

RESOLUTION NO. 20-7967

**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 FIREMEN'S ASSOCIATION**

WHEREAS, on January 14, 2020, the City Council of the City of Downey adopted Resolution No. 20-7918 for the purpose of adopting the Memorandum of Understanding (MOU) between the City and the Downey Firemen's Association (DFA); and

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

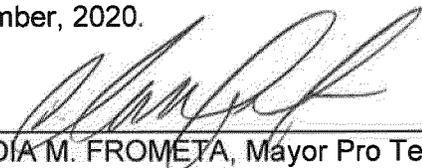
**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DOWNEY DOES
HEREBY RESOLVE AS FOLLOWS:**

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 DFA.

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 FIREMEN'S ASSOCIATION
EFFECTIVE: 9/8/20**

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

Article XIV shall be revised with the following:

ARTICLE XIV

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 VI shall be revised with the following:

OVERTIME PROVISIONS

Section 1. Compensation for Overtime. All authorized overtime for employees shall be paid at time and one-half (1.5) the regular rate of pay for such employees. All non-statutory overtime shall be paid at one and one half times the regular rate of pay, as defined in the FLSA, except that cash received by employees who opt out of health insurance shall not be included in those calculations. Overtime shall be paid on all hours worked outside of an employee's regularly assigned work schedule. Hours worked in shift trades shall be excluded as hours worked.

Article XII shall be revised with the following:

HEALTH, DENTAL AND LIFE INSURANCE

Section 1. Medical Insurance

E. Employee Opt Out 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 the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) provisions.
4. Effective the first pay cycle in June 2018 in which the medical opt out payment is due, 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. 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: 9.10.2010

CITY OF DOWNEY



John Oskoui, Assistant City Manager

DOWNEY FIREMEN'S ASSOCIATION

