

RESOLUTION NO. 26-4947

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 FIREFIGHTERS 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 June 3, 2025, the City Council adopted Resolution No. 25-4833, adopting and implementing a Memorandum of Understanding (“MOU”) between the City of Murrieta and the Murrieta Firefighters Association (“MFA”) effective for the period July 1, 2023, through June 30, 2026; and

WHEREAS, the City and MFA 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 MFA MOU for the period July 1, 2026 through June 30, 2029 (“MFA MOU 2026-29”) subject to MFA 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 MFA have voted to ratify the Tentative Agreement and the labor representatives of the City and the MFA 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 MFA 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 MFA 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 MFA 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 MFA 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 MFA 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 MFA 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 16th day of June, 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. 26-4947 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:

Cristal McDonald, City Clerk

EXHIBIT A

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



**TENTATIVE AGREEMENT
FOR A SUCCESSOR MOU BETWEEN THE CITY OF MURRIETA AND
THE MURRIETA FIREFIGHTERS ASSOCIATION
JUNE 2, 2026**

The current Memorandum of Understanding (MOU) between the City of Murrieta (City) and the Murrieta Firefighters Association, IAFF Local 3540 (MFA or Association), adopted by City Council Resolution No. 25-4833 covering the period July 1, 2023, through June 30, 2026 (MFA MOU 2023-26), is set to expire June 30, 2026. MFA currently represents 59 total City employees, including 27 Firefighter/Paramedics, 15 Fire Engineers, and 17 Fire Captains.

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 3, 2026. The parties subsequently met again on March 18, 2026, April 3, 2026, April 9, 2026, April 27, 2026, May 4, 2026, and May 13, 2026. The parties exchanged multiple proposals and counter proposals for a successor MOU during this time and up through and including May 27, 2026. On June 1, 2026, the Association notified the City that the Association’s membership had voted to approve the City’s latest Proposal #3 dated May 27, 2026. Accordingly, the City and the Association have reached a Tentative Agreement on the deal terms for a successor MFA 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 MFA 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

MOU ARTICLE	TENTATIVE AGREEMENT
<p>Term of MOU Article 1.04</p>	<p>Replace the current language in Article 1.04 in its entirety with the following:</p> <p>The term of this MOU shall be from July 1, 2026, through June 30, 2029.</p> <p>Negotiations for a successor term shall begin upon mutual agreement by the CITY and the ASSOCIATION. Upon the expiration of this MOU, its provisions shall remain in full effect until such time as a new MOU is adopted by both the CITY and the ASSOCIATION.</p>

MOU ARTICLE	TENTATIVE AGREEMENT
<p>Compensation Article 2.02</p>	<p>Replace the current language in Article 2.02, paragraphs A., B., and C., in their entirety, with the following:</p> <p>A. 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. 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>C. 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>Total Compensation Article 2.03</p>	<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 fire 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, paramedic pay, education incentive pay, special assignment incentive pay (e.g., SWAT, Fire Investigator, Technical Rescue/Truck Incentive Pay), tuition reimbursement, longevity pay, and employer-sponsored plan contributions (e.g., deferred compensation, retiree medical trust contributions, long-term disability).</p>

<p>Total Compensation Cont'd Article 2.03</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: Cathedral City, Corona, Chino Valley (Fire District), Escondido, Hemet, Ontario, Orange, and Palm Springs.</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>Paramedic Certification Incentive Article 2.11</p>	<p>Replace the current language in Article 2.11, in its entirety, with the following:</p> <p>ARTICLE 2.11 PARAMEDIC LICENSE INCENTIVE</p> <p>A Paramedic License is not a requirement for the Fire Engineer and Fire Captain classifications and is considered voluntary for employees in those classifications.</p> <p>Captains and Engineers who maintain a current paramedic license will be paid a stipend of five thousand dollars (\$5,000) per year, paid biweekly over 26 pay periods. 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, this amount will be increased to six thousand dollars (\$6,000) per year paid biweekly over 26 pay periods.</p> <p>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 – Paramedic Pay. However, CalPERS makes the final determination on whether any pay is pensionable.</p>

MOU ARTICLE	TENTATIVE AGREEMENT												
<p>Educational Pay Incentive Article 2.12</p>	<p>Replace the current language in Article 2.12, in its entirety, with the following:</p> <table border="1" data-bbox="410 1398 1398 1761"> <thead> <tr> <th data-bbox="410 1398 1058 1438">EDUCATION ACHIEVEMENT</th> <th data-bbox="1058 1398 1398 1438">PAY INCENTIVE</th> </tr> </thead> <tbody> <tr> <td data-bbox="410 1438 1058 1545">40 Semester units of credit <i>and</i> any of the following certificates: Fire Officer, Company Officer Certificate, or Chief Officer Certificate</td> <td data-bbox="1058 1438 1398 1545">\$150 per month</td> </tr> <tr> <td colspan="2" data-bbox="410 1545 1398 1581">OR</td> </tr> <tr> <td data-bbox="410 1581 1058 1654">Associate’s degree in Fire Science, Technology, or a related field.</td> <td data-bbox="1058 1581 1398 1654">\$1.25 per hour</td> </tr> <tr> <td colspan="2" data-bbox="410 1654 1398 1690">OR</td> </tr> <tr> <td data-bbox="410 1690 1058 1761">Bachelor’s degree in Fire Science, Technology, or a related field.</td> <td data-bbox="1058 1690 1398 1761">\$2.50 per hour</td> </tr> </tbody> </table> <p>A. Represented employees may receive only one of the Educational Pay Incentives listed above.</p> <p>B. All courses must be from an accredited college or university.</p>	EDUCATION ACHIEVEMENT	PAY INCENTIVE	40 Semester units of credit <i>and</i> any of the following certificates: Fire Officer, Company Officer Certificate, or Chief Officer Certificate	\$150 per month	OR		Associate’s degree in Fire Science, Technology, or a related field.	\$1.25 per hour	OR		Bachelor’s degree in Fire Science, Technology, or a related field.	\$2.50 per hour
EDUCATION ACHIEVEMENT	PAY INCENTIVE												
40 Semester units of credit <i>and</i> any of the following certificates: Fire Officer, Company Officer Certificate, or Chief Officer Certificate	\$150 per month												
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Bachelor’s degree in Fire Science, Technology, or a related field.	\$2.50 per hour												

<p>Educational Pay Incentive Cont'd Article 2.12</p>	<ul style="list-style-type: none"> C. Only those courses in which an employee receives a letter grade of “C” or better shall be credited towards the minimum number of required units at each educational achievement tier. D. An Educational Committee made up of two ASSOCIATION members and two CITY representatives will be established to review all transcripts submitted by employees for approval of Educational Incentive Pay. E. Any employee recalled from a lay-off list that was established prior to the date of this MOU will also be eligible for an Educational Pay Incentive. F. This 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. G. The Educational Pay Incentive will be paid to employees on a biweekly basis over 26 pay periods. H. 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.
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MOU ARTICLE	TENTATIVE AGREEMENT
<p>Longevity Pay Article 2.17</p>	<p>Replace the current language in Article 2.17, in its entirety, with the following:</p> <ul style="list-style-type: none"> 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. 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. 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.

MOU ARTICLE	TENTATIVE AGREEMENT
<p>Deferred Compensation Article 2.24</p>	<p>Replace the current language in Article 2.24, in its entirety, with the following:</p> <p>Employees may participate in a CITY-sponsored 457 Deferred Compensation Program through voluntary employee contributions.</p>

MOU ARTICLE	TENTATIVE AGREEMENT
<p>Retirement Plan Article 2.25</p>	<p>Delete Article 2.25 in its entirety, as follows:</p> <p>ARTICLE 2.25 RETIREMENT PLAN The CITY will establish and sponsor a 401(a) Retirement Plan. For those employees enrolled in a CITY-sponsored 457 Deferred Compensation Plan, the CITY shall contribute to a 401(a) account an amount matching the employee's 457 contribution, not to exceed \$2,400. In no case shall the CITY's match exceed limits established by the Internal Revenue Service.</p> <p>The CITY agrees to establish a retirement plan effective with the first full pay period in January, 2020. The CITY further agrees to meet and confer with the ASSOCIATION on the timing and noticing of the transition of the CITY's match from the 457 Plan to the 401(a) Plan.</p>

MOU ARTICLE	TENTATIVE AGREEMENT
<p>Retirement Plan Article 2.27</p>	<p>Replace the current language in Article 2.27, paragraph C., in its entirety, with the following:</p> <p>C. EMPLOYER CONTRIBUTION AMOUNT. 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>Sick Leave Article 3.03</p>	<p>Replace the current language in Article 3.03, subsection <i>Sick Leave Earning and Accumulation</i>, paragraph E., and F., in their entirety, with the following:</p> <p>E. Employees with at least five (5) years of continuous employment with the CITY will have twenty-five percent (25%) of their unused Sick Leave converted and transferred to their Retiree Medical Trust Fund upon resignation, retirement, or other separation from CITY employment, at their rate of pay at the time of separation. The transfer will occur automatically unless the employee submits a written request to reallocate the amount in accordance with the Retiree Medical Trust Fund rules.</p> <p>F. Employees with at least ten (10) years of continuous employment with the CITY will have fifty percent (50%) of their unused Sick Leave converted and transferred to their Retiree Medical Trust Fund upon resignation, retirement, or other separation from CITY employment, at their rate of pay at the time of separation. The transfer will occur automatically unless the employee submits a written request to reallocate the amount in accordance with the Retiree Medical Trust Fund rules.</p>

MOU ARTICLE	TENTATIVE AGREEMENT
<p>Minimum Staffing Article 4.03</p>	<p>Replace the current language in Article 4.03, in its entirety, with the following:</p> <p>Effective on the in-service date of the Tractor Drawn Aerial (TDA), the daily minimum staffing shall increase from nineteen (19) employees per day to twenty (20) employees per day, plus one (1) Battalion Chief, as detailed below.</p> <p><u>Minimum Staffing by Type</u></p> <p>Engine Company: 1.0 Fire Captain, 1.0 Fire Engineer, 1.0 Firefighter/Paramedic</p> <p>Medic Patrol: 2.0 Firefighter/Paramedics</p> <p>OES/XRI Type 3 Engine Strike Team: Requests will be staffed with an additional Firefighter/Paramedic (or higher rank) for a total of 4.0 personnel.</p> <p>OES Type 6 Strike Team: 1.0 Fire Captain, 1.0 Fire Engineer, 1.0 Firefighter/Paramedic</p> <p>Truck Company: 1.0 Fire Captain, 1.0 Fire Engineer, 1.0 Firefighter/Paramedics. This minimum staffing will be replaced by the Tractor-Drawn Aerial minimum staffing below, effective on the TDA's in-service date.</p> <p>Tractor Drawn Aerial (TDA): Effective on the in-service date of the TDA, the above Truck Company minimum staffing will be replaced with the following: 1.0 Fire Captain, 1.0 Fire Engineer, 2.0 Firefighter/Paramedics. If the TDA is out of service, the replacement unit will be staffed with 4.0 personnel.</p> <p>The above staffing models establish minimum staffing levels and the standard rank configuration. The Fire Chief may authorize deviations from staffing levels and rank assignments under extenuating circumstances (e.g., to prevent force hires or during emergency recall situations).</p>

IT IS SO AGREED:

City of Murrieta

Murrieta Firefighters Association

Justin Clifton

Andrew Hamilton

Justin Clifton, City Manager

Andrew Hamilton, President

Diego Chavez

Andy Stang

Diego Chavez, Administrative Services Director

Andrew Stang, Vice-President