

CITY OF YUBA CITY  
STAFF REPORT

**Date:** July 19, 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 Local 3793 Side Letter  
**Recommendation:** Adopt a Resolution approving a Side Letter with Fire Local 3793, effective January 29, 2022, regarding sick leave and overtime calculations through December 31, 2022  
**Fiscal Impact:** Estimated Average Overtime Cost Increase of \$400 per Pay Period

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**Purpose:**

To approve the Fire Local 3793 Side Letter regarding sick leave and overtime calculation through December 31, 2022.

**Council's Strategic Goal:**

This side letter addresses the City Council's Strategic Goal of public safety.

**Background:**

At the February 4, 2020 City Council meeting, City Council approved the Fire Local 3793 Memorandum of Understanding (MOU). Article 17, section 17.2 of this agreement addresses hours worked and the calculation of overtime (over 106 hours in a 14-day work period). Time during which a Fire Local 3793 employee is excused from work due to approved vacation or sick leave was not be considered as "hours worked" for the purposes of calculating the 106-hour overtime threshold.

On May 19, 2020 City Council adopted a resolution approving a temporary Side Letter to address sick leave and the overtime calculation during the local state of emergency. After City Council's formal approval of a declaration of the end of the local state of emergency, the Side Letter concluded.

In January 2022, Fire Local 3793 requested sick leave count towards hours worked. The Omicron variant of COVI-19 had begun circulating in our community, and there was concern about ensuring Local 3793 unit employees could take time off to attend to their own health and the health of their family members without being negatively impacted for overtime work. The City informally granted Local 3793's request.

**Analysis:**

Effective January 29, 2022, sick leave has counted as hours worked for Fire Local 3793. The City is formalizing this process with City Council as City Council has agreed to this process since January 18, 2022.

The side letter will allow any Fire Local 3793 sick leave hours to be considered as hours worked for the purposes of calculating overtime under Article 17, section 17.2 of the current MOU. This side letter shall end December 31, 2022.

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

**Fiscal Impact:**

Staff estimates an average overtime cost increase of \$400 per pay period.

**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 January 29, 2022, regarding sick leave and overtime calculations through December 31, 2022.

**Attachments:**

1. Fire Local 3793 Side Letter Resolution
2. Fire Local 3793 Side Letter

Prepared By:  
Natalie Springer  
Human Resources Director

Submitted By:  
Diana Langley  
City Manager

# ATTACHMENT 1

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
APPROVING THE FIRE LOCAL 3793 SIDE LETTER  
REGARDING SICK LEAVE AND OVERTIME CALCULATIONS  
THROUGH DECEMBER 31, 2022**

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

WHEREAS, the COVID-19 pandemic warrant temporary modification to the current Fire Local 3793 Memorandum of Understanding;

WHEREAS, City staff and Fire Local 3793 have negotiated a Side Letter, effective January 29, 2022, for Fire Local 3793 members;

WHEREAS, the City has agreed to temporarily allow all Fire Local 3793 members sick leave hours to be considered hours worked to calculate overtime under Article 17, section 17.2 of the current Memorandum of Understanding;

WHEREAS, the Side Letter shall conclude at the end of the day on December 31, 2022.

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

Approve the attached Fire Local 3793 Side Letter.

The Director of Finance is hereby authorized to make the necessary budget adjustments to implement the provisions of this resolution.

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 19<sup>th</sup> day of July 2022.

AYES:

NOES:

ABSENT:

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

ATTEST:

\_\_\_\_\_  
Ciara Wakefield, Deputy City Clerk

Approved as to form:

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

## ATTACHMENT 2

Yuba City and Yuba City Firefighters' Local 3793  
Side Letter of Agreement to the  
2019-2021 MOU

The City of Yuba City ("City") and Yuba City Firefighters' Local 3793 ("Union") have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act to amend provisions of their Memorandum of Understanding ("MOU"), including applicable side letters, with a current term of July 1, 2019 through December 31, 2023. This side letter of Agreement describes the Parties' full and complete agreement to amend that MOU.

17.2 Overtime

Overtime refers to hours worked that exceed 106 hours in the 14-day work period. Overtime hours are paid at a premium rate of time and one-half the FLSA regular rate of pay.

Only paid administrative leave, 4850 time, sick leave, and compensatory time off shall count towards the calculation of overtime. Effective January 1, 2023, only paid administrative leave, 4850 time, and compensatory time off shall count towards the calculation of overtime.

Overtime must be authorized in advance by the Fire Chief or designee.

17.3 Payment of Overtime

Overtime shall be paid as cash or CTO in the pay period in which the 14-day work period ends.

The above sections and language revisions are the only amendments to the current Memorandum of Understanding (MOU). 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 (YCFE).

Date: 6/25/22

City of Yuba City

Diana Langley  
Diana Langley, City Manager

Michael W. Jarvis, Liebert Cassidy Whitmore  
Michael W. Jarvis, Liebert Cassidy Whitmore

Date: 6/27/2022

Local 3793

Kevin Kennedy  
Kevin Kennedy

Brett Geyer  
Brett Geyer

John Coburn  
John Coburn