

**AMENDMENT
TO THE
2016- 2020**

**SOUTHERN CALIFORNIA DRYWALL FINISHERS JOINT
MASTER LABOR AGREEMENT**

[Term: October 1, 2016 through September 30, 2020]

The following provisions reflect the discussion between the Painters and Allied Trades District Council No. 36, on behalf of Drywall Finishers Local Union 1136 (hereafter referred to as the "Union"), and the Western Wall and Ceiling Contractors Association, Inc. negotiating on behalf of its respective members (hereafter referred to as the "Association"). The Union and the Association are parties to the 2016-2020 Southern California Drywall Finishers Joint Master Labor Agreement (hereafter referred to as the "Agreement") and hereby agree to the following provisions to amend the Agreement:

1. All terms and conditions of the current Agreement (2016 -2020) shall be extended for a period of two (2) years, commencing **October 1, 2020** through **September 30, 2022**.
 - a. *Article 28 (1) of the Agreement shall be amended to reflect the extended contract period referred to as the "2020-2022 Drywall Finisher's two (2) year extension" effective October 1, 2020 through September 30, 2022. All relevant dates shall be changed throughout the Agreement.*
2. The parties have agreed to the following increases to the total economic package for the eleven (11) Los Angeles and San Diego counties covered under the Agreement:
 - a. Effective: October 1, 2020 \$2.50
 - b. Effective: October 1, 2021 \$2.50
3. Under *Article 8* of the Agreement, add new "*Exhibit A: Pyett Language*".
4. Under *Article 15 (e)* of the Agreement, add new "*Exhibit B: Memorandum of Understanding for Meal and Rest Periods*".

Except as expressly amended by this Amendment, all other terms and conditions of the current Agreement shall remain in full effect.

**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

AMENDMENT to the 2016-2020 Southern California Drywall Finishers Joint MLA

EXHIBIT A:

Pyett Language

EXHIBIT A: PYETT LANGUAGE

DISPUTES AND GRIEVANCES

A. Arbitration of Employment Related Claims.

Any dispute, complaint or grievance alleging a violation of the Agreement shall be processed through Article XVII, Joint Conference Board and Procedure for Settling Grievances and Disputes. The Local Union and Union shall retain sole and exclusive ability to bring such a grievance to arbitration pursuant such Article. In addition, any dispute, complaint or grievance concerning a violation of, or arising under, Industrial Welfare Commission Wage Order 16 ("Wage Order 16") which is subject to Article XVII, Joint Conference Board and Procedure for Settling Grievances and Disputes by operation of Wage Order 16 and exemptions contained therein for employees covered by collective bargaining agreements shall remain subject only to Article XVII and not this Appendix A. Disputes, complaints or grievances within the scope of this paragraph shall be referred to as "Contractual Disputes."

In addition to Contractual Disputes that may be brought by the Union or Local Union as described above, all employee disputes concerning violations of, or arising under Wage Order 16 (except as noted in the immediately preceding paragraph), the California Labor Code Sections identified in California Labor Code section 2699.5 as amended, the California Private Attorneys General Act (Labor Code section 2698, et seq.), and federal, state and local law concerning wage-hour requirements, wage payment and meal or rest periods, including claims arising under the Fair Labor Standards Act (hereinafter "Statutory Dispute" or "Statutory Disputes") shall be subject to and must be processed by the employee pursuant to the procedures set forth in this Appendix A as the sole and exclusive remedy. To ensure disputes are subject to this grievance procedure in accordance with the intended scope of coverage set forth herein, Statutory Disputes also include any contract, tort or common law claim concerning the matters addressed in the foregoing laws (other than a claim of violation of the Agreement which are deemed Contractual Disputes). This Appendix A shall not apply to claims under the statutes administered by the National Labor Relations Board, the Employee Equal Opportunity Commission, the Department of Fair Employment and Housing, and the California Division of Workers' Compensation.

B. Procedure for Arbitration of Disputes.

No Statutory Dispute subject to this Appendix A shall be recognized unless called to the attention of and, in the event it is not resolved, confirmed in writing by the individual employee to the individual Contractor and the Local Union within the later of (I) the time set forth in Article XVII, Joint Conference Board and Procedure for Settling Grievances and Disputes, or (II) the time provided for under applicable statute.

AMENDMENT to the 2016-2020 Southern California Drywall Finishers Joint MLA

EXHIBIT A: PYETT LANGUAGE

Grievances and arbitrations of all Statutory Disputes shall be brought by the individual employee in an individual capacity only and not as a grievant or class member in any purported class or representative grievance or arbitration proceeding. The Arbitrator shall have the authority to consolidate individual grievances for hearing, but shall not have the authority to fashion a proceeding as a class or collective action or to award relief to a group or class of employees in one grievance or arbitration proceeding.

If the individual employee dispute is a Statutory Dispute subject to this Appendix A, the grievance shall not be heard by the Joint Adjustment Board, but shall proceed directly to an independent Arbitrator.

In such cases, the procedures for selection of an Arbitrator contained in Article XVII shall not apply; instead, the individual employee and the Contractor shall proceed to arbitration pursuant and subject to the American Arbitration Association National Rules for Employment Disputes. The Contractor shall pay all fees and costs related to the services of the American Arbitration Association and the services of the Arbitrator; however, the Arbitrator may reallocate such fees and costs in the arbitration award, giving due consideration to the individual employee's ability to pay. Each party shall pay for its own costs, expenses, and attorneys' fees, if any. However, if any party prevails on a statutory claim which affords the prevailing party costs or attorneys' fees, or if there is a written agreement providing for an award of costs or attorneys' fees, the Arbitrator may award costs and reasonable attorneys' fees to the prevailing party. Any issue regarding the payment of fees or costs, and any disputes about the manner of proceeding shall be decided by the Arbitrator selected. The Local Union or Union shall not be a party to such, and shall bear no costs or fees of the arbitration.

The Arbitrator shall have full authority to fashion such remedies and award relief consistent with limitations under federal and state law, and precedent established thereunder, whether by way of damages or the award of attorneys' fees and other costs, orders to cease and desist, or any and all other reasonable remedies designed to correct any violation which the Arbitrator may have found to have existed, including such remedies as provided under applicable state or federal law or regulation. The decision of the Arbitrator is final and binding upon the parties and is enforceable in a court of competent jurisdiction.

The Arbitrator shall not have any authority to award relief that would require amendment of the Agreement or other agreement(s) between the Union and a Contractor or the Association, or which conflicts with any provision of any collective bargaining agreement or such other agreement(s). Any arbitration outcome shall have no precedential value with respect to the interpretation of the Agreement or other agreement(s) between the Union and a Contractor or the Association.

AMENDMENT to the 2016-2020 Southern California Drywall Finishers Joint MLA

EXHIBIT B:

Memorandum of Understanding for Meal and Rest Periods

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 an 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:

AMENDMENT to the 2016-2020 Southern California Drywall Finishers Joint MLA

EXHIBIT B: Meals and Rest Periods MOU

- 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 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

AMENDMENT to the 2016-2020 Southern California Drywall Finishers Joint MLA

EXHIBIT B: Meals and Rest Periods MOU

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: _____