

EXHIBIT B: Meals and Rest Periods MOU

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WESTERN WALL AND CEILING CONTRACTORS ASSOCIATION (WWCCA)
AND
PAINTERS AND ALLIED TRADES, DISTRICT COUNCIL NO.36
ON BEHALF OF
DRYWALL FINISHERS LOCAL UNION 1136**

MEALS AND REST PERIODS

This Memorandum of Understanding (hereafter referred to as "MOU") is entered on May 16, 2019 between Western Wall and Ceiling Contractors Association (hereafter referred to as "WWCCA") and the Painters and Allied Trades, District Council No. 36 on behalf of Drywall Finishers Local Union 1136 (hereafter referred to as "Drywall Finishers"). The WWCCA and the Drywall Finishers are referred to hereafter, collectively, as the "Parties". This MOU interprets, amends and modifies the provisions of the 2016 -2020 Southern California Drywall Finishers Joint Agreement between Finishers Conference of the WWCCA and the Drywall Finishers:

1. The parties acknowledge and agree that the Southern California Drywall Finishers Joint Agreement and this MOU constitute a valid collective bargaining agreement (hereafter referred to as "CBA") expressly providing for the wages, hours of work, and working conditions of the employees of the WWCCA contractor and expressly provides for meal periods for those employees, final and binding arbitration of disputes concerning application of the CBA's provisions (including those involving meal and rest periods, premium wage rates for all overtime hours and a regular hourly rate of pay of not less than thirty percent more than the state minimum wage and covers employees employed in a construction occupation). As such, under California Labor Code §512(e) and Wage Order 16, the meal period requirements for employees are determined by the parties. The parties have agreed to provide equivalent meal period protections to employees, by incorporating Wage Order 16 into Article 8 of the CBA. Any claim for violation of this provision are subject to the grievance and arbitration provisions of Article 8 of the CBA.
2. Similarly, by incorporating Wage Order 16 in Article 8 of the CBA and making violation of this provision subject to the grievance and arbitration provision of Article 8 of the CBA the parties have provided equivalent rest period protections within the meaning of Section II (e) of Wage Order 16.
3. The parties agree that the following schedules provide equivalent protection for meal and rest periods in accordance with the CBA, Wage Order 16, and applicable law. The parties acknowledge and agree that the unique conditions of the construction sites on which contractors members work may require this "scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday" as provided for in Wage Order 16:

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- a. All employees are authorized and permitted to take two (2) paid ten (10) minute rest periods during a normal eight (8) hour shift, which insofar as practicable shall be in the middle of each four (4) hour work period. Accordingly, an employee is authorized and permitted to have a ten (10) minute rest period in the morning and a ten (10) minute rest period in the afternoon during a normal eight (8) hour shift.
 - b. As a voluntary choice and alternative to the two(2) ten (10) minute rest periods set forth above, each employee may elect to take a single paid rest period of twenty (20) minutes, which shall be provided within three (3) hours of the start time of the shift and forego the afternoon ten(10) minute rest period. In order to elect this alternative, the employee must sign the *Employee Voluntary Election Form for Rest Periods* (see Attachment 1) which may be revoked by giving notice to the employer in writing at any time.
 - c. An unpaid, duty-free meal period of thirty (30) minutes shall b be provided within six (6) hours of the start time of the shift.
- 4. The parties may modify the foregoing schedule upon mutual written agreement to accommodate specific jobsite conditions such as man lift availability, differing start times, or other issues.
 - 5. The WWCCA contractor shall have the option to provide alternative meal and rest period schedules in accordance with Wage Order 16 instead of the foregoing.
 - 6. Any alleged violation of the meal and rest period provisions of the MOU, the CBA, or California law shall be subject exclusively to the grievance and arbitration provisions of Article 8 of the CBA. Any dispute arising out of this MOU, including its interpretation, formation, or validity shall be subject exclusively to the grievance and arbitration provisions of Article 8 of the CBA.
 - 7. This MOU shall be in full force and effect during the CBA between the WWCCA and the Drywall Finishers and any renewal, extension, or modification of the CBA, unless it is expressly terminated by the parties by an instrument in writing signed by the parties.

**WESTERN WALL AND CEILING CONTRACTORS
ASSOCIATION (WWCCA)**

**PAINTER AND ALLIED TRADES
DISTRICT COUNCIL NO. 36, on behalf of
Drywall Finishers Local Union 1136**

X *Albert Carrillo*

Albert Carrillo, CEO

5/16/2019

Date

X *Luis F. Robles*

Luis F. Robles, Business Manager

5/16/19

Date

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Attachment 1: Employee Voluntary Election Form for Rest Periods

SAMPLE FORM

EMPLOYEE VOLUNTARY ELECTION FORM:
For Rest Periods

I hereby acknowledge that I have been advised by my employer, that I am authorized and permitted to take two (2) ten (10) minute rest periods during a normal eight (8) hour shift, which insofar as practicable shall be in the middle of each four (4) hour work period. Accordingly, I understand that I am authorized to take a ten (10) minute rest period in the morning and a ten (10) minute rest period in the afternoon during a normal eight (8) hour shift.

At my choice, I voluntarily elect and choose to take a single twenty (20) minute paid rest period within the first three (3) hours of my work shift and forego the afternoon ten (10) minute rest period, instead of taking the two (2) authorized ten (10) minute rest periods, as set forth above.

I hereby acknowledge that I have been advised by my employer that I may revoke this election at any time by providing written notice to my employer, of the revocation of this election.

I understand and agree that if I have any claim that my employer has not provided rest periods as required by law or the collective bargaining agreement, I must file a grievance with my union, the Painters and Allied Trades District Council No. 36, Drywall Finishers Local Union 1136, pursuant to the grievance/ arbitration procedure of the collective bargaining agreement.

This election is voluntarily made and is solely based on my understanding of the above-mentioned options, and shall remain in full effect until revoked in writing by me.

PRINT NAME: _____

SIGNATURE: _____

LAST FOUR DIGITS OF SSN: _____

DATE: _____

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