

MEETING DATE 8/22/05

AGENDA ITEM Approval of Amendment to the Master Memorandum of Understanding (MOU) between the City of Culver City and the Culver City Employees' Association (CCEA) Regarding Bus Operator's Meal and Rest Breaks

ATTACHMENTS

	<u>Pages</u>
1 Letter of Agreement between the City and CCEA	1-2
2 Proposed contract amendment to the Master MOU	3-4

**AGREEMENT
BETWEEN THE CITY OF CULVER CITY
AND THE
CULVER CITY EMPLOYEES' ASSOCIATION
REGARDING
"BUS OPERATORS MEAL AND REST BREAKS"**

STATE WAGE ORDER NO 9

The City of Culver City herein referred to as the City, is subject to the establishment of meal and rest breaks for Bus Operators in compliance with Assembly Bill 98 and the State and Industrial Welfare Commission proposed Wage Order No 9 herein referred to as the "Order". The Order is scheduled to become effective July 1, 2004, or following the expiration date of any valid collective bargaining agreement applicable to such commercial drivers then in effect but, in any event, no later than August 1 2005

REQUIREMENTS

The Order establishes requirements for providing Bus Operators

- Up to a thirty (30) minute meal break after five (5) hours of work, and
- For more than ten (10) hours of work in a day, another up to thirty (30) minute meal break, and
- Two (2) ten-minute rest breaks during an eight (8) hour day

EXEMPTION

The Order provides for an exemption for public transit operators that meet certain conditions which are spelled out in the Order itself

AGREEMENT

The City and the Culver City Employees' Association herein referred to as "CCEA," agree that all conditions required in the Order for the City to be exempted from the Order have been met and agreed to by both parties as follows

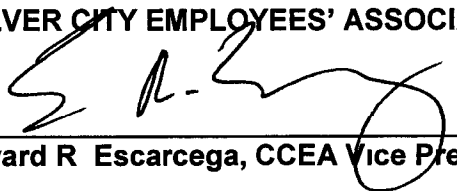
- 1 CCEA is a valid labor organization recognized by the City to represent the classification of Bus Operator
- 2 CCEA and the City have a valid collective bargaining agreement, herein referred to as a "Memorandum of Understanding," for all Bus Operators employed by the City
- 3 The Memorandum of Understanding between the City and CCEA is hereby amended to specifically and expressly incorporate all of the requirements of Wage Order No 9 providing
 - Up to a thirty (30) minute meal break after five (5) hours of work, and
 - For more than ten (10) hours of work in a day, another up to thirty (30) minute meal break, and
 - Two (2) ten-minute rest breaks during an eight (8) hour day

- 4 The Memorandum of Understanding Contract Amendment (see Attachment "A") regarding Bus Operator disputes specifically only concerning the City's application of meal and rest breaks which are not resolved through the City's grievance procedure as agreed to by the City and CCEA, shall be submitted to final and binding arbitration
- 5 Should the grievance be unresolved through the City's grievance procedure, specific provisions for the final and binding arbitration process will be determined between the City and CCEA, to resolve Bus Operator disputes specifically only concerning the application of meal and rest breaks
- 6 The Memorandum of Understanding provides for premium wages for overtime worked by Bus Operators
- 7 The Memorandum of Understanding provides for a Bus Operator hourly rate of pay not less than thirty percent (30%) more than the State minimum wage rate

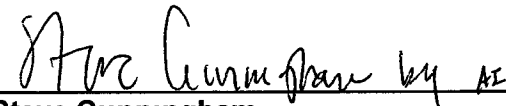
PARTIES TO THE AGREEMENT

This Memorandum of Understanding Contract Amendment (see Attachment "A") is hereby ratified and agreed to for approval by authorized representatives of the City and the CCEA and entered into this 29th day of July, 2005

CULVER CITY EMPLOYEES' ASSOCIATION


Edward R Escarcega, CCEA Vice President

CITY OF CULVER CITY, CA


Steve Cunningham
Transportation Director

In witness whereof the parties hereto have caused this agreement to be executed this _____
_____ day of _____

CULVER CITY EMPLOYEES' ASSOCIATION

Jerry Williamson, President
Culver City Employees' Association

CITY OF CULVER CITY, CA

Jerry Fulwood
Chief Administrative Officer

2

**Contract Amendment to the Master Memorandum of Understanding
between the City of Culver City and
Culver City Employees' Association (CCEA) regarding
Bus Operators Meals and Rest Breaks – per State Wage Order No. 9**

Article IV, Section III, "Bus Operators Schedule" shall be hereby amended as follows

A Full-Time Runs – Recovery Time – Meal and Rest Breaks

- 1 Recovery time is defined as the period after completion of a run when the bus is stationary and not in service
- 2 In scheduling full-time runs (i.e. over five [5] hours in length) for Bus Operators, the City agrees to include recovery time that is sufficient to provide for meal and/or rest breaks for the Bus Operator that cumulatively totals at least forty (40) minutes
- 3 For full-time runs over eight (8) hours, the City agrees to include recovery time that is sufficient to provide for meal and/or rest breaks for the Bus Operator that cumulatively total at least fifty (50) minutes
- 4 The unpaid time in between non-straight 'split shift' runs or cumulative recovery time on part-time runs (i.e., under five [5] hours in length) shall serve as the Bus Operator meal and/or rest breaks

B Unrealized Recovery Time

- 1 From time-to-time due to traffic conditions, accidents and other incidents beyond the control of the City a Bus Operator on a full-time run may not receive any or all of the cumulative recovery time
- 2 The Bus Operator shall then contact a Transit Operations Supervisor and complete and sign a form claiming the "unrealized" recovery time
- 3 Upon approval of the claim by the Transit Operations Manager, the Bus Operator shall receive straight time compensation for the time not realized at their regular rate of pay

C Verification of Unrealized Recovery Time Claims

- 1 The City reserves the right to verify any claims by Bus Operators for unrealized recovery time, including the use of Automatic Vehicle Locator (AVL) technology
- 2 The City reserves the right to impose disciplinary action up to and including removal from employment with the City, for the filing of false claims for unrealized recovery time compensation

CCEA EE

CITY AL

D Cumulative Unrealized Recovery Time – Effective First Bid 2006

- 1 In order to allow the City time to ensure to the maximum extent possible that its Bus Operators receive sufficient cumulative recovery time for meal and/or rest breaks this provision will not take effect until the first bid of calendar year 2006
- 2 During this period, the City shall consult with its Bus Operators to determine any schedule or route modifications that may ensure sufficient recovery time for meal and/or rest breaks

E Grievances – Bus Operators Meal and Rest Breaks

- 1 Any Bus Operator dispute specifically only concerning the City's application of meal and rest breaks which is not resolved through the City's grievance procedure as agreed to by the City and CCEA shall be submitted to final and binding arbitration
- 2 Should the grievance be unresolved through the City's grievance procedure, specific provisions for the final and binding arbitration process will be determined between the City and CCEA to resolve Bus Operator disputes specifically only concerning the application of meal and rest breaks

CCEA EE

CITY AZ