

## **RESOLUTION NO. 24- 4732**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA ACCEPTING, APPROVING AND ADOPTING THE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MURRIETA AND THE MURRIETA GENERAL EMPLOYEES' ASSOCIATION FOR THE PERIOD JULY 1, 2022 THROUGH JUNE 30, 2024**

**WHEREAS**, in August of 2021, the City of Murrieta (City) approved closing a portion of Washington Avenue on the first and third Thursdays of each month to accommodate a street market, which was originally scheduled to end in October 2021, but due to its success the Market Nights organization asked the City to make the street closure a year-round event; and

**WHEREAS**, the City and the Market Nights organization subsequently entered into a Participation Agreement to make the Downtown Murrieta Market Nights Street Market a year-round event and utilized an outside contractor to provide traffic control to support the Downtown Murrieta Market Nights Street Market and protect vendors and attendees by directing traffic and preventing vehicles from entering the street closure area; and

**WHEREAS**, the City and the Murrieta General Employees' Association (MGEA) entered into a Memorandum of Understanding (MOU), adopted by City Council Resolution No. 23-4704, covering the period July 1, 2022 through June 30, 2024 (MGEA MOU 2022-24); and

**WHEREAS**, in August 2022, the City agreed it would purchase and deploy its own barricades, barriers, signage and other traffic control equipment to protect vendors and attendees at the Market Nights Street Market by directing traffic and preventing vehicles from entering the street closure area; and

**WHEREAS**, the City's participation in the deployment of barricades, barriers, signage, and other traffic control equipment to support the Downtown Murrieta Market Nights Street Market required additional City staffing and expanded work schedules to cover the nighttime events; and

**WHEREAS**, the Public Works Department created specific work schedules and pay practices for employees assigned to work the Downtown Murrieta Market Nights Street Market; and

**WHEREAS**, in or about June of 2023, a dispute arose between the City and MGEA regarding the City's Public Works Department's new staffing arrangements, including work schedules, standby time, and pay; and

**WHEREAS**, on or about September 19, 2023, MGEA submitted a formal written grievance regarding this dispute and alleging that the City failed to meet and confer with MGEA as required under the Meyers-Milius-Brown Act (MMBA) (Government Code sections 3500-3511) and the City's Employer-Employee Relations Resolution No. 93-214, before implementing the original new work schedules and pay practices and then later reneged on the new pay practices (MGEA Grievance); and

**WHEREAS**, the City and MGEA met and conferred in good faith regarding the MGEA Grievance and the underlying work schedule and pay issues in an effort to resolve the MGEA Grievance and reached a tentative agreement that require City Council approval due to the additional pay issues involved; and

**WHEREAS**, the City and MGEA desire to memorialize their tentative agreement through the means of a First Amendment to the MGEA MOU 2022-24 that addresses the staffing and pay issues resulting from the City's implementation of "Market Nights" events typically occurring twice per month and resolves the MGEA Grievance; and

**WHEREAS**, the City and MGEA's labor relations representatives have prepared the attached First Amendment to the MGEA MOU 2022-24, which includes a new paragraph D to Article 2.9 Call Out/Standby Pay language setting forth staffing and compensation procedures for "Market Nights" events as shown in the document attached hereto as Exhibit A; and

**WHEREAS**, the City Council now desires to amend the current MGEA MOU 2022-24 by accepting, adopting and implementing the attached First Amendment to the MGEA MOU 2022-24 to reflect the aforementioned changes and leaving all other provisions of the MGEA MOU 2022-24 in full force and effect.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** That the First Amendment to the MGEA MOU 2022-24 attached hereto as Exhibit A is adopted and shall be effective on April 16, 2024.

**PASSED, APPROVED, AND ADOPTED** this 16<sup>th</sup> day of April 2024, by the City Council of the City of Murrieta, State of California.

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Lori Stone, Mayor

ATTEST:

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Cristal McDonald, City Clerk

APPROVED AS TO FORM:

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Tiffany Israel, City Attorney

STATE OF CALIFORNIA     )  
COUNTY OF RIVERSIDE    )  
CITY OF MURRIETA         )

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Resolution No. 24-4732 was duly adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 16th day of April, 2024, and was signed by the mayor of the said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Cristal McDonald, City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF MURRIETA AND  
THE MURRIETA GENERAL EMPLOYEES' ASSOCIATION**

**FIRST AMENDMENT**



**JULY 1, 2022, TO JUNE 30, 2024**



**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF MURRIETA AND THE MURRIETA GENERAL EMPLOYEES' ASSOCIATION  
EFFECTIVE JULY 1, 2022 THROUGH JUNE 30, 2024**

This First Amendment to the Memorandum of Understanding between the City of Murrieta ("City") and the Murrieta General Employees' Association ("MGEA") effective July 1, 2022 through June 30, 2024 ("MGEA MOU 2022-24") is made and entered into by and between the City and the MGEA ("First Amendment").

**R E C I T A L S:**

WHEREAS, on September 19, 2023, the City Council of the City of Murrieta approved the MGEA MOU 2022-24 with the adoption of Resolution No. 23-4704;

WHEREAS, the City and MGEA's authorized labor relations representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), Gov't Code Sections 3500-3511, regarding a modification to the MGEA MOU 2022-24 to address staffing issues resulting from the City's implementation of the special event known as "Market Nights" which normally occurs twice a month and the formal Grievance filed by MGEA on or about September 19, 2023, regarding the City's alleged unilateral change of employees' compensation when assigned to work Market Nights events ("MGEA Grievance");

WHEREAS, the City and MGEA now desire to fully and finally settle the MGEA Grievance and amend the MGEA MOU 2022-24 to adopt and implement contract provisions to provide specific staffing guidance and special pay relative to staffing of Market Nights by MGEA-represented employees.

NOW, THEREFORE, it is hereby agreed that the MGEA MOU 2022-24 is amended by adding the following new subsection D (**bolded language**) only to ARTICLE 2.09 only and made effective as indicated:

**ARTICLE 2.09      CALL OUT / STANDBY PAY**

- A. Unit employees required to perform call-out or stand-by duties as described in Policy SOP #22 (Call-Out / Stand-by Policy) shall receive call-out benefits when returning to work after their normal shift and \$50.00 per day for each day assigned to stand-by duty. For each holiday included in a stand-by period, the affected employee shall receive an additional \$35.00.
- B. Traffic Signal Technician:  
When the Traffic Signal Technician is requested to respond from home after hours pursuant to Policy SOP # 22 to perform call-out duties, the CITY shall, in lieu of Standby Pay, compensate said ASSOCIATION member with a minimum of three (3) hours pay at time and one-half for each response.



It is further acknowledged by both the CITY and the ASSOCIATION that the Traffic Signal Technician is a single-incumbent classification. As such, the CITY understands that the ASSOCIATION member reserves the right to decline the call-out request if they feel that they are either unable to respond in a timely manner or is otherwise unfit for duty at the time the request is made. In such cases, the CITY shall call upon other resources to respond.

C. Public Safety Dispatchers:

Public Safety Dispatchers required to return to duty during off-duty time for training and meetings shall receive a minimum of two (2) hours pay at time and one-half based on their hourly rate.

D. Market Nights Staffing:

**MGEA will work collaboratively with the public works department to ensure there is proper staffing from employee volunteers to ensure safe and efficient Market Nights events. The City will avoid utilizing the City-wide on-call employee for Market Nights purposes but reserves the right to staff Market Nights consistent with operational needs and management rights. For purposes of staffing, the parties agree to the following procedures for MGEA represented employees:**

1. **A total of two (2) MGEA-represented employees may volunteer to work the Market Nights event selected on a first-come, first-served basis.**
2. **In the absence of volunteers, the City may assign qualified MGEA-represented employees to work the Market Nights on a rotating basis.**
3. **Employees volunteering to work Market Nights will be trained on the use of the Meridian Barrier equipment.**
4. **Employees working Market Nights immediately preceding a dark Friday shall be compensated with eight (8) hours of overtime to cover the extended shift, which will cover the hours 3:30 p.m. to 11:30 p.m., to include the regulated, standby working hours of 4:30 – 8:30 p.m. and portal-to-portal travel to and from the employee's home and the Market Nights event location.**
5. **Employees working Market Nights immediately preceding a regular Friday workday shall be compensated with six (6) hours of overtime to cover the extended shift, which will cover the hours 3:30 p.m. to 9:30 p.m., to include the regulated, standby working hours of 4:30 – 8:30 p.m. and portal-to-portal travel to and from the employee's home and the Market Nights event location.**
6. **Employees working the Market Nights event will be compensated as a shift extension; however, operationally, the work will be treated as a "split shift" where the employee completes their regular workday at 3:30 p.m., begins the shift extension/split shift at 3:30 and works until the initial set up for the road closures and signage is complete, normally at 4:30 p.m. The employees are then released from the event site and from further assignment until they are required to return promptly at 8:30 p.m. or as designated by management.**



7. **Employees are expected to return promptly to the event site at 8:30 p.m., or earlier as may be required due to operational needs, as defined by management. Employees are expected to be on time, and ready to perform the full range of duties required for this event.**
8. **At 9 p.m., or as soon as practical, the employees will begin reversing the signage and closure process. Employees who work beyond 11:30, preceding a dark Friday, due to a delay in the closure of the streets, will be paid for the time of the extension. Pre-approval of the duty supervisor or department management is required for extension of work hours beyond 11:30 p.m.**
9. **During the time the employee is being compensated for the split shift, they are prohibited from participating in any activity that would delay or otherwise prohibit their timely return or operational readiness for the completion of the shift extension. This prohibition includes the consumption or use of alcohol, marijuana, unexplained legal prescription medications, or any illegal substances.**
10. **Employees working the Market Nights event will submit their timecard to reflect their normally scheduled work shift, and will identify the additional six (6) or eight (8) hours of overtime on their timecard with the newly created payroll code of "Market Nights".**
11. **Employees may request the use of a City pool vehicle to avoid the use of their personal vehicles. Vehicles are available on a first-come, first-served basis, and there is no right to have a City-provided vehicle.**
12. **The City shall provide overtime compensation to all employees covered by this MOU and working the Market Nights event as required by the Fair Labor Standard Act (FLSA). Only actual hours worked during the Market Nights event shall be credited towards computation of FLSA overtime.**
13. **Represented employees still employed by the City upon the adoption of this First Amendment, who worked Market Nights events since July 1, 2023, shall be paid within a reasonable time of the adoption of this First Amendment, without interest, a lump sum amount to be determined by the difference between what they were actually paid to date and the pay practices adopted in this ARTICLE 2.09, paragraph D, calculated retroactively from July 1, 2023 to present, but paid in 2024.**

The representatives of the City and of the MGEA have jointly prepared this First Amendment to the MGEA MOU 2022-22, and jointly present it to City Council of the City of Murrieta for determination pursuant to Government Code section 3505.1. Except as expressly provided for in this First Amendment to the MGEA MOU 2022-24, all other provisions of the MGEA MOU 2022-24 shall remain in full force and effect. The parties also acknowledge that this First Amendment to the MGEA MOU 2022-24 shall not be in full force and effect until adopted by resolution by the City Council of the City of Murrieta. Subject to the foregoing and in witness whereof, this First Amendment is hereby executed by the authorized representatives of the



City and the MGEA and entered into as of this 16 day of April 2024.

**IT IS SO AGREED:**

**CITY OF MURRIETA**

**Murrieta General Employees Association**

By: \_\_\_\_\_  
Kim Summers  
City Manager

By: \_\_\_\_\_  
Jerry Aldridge  
President

**Attest:**

By: \_\_\_\_\_  
Cristal McDonald  
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER LLP

By: \_\_\_\_\_  
Tiffany Israel  
City Attorney

CITY EMPLOYEES ASSOCIATES

By: \_\_\_\_\_  
Joscelynn Gadzinski  
Labor Relations Attorney for MGEA