

CITY OF YUBA CITY  
STAFF REPORT

**Date:** June 7, 2022  
**To:** Honorable Mayor & Members of the City Council  
**From:** Human Resources Department  
**Presentation By:** Natalie Springer, Human Resources Director

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**Summary**

**Subject:** Fire Mutual Aid Deployment Staffing and Compensation Policy  
**Recommendation:** Adopt a Resolution approving Side Letters with the Mid-Manager group and Fire Management group, and an Amendment to Chief Alexander's Employment Agreement, Exhibit B  
**Fiscal Impact:** None.

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**Purpose:**

To approve the proposed language with the Mid-Managers and Fire Management that establishes the mutual aid deployment staffing as well as compensation policy when the City is reimbursed by the Office of Emergency Services. For the Fire Chief, the proposed language identifies when the Fire Chief receives compensation for "working down" as a Battalion Chief in mutual aid coverage situations.

**Council's Strategic Goal:**

Public Safety

**Background:**

The Battalion Chiefs are part of the Fire Management bargaining unit and the Fire Division Chiefs are part of the Mid-Manager bargaining unit. There is a Battalion Chief on duty at all times, 24 hours, 7 days a week. There are three (3) Battalion Chief positions, which are filled on 24-hour shifts. There are two (2) Fire Division Chief positions. Fire Division Chiefs do not typically work 24-hour shifts, however they maintain the ability to work as a Battalion Chief.

During fire season, Battalion Chiefs can be deployed on mutual aid assignments to fires throughout the State, sometimes leaving only one Battalion Chief on duty to cover all three shirts. When this occurs, or when minimum staffing needs support, the Battalion Chief position may need coverage from other positions (Division Chiefs, the Fire Chief, or Acting Battalion Chiefs) to ensure all front line safety positions are filled.

The Fire Chief is an at-will, contract position and any changes to his employment agreement must be identified in his contract's Exhibit B, which is incorporated into his employment agreement.

**Analysis:**

When one or more Battalion Chiefs are deployed on mutual aid assignments away from the City, the "backfill" Battalion Chief deployment primary staffing is other current Battalion Chiefs. The secondary staffing for mutual aid deployment is 1) Division Chief 2) Fire Chief 3) Acting Battalion Chief. The purpose of the side letters is to establish the secondary staffing procedure to backfill the Battalion Chief position. Additionally, the side letters and the Fire Chief's Exhibit B establishes that if reimbursement is received by the City from the Office of Emergency Services, then the Division Fire Chiefs and Fire Chief will receive compensation for the time spent outside of their duties in the Battalion Chief position.

Once approved, the Fire Chief's updated Exhibit B will be incorporated into his employment agreement.

Fire Management and the Mid-Managers units have agreed to the side letters. While not subject to a side letter, the Yuba City Firefighters' Local 3793 unit is supportive of the primary and secondary mutual aid deployment model as to when its members (Acting Battalion Chiefs) may be called upon to fill Battalion Chief shifts. Chief Alexander has agreed to the language amending his employment agreement. The side letters and Chief Alexander's amendment are effective June 18, 2022.

**Fiscal Impact:**

When Fire Mid-Management employees and Chief Alexander are assigned to the Battalion Chief position due to backfilling mutual aid deployment of the Battalion Chiefs and the inability to fill the position through primary staffing, they shall receive compensation for the time spent outside of their regular duties at time-and-a-half the Battalion Chief rate. There will be no fiscal impact to the City as the City will receive reimbursement from the Office of Emergency Services.

**Alternatives:**

Do not approve side letters or Exhibit B, and provide staff direction.

**Recommendation:**

Adopt a Resolution approving Side Letters with the Mid-Manager group and Fire Management group, and an amendment to Chief Alexander's Employment Agreement, Exhibit B.

**Attachments:**

1. Resolution
2. Mid Manager Side Letter
3. Fire Management Side Letter
4. Chief Alexander's Exhibit B

Prepared By:  
Natalie Springer  
Human Resources Director

Submitted By:  
Diana Langley  
City Manager

# ATTACHMENT 1

**RESOLUTION NO. 20-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING  
FIRE MUTUAL AID DEPLOYMENT SIDE LETTERS WITH MID MANAGER GROUP  
AND FIRE MANAGEMENT GROUP AND AN AMENDMENT TO CHIEF  
ALEXANDER'S EMPLOYMENT AGREEMENT, EXHIBIT B**

WHEREAS, the Fire Department provides continuous service and all front line fire safety positions are constantly staffed;

WHEREAS, the Battalion Chief position is constantly staffed and is a critical staffing component;

WHEREAS, when minimum staffing needs are triggered due to mutual aid deployment by existing Battalion Chiefs, the Fire Department requires a staffing aid deployment procedure to backfill Battalion Chief shifts;

WHEREAS, when the City receives reimbursement from the Office of Emergency Services relating to mutual aid deployments, the Division Fire Chiefs and Fire Chief participating in such backfill shall receive compensation for the time spent outside of their regular shift staffing the Battalion Chief position;

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

1. Approve the side letter with the Mid-Manager group that establishes the mutual aid deployment staffing as well as compensation policy for time spent on such staffing, outside the employee's regular shift, when the City is reimbursed by the Office of Emergency Services.
2. Approve the side letter with the Fire Management group that establishes the mutual aid deployment staffing.
3. Approve an amendment to Chief Alexander's Exhibit B in his employment agreement that establishes the compensation policy when the City is reimbursed by the Office of Emergency Services.

The side letters and Exhibit B are effective June 18, 2022.

The forgoing 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 June 2022.

AYES:

NOES:

ABSENT:

ATTEST:

\_\_\_\_\_  
Dave Shaw, Mayor

\_\_\_\_\_

Ciara Wakefield, Deputy City Clerk

Approved as to form:

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Stacey Sheston  
BB&K, Special Counsel

## ATTACHMENT 2

The City of Yuba City and the Mid-Managers Unit  
Side Letter of Agreement to the  
July 1, 2020 - June 30, 2022 MOU

The City of Yuba City ("City") and the Mid-Managers ("MM") have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act to this side letter amending their Memorandum of Understanding ("MOU"), with a current term of July 1, 2020 through June 30, 2022, as set forth below. This side letter of Agreement describes the Parties' full and complete agreement to amend that MOU by adding Section 11.6 as set forth below.

ARTICLE 11: MID-MANAGEMENT REIMBURSEMENT POLICY

11.6 Mutual Aid Deployment

Fire Mid-Management employees assigned to the Battalion Chief position due to backfilling mutual aid deployment and the inability to fill the position through primary staffing shall receive compensation for the time spent outside of their regular work shift at time and half the Battalion Chief rate as reimbursed by the Office of Emergency Services. The mutual aid deployment primary staffing is: 1) Battalion Chief. The mutual aid deployment secondary staffing is: 1) Division Chief (Mid-Management) 2) Fire Chief 3) Acting Battalion Chief. Mutual aid deployment secondary staffing will only apply when, in the discretion of the Fire Chief or designee, the staffing need cannot be timely filled via the primary staffing process to support minimum staffing or pressing operational needs.

All other provisions of the MOU between the City and MM shall remain unchanged.

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

CITY OF YUBA CITY

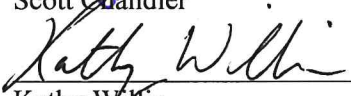
\_\_\_\_\_  
Diana Langley, City Manager

Date: June 2, 2022

MID-MANAGERS UNIT

  
\_\_\_\_\_  
Phil Marler

  
\_\_\_\_\_  
Scott Chandler

  
\_\_\_\_\_  
Kathy Willis

\_\_\_\_\_  
Ciara Wakefield

# ATTACHMENT 3



The City of Yuba City and the Yuba City Fire Management  
Side Letter of Agreement to the  
July 3, 2021 – June 30, 2024 MOU

The City of Yuba City ("City") and the Yuba City Fire Management ("FM") have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act to this side letter amending their Memorandum of Understanding ("MOU"), with a current term of July 3, 2021 through June 30, 2024, as set forth below. This side letter of Agreement describes the Parties' full and complete agreement to amend that MOU by adding the language as set forth below.

Mutual Aid Deployment

Division Chiefs assigned to Battalion Chief position due to backfilling mutual aid deployment and the inability to fill the position through primary staffing shall receive compensation for the time spent outside of their regular work schedule at time and half the Battalion Chief rate as reimbursed by the Office of Emergency Services. The mutual aid deployment primary staffing is: 1) Battalion Chief. The mutual aid deployment secondary staffing is: 1) Division Chief (Mid-Management) 2) Fire Chief 3) Acting Battalion Chief from Local 3793. Mutual aid deployment secondary staffing will only apply when, in the discretion of the Fire Chief or designee, the staffing need cannot be timely filled via the primary staffing process to support minimum staffing or pressing operational needs.

All other provisions of the MOU between the City and FM shall remain unchanged.

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

CITY OF YUBA CITY

\_\_\_\_\_  
Diana Langley, City Manager

Date: 6/2/2022

FIRE MANAGEMENT

\_\_\_\_\_  
Shane Lawson

\_\_\_\_\_  
Eric Hankins

\_\_\_\_\_  
Jesse Frias

\_\_\_\_\_  
Michael LaBlue

# ATTACHMENT 4

## Exhibit B

1. While Employee holds no property interest in City employment, which is “at will,” Employee’s City employment is subject to the provisions and requirements of the California Firefighters Procedural Bill of Rights Act.
2. The Employee may be requested by the State of California to participate on a strike team, a CAL Fire Incident Management Team (IMT), or with the Office of Emergency Services (OES) mutual aid process. The Employee will notify the City Manager of any such requests. Participation by the Employee shall be at the City Manager’s discretion. If the City Manager approves the Fire Chief’s participation, the Fire Chief shall ensure all his regular duties are covered, so that the City and its residents have proper Fire and Life Safety protection during any absence. Upon request by the City Manager, the Fire Chief will return to the City to ensure Fire Department business is being adequately handled. City agrees that if the Fire Chief is assigned to serve with the California Department of Forestry and Fire Protection (Cal Fire), the United States Forest Service (USFS), or the California Emergency Management Agency (Cal EMA) on Mutual Aid assignments, employee shall be compensated, portal to portal and at the rate of one and one-half times his regular hourly rate (unless otherwise limited by the applicable mutual aid agreement, in which case the aid agreement shall govern) for any hours on such assignments.

Employee shall utilize vacation time while deployed at any mutual aid request process when requested to do so by the City Manager. When Employee submits a statement of hours to the City’s Finance Department, the City will advance to Employee the funds the City expects to receive from OES. If the City is not subsequently fully reimbursed by OES for monies advanced to Employee, Jesse Alexander shall be financially responsible to repay to the City all monies advanced and not reimbursed.

If rather than being deployed himself for mutual aid, Employee is required to “work down” at the Battalion Chief level to backfill others who are so deployed (as part of a mutual aid secondary staffing situation), Employee shall receive compensation for the time spent outside of Employee’s regular duties at time and half the Battalion Chief rate as reimbursed by the Office of Emergency Services.

3. Uniform allowance: Uniform will be provided and paid for by the City including a Class “A” Dress uniform to meet the Departments specifications.
4. The Employer shall provide the Employee with an auto for City business use only.
5. Upon hire, the Employee shall receive an advance of 48.1 hours of sick leave, which is the amount he would accrued during six months’ work for the City. Such leave shall be available to Employee immediately for qualifying uses. Employee will not accrue sick leave during the first six-months of employment, but thereafter shall accrue sick leave as provided in this Agreement.
6. Upon hire, the Employee shall receive credit for nineteen years of public service with the City of Chico towards his vacation biweekly accrual rate.

7. Despite Section 5 of the Agreement, Employee will receive 120 hours of administrative leave during for calendar year 2020, and is eligible for a maximum of 40 hours of additional administrative leave in accordance with Section 10 of the Agreement and 10.4 of Attachment A. Beginning January 1, 2021, Employee will receive 80 hours of administrative leave per calendar year, and is eligible for additional administrative leave in accordance with Section 10 of the Agreement and 10.4 of Attachment A.
8. The following language replaces Section 13 of the Agreement: It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.