



CITY OF MENIFEE

SUBJECT: Memorandum of Understanding with the Menifee Police Officers Association (MPOA)

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

RECOMMENDED ACTION

1. Adopt a resolution approving a successor Memorandum of Understanding (MOU) between the City and the Menifee Police Officers Association (MPOA), 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 MPOA expired on June 30, 2024. Beginning in May, the City negotiation team had numerous communication exchanges and meetings with the MPOA 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 July 1, 2024, Association members will receive a 4% salary Increase

- **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.

- **Special Assignments** – The initial assignment period for special assignments was reduced from 5 to 3 years, with incumbents serving out their 5-year assignment.
- **Educational Achievement** – An increase in POST certification pay not specially required by an employee’s job classification as follows:
 - **Year 1** - Effective July 1, 2024, Advanced POST certificate will increase from 3% to 5.5% and provide for an increase in the cumulative POST certificate pay from 5% to 8.5%.
 - **Year 2** - Effective July 1, 2025, Advanced POST certificate will increase from 5.5% to 7% and provide for an increase in the cumulative POST certificate pay from 8.5% to 10%.
 - **Year 3** - Effective July 1, 2026, Advanced POST certificate will increase from 7% to 8.5% and provide for an increase in the cumulative POST certificate pay from 10% to 11.5%.
- **Health Insurance** – An increase in monthly health insurance contributions for employees participating in the Family Plan:
 - Effective January 1, 2025, increase of \$150 per month (to \$2,100/month)
 - Effective January 1, 2026, increase of \$150 per month (to \$2,250/month)
 - Effective January 1, 2027, increase of \$150 per month (to \$2,400/month)
- **Uniform Allowance** – For employees required to wear a uniform, the uniform allowance has been increased from \$1,000 to \$1,200 per year. Additionally, the uniform provisions have been updated to include the following Safety Gear items for traffic officers:
 - For Class A wear:
 - Motor Breeches
 - Tall Stack Boots

- For regular wear (Safety Equipment):
 - 2 Field Duty Shirts
 - 2 Air Mesh Pants
 - 1 Air Mesh Jacket
 - 1 Modular Helmet
 - Boots
 - Jacket
 - Ball Cap
 - Watch Cap
- **Shift Differential** – Represented employees assigned to a graveyard shift as part of their regular job duties will receive a 3% shift differential incentive.
- **Police Corporal and Field Training Officer (FTO) Assignments** – The Police Corporal classification will be established effective July 1, 2025, with the number of positions determined by operational need.
 - Police Corporals will serve as FTOs as part of their regularly assigned duties and will not receive additional FTO pay.
 - Police Officers serving as FTOs will receive an additional five percent (5%) of base salary for each day they are actively training.
- **Bereavement Leave** – Allows for recognition of verifiable significant other or unregistered partner living with the employee and updates for compliance with Assembly Bill 1949.
- **Disciplinary Appeal and Grievance Procedures** – The agreement allows for a limited reopener to discuss possible refinements to the disciplinary appeal and grievance procedures.
- **Take Home Units** – A department policy will be developed regarding the use of take-home vehicles based upon operational need and the availability of vehicles.
- **Employee Wellness Program** – The City will maintain an Employee Wellness Program with a Wellness Committee including representation from the Association.

The MPOA MOU 2024-2027 represents the full and complete negotiated and agreed upon MOU. Upon approval of the MOU and adoption of the attached resolutions, the MPOA MOU 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 MPOA MOU salary and benefits outlined in the MOU are included in the City's adopted budgets for Fiscal Year (FY) 2024/2025 and result in a fiscal impact of approximately \$299,137. The portion not included in the FY 2024/2025 budget amounts to approximately \$432,221 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 \$1,286,993 and \$1,859,535, 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 - MPOA MOU
2. Exhibit A - MPOA MOU
3. Resolution - Authorized Position and Compensation Listing
4. Exhibit A - Authorized Position and Compensation Listing