



**Human Resources Department**  
10000 N. El Mirage Road, El Mirage 85335  
623-876-2949; Fax 623-876-4604; TDD 623-933-3258  
[www.elmirageaz.gov](http://www.elmirageaz.gov)

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## MEMORANDUM

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

**THRU: CITY MANAGER J. CRYSTAL DYCHES**

**FROM: HUMAN RESOURCES DIRECTOR DAWN KUREK**

**CC: DEPUTY CITY MANAGER ROBERT NILLES**  
**FIRE CHIEF MICHAEL LONG**

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

**DATE: APRIL 7, 2026**

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The term of the current Memorandum of Understanding (MOU) between the City of El Mirage (COEM) and the El Mirage Fire Fighters Association (EMFFA) ends on June 30, 2026. Over the past few months, designated representatives of the City and EMFFA met and conferred on wages and other terms and conditions of employment, exchanged information and proposals, and reached a tentative three-year agreement. Management and EMFFA aim to effectively recruit and retain well-qualified employees while fostering and rewarding their performance and professionalism.

Significant changes to the MOU are detailed below and recommended by the City Manager.

- Remove the release time language due to recent legal changes affecting release time provisions, and remove the requirement for representative designations for release time use.
- Apply the same annual cost-of-living adjustment (COLA) to the step pay plan as it applies to the Classification and Compensation structure for non-MOU employees. This COLA will be applied at the same time as the COLA for non-MOU employees. (Article 3: Wages)
- Include the positions covered by the Fire MOU in all citywide compensation studies and implement recommended changes to step pay plans and supplemental pay for Firefighter, Fire Engineer, and Fire Captain positions using the same guidelines applied to non-MOU positions. (Article 3: Wages)

- The step pay plans have been revised to align with the 60th percentile of the market, based on the 2025 compensation study recommendation. (Appendix A: Wages)
- Provide paramedic preceptor pay; employees designated by the Fire Chief as paramedic preceptors will receive an additional \$1.25 per hour to their base hourly rate when assigned to precept an El Mirage Fire Department employee who is in paramedic school. (Article 3: Wages)
- Increase the annual uniform allowance from \$1,200 to \$1,400 annually. (Article 10: Uniform Allowance)
- Expand the working-out-of-class article to provide interim assignment pay to employees assigned to perform the duties and assume the responsibilities of a higher classification for two consecutive seven-day periods. They will be paid at the first step of the higher position's step plan. (Article 12: Working Out of Class)
- Allow vacation leave to accrue beyond the maximum limit of five hundred seventy-six (576) hours during the year, while maintaining the carryover limit of five hundred seventy-six (576) hours to the following year. (Article 13: Paid and Unpaid Leave)
- Modify sick leave conversion upon retirement to sick leave conversion upon retirement eligibility. Employees who terminate employment with the City and are eligible for normal retirement benefits, and have accumulated a minimum number of sick leave hours, will receive 20-60% of their base hourly rate for unused sick leave; eligible accrued sick leave shall be converted into a monetary value and applied to the employee's Post Employment Health Plan (PEHP). (Article 10: Sick Leave Conversion Upon Retirement Eligibility)
- Establish a Leave Donation - Association Business plan. Employees can volunteer to donate their accrued vacation leave to the Association, which the Association leadership can use for Association-related business. (Article 13: Paid and Unpaid Leave)
- Remove the vacation leave payout program from the MOU with the revision of Article 13, expanding the limited use of accrued leave as hours worked.
- Revise the limited use of accrued leave as hours worked language to include paid vacation for overtime calculations when employees are assigned to work additional hours outside of their regular schedule in the same workweek. This only applies after vacation has been approved prior to the current pay period in which the overtime is worked. (Article 13: Paid and Unpaid Leave)
- Add voluntary decision-making language about vaccinations, outlining that members will not be required to undergo vaccinations as a condition of employment, unless mandated by federal or state law. (Article 15: Voluntary Decision Making - Vaccinations)
- Establish a three-year term of agreement, with a provision that during the second year of the MOU, upon written notice, the parties agree to reopen the MOU solely for the

purpose of negotiating adjustments to base rates of pay for implementation in the third year of the MOU. (Article 21: Term and Effect)

The proposed changes demonstrate the City's commitment to fostering positive relationships with the El Mirage Fire Fighters Association and reflect a strategic move to maintain 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 Fire Association.