

**RESOLUTION NO. 2016-24**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS TO  
ADOPT THE JULY 1, 2016 – JUNE 30, 2019 MEMORANDUM OF  
UNDERSTANDING WITH SANITARY TRUCK DRIVERS AND HELPERS  
TEAMSTERS UNION LOCAL 350**

**WHEREAS**, Sanitary Truck Drivers and Helpers Teamsters Union Local 350 Memorandum of Understanding dated July 1, 2013 – June 30, 2016 expired on June 30, 2016; and

**WHEREAS**, representatives from the City and Sanitary Truck Drivers and Helpers Teamsters Union Local 350 met and conferred in good faith to reach a successor agreement; and

**WHEREAS**, the parties reached an agreement on June 30, 2016; and

**WHEREAS**, on July 12, 2016 members of the Sanitary Truck Drivers and Helpers Teamsters Union Local 350 ratified the Tentative Agreement for a three-year Successor Agreement.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Los Altos hereby approves the Memorandum of Understanding (MOU) with Sanitary Truck Drivers and Helpers Teamsters Union Local 350 for the term of the agreement from July 1, 2016 through June 30, 2019 attached to this resolution as Exhibit A. Unless otherwise noted, all changes shall take effect the first full pay period after Union ratification and adoption of this Successor Agreement. The Successor Agreement includes the following changes in terms:

1. **Salary:** Effective the first full pay period after union ratification of this MOU and City Council approval, base salary (defined as base pay) shall be increased 3.25%; effective the first full pay period in July 2017, base salary (defined as base pay) shall be increased 3.0%, and effective the first full pay period in July 2018, base salary (defined as base pay) shall be increased 3.0%.
2. **Stand by pay:** The City will increase standby pay from two (2) hours of pay to three (3) hours of pay per day at the E step of the Maintenance Worker III at straight time for each 24 hours on standby pro-rated.
3. **Call back pay:** Call back compensation shall be increased from a minimum of two (2) hours to three (3) hours at time and a half (1½). Call backs between the hours of 9:00 p.m. and 5:00 a.m. will be compensated at a minimum of four (4) hours at time and a half (1½).
4. **Uniform cleaning allowance:** The City will increase its monthly uniform cleaning allowance from fifteen (\$15.00) dollars to thirty (\$30.00) dollars.

5. **Dental Plan (new):** Effective July 1, 2016 the current Dental Plan will allow unused dental contributions of up to three-hundred (\$300.00) dollars towards for expenditures for vision care for the unit member and up to two-hundred (\$200.00) dollars per dependent to include prescriptive lenses and frames, contact lenses, optometry or eye appointments which are not covered by unit member or dependents medical insurance.
6. **SDI (new):** During the term of this MOU, the Administrative Services Department and the Union shall coordinate the implementation of the State of California Short Term Disability Program. The program shall be at the employee's cost.
7. **Opt out of City Medical Plan Stipend (new):** If waiving coverage, unit members who provide written verification of other group plan coverage will receive a maximum monthly stipend of three-hundred fifty (\$350.00) dollars.
8. **Bereavement Leave:** In the event of a death in the immediate family of a full-time regular employee, up to five (5) working days of bereavement leave will be allowed for personal matters relating to death.
9. **Probationary Period (new):** The probationary period for all newly hired employees in this unit to the City shall be six (6) months and may be dismissed during the probationary period at any time without right of appeal. The probationary period may be extended by the City Manager, upon the recommendation of the Department, for not more than six (6) months.
10. **Retirement:** Updates retirement section to conform to the 2013 Public Employee Pension Reform Act (PEPRA).
11. **Health Insurance:** Maintains the current language that provides City contributions towards premiums for employee only for the least expensive plan and updates the MOU to include the City's current contribution towards employee plus one and family based on current contract language.
12. **Outside Employment (new):** Effective July 1, 2016, unit employees shall provide written notification of current outside employment employee has been engaged in prior to June 30, 2016 and will continue to be engaged in after July 1, 2016 that is providing contract services through a City awarded contract related to services performed by the Department. Effective July 1, 2016, employee shall seek prior approval of any outside employment with an employer that is providing contract services through a City awarded contract related to services performed by the Department. Additionally, at any time the employee's outside employer bids or is awarded a contract with the City of Los Altos, employee shall notify the Department within five (5) working days for the Department to review the appropriateness of the continued employment to ensure transparency and avoidance of conflict.

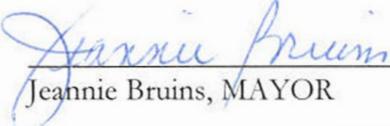
13. **Hours of Work Section 19.08:** Contingent upon agreement of a successor MOU, the City will take the necessary administrative action to recommend the following changes to the Personnel Regulations, Hours of Work Section 19.08:

- All offices of the City, except those for which special regulations are required, shall be kept open for business on all days of the year except Saturdays, Sundays and Holidays continuously from 8:00 a.m. until 5:00 p.m. on weekdays. Departments for which necessity requires a different schedule from that generally applied, shall work according to regulations prepared by the respective department head and approved by the City Manager. These schedules include the 9/80 and 4/10 work schedule.
- **(new provision)** The City will notify the Union and confer with the Union in accordance with Section 5.2 of this MOU prior to making any permanent work schedule changes. The City will give employees a minimum of twenty (20) working days' notice prior to implementation of the permanent schedule change.

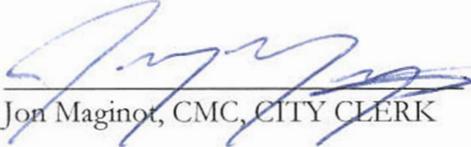
14. Except as specified above, all existing terms and conditions of employment and conditions of employment set forth in the July 1, 2013 – July 1, 2016 MOU shall remain in effect for the term of the Successor Agreement and will be updated accordingly.

**I HEREBY CERTIFY** that the foregoing is a true and correct copy of a Resolution passed and adopted by the City Council of the City of Los Altos at a meeting thereof on the 12<sup>th</sup> day of July, 2016 by the following vote:

AYES: BRUINS, MORDO, PEPPER, PROCHNOW  
NOES: SATTERLEE  
ABSENT: NONE  
ABSTAIN: NONE

  
\_\_\_\_\_  
Jeannie Bruins, MAYOR

Attest:

  
\_\_\_\_\_  
Jon Maginot, CMC, CITY CLERK