

RESOLUTION NO. 26-4957

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 POLICE OFFICERS 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 August 20, 2024, the City Council adopted Resolution No. 24-4775, adopting and implementing a Memorandum of Understanding (“MOU”) between the City of Murrieta and the Murrieta Police Officers Association (“MPOA”) effective for the period July 1, 2023 through June 30, 2026; and

WHEREAS, the City and MPOA 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 MPOA MOU for the period July 1, 2026 through June 30, 2029 (“MPOA MOU 2026-29”) subject to MPOA 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 MPOA have voted to ratify the Tentative Agreement and the labor representatives of the City and the MPOA 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 MPOA 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 MPOA 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 MPOA 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 MPOA 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 MPOA 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 will be amended to reflect the increased compensation and benefits authorized by the adoption of the Tentative Agreement for a successor MPOA 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 July 7, 2026, the same shall be in full force and effect.

PASSED AND ADOPTED this 7th day of July 2026.

Jon Levell, Mayor

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:

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. 26-4957 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 7th day of July, 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:

Cristal McDonald, City Clerk

EXHIBIT A

**Tentative Agreement for a Successor Memorandum of Understanding
Between the City of Murrieta and
the Murrieta Police Officers Association**



TENTATIVE AGREEMENT

**FOR A SUCCESSOR MOU BETWEEN THE CITY OF MURRIETA AND
THE MURRIETA POLICE OFFICERS ASSOCIATION**

JUNE 22, 2026

The current Memorandum of Understanding (MOU) between the City of Murrieta (City) and the Murrieta Police Officers Association (MPOA or Association), adopted by City Council Resolution No. 24-4775 covering the period July 1, 2023, through June 30, 2026 (MPOA MOU 2023-26), is set to expire June 30, 2026. MPOA currently represents 104 total City employees, including 71 Police Officers, 10 Police Corporals, 6 Police Detectives, 15 Police Sergeants, and 2 Traffic Investigators.

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 February 18, 2026. The parties met again on March 5, 2026, March 18, 2026, April 9, 2026, April 27, 2026, May 5, 2026, May 14, 2026, June 15, 2026, and June 18, 2026. The parties exchanged proposals and counter proposals for a successor MOU during this time and up through and including June 17, 2026. On June 21, 2026, the Association notified the City that the Association's membership had voted to approve the City's latest revised Proposal #4 dated June 17, 2026. Accordingly, the City and the Association have reached a Tentative Agreement on the deal terms for a successor MPOA 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 MPOA 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 – MPOA MOU 2026-29 TENTATIVE AGREEMENT BY MOU ARTICLE

MOU ARTICLE	TENTATIVE AGREEMENT
Term Article 1.07	<p>Replace the current language in Article 1.07, in its entirety, with the following:</p> <p>This Agreement shall become effective July 1, 2026 (except where otherwise indicated) and shall remain in effect until June 30, 2029.</p>

MOU ARTICLE	TENTATIVE AGREEMENT
Salaries Article 2.01	<p>Replace the current language in Article 2.01, paragraph A (Salary Schedules) in its entirety, with the following:</p> <p>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>The City and the Association agree that no COLA shall be provided effective July 2027 or July 2028.</p>

MOU ARTICLE	TENTATIVE AGREEMENT
Total Compensation Article 2.03	<p>Replace the current language in Article 2.03, in its entirety, with the following:</p> <p>In order to attract and retain qualified sworn police employees, the CITY endeavors to maintain salaries and benefits that are comparable in the local market.</p> <p>A. <u>Definition.</u> The combination of salaries and benefits is known as total compensation. 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, 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, bereavement leave, educational pay incentives, special assignment pay (e.g., School Resource Officer Pay, Canine Handler Pay, Motorcycle Officer Pay, Admin Sergeant Pay), tuition reimbursement, longevity pay, and employer-sponsored plan contributions (e.g., deferred compensation, long-term disability).</p> <p>B. <u>Comparable Cities.</u> CITY and ASSOCIATION agree that, when collecting information regarding total compensation or elements of total compensation, the following cities will be surveyed: Carlsbad, Riverside County, Escondido, Chino, Corona, Indio, Oceanside, Menifee, Redlands, and Hemet.</p> <p>C. This Article does not obligate the CITY to establish base salary or total compensation based on any local market survey, nor does it require the CITY to establish compensation at any specific market position, ranking, or percentile.</p>

MOU ARTICLE	TENTATIVE AGREEMENT
<p>Insurance Article 2.06</p>	<p>Replace the current language in Article 2.06, subsection F (Cafeteria Plan) in its entirety, with the following:</p> <p>F. "Cafeteria Plan." The CITY shall provide a "cafeteria plan" benefit for represented employees.</p> <p>The CITY shall provide funding for medical and related expenditures as follows:</p> <p>The City of Murrieta is a contracting agency for participation under PEMHCA. Government Code §22892 sets the minimum employer contributions required for enrollment in the Act.</p> <p>The CITY contribution for health insurance for purposes of the Act shall be the minimum monthly contribution required by PEMHCA and shall be adjusted to reflect changes in the minimum employer contribution requirements.</p> <p>In addition to the monthly MEC, as that number may from time to time change, the CITY shall fund a Section 125 cafeteria plan on behalf of each employee in the following amount, which includes the MEC:</p> <ul style="list-style-type: none"> • Effective the first payday in calendar year 2026, the total monthly contribution shall be one thousand eight hundred twenty-six dollars and ninety cents (\$1,826.90). • Effective the first payday in calendar year 2027, the total monthly contribution shall be two thousand dollars (\$2,000.00), which shall remain in effect through calendar year 2028. • Effective the first payday in calendar year 2029, the total monthly contribution shall be two thousand and fifty dollars (\$2,050.00). <p><u>The total monthly contribution has the following restrictions:</u></p> <p>a. Up to \$933.43 of the Cafeteria Plan may be utilized only for medical insurance premiums. The remaining amount may be used for other allowable "Cafeteria Plan" expenditures, such as medical premiums and Flexible Spending Account contributions.</p> <p>b. No provision for cash-in-lieu (a taxable cash payment).</p> <p>c. No provision for a Deferred Compensation contribution from the CITY's monthly contribution.</p>

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<p>Educational Incentive Pay Article 2.08</p>	<p>Replace the current language in Article 2.08, in its entirety, with the following:</p> <p>2.08 EDUCATIONAL PAY INCENTIVE</p> <p>The Educational Pay Incentive tiers, effective July 1, 2007, are as follows. Represented employees shall be entitled to payment for only one Educational Pay Incentive.</p> <table border="1" data-bbox="344 436 1421 701"> <thead> <tr> <th data-bbox="344 436 873 474">Educational Achievement</th> <th data-bbox="873 436 1421 474">Pay Incentive</th> </tr> </thead> <tbody> <tr> <td data-bbox="344 474 873 552">Possession of an Advanced POST Certificate</td> <td data-bbox="873 474 1421 552">\$3.00 per hour</td> </tr> <tr> <td data-bbox="344 552 873 627">Possession of a Bachelor’s Degree from an accredited college or university.</td> <td data-bbox="873 552 1421 627">\$3.75 per hour</td> </tr> <tr> <td data-bbox="344 627 873 701">Possession of a Master’s Degree from an accredited college or university.</td> <td data-bbox="873 627 1421 701">\$4.50 per hour</td> </tr> </tbody> </table> <p>The following Educational Pay Incentive tiers shall replace the above incentives and 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. 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<p>Educational Incentive Pay Cont'd Article 2.08</p>	<p>A. Educational Pay Incentives shall apply only to educational degrees and professional certifications attained beyond the minimum qualifications required for the employee's position.</p> <p>B. 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> <p>C. The Educational Pay Incentive will be paid to employees on a biweekly basis over 26 pay periods.</p> <p>D. To the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Sections 571(a)(2) and 571.1(b) Education Pay – Education Incentive. However, CalPERS makes the final determination on whether any pay is pensionable.</p>
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MOU ARTICLE	TENTATIVE AGREEMENT
<p>Re-Openers Article 4.12</p>	<p>Replace the current language in Article 4.12, in its entirety, with the following:</p> <p>ARTICLE 4.12 DISCUSSION ITEMS DURING THE TERM OF THE MOU</p> <p>The parties agree to meet and discuss the following topics during the term of this MOU. Nothing in this Article shall require either party to agree to any proposal, modification, side letter, policy change, or amendment to this MOU unless mutually agreed in writing.</p> <ol style="list-style-type: none"> 1. Potential updates to the City's Employer-Employee Relations Resolution and/or local labor relations rules and procedures. 2. Potential updates to City policies, Personnel Rules, and the Police Department Policy Manual. 3. If AB 1383 (Public employees' retirement benefits for safety members) is enacted, the parties agree to review and discuss the legislation. Such discussions shall occur no earlier than July 1, 2028, unless applicable law requires earlier bargaining. 4. Upon the recommendation of the Police Chief, the parties may discuss the addition of a new special assignment pay or other special compensation for an assignment not currently identified in Article 2.02.

IT IS SO AGREED:

City of Murrieta

Justin Clifton

Justin Clifton, City Manager

Diego Chavez

Diego Chavez, Administrative Services Director

Murrieta Police Management Association

Evan Power

Evan Power, President

Norbert Moll

Norbert Moll, Vice President

Reid Leitch

Reid Leitch, Treasurer

Mike Mulligan

Mike Mulligan, Secretary