

RESOLUTION NO. 20-7966

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY
ADOPTING THE SIDE LETTER AGREEMENT TO THE 2020-2022
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DOWNEY
AND THE DOWNEY FIRE MANAGEMENT ASSOCIATION**

WHEREAS, on January 14, 2020, the City Council of the City of Downey adopted Resolution No. 20-7919 for the purpose of adopting the Memorandum of Understanding (MOU) between the City and the Downey Fire Management Association (DFMA); and

Subsequent to the adoption of the MOU, the City of Downey and the DFMA agreed to changes to the MOU that are reflected in a Side Letter of Agreement between the City and the DFMA ("Side Letter Agreement") attached hereto as Exhibit A and incorporated herein by this reference.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DOWNEY DOES
HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. The Side Letter of Agreement attached hereto as Exhibit A is approved and adopted.

SECTION 2. The Side Letter of Agreement amends the MOU between the City of Downey and the DFMA.

SECTION 3. The City Clerk shall certify to the adoption of this resolution.

APPROVED AND ADOPTED this 8th day of September, 2020.



CLAUDIA M. FROMETA, Mayor Pro Tem

ATTEST:



MARIA ALICIA DUARTE, CMC
City Clerk

I HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of the City of Downey at a regular meeting held on the 8th day of September, 2020, by the following vote, to wit:

AYES:	Council Members:	Ashton, Rodriguez, Saab, Frometa
NOES:	Council Member:	None.
ABSENT:	Council Member:	Mayor Pacheco
ABSTAIN:	Council Member:	None.



MARIA ALICIA DUARTE, CMC
City Clerk

EXHIBIT A

**LETTER OF AGREEMENT
TO THE 2020-2022 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
DOWNEY AND THE DOWNEY FIRE MANAGEMENT ASSOCIATION
EFFECTIVE: 9/8/20**

This letter memorializes an agreement reached between the City of Downey ("City") and the Downey City Fire Management Association ("DFMA") to change the 2020-2022 Memorandum of Understanding ("MOU") entered into between the City and DFMA. All other terms and conditions of the existing MOU shall remain in full force and effect. The changes are as follows:

Article XII shall be revised with the following:

ARTICLE XII

TUITION REIMBURSEMENT

Section 1. Reimbursement Rates. With prior approval of the City Manager, employees may be reimbursed for tuition and required books for courses taken to improve their value to the City. Tuition shall be reimbursed for courses as recommended by the department head with job related justification and approved by the City Manager or their designee. An employee must receive a passing grade in order to be reimbursed for the course. Reimbursement shall be made at the rate of tuition charged at California State University, Long Beach for courses on the semester system. Courses on the quarter system shall be reimbursed at the unit equivalent California State University, Long Beach tuition amounts.

Article V shall be revised with the following:

OVERTIME (COMPENSATORY TIME)

Section 1. Compensation for Overtime. The nature of Fair Labor Standards Act (FLSA) exempt employment for the Battalion Chief classification is such that intermittent, occasional hours worked beyond the work schedule is needed to fulfill the responsibilities and requirements of the position. Usually, additional time and effort are proportionate to the importance and level of the Battalion Chief position. These factors of time and effort are incorporated when the compensation level of the FLSA exempt position is established. The parties agree that additional compensation shall be provided for such hours worked beyond the work schedule (see 29 CFR 541.604). Accordingly, in those instances where a Battalion Chief works beyond the regularly assigned work schedule for a Battalion Chief, his/her pay for such time shall be as follows:

- A. Straight Time.** All authorized hours worked beyond the employee's regularly assigned work schedule performed in an "Administrative" capacity shall be paid at straight time. This includes, but is not limited to, extra hours worked off duty, excluding shift work or emergency responses, such as attending staff meetings, providing or receiving staff training, serving on examination panels, and addressing other administrative matters.

B. Time and One-Half. All remaining authorized hours worked beyond the employee's regularly assigned work schedule not considered "Administrative" in nature, as noted above, shall be paid at time and one-half (1.5) the regular rate of pay for such employees, except that cash received by employees who opt out of health insurance shall not be included in those calculations. This includes all hours worked on duty in a suppression capacity during a shift assignment as a Battalion Chief. This also includes all assignments worked as part of a Strike Team, serving as a task force leader, or any assignment requiring response to emergencies.

An employee may elect to accumulate compensatory time in lieu of taking additional compensation for hours worked beyond the work schedule. Hours worked in shift trade shall be excluded as hours worked.

This new provision regarding additional compensation for hours worked beyond the work schedule will become effective upon City Council approval with no retroactivity. This provision shall not alter the FLSA exempt status of the Battalion Chief position, which is and remains classified as an FLSA exempt position (see 29 CFR 541.604).

Article X shall be revised with the following:

MEDICAL, DENTAL AND LIFE INSURANCE

Section 2. Employee Waiver of Medical Coverage

The City agrees to permit an employee to opt out of City-sponsored medical coverage as follows:

1. The employee must present proof to the Human Resources Director or designee that he and his qualified dependent(s) are covered by another group non-City-sponsored medical plan for the plan year;
2. The employee must sign a statement acknowledging the opt out of City offered medical insurance coverage and agreement to hold the City harmless for any consequences, whatsoever, that result from the employee's waiver of City offered medical insurance coverage for employee and/or qualified dependent(s); and
3. The employee must sign a statement acknowledging his understanding that his qualified dependent(s) are not eligible to re-enroll in City sponsored medical coverage until the next Open Enrollment period or as otherwise required by law under COBRA provisions.
4. Effective on or about July 1, 2016, the City agrees that the employee who is approved to opt out of medical coverage shall receive compensation for one of the following, depending on the level of non-City sponsored coverage the employee has provided proof of having:
 - a. Three hundred dollars (\$300.00) per month if waiver eligibility is for

“employee only” coverage.

- b. Four hundred and fifty dollars (\$450.00) per month if waiver eligibility is for “employee plus one” coverage.
 - c. Six hundred and fifty dollars (\$650.00) per month if waiver eligibility is for “employee plus two or more dependents” coverage.
5. Effective the first eligible pay cycle in which medical opt out is due, following City Council adoption of this Memorandum of Understanding, the eligible amount will be paid to the employee as taxable earnings. A medical opt out election may only be made during an announced Open Enrollment period for medical insurance changes effective January 1.

IT IS SO AGREED:

DATE: 9.10.2020

CITY OF DOWNEY



John Oskoui, Assistant City Manager

DOWNEY FIRE MANAGEMENT ASSOCIATION

