for Officers and Sergeants formally assigned to Investigations. Officer on-call pay will increase from \$2.00 to \$3.00 per hour, and Sergeant on-call pay will increase from \$4.00 to \$5.00 per hour. (Article 3: Wages; Additional Pay)
- Increase the guaranteed call-back hours paid when called back to work from two to four hours at the overtime rate. (Article 3: Wages; Additional Pay)
- Establish an association donation program. Employees can volunteer to donate vacation leave to the Association, which the leadership can use for Association-related business. (Article 6: Paid and Unpaid Leave; Leave Donation – Association Business)
- Increase the uniform allowance from \$1,350 to \$1,400 annually. (Article 8: Uniform Allowance). The City will budget and provide standard-issued items.
- Modify sick leave conversion upon retirement to sick leave conversation upon retirement eligibility. Employees who terminate employment with the City, who are eligible to receive normal retirement benefits, and who have accumulated a minimum number of sick leave hours receive 40-60% of their base hourly rate for unused sick leave. (Article 10: Sick Leave Conversion Upon Retirement Eligibility)
- Add voluntary decision-making language about vaccinations, outlining that members will not be required to undergo vaccinations as a condition of employment. (Article 13: Voluntary Decision Making – Vaccinations)

- Revise the hours of work language to include paid vacation for overtime calculations when employees are required to work additional hours/days in the same workweek as their prior scheduled vacation leave. (Article 14: Hours of Work).

The City Manager agreed to recommend a three-year agreement from July 1, 2025, to June 30, 2028. The estimated cost increase for employee compensation for fiscal year 2025-2026 is approximately \$903,748. The annual budget process will address the fiscal impacts of adopting this plan.

The proposed changes demonstrate the City's dedication to fostering positive relationships with the El Mirage Police Employees Association and represent a strategic move toward maintaining a productive and engaged workforce. We are grateful for the City Council's support in establishing a fair and sustainable Memorandum of Understanding (MOU) between the City and the Police Association.