



## **CITY OF MENIFEE**

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SUBJECT: Memorandum of Understanding with the Menifee Police Management Association (MPMA)

MEETING DATE: December 4, 2024

TO: Mayor and City Council

PREPARED BY: Rebekah Kramer, Deputy City Manager

REVIEWED BY: Rebekah Kramer, Deputy City Manager

APPROVED BY: Armando G. Villa, City Manager

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### **RECOMMENDED ACTION**

1. Adopt a resolution approving a successor Memorandum of Understanding (MOU) between the City and the Menifee Police Management Association (MPMA) for the period of July 1, 2024 through June 30, 2027; and
2. Authorize the City Manager or their designee to execute and implement terms of the MOU and resolutions; and
3. Adopt a resolution approving the Classification and Compensation Plan known as the Authorized Position Listing.

### **DISCUSSION**

The preceding MOU between the City of Menifee (City) and the MPMA expired on June 30, 2024. Beginning in May, the City negotiation team had numerous communication exchanges and meetings with the MPMA representatives resulting in all parties coming to agreement on the proposed terms. The primary provisions of the agreement are summarized as follows:

#### **Major Deal Points**

- **Term** - A three-year term from July 1, 2024, through June 30, 2027, retroactive upon adoption.

- **Salary Increase** – All represented employees will receive increases to their base salary as follows:
  - **Year 1** - Effective the pay period inclusive of January 1, 2025, Association members will receive a one-time salary adjustment as follows:
    - Top Step Sergeant placed at 31% above Top Step of a Police Officer. Salary adjustment will include any base salary increases occurring in Fiscal Year (FY) 2024/2025 for the Police Officer classification.
    - Top Step Lieutenant placed at 24% above Top Step Sergeant.
    - Top Step Captain placed at 19% above Top Step Lieutenant.
  - **Year 2** - Effective the pay period inclusive of July 1, 2025, Association members will receive up to a 5% salary increase including:
    - 4% base salary increase; AND
    - 0.5% base salary increase (4.5% total) if prior fiscal year revenue exceeds estimated revenue by \$500,000\*; OR
    - 1% base salary increase (5% total) if the prior fiscal year revenue exceeds estimated revenue by \$1,000,000\*.
  - **Year 3** - Effective the pay period inclusive of July 1, 2026, Association members will receive up to a 5% salary increase including:
    - 4% base salary increase; AND
    - 0.5% base salary increase (4.5% total) if prior fiscal year revenue exceeds estimated revenue by \$500,000\*; OR
    - 1% base salary increase (5% total) if the prior fiscal year revenue exceeds estimated revenue by \$1,000,000\*.

\*Revenue based salary increase provided in the event property tax and sales tax revenue exceeds budget estimates, excluding Measure DD Quality of Life taxes and one time sales tax collections.

- **Educational Achievement** – POST Advanced Certificate achievement pay of 3% of base pay has been added.
- **Longevity** – The MOU provides for longevity pay not to exceed 12% of base pay annually after 20 years of service with the City including:
  - 3% for 10 years of service with the City
  - 4% for 15 years of service with the City
  - 5% for 20+ years with the City
- **Uniform Allowance** – The uniform provisions have been updated to include the following Safety Gear items:
  - Boots
  - Jacket
  - Rain Jacket
  - Rain Pants
  - Ball Cap
  - Watch Cap

- **Health Insurance** – The MOU provides for an increase in monthly health insurance contributions for employees participating in the Family Plan:
  - Effective January 1, 2025, increase of \$100 per month (to \$2,050/month)
  - Effective January 1, 2026, increase of \$100 per month (to \$2,150/month)
  - Effective January 1, 2027, increase of \$100 per month (to \$2,250/month)
- **Bereavement Leave** – The MOU has been updated to allow for recognition of verifiable significant other or unregistered partner living with the employee and updates for compliance with Assembly Bill 1949.
- **Sick Leave Bank** – Represented employees will be eligible to receive a payment for unused sick leave upon retirement from the City as follows:
  - 25% of unused sick leave with 10+ years of continuous service with the City
  - 50% of unused sick leave with 15+ years of continuous service with the City
  - 75% of unused sick leave with 20+ years of continuous service with the City

Alternatively, the employee may opt to convert unused sick leave to retirement credit as applicable under retirement provisions.

- **Probationary Period** – The MOU provides represented employees with partial credit towards completion of a probationary period after completing an acting assignment in a classification.
- **Retiree Medical Trust (RMT)** – Beginning January 1, 2025, the \$5,000 annual retention payment will be placed in a Retiree Medical Trust (RMT) established by the Association. Additionally, the City will contribute \$200 per month to the RMT retroactive to July 1, 2024.
- **Holiday Pay Options** – The holiday bank hours provided to employees required to work holidays has been increased from 112.5 to 135 annually.
- **Disciplinary Appeal and Grievance Procedures** – The agreement allows for a limited reopener to discuss possible refinements to the disciplinary appeal and grievance procedures.

The MPMA MOU 2024-2027 represents the full and complete negotiated and agreed upon MOU. Upon approval of the MOU and adoption of the attached resolution, the MPMA shall be ratified and fully executed.

### **Background**

Section 3505.1 of the Meyers-Milias-Brown Act provides that "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". Once approved by the governing body of a local agency, a memorandum of understanding becomes a binding agreement between the employee organization and the local agency.

### **STRATEGIC PLAN OBJECTIVE**

Regular City Business

### **FISCAL IMPACT**

A portion of the negotiated changes for the MPMA MOU salary and benefits outlined in the MOU is included in the City's adopted budgets for FY 2024/2025 and result in a fiscal impact of approximately \$103,507. The portion not included in the FY 2024/2025 budget amounts to approximately \$133,447 and would be addressed during the mid-year budget review depending on vacancies and other factors. The costs for FY 2025/2026 and 2026/2027 are anticipated to be approximately \$524,457 and \$689,278, respectively. These costs would be appropriated into the respective years' budget as part of the next two-year budget cycle. The compensation schedule (Authorized Position Listing & Compensation) shall be adjusted accordingly.

### **ATTACHMENTS**

1. Resolution - MPMA MOU
2. Exhibit A - MPMA MOU
3. Resolution - Authorized Position and Compensation Listing
4. Exhibit A - Authorized Position and Compensation Listing