

CITY OF YUBA CITY  
STAFF REPORT

**Date:** July 7, 2020  
**To:** Honorable Mayor and Members of the City Council  
**From:** Human Resources Department  
**Presentation By:** Natalie Springer, Human Resources Director

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**Summary**

**Subject:** Fire Local 3793 Side Letter

**Recommendation:** Adopt a Resolution approving a Side Letter with Fire Local 3793, effective July 1, 2020, extending the Memorandum of Understanding until December 31, 2021.

**Fiscal Impact:** None

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**Purpose:**

To approve the Fire Local 3793 Side Letter extending the current Memorandum of Understanding until December 31, 2021.

**Background:**

The City's Memorandum of Understanding (MOU) with Local 3793 expires June 30, 2020. City Council approved the Local 3793 MOU on February 4, 2020. The current MOU provides for the following:

- 1% ongoing hourly base rate increase effective first full pay period following July 1, 2019;
- One-time non-PERSable stipend of 3% of hourly base rate of \$1,500 (whichever was greater);
- Incorporated Limited Term employees into the Local 3793 MOU and advancement to Firefighter I;
- Permits limited term employees to apply for internal recruitments after three (3) months of satisfactory performance;
- Removed the living restrictions from the Fire job descriptions, as well as there were other changes from the previous MOU.

The complete Local 3793 MOU is available on the City's website. Local 3793 submitted the side letter that extends the current MOU until December 31, 2021 to the City for consideration.

**Analysis:**

In response to the current economic unknowns, Local 3793 has requested an extension to their current MOU until December 31, 2021. The side letter has reopener language to discuss the City's financial position no later than the end of March 2021, to determine if an agreement can be reached on salary increases only with any changes to be effective on July 1, 2021. If the City and Local 3793

cannot agree on a salary increase during the time period of this reopener, there shall be no salary adjustment.

All other provisions of the current Memorandum of Understanding between the City and Fire Local 3793 shall remain unchanged.

**Fiscal Impact:**

None.

**Alternatives:**

Do not approve Fire Local 3793 Side Letter and provide staff direction.

**Recommendation:**

Adopt a Resolution approving a Side Letter with Fire Local 3793, effective July 1, 2020.

**Attachments:**

- A. Fire Local 3793 Side Letter Resolution
- B. Fire Local 3793 Side Letter

Prepared By:

*/s/ Natalie Springer*  
Natalie Springer  
Human Resources Director

Reviewed By:

Finance  
Special Counsel

Submitted By:

*/s/ Diana Langley*  
Diana Langley  
Interim City Manager

SM

SS by email

# ATTACHMENT A

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
APPROVING THE FIRE LOCAL 3793 SIDE LETTER  
FOR A MEMORANDUM OF UNDERSTANDING EXTENSION UNTIL  
DECEMBER 31, 2021**

WHEREAS, the City recognizes Fire Local 3793's commitment to the City and its citizens while providing outstanding and dedicated service to all; and

WHEREAS, the Fire Local 3793 has requested a side letter extending the Memorandum of Understanding (MOU) until December 31, 2021; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yuba City as follows:

1. Approve the attached Fire Local 3793 Side Letter:  
To extend the MOU until December 31, 2021 with a reopener to discuss the City's financial position in regards to salary no later than March 2021, with salary changes to be effective July 1, 2021. If the City and Local 3793 cannot agree on a salary increase during this time period than there shall be no salary adjustment.

The foregoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 7<sup>th</sup> day of July 2020.

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Shon Harris, Mayor

ATTEST:

\_\_\_\_\_  
Patricia Buckland, City Clerk

Approved as to form:

\_\_\_\_\_  
Stacey Sheston  
BB&K, Special Counsel

# ATTACHMENT B

**SIDE LETTER TO THE  
MEMORANDUM OF UNDERSTANDING**

**Between**

**The City of Yuba City**

**And**

**The Yuba City Firefighters', Local 3793**

**July 1, 2020 through December 31, 2021**

The City of Yuba City (City) and the Yuba City Firefighters', Local 3793 (YCFF), jointly referred to as the "parties" enter into this Side Letter Agreement. The parties agree that the specific provisions contained in this Side Letter Agreement shall succeed any previous agreement regarding matters contained herein. The parties also agree that the terms of this agreement will be incorporated into the current Memorandum of Understanding (MOU) effective July 1, 2019 through June 30, 2020

Memorandum of Understanding Language:

**ARTICLE 38 TERM OF AGREEMENT**

The term of this agreement shall be July 1, 2019 through December 31, 2021.

The parties agree to a reopener to discuss the City's financial position no later than the end of March in 2021 on the issue of salary, to determine if an agreement can be reached on salary increases only with any changes to be effective on July 1, 2021, unless agreed otherwise. If the parties cannot agree on a salary increase during the time period of this reopener, there shall be no salary adjustment.

The above section and language are the sole amendment regarding the current Memorandum of Understanding (MOU) effective July 1, 2019 through June 30, 2020. This Side Letter Agreement does not change, modify, or otherwise alter any other terms or conditions of the current MOU between the City of Yuba City and the Yuba City Firefighters', Local 3793 (YCFF).

**2. Remainder of Contract Not Affected.**

All other provisions of the current Memorandum of Understanding between the City and the Yuba City Firefighters' Local 3793 shall remain unchanged.


Date: \_\_\_\_\_

Date: JUNE 22, 2020

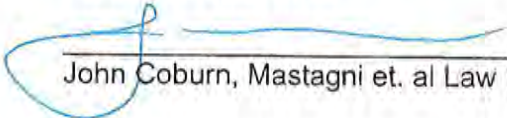
**CITY OF YUBA CITY**

**YUBA CITY FIREFIGHTERS',  
LOCAL 3793**

\_\_\_\_\_  
Diana Langley  
Interim City Manager

  
Kevin Kennedy  
President Local 3793

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Natalie Springer  
Director of Human Resources

  
John Coburn, Mastagni et. al Law Firm