

## **RESOLUTION NO. 26-4948**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA APPROVING A TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MURRIETA AND THE MURRIETA FIRE MANAGEMENT ASSOCIATION FOR THE PERIOD JULY 1, 2026, THROUGH JUNE 30, 2029**

**WHEREAS**, the City of Murrieta (“City”) endeavors to recruit and retain the most qualified and talented employees to serve its citizens; and

**WHEREAS**, the compensation and benefits offered by the City to its employees are designed to aid in the City’s employee recruitment and retention efforts; and

**WHEREAS**, Section 36506 of the California Government Code requires that the City Council of the City fix the compensation of all appointive officers and employees by resolution or ordinance; and

**WHEREAS**, on April 1, 2025, the City Council adopted Resolution No. 25-4818, adopting and implementing a Memorandum of Understanding (“MOU”) between the City of Murrieta and the Murrieta Fire Management Association (“MFMA”) effective for the period July 1, 2023, through June 30, 2026; and

**WHEREAS**, the City and MFMA have met and conferred in good faith and have prepared a written Tentative Agreement on a fair and equitable package of compensation and benefits for a successor MFMA MOU for the period July 1, 2026 through June 30, 2029 (“MFMA MOU 2026-29”) subject to MFMA ratification and City Council approval, pursuant to the Meyers-Milias-Brown Act (“MMBA”) (Government Code sections 3500-3511) and the City’s Employer-Employee Relations Resolution No. 93-214; and

**WHEREAS**, the members of the MFMA have voted to ratify the Tentative Agreement and the labor representatives of the City and the MFMA have executed the Tentative Agreement, which is still subject to City Council approval; and

**WHEREAS**, the MMBA provides in Section 3505.1:

“If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organization, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding.”

**WHEREAS**, once the City Council adopts the Tentative Agreement for the MFMA MOU 2026-29, the parties are required to jointly prepare a written MOU to present to the City Council at a later date for consideration, adoption, and implementation consistent with the Tentative Agreement; and

**WHEREAS**, once approved by the City Council, the Tentative Agreement and the successor MFMA MOU 2026-29 become binding agreements between the parties, each in their own right; and

**WHEREAS**, upon City Council approval of the Tentative Agreement, the compensation and benefit changes outlined therein shall be implemented and incorporated into the Annual Operating Budget for Fiscal Year 2026/27; and

**WHEREAS**, the City Council, having considered the Tentative Agreement, desires to accept, adopt, and implement the Tentative Agreement for the Successor MFMA MOU 2026-29.

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

**Section 1.** The recitals set forth above are true and correct and incorporated herein by this reference.

**Section 2.** The executed Tentative Agreement for a successor MFMA MOU for the period of July 1, 2026 – June 30, 2029, a fully executed copy of which is attached hereto as Exhibit A, is accepted, approved, adopted, and implemented as stated therein.

**Section 3.** The labor representatives of the City and MFMA are directed to jointly prepare a written successor memorandum of understanding in accordance with the Tentative Agreement and present same to the City Council at a future date for its consideration, approval, and adoption.

**Section 4** The Fiscal Year 2026/27 Operating Budget shall be amended to reflect the increased compensation and benefits authorized by the Tentative Agreement for a successor MFMA MOU 2026-29, and any needed appropriations shall be brought back to the City Council for formal approval and adoption.

**Section 5.** The City Clerk shall certify the adoption of this resolution and deem it effective and implemented as of June 16, 2026, the same shall be in full force and effect.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of June, 2026.

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Jon Levell, 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. 26-4948 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 16th day of June, 2026, 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

# **EXHIBIT A**

**Tentative Agreement for a Successor Memorandum of Understanding  
Between the City of Murrieta and the Murrieta Fire Management Association**



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**TENTATIVE AGREEMENT**  
**FOR A SUCCESSOR MOU BETWEEN THE CITY OF MURRIETA AND**  
**MURRIETA FIRE MANAGEMENT ASSOCIATION**  
**JUNE 8, 2026**

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The current Memorandum of Understanding (MOU) between the City of Murrieta (City) and the Murrieta Fire Management Association (MFMA or Association), adopted by City Council Resolution No. 25-4818 covering the period July 1, 2023, through June 30, 2026 (MFMA MOU 2023-26), is set to expire June 30, 2026. MFMA currently represents 4 total City employees, including 3 Fire Battalion Chiefs and 1 Fire Division Chief.

Pursuant to the Meyer-Millias-Brown Act ("MMBA") (Gov't Code Section 3500 – 3511) and the City's Employer-Employee Relations Resolution No. 93-214, the labor relations representatives of the City and the Association commenced labor negotiations for a successor MOU with their first meeting on March 11, 2026. The parties met again on March 25, 2026, April 9, 2026, April 27, 2026, May 4, 2026, May 14, 2026, and May 29, 2026. The parties exchanged multiple proposals and counter proposals for a successor MOU during this time and up through and including June 2, 2026. On June 8, 2026, the Association notified the City that the Association's membership had voted to approve the City's latest revised Proposal #4 dated June 2, 2026. Accordingly, the City and the Association have reached a Tentative Agreement on the deal terms for a successor MFMA MOU covering the period from July 1, 2026, through June 30, 2029, as set forth in this document.

All items affecting compensation within the current MFMA MOU 2023-26 not addressed herein are proposed to remain unchanged. The parties intend to prepare a redlined version of the successor MOU, which will include additional cleanup edits and language changes, subject to meet-and-confer. In addition, any language that has a sunset will be deemed to have no further force or effect. The following deal terms were ratified by the Association, but remain subject to formal approval and adoption by the City Council per the MMBA and specifically California Government Code Section 3505.1, which provides:

"If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding."

**CITY – MFA MOU 2026-29 TENTATIVE AGREEMENT BY MOU ARTICLE**

<b>MOU ARTICLE</b>	<b>TENTATIVE AGREEMENT</b>
<b>Term of MOU</b> Article 1.05	July 1, 2026, through June 30, 2029

<b>MOU ARTICLE</b>	<b>TENTATIVE AGREEMENT</b>
<b>Probation Period</b> Article 1.10	<p><b>Replace the current language in Article 1.10, in its entirety, with the following:</b></p> <p>A. All newly hired CITY employees represented by the ASSOCIATION shall serve a twelve (12) month probation period commencing on the effective date of employment.</p> <p>B. Existing CITY employees promoted to a higher rank shall serve a six (6) month probationary period. The Fire Chief may extend the probationary period for promoted employees by up to an additional six (6) months, for a total of twelve (12) months.</p> <p>C. Any former employee recalled from a lay-off action shall serve a six (6) month probation period commencing on the effective date of employment.</p> <p>D. All employees serving a probation period shall, in accordance with CITY policies, receive a performance evaluation during their probation period. However, probationers shall not be eligible for merit increases before the twelfth (12th) month of their probationary period.</p> <p>E. Probationary employees shall have no grievance rights under Article 4.03 of this MOU.</p> <p>F. Internal promotional appointments retain grievance rights under this MOU. However, internal promotional appointments cannot grieve failure to pass probation.</p>

<b>MOU ARTICLE</b>	<b>TENTATIVE AGREEMENT</b>
<b>Compensation</b> Article 2.01	<p><b>Replace the current language in Article 2.01, paragraphs A., B., and C., in their entirety, with the following:</b></p> <p><b><u>A. Year 1</u></b> Effective the pay period beginning July 12, 2026, or the first full pay period after City Council approval of the tentative agreement, whichever is later, the base pay of all represented employees will increase by a two percent (2.0%) cost-of-living adjustment (COLA).</p> <p><b><u>B. Year 2</u></b> Base COLA - Effective the pay period beginning July 11, 2027, the base pay of all represented employees will increase by a two percent (2.0%) COLA.</p> <p><b><u>C. Year 3</u></b> Base COLA - Effective the pay period beginning July 9, 2028, the base pay of all represented employees will increase by a two percent (2.0%) COLA.</p>

MOU ARTICLE	TENTATIVE AGREEMENT
<p><b>Compensation</b> Article 2.01</p>	<p><b>Add the following language in Article 2.01, as a new paragraph:</b></p> <p>The salary range for each classification will consist of five (5) steps (“A” through “E”), with each consecutive step set at a five percent (5%) increase over the preceding step.</p>

MOU ARTICLE	TENTATIVE AGREEMENT
<p><b>Compensation</b> Article 2.01</p>	<p><b>Delete Article 2.01 paragraph G, and add the following language as a new Article within Section 2 (Compensation), Subsection A (Wages):</b></p> <p><b>New Article 2.XX Longevity Pay</b></p> <ul style="list-style-type: none"> <li>A. Employees with ten (10) full years of CITY sworn service shall receive longevity pay in the amount of two thousand dollars (\$2,000) annually, paid biweekly over twenty-six (26) pay periods. This new 10-year longevity pay tier shall become effective on the first full pay period following City Council approval of the tentative agreement and completion of necessary payroll implementation, whichever occurs later.</li> <li>B. The base pay of all represented employees with fifteen (15) full years of CITY sworn service shall receive a two percent (2%) base salary increase. Employees with fifteen (15) full years of CITY sworn service shall continue to receive longevity pay in the amount of two thousand dollars (\$2,000) annually, paid biweekly over twenty-six (26) pay periods. The additional \$2,000 longevity pay shall become effective on the first full pay period following City Council approval of the tentative agreement and completion of necessary payroll implementation, whichever occurs later.</li> <li>C. The base pay of all represented employees with twenty (20) full years of CITY sworn service shall receive an additional three percent (3%) base salary increase, for a combined total base salary increase of five percent (5%). Employees with twenty (20) full years of CITY sworn service shall continue to receive longevity pay in the amount of two thousand dollars (\$2,000) annually, paid biweekly over twenty-six (26) pay periods. The additional \$2,000 longevity pay shall become effective on the first full pay period following City Council approval of the tentative agreement and completion of necessary payroll implementation, whichever occurs later.</li> </ul>

MOU ARTICLE	TENTATIVE AGREEMENT
<p><b>Total Compensation</b> Article 2.02</p>	<p><b>Replace the current language in Article 2.02, in its entirety, with the following:</b></p> <p>The City endeavors to maintain salaries and benefits that are comparable in the local market to attract and retain qualified employees.</p> <p>A. <u>Comparable Cities</u>. The CITY and ASSOCIATION agree that, when collecting information regarding total compensation or elements of total compensation, the following agencies will be surveyed:</p> <p>Cathedral City, Corona, Chino Valley Fire District, Escondido, Hemet, Ontario, Orange, and Palm Springs.</p>

<p><b>Total Compensation Cont'd</b> Article 2.02</p>	<p>B. <u>Total Compensation Survey Categories.</u> The combination of salaries and benefits is known as total compensation. The CITY and ASSOCIATION agree that total compensation shall consist of the following, as applicable and as may be provided by the CITY:</p> <p>Base salary (top step) for each classification, and member retirement contribution paid by employer, employer retirement contribution paid by employer, health care contribution (including employer contribution for medical, dental, vision, and life insurance), uniform allowance, holiday leave, vacation leave, sick leave, paramedic pay, education incentive pay, special assignment incentive pay, tuition reimbursement, longevity pay, and employer-sponsored plan contributions (e.g., deferred compensation, retiree medical trust contributions, long-term disability).</p> <p>C. This Article does not bind the CITY to establish base salary nor total compensation based upon a local market survey, nor does it bind the CITY to establish salary or total compensation at any particular point within the market.</p>
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MOU ARTICLE	TENTATIVE AGREEMENT
<p><b>Overtime Hours</b> Article 2.03</p>	<p><b>Replace Article 2.03, subsection A. (Fifty-Six Hour Personnel), paragraphs 1 and 3, in their entirety, with the following:</b></p> <p>1. Employees assigned to 24-hour shifts and working a 48/96 schedule shall be subject to an eighteen (18) day work period pursuant to Section 7(k) of the Fair Labor Standards Act (FLSA). Hours worked in excess of the applicable FLSA overtime threshold for the established work period shall be compensated in accordance with the FLSA at one and one-half (1.5) times the employee’s regular rate of pay.</p> <p>3. One hundred six (106) hours in each biweekly pay period shall be compensated at the employee’s base hourly rate. In recognition of the scheduled hours regularly worked by fifty-six-hour personnel, an additional 6.308 hours in each biweekly pay period shall be compensated at one and one-half (1.5) times the employee’s regular rate of pay, as defined by the Fair Labor Standards Act (FLSA).</p>

MOU ARTICLE	TENTATIVE AGREEMENT
<p><b>Education Pay Incentive</b> Article 2.09</p>	<p><b>Replace the current language in Article 2.09, in its entirety, with the following:</b></p> <p>The Fire Division Chief, Fire Battalion Chiefs, and the Fire Battalion Chief on Administrative Assignment pursuant to Article 2.10, who have attained the following educational achievement, shall receive the corresponding Educational Pay Incentive:</p> <p style="text-align: center;"><b>Bachelor’s Degree – Five percent (5%) base pay increase.</b></p> <p>Effective July 11, 2027, the Fire Division Chief shall be the only classification eligible to receive the following Educational Pay Incentive.</p> <p style="text-align: center;"><b>Master’s Degree – Fifteen thousand dollars (\$15,000) annually, paid biweekly over twenty-six (26) pay periods.</b></p>

<p><b>Education Pay Incentive Cont'd</b> Article 2.09</p>	<p>A. Employees shall be eligible to receive only one Educational Pay Incentive under this Article. Effective July 11, 2027, Fire Battalion Chiefs and the Fire Battalion Chief on Administrative Assignment pursuant to Article 2.10 shall only be eligible for the Bachelor’s Degree Educational Pay Incentive, and the Fire Division Chief shall be eligible to receive either the Bachelor’s Degree Educational Pay Incentive or the Master’s Degree Educational Pay Incentive, but not both.</p> <p>B. The above degrees must be directly related to the performance of the duties associated with the classification.</p> <p>C. The applicable Educational Pay Incentive shall commence on the first full pay period following the employee’s submission of proof of the applicable educational qualification and approval by the Department and Human Resources.</p>
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MOU ARTICLE	TENTATIVE AGREEMENT
<p><b>Compensation</b> New Article</p>	<p><b>Add the following language as a new Article within Section 2 (Compensation), Subsection A (Wages):</b></p> <p><b>New Article 2.XX Paramedic License Incentive</b></p> <p>Effective the pay period beginning July 9, 2028, represented employees who possess and maintain a valid paramedic license shall receive a Paramedic License Incentive of three thousand six hundred dollars (\$3,600) annually, paid biweekly over twenty-six (26) pay periods.</p> <p>For employees who obtain a paramedic license after July 9, 2028, the Paramedic License Incentive shall commence on the first full pay period following submission of proof of the paramedic license and approval by the Department and Human Resources.</p>

MOU ARTICLE	TENTATIVE AGREEMENT
<p><b>Health Benefits (Medical, Dental, and Vision)</b> Article 2.13</p>	<p><b>Replace the current language in Article 2.23, Paragraph A., in its entirety, with the following:</b></p> <p><b>A. CAFETERIA PLAN</b></p> <p>The City of Murrieta is a contracting agency under the Public Employees’ Medical and Hospital Care Act (PEMHCA). Government Code section 22892 establishes the Minimum Employer Contribution (MEC) required for participation in PEMHCA health benefits.</p> <p>For calendar year 2026, the CITY shall provide each represented employee a monthly contribution of two thousand three hundred thirty-four dollars and thirty-three cents (\$2,334.33) through a Section 125 Cafeteria Plan, inclusive of the applicable MEC amount. Represented employees may use the monthly contribution toward eligible health benefit expenses, including health insurance premiums. Employees shall be responsible for any cost exceeding the CITY’s monthly contribution based upon the health plan selected.</p> <p>The total monthly contribution shall be subject to the following restrictions:</p> <p style="padding-left: 40px;">a. Up to nine hundred thirty-three dollars and forty-three cents (\$933.43) of the CITY contribution may be used only for health insurance premiums. The remaining amount may be used</p>

<p><b>Health Benefits (Medical, Dental, and Vision) Cont'd</b> Article 2.13</p>	<p>for other allowable Section 125 Cafeteria Plan expenditures, including health insurance premiums and Flexible Spending Account contributions.</p> <p style="padding-left: 40px;">b. No portion of the CITY contribution shall be paid to the employee as taxable cash-in-lieu.</p> <p style="padding-left: 40px;">c. No portion of the CITY contribution shall be contributed to a deferred compensation plan.</p> <p>The CITY's monthly contribution, currently two thousand three hundred thirty-four dollars and thirty-three cents (\$2,334.33), shall be adjusted effective January 1, 2027, and each January thereafter, to an amount equal to the lowest-cost monthly family premium for a CalPERS-sponsored HMO health insurance plan in Region 3 (Los Angeles, Riverside, and San Bernardino Counties), excluding Health Net Salud y Más, plus three hundred forty-four dollars (\$344). The contribution amount includes the MEC amount.</p> <p>For example, if the applicable premium is two thousand dollars (\$2,000) per month, the CITY's monthly contribution shall be two thousand three hundred forty-four dollars (\$2,344).</p> <p>In the event the applicable premium decreases from one January to the next, the CITY shall continue paying the contribution amount in effect immediately prior to the decrease. No further increase in the CITY contribution shall be required unless and until the applicable premium exceeds the highest premium previously used to calculate the CITY contribution. At that time, the CITY contribution shall again be adjusted in accordance with the formula set forth above.</p>
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MOU ARTICLE	TENTATIVE AGREEMENT
<p><b>Deferred Compensation Plan</b> Article 2.18</p>	<p><b>Replace the current language in Article 2.18, in its entirety, with the following:</b></p> <p>Employees may participate in a CITY-sponsored 457 Deferred Compensation Program through voluntary employee contributions.</p>

MOU ARTICLE	TENTATIVE AGREEMENT
<p><b>Retiree Medical Trust Fund</b> Article 2.20</p>	<p><b>Replace the current language in Article 2.20, Paragraph C., in its entirety, with the following:</b></p> <p>C. <b>EMPLOYER CONTRIBUTION AMOUNT.</b> The CITY shall make a \$200.00 per-month pre-tax contribution for every employee in Tier 1 and Tier 2 of the Defined Class. No employee in the Defined Class shall be permitted to opt out or receive any portion of the City's contribution in cash.</p>

MOU ARTICLE	TENTATIVE AGREEMENT
<p><b>Holiday Leave Bank for 56-Hour Employees</b> Article 3.03</p>	<p><b>Replace the current language in Article 3.03, paragraph C., in its entirety, with the following:</b></p> <p>C. Represented employees may request a cash-out of unused Holiday Leave hours in November of each year, including Holiday Leave hours anticipated to be earned through the remainder of the calendar year. Approved Holiday Leave cash-outs shall be paid on the first payday in December at the employee’s current rate of pay. The Finance Department shall provide the required request form, and requests must be submitted by the specified deadline.</p> <p>Effective June 1 of each year, employees may no longer use accrued Holiday Leave hours. Any earned and unused Holiday Leave balance remaining as of June 1 shall be automatically cashed out on the second payday in June at the employee’s current rate of pay.</p>

MOU ARTICLE	TENTATIVE AGREEMENT
<p><b>Bereavement Leave</b> Article 3.09</p>	<p><b>Replace the current language in Article 3.09, paragraph B., in its entirety, with the following:</b></p> <p>B. An employee may take up to five (5) days of Bereavement Leave upon the death of a member of the employee’s immediate family. Bereavement Leave shall be City-paid up to the following maximum hours:</p> <p>56-Hour Personnel – Up to forty-eight (48) hours 40-Hour Personnel – Up to thirty-four (34) hours</p> <p>Any portion of the five-day Bereavement Leave entitlement exceeding the City-paid hours listed above, as well as any additional approved time off authorized by the Department Head, shall be unpaid unless the employee elects to use accrued and available Annual Leave, Administrative Leave, Vacation Leave, Sick Leave, and/or Compensatory Time.</p>

**IT IS SO AGREED:**

**City of Murrieta**

**Murrieta Firefighters Association**

*Justin Clifton*

*Joe Bourque*

Justin Clifton, City Manager

Joseph Bourque, President

*Diego Chavez*

*Sean DeGrave*

Diego Chavez, Administrative Services Director

Sean DeGrave, Vice-President