

2000-2006

CARPENTERS' MASTER AGREEMENT

Between

**ASSOCIATION OF ENGINEERING
CONSTRUCTION EMPLOYERS**

and

**CARPENTERS' 46 NORTHERN CALIFORNIA
COUNTIES CONFERENCE BOARD**

of the

**UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA (AFL-CIO)**

CARPENTERS' MASTER AGREEMENT

2000 - 2006

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PREAMBLE

This Agreement represents a new beginning of cooperation between signatory employers and the Union in a mutual effort to retain and regain the major portions of the work within the geographic area for unionized construction. The successes of the Agreement will be judged on the ability of the signatory contractors to be successful in obtaining contracts where union employees will be employed.

CARPENTERS MASTER AGREEMENT (AECE)

46 Northern California Counties

2000-2006

SECTION 1

THIS MASTER AGREEMENT made and entered into this 1st day of July, 2000, by and between the **ASSOCIATION OF ENGINEERING CONSTRUCTION EMPLOYERS (AECE)**, and its respective members, herein referred to collectively as the Employer, and the **CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD**, on behalf of the Northern California Carpenters Regional Council (NCCRC) and affiliated Local Unions having jurisdiction in the 46 Northern California Counties, hereinafter referred to as the Union. This Agreement amends, modifies, supplements, changes, extends and renews the Agreements dated June 16, 1971, July 18, 1974, June 16, 1977, June 16, 1980, September 1, 1982, January 1, 1986, April 1, 1988, June 16, 1992, June 16, 1997, and is effective July 1, 2000.

SECTION 2

TERM OF AGREEMENT

This Agreement shall remain in full force and effect from the 1st day of July, 2000 through the 30th day of June, 2006, and shall continue thereafter unless either party, not more than ninety (90) days or less than sixty (60) days prior to the 30th day of June, 2006, or not more than ninety (90) days nor less than sixty (60) days prior to the 30th day of June of any subsequent year, serves written notice on the other of its desire to change, modify, amend, supplement, renew, extend or terminate this Agreement.

All notices required to be given to the Union shall be addressed to it at 446 Hegenberger Road, Oakland, California 94621.

While this Agreement continues in effect, neither party will make demands upon the other party for any changes in conditions or benefits or for any new or additional conditions or benefits except at the time and in the manner provided above. Notice to the Employer shall be deemed notice to all individual employers.

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the individual employers.

SECTION 2-A WORK PRESERVATION

The parties to this Agreement agree to monitor the state of the Highway Industry on an ongoing basis and if necessary to maintain market share, take further action to modify the Agreement to ensure work opportunities for the membership and to maintain the competitive position of the Employer.

Therefore, notwithstanding the provisions of Section 2 of the Carpenters Master Labor Agreement, the AECE may appoint one (1) representative to the Carpenters Work Preservation Committee to review requests for changes in the terms and conditions of the AECE Master Labor Agreement that may be necessary to preserve work opportunities for employees and individual employers covered by the AECE Master Labor Agreement. This Committee is not authorized to make changes to the AECE Master Labor Agreement without the expressed approval of the AECE appointed representative.

SECTION 3 AREA COVERED

The area covered by this Agreement shall be Northern California, consisting of the forty-six (46) counties located above the northerly boundary of San Luis Obispo County, the northerly boundary of Kern County, and the westerly boundaries of Inyo and Mono Counties, to wit: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Solano, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

SECTION 4 WORK COVERED

All carpentry work on all construction, including, but not limited to, construction, erection, alteration, repair, modification, demolition, addition or improvement of or to a building or any other structure or construction.

All carpentry work on heavy, highway and engineering construction, including, but not limited to, the construction, improvement, modification and demolition of all or any part of streets, highways, bridges, viaducts, railroads, storage elevators, tunnels, airports, water supply, irrigation, flood

control and drainage systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or riprap stone, pipelines, offshore construction, or operations incidental to such heavy construction work.

Work in connection with new methods of construction or use of materials established or developed during the term of this Agreement, and the use and application of tools, devices, metal or plastic studs or any substitute thereof, metal or plastic forms or slip form procedures, mechanical power driven or otherwise, customarily and regularly used by carpenters, any mechanical or technological substitutes thereof, whether continuously or intermittently and which are regarded tools of the carpentry trade. This shall include though not be limited to the use and operation of forklifts, platform lifts and operation of concrete chutes.

All carpentry work in connection with plywood decking, beam sides and beam soffits and all concrete form work.

All carpentry work in connection with tilt-up construction including, but not limited to, benchmarks, layout, setting of all forms, blockouts, metal door and window jambs, templates for bolts, lift points, knee braces, stripping of forms, rigging, setting, plumbing and aligning, welding, drilling, cleaning, ledger bolts, setting ledgers, setting of expansion joints, and caulking. Also to include forms for stairs and loading docks (setting and stripping), installation of all doors, installation of laminated beams or precast structures, and operation of the fork lift in reference to all of the above work.

All work in connection with self supporting scaffolds over fourteen feet (14') in height whether patent or otherwise constructed.

The work covered by this Agreement shall include all types of wood flooring of any size, shape or pattern, in all its branches and phases including prefinished wood and hardwood products, such as nailing, filling, laying, stripping, tongue and groove, underlayment, blocks-mastic work, sanding, edging, staining, finishing, basing, application of shellac, varnishes, sealers, waxing and related work.

Should an individual employer party to this Agreement perform work as a drywall contractor or drywall subcontractor, he shall do so under the terms and conditions of the current Drywall Master Agreement between the appropriate body of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO and the appropriate Drywall Contractors Association for the 46 Northern California Counties. However, drywall work which is incidental to the work of the individual employer may be performed under the terms and conditions of this Agreement.

Should an individual employer party to this Agreement perform work or subcontract work covered by the Pile Drivers, Divers, Carpenters, Bridge, Wharf and Dock Builders Local Union #34 Agreement, the individual employer shall observe the terms and conditions of the Local Union #34 Agreement.

Should an individual employer party to this Agreement perform work or subcontract work covered by the Office Modular Systems Addendum, the individual employer shall observe the terms and conditions of the Office Modular Systems Addendum.

SECTION 5 RECOGNITION OF EMPLOYER

The Union hereby recognizes the Employer as the sole and exclusive bargaining representative for their respective members, present and future, who are or hereafter become members.

Notwithstanding any provisions of this agreement, including Section 6, it is the specific understanding of the parties that only those members of the Employer who have authorized the Employer to execute this Agreement on their behalf, or who execute the Agreement directly with the Union, shall be bound to this Agreement.

SECTION 6 EMPLOYER MEMBERSHIP

This Agreement is made for and on behalf of and shall be binding upon all persons, firms or corporations under any name or style of doing business in the construction industry that, at the time of the execution of this Agreement are, or during the term hereof authorize the Employer to execute this Agreement on their behalf with the Union in the area covered by this Agreement. A list of such individual employer members shall be furnished to the Union upon the execution of this Agreement, and thereafter shall be furnished to the Union not less often than once a month.

SECTION 7 RECOGNITION OF UNION

The Employer and each individual employer expressly acknowledge that they and each of them have satisfied themselves that the Union and/or each of its constituent bodies represents a majority of employees employed to perform bargaining unit work and agrees that the Union and or each of its constituents is the collective bargaining representative of such employees. The Employer on behalf of itself and each of its members and each individual employer specifically agrees that it and they are establishing or have established a collective bargaining relationship by this Agreement within the meaning of Section 9 of the National Labor Relations Act of 1947, as amended. The Union is recognized as the sole and exclusive bargaining agent for itself, the NCCRC and all of its affiliated Local Unions.

SECTION 8 INDEPENDENT AGREEMENT

In the event the Union establishes special conditions for work covered by the Agreement, those special conditions shall be made available to the Employer or individual employers who wish to

perform the designated work in the same locality as provided for in that immediate Area Agreement.

The Union will promptly notify the Employer in writing of any amendment, modification, exception or addendum to this Agreement which might be negotiated in any area covered by this Agreement between the Union, any individual employer or group of individual employers.

SECTION 9 LIABILITY OF THE PARTIES

This Agreement is made for and on behalf of, and shall be binding upon all persons, firms and corporations, who at the time of execution of this Agreement are members of Employer, or subsequently become members of Employer as defined in Section 6. This Agreement is binding upon each individual employer regardless of whether or not the individual employer changes the name or style or address of the business. Each individual employer, corporate or other legal entity, or its successor as per Section 6, shall be liable, subject to, and bound by this Agreement. It is agreed that the wages, hours and working conditions of this Agreement are the wages, hours, and working conditions in the area covered by this Agreement.

Except as may be provided in Section 2 of this Agreement, each employer individually signatory hereto waives any right that he or it may have to terminate, abrogate, repudiate, or cancel this Agreement during its terms, during the term of any future modifications, changes, amendments, supplements, extensions, or renewals of or to said Master Agreement, or to file any Petition before the National Labor Relations Board seeking to accomplish such termination, abrogation, cancellation or repudiation.

SECTION 10 GENERAL SAVING CLAUSE

It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter or of this Agreement, and the parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of this Agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement. The parties agree that if and when any provisions of this Agreement are held or determined to be illegal or void they will then promptly enter into lawful negotiations concerning the substance thereof.

It is the intent of the parties to this Agreement that each and every, all and singular, of the provisions of this Agreement be fully in accordance with Federal and State Law. Its interpretation and the interpretation of each of the provisions of this Agreement are therefore intended to apply no broader than that permitted by law.

SECTION 11 NO DISCRIMINATION

It is mutually agreed by the Employer and the Union to fully comply with all the provisions of Title 7 of the Civil Rights Act of 1964, Presidential Executive Orders No. 10925, 11114 and 11246, the California Fair Employment Practices Act, and Americans with Disabilities Act of 1991 to the end that no person shall, on the grounds of age, sex, race, color, disability as defined by the Americans with Disabilities Act, national origin or Vietnam Veteran status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination by not having full access to the contents of this Agreement.

SECTION 12 UNION SECURITY

- (1) Every person performing work covered by this Agreement who is a member of the Union and in the employment of an individual employer on work covered by this Agreement on the effective date of this Section 12 shall, as a condition of employment or continued employment, remain a member in good standing of the Union or the appropriate Local Union of the Union. Every other person covered by this Agreement and employed to perform work covered by this Agreement shall be required, as a condition of employment, to apply for and become a member of and to maintain membership in good standing in the Union or the appropriate Local Union of the Union which has territorial jurisdiction of the area in which such person is performing work on the expiration of eight (8) days of employment, continuous or cumulative, on such work following the beginning of such employment or the effective date of this Section 12, whichever is later. Membership in any Local Union shall be available to any such person on the same terms and conditions generally applicable to other members. If Federal Law is hereafter amended to permit a lesser requirement for union membership or union membership as a condition of employment than provided in this Section 12, the Employer and the Union will promptly enter into negotiations with regard to such subject.
- (2) The individual employer shall not be required to discharge any employee pursuant to this Section 12 until a written notice from the appropriate Local Union of the Union of such employee's non-compliance with this Section 12, stating all pertinent facts showing such non-compliance, shall have been served upon such individual employer and two (2) working days shall have been allowed for compliance therewith.
- (3) No person (owner, partner, or officer of any individual employer) shall be permitted to perform work covered by this Agreement unless such person is covered by all the provisions of this Agreement including the payment of all Trust Fund contributions; provided, however, that not more than one (1) owner may be permitted to work with the tools under the same conditions with the exception of Section 12 (1). This section shall not be interpreted so as to diminish work opportunity for employees covered by this Agreement.

Membership in good standing shall be defined as the tendering of uniform initiation fees and dues, including supplemental dues.

**SECTION 13
UNION REPRESENTATIVE**

Union representatives shall be permitted at all times upon any place or location where any work covered by this Agreement is being, has been or will be performed.

Where there are visitation restrictions imposed at the jobsite by entities other than the individual employer, the individual employer will use his best efforts to provide access to the site by the union representative.

**SECTION 14
STEWARDS**

- (1) A steward shall be a working journeyman employee, appointed by the Local Union or the NCCRC of the Union, who shall, in addition to his/her work as a journeyman be permitted to perform, during working hours, such of his/her Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees that stewards shall be allowed a reasonable amount of time for the performance of such duties. The Business Representative shall notify immediately the individual employer of the appointment of each steward to be confirmed by letter.
- (2) No steward shall be laid off or terminated without concurrence of the appropriate Business Representative except for:
 1. Proven dishonesty.
 2. Excessive drinking.
 3. Chronic failure to report for work.
 4. Completion of the carpentry work on the job.

If a steward is discharged as permitted herein, written notice shall be given to the appropriate Local Union or the NCCRC defining the reasons for discharge.

- (3) Application or violation of this Section shall be subject to Section 51 "Grievance Procedure."

**SECTION 15
NO STRIKE**

Except as provided in this Section, there shall be no strike, lockout or work stoppage by any party hereto or any individual employer. The Union may withhold workers or picket the job of any

individual employer who fails to pay wages or is in violation of the Piece Rate Prohibition or Trust Fund Contribution provisions of this Agreement. The Union may withhold workers of any subcontractor who fails to pay wages or is in violation of the Piece Rate Prohibition or Trust Fund Contribution provisions of this Agreement. The Union, with five (5) days written notice to the individual employer may withhold workers or picket the job of any individual employer for violation of the Hiring Hall, Union Security or Subsistence & Travel provisions of this Agreement only if no dispute exists between the Employer and the Union concerning such alleged violation.

SECTION 16 JURISDICTIONAL DISPUTES

There shall be no cessation or interference in any way with any work of the Employer or any individual employer by reason of Jurisdictional Disputes between the Union and any other union affiliated with the AFL-CIO or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America with respect to jurisdiction over any of the work covered by this Agreement. Such disputes will be settled by the Unions themselves, or submitted to the International Presidents of the Unions involved in the dispute, for determination. Until such determination is made and confirmed by the disputing Unions, the work shall proceed as originally assigned by the individual employer. Craft jurisdiction is neither determined nor awarded by classifications or coverage descriptions appearing in this Agreement. The individual employer shall be bound by an agreement between the General Presidents.

SECTION 17 PICKET LINES

The parties to this Agreement recognize that it is vital to the Unionized segment of the Construction Industry that the work opportunities of the employee and the individual employer signatory to this Agreement proceed without interruption because of disputes involving employers and/or unions not signatory to this Agreement.

The Union will not discipline, the individual employer will not permanently replace and the parties both agree not to threaten nor cause to be denied the rights of individual workers to respect primary picket lines established at or on the jobsites of the individual employer.

SECTION 18 EFFICIENCY

It is agreed that the carpenters, through their business representatives, use their efforts to encourage greater efficiency on the job and that they refrain from the solicitation of premium payments for employees represented by the Union. The employees and the Union shall use their efforts to encourage greater efficiency compatible with sound construction practices on the job and shall refrain from the solicitation of premium payments for employees.

Except as provided in Section 50 hereof, neither party to this Agreement shall by working rules or any other means or device, impose or direct any work limitations affecting quantity restrictions, quotas or units of production, either maximum or minimum, relating to work covered by this Agreement.

No rules, customs or practices shall be permitted that limit production or increase the time required to do any work. There shall be no limitation or restriction of the use of machinery, tools or other labor-saving devices supplied by the individual employer.

SECTION 19 SAFETY

The Union shall cooperate (1) with the individual employer and with each other in carrying out all of the individual employer's safety measures and practices for accident prevention and (2) employees shall perform their duties in each operation in such a manner so as to promote efficient operation of each particular duty and of any job as a whole. The Union and the Employer recognize that drug and alcohol abuse creates an unsafe and inefficient work place. The individual employer must post the name and address of their doctor and the compensation insurance carrier on the jobsite.

All Federal and State safety rules, regulations, orders and decisions shall be binding upon the individual employers and their employees and shall be applied to all work covered by this Agreement. No worker shall be required to work under unsafe conditions.

The individual employer shall be solely responsible for implementation and maintenance of such safety laws, rules, regulations, standards, orders and decisions. Neither the Union nor any Local Union or the NCCRC is responsible for such implementation or maintenance.

All safety equipment required by State or Federal regulations, including hard hats, shall be provided and maintained by the individual employer without cost to his employees. Upon termination the employee shall return such equipment to the individual employer.

SECTION 20 PRE-JOB CONFERENCES

- (1) The individual employer shall at his option or at the option of the Union or the NCCRC call for a pre-job conference. If the Union or the NCCRC desires, it shall be entitled to a pre-job conference solely with the individual employer. The individual employer may include his subcontractors at such conference.
- (2) The individual employer shall advise the Union or the NCCRC, in writing, at all times of the names (including trade names and names of individual proprietors or partners who signed the subcontract) and addresses of all subcontractors or his subcontractors employed or to be employed or contracted with for services to be performed under this Agreement. Such

written notice shall be made at the pre-job conference or ten (10) days prior to the commencement of work by any such subcontractor.

- (3) The individual employer shall, upon request of the Union or the NCCRC, submit letters of past or present work assignment for purposes of clarifying questions of Union jurisdiction.

SECTION 21 AUDIT

Each individual employer upon request of the Union, the Employer, or any Trust Fund specified in this Agreement, shall permit the Trust Fund Auditors to review any and all records relevant to the enforcement of the provisions of this Agreement and to enter upon the premises of such individual employer during business hours at reasonable time or times to examine and copy such books, records, papers or reports of such individual employer as may be necessary to determine whether or not the individual employer is making full payment of all sums required by this Agreement. The decision as to the relevancy of records shall be made by the Joint Delinquency Subcommittee and their decision shall be binding on all parties. Such review shall be permitted not less than ten (10) working days after demand. If the individual employer cancels an audit appointment without appropriate two (2) hours notice to the auditor, the cost of such lost time by the auditor shall be borne by the individual employer.

The cost of audit shall be borne by the individual employer if a shortage disclosed by the audit exceeds \$4,500.00 and is not the result of clerical error.

Trustees of the Trust Funds specified in this Agreement are authorized to determine the appropriate formula to be applied to compute appropriate Trust Fund contributions. The individual employer shall be required to comply with such Trust Fund formula and make payments to the Trust Funds immediately upon being advised of the amount due.

Any legal action to compel audit entry shall be filed in the City and County of San Francisco, and the individual employer agrees that venue is properly in the City and County of San Francisco.

Any individual employer who refuses audit entry shall pay all the legal fees and costs necessary for compliance of audit entry.

The Union has the right to withhold workers from any individual employer who refuses to make available relevant records necessary for the completion of the audit.

Information derived from the audit shall be confidential and used solely for the enforcement of this Agreement.

**SECTION 22
WORK DAY**

The work day shall be eight (8) hours worked between the hours of 8:00 A.M. and 4:30 P.M.

Upon submission of prior written notice by the individual employer to the appropriate District office of the NCCRC, the regular work day may be changed to eight (8) consecutive hours (exclusive of the lunch period) between 7:00 A.M. and 5:00 P.M. The regular work day may be changed to eight (8) consecutive hours (exclusive of the lunch period) between the hours of 6:00 A.M. and 3:00 P.M. by written approval of the appropriate District office of the NCCRC. Once the regular work day is changed, it shall be for no less than five (5) consecutive regular work days and may be changed only by written notification from the individual employer to the appropriate District office of the NCCRC.

The rate of pay for all hours worked other than the regular established work day shall be governed by Section 26, "Overtime."

Any employee who works more than five (5) hours without a meal period shall be paid for all work in excess of said five (5) hour period at the applicable overtime rate until a meal period is provided. (Such pay shall be reckoned by the hour and half-hour.)

All pay shall be reckoned by the day and half-day as follows: Employees who start work at the regular work day or shift shall receive four (4) hours pay or pay for actual hours worked, whichever is greater, regardless of the reason for the inability to complete the regular work day or shift. If the employee voluntarily quits, the employee shall receive pay only for actual hours worked.

**SECTION 23
SHIFT WORK**

Shift work can only be established upon prior notice from the individual employer to the Union and shall be performed as follows:

Except as provided below, where multiple shifts are worked, if the individual employer elects to work the day shift between the hours of 6:00 A.M. and 5:30 P.M., that shift shall work eight (8) hours and for such work they shall be paid the regular straight time rate for eight (8) hours; the second shift shall work seven and one-half (7-1/2) hours, and for such work they shall be paid the regular straight time rate for eight (8) hours; if a third shift is worked, they shall work seven (7) hours and for such work they shall be paid eight (8) hours regular straight time pay. No multiple shift shall be established or started for less than three (3) consecutive work days.

On tenant improvement or renovation projects in occupied buildings with a total contract value of five (5) million dollars or less, the individual employer may perform multiple shift operations on the basis of eight (8) hours pay for eight (8) hours work on all shifts at the regular straight time rate.

Overtime rates shall be paid for all hours worked on the second or third shift if less than three (3) consecutive days are worked. The provisions of this Section 23 with regard to rates of pay for shift work shall apply solely to the portion of the job which requires shift operations.

When it is a condition of securing the work, a special single shift may be established that will be no less than three (3) consecutive days, for off hours between Monday and Friday, and will allow for eight (8) hours pay for eight (8) hours work. Work in excess of eight (8) hours per day shall be subject to the overtime provisions of this Agreement.

All work in excess of eight (8) hours on Saturday and all work on Sundays and holidays shall be double time.

Payments or contributions to each of the Trust Funds provided for in this Agreement shall be based on hours worked or paid for, which include contributions for eight (8) hours per shift. No payment or contribution shall be computed at the rate of time and one-half or double the required rate of payments or contributions per hour, nor shall any such payments or contributions be considered part of the hourly wage rate for the purpose of computing overtime, either under this Agreement, the Fair Labor Standards Act, the Walsh-Healey Act or any other law.

On shift work (a) workers working a shift who come off work on Saturday morning at 8:00 A.M., are to be considered working Friday; (b) workers working a shift who come off work on Sunday morning at 8:00 A.M., are to be considered working Saturday; and (c) workers working a shift who come off work on Monday morning at 8:00 A.M., are to be considered working Sunday.

All regularly scheduled shift work performed on Saturday, Sunday and holidays, shall be in accordance with the overtime rates herein specified. All such work shall be performed under terms and conditions of this Section 23 as to hours worked and rate of pay.

SECTION 24 WORK WEEK

The regular work week shall consist of forty (40) hours of work Monday through Friday. In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, employees may voluntarily make up such day on Saturday and shall be paid the straight time rate. As a courtesy, the individual employer shall advise the appropriate District office of the NCCRC whenever it intends to implement the Saturday make-up day. The NCCRC district office phone numbers are as follows: Central (510) 568-4788. Northern (916) 498-1002, and Southern (408) 779-0312.

Four (4) days of each year will be selected by the Union as designated off days as set forth below:

2000: Friday, February 18th; Friday, May 26th; Monday, July 3rd; Friday, September 1st.

2001: Friday, May 25th; Friday, August 31st; Monday, December 24th; Monday,

December 31st.

2002: Friday, February 15th; Friday, May 24th; Friday, July 5th; Friday, August 30th.

2003: Friday, February 14th; Friday, May 23rd; Friday, August 29th; Friday, December 26th.

2004: Friday, January 2nd; Friday, May 28th; Friday, September 3rd; Monday, December 24th.

2005: Four (4) dates to be determined by the Union.

2006: Two (2) dates to be determined by the Union.

On Residential projects as described in Appendix C, "Residential Addendum" as defined in the Carpenters Master Labor Agreement for Northern California, the work week shall remain as contained therein.

Designated Off Days on all public works shall be governed by Section 26 "Overtime."

SECTION 25 HOLIDAYS

The following are recognized holidays: New Year's Day, Martin Luther King Jr. Day, Washington-Lincoln Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day. If any of the above holidays fall on Sunday, the Monday following shall be observed as the holiday.

SECTION 26 OVERTIME

A. On all building construction, the first two (2) hours prior to the start of the regular or approved day or the first four (4) hours after the end of the approved or regular work day, not to exceed a total of four (4) hours in any one work day shall be paid at time and one-half.

Time and one-half shall be paid for the first eight (8) hours worked on designated off days and/or Saturdays.

All other time shall be paid at double the straight-time rate.

B. On all heavy, highway and engineering construction, including but not limited to the construction, improvement, modification, and demolition of all or any part of streets, highways, bridges, viaducts, railroads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, dams, power houses, refineries,

aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or riprap stone, or operations incidental to such heavy construction work; all overtime worked, other than on Sundays and holidays shall be at time and one-half the regular straight time rate. All overtime worked on Sundays and holidays covered by this Agreement shall be at double the regular straight time rate.

SECTION 27 PARKING

In the event free parking facilities are not available within 1320 feet (measured by the most direct route on a dedicated vehicular public thoroughfare) of a jobsite, the individual employer will provide such facilities and the individual employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the individual employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking area shall be drained and hard surface.

SECTION 28 TOOLS

Carpenters and apprentices shall furnish their own tools, but shall not furnish, rent or lease horses, ladders, mitre boxes, electric drills, automotive equipment to be used for the purpose of hauling or delivering individual employer's materials or equipment, or any kind of power operated machines or saws. Each employee shall arrive on the job with tools in proper condition. To implement this section, the individual carpenter shall provide a tool box with a lock. If necessary the employee shall be allowed a reasonable amount of time during the work week to sharpen tools on the individual employer's time.

The individual employer shall provide on each jobsite a reasonably secure place where his employees may keep their tools. Where ten (10) or more carpenters are employed on any one (1) job or project the individual employer shall provide a separate tool house, or a separate compartment of a tool house under lock and key, for the exclusive use of carpenters. Failure on the part of the individual employer to comply with the provisions hereof shall be referred to the Joint Adjustment Board. If any individual employee's full kit of working tools is lost by reason of fire or theft while in the individual employer's care, the individual employer shall reimburse the employee for such loss upto a maximum of \$500.00. Within two (2) working days from the date of claim for loss of tools as provided herein, the individual employer shall acknowledge liability therefore or reject the claim.

**SECTION 29
PICKUP TIME**

A carpenter shall be entitled to pickup time, which shall not be less than five (5) or more than fifteen (15) minutes at the end of each work day, the particular amount of such pickup time depending upon accessibility to the area to which the employee is assigned. The amount of pickup time shall be determined by mutual agreement at a jobsite conference between representatives of the individual employer and the Union.

**SECTION 30
SHOW UP TIME, TERMINATION PAY AND DISCHARGE**

Other than on the first day of dispatch, in which case two (2) hours shall apply, workers who report for work, for whom no employment is provided, shall be entitled to four (4) hours' pay, except where bad weather conditions beyond the control of the individual employer prevents employment.

Payments of contributions to each of the Trust Funds provided for in this Agreement shall be made with respect to payments required by this Section 30.

Except as hereinafter provided, carpenters who start work, but are discharged between the hours of 8:00 A.M. and 12:00 noon, shall receive four (4) hours' pay; carpenters starting work at 8:00 A.M. who are discharged between the hours of 12:00 noon and 4:30 P.M. shall receive pay only for hours worked.

Carpenters discharged on the first day of employment for inefficiency, insubordination or intoxication, shall receive pay only for hours worked. Carpenters who voluntarily quit shall receive pay only for hours worked.

DISCHARGED EMPLOYEE. Employees receiving notice of termination for any reason shall be allowed a reasonable time (not less than fifteen (15) minutes) before the end of the regular work day to assemble their tools in addition to the normal pickup time prevailing on the job.

After forty (40) hours of employment, the individual employer may discharge any employee for just cause only. Just cause is subject to Section 51, the grievance and arbitration provision of this Agreement. The individual employer during the first forty (40) hours of employment may reject or discharge any employee for any reason.

Discharge for cause shall be in writing to the employee.

**SECTION 31
PAYMENT OF WAGES**

An employee who works the full designated work week shall receive on the last day of that work week pay for not less than the number of hours worked on the Monday of that same work week.

Each individual employer shall provide with each payroll check an itemized check stub showing separately the date of issuance, each contribution and deduction made from the payroll period covered by the check or a separate statement showing the name of the employee, the name and the individual employer's contractor's license number and/or address and the employee's social security number. There shall be no cash payment of any nature or kind whatsoever. Payment by cash or second or multiple checks or combination thereof and the payment of excessive premium rates, excessive travel time or bonuses shall be prima facie evidence of an attempt to violate the provisions of this Section 31.

Should an individual employer compensate an employee with a check for which payment is refused by the individual employer's bank because of insufficient funds, or should an individual employer fail to pay his employees on the regular, established pay day for his job, the obligation of the individual employer to the individual employee shall continue at the employee's regular straight time rate for a period not to exceed forty (40) hours, notwithstanding the above, unless the refusal of payment by the bank is due to the bank's error or omission or to circumstances which are beyond the control of the individual employer. Any question concerning responsibility of the individual employer on whether the omission is beyond his control shall be subject to the grievance procedure of this Agreement. Nothing herein shall, however, prevent the individual employer from changing his payroll date upon five (5) days notice to the appropriate Local Union of the Union that the employee's pay date is being changed.

If terminated by the individual employer for any reason the employee shall be paid immediately in full. His pay status shall continue for each calendar day until pay is received; provided, however, that not more than eight (8) hours pay shall be charged for any calendar day with a maximum of five (5) days.

SECTION 32 PROHIBITION OF PIECE WORK

No person shall be employed in work covered by this Agreement at piece rates or under any system of bonus pay. Payments by cash or second or multiple checks or combination thereof and/or the payment of excessive travel time, bonuses or other payments such as "Travel Pay" or "Subsistence," where not required or permitted by this Agreement, shall be prima facie evidence of a violation of this Agreement.

If at the time of an audit, piece work or bonus payments are discovered, those amounts will be subject to the conversion formula as set forth in Section 21 (Audit). The foregoing shall not apply to an annual bonus paid to supervisors.

**SECTION 33
NONUNION FABRICATED MATERIALS**

To the extent permitted by law, the individual employer will not require Carpenters to handle nonunion fabricated materials.

**SECTION 34
INJURY**

Employees who are, as a result of industrial injury, unable to complete a full day's work, shall nevertheless be paid for the full day on which such injury occurred; provided the attending physician has certified to the employee's inability to complete his regular assigned work on that day of such injury.

An industrial injury shall not be cause for discharge and an applicant for employment shall not be rejected because of prior industrial injury, provided that any such prior industrial injury has not caused the applicant to be incapable of satisfactorily performing the duties and functions required by the job to which he is assigned or would be assigned.

**SECTION 35
DOCUMENT SIGNING**

No employee or applicant for employment will be required as a condition of employment or continued employment to sign any document not required by law.

**SECTION 36
SUBCONTRACTOR RECORDS**

On residential construction, excluding alteration and repair, the individual employer shall keep a record of all hours worked by persons performing work covered by this Agreement for each subcontractor on each separate job or project.

It is recognized and acknowledged that with respect to certain subcontracted functions such as installation of stairways, formica tops, and marlite, it would be difficult and impractical to record the precise hours worked at such function. On such work the individual employer shall make an estimate of the hours worked by the installing subcontractor. These records shall be submitted monthly to the Trust Funds specified in this Agreement.

**SECTION 37
BONDING**

The Union may require of any individual employer who is delinquent in Trust Fund contributions and/or whose payroll checks have been returned for insufficient funds ("bounced"), that such individual employer be required to provide a bond not less than \$5,000.00 or more than \$75,000.00

at the option of the Union or Trust Fund to insure payment of his payroll and/or Trust Fund contributions. An acceptable letter from a responsible party or joint checks may be substituted for bond requirement. It shall not be a violation of this Agreement for the Union to withdraw carpenters from the job(s) of such individual employer who may upon demand and notice, fail or refuse to present such bond to the Carpenter Funds Administrative Office, 444 Hegenberger Road, Oakland, California 94621-1418. In the event the defaulting individual employer is a subcontractor of a prime contractor signatory hereto, the latter will be notified and given opportunity to post bond as herein provided prior to the withdrawal of carpenters from the job(s); provided, however, the bonding company is approved by the Carpenter Funds Administrative Office for Northern California, Inc.

**SECTION 38
APPENDICES**

The following appendices attached to this AECE Agreement are incorporated herein and shall be part of this Agreement as though fully set forth herein: Subsistence (Appendix A), and the Bridge and Highway Structures Addendum (Appendix B).

The special Millwrights Agreement, Residential Addendum, Insulators Addendum, and Scaffold Erection Addendum are not attached to this AECE agreement but are incorporated herein and shall be part of this Agreement as though fully set forth herein.

**SECTION 39
WAGE RATES**

The following shall be the classifications and minimum hourly rates during the term of this Agreement for the effective dates noted and in the areas listed.

A. Nine (9) Counties Area consisting of the following counties:

Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma:

Journeyman wage rates effective	7-1-00
Carpenters	\$28.00
Bridge Builders	28.00
Hardwood Floorlayers	28.15
Shinglers	28.15
Power Saw Operators	28.15
Steel Scaffold & Steel Shoring Erectors	28.15
Saw Filers	28.15
Millwrights	28.00

B. Thirty-Four (34) Counties Area consisting of the following counties:

Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba:

1) Journeyman wage rates effective	7-1-00
Carpenters	\$22.77
Bridge Builders*	23.77
Hardwood Floorlayers	22.92
Shinglers	22.92
Power Saw Operators	22.92
Steel Scaffold & Steel Shoring Erectors	22.92
Saw Filers	22.92
Millwrights	23.92

2) The following journeyman wage rates shall apply on new public and private projects with a total base bid project value of twenty-five million dollars (\$25,000,000) or more, with the exception of wood frame residential construction of three (3) stories or less. These rates shall not apply to public work project until such time as these rates have been incorporated in the applicable prevailing wage determinations or to private projects bid or negotiated prior to August 1, 1999. Where there is a published or advertised estimate of the construction costs for a project, such estimate shall determine "the total base bid project value," for purposes of the twenty-five million dollar (\$25,000,000) threshold.

Journeyman wage rates effective	7-1-00
Carpenters	\$28.00
Bridge Builders*	28.00
Hardwood Floorlayers	28.15
Shinglers	28.15
Power Saw Operators	28.15
Steel Scaffold & Steel Shoring Erectors	28.15
Saw Filers	28.15
Millwrights	28.00

C. Three (3) Counties Area consisting of the following counties:

Monterey, San Benito and Santa Cruz:

1) Journeyman wage rates effective	7-1-00
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Carpenters	\$24.12
Bridge Builders*	24.62
Hardwood Floorlayers	24.27
Shinglers	24.27
Power Saw Operators	24.27
Steel Scaffold & Steel Shoring Erectors	24.27
Saw Filers	24.27
Millwrights	25.27

2) The following journeyman wage rates shall apply on new public and private projects with a total base bid project value of twenty-five million dollars (\$25,000,000) or more, with the exception of wood frame residential construction of three (3) stories or less. These rates shall not apply to public work project until such time as these rates have been incorporated in the applicable prevailing wage determinations or to private projects bid or negotiated prior to August 1, 1999. Where there is a published or advertised estimate of the construction costs for a project, such estimate shall determine "the total base bid project value," for purposes of the twenty-five million dollar (\$25,000,000) threshold.

Journeyman wage rates effective 7-1-00

Carpenters	\$28.00
Bridge Builders*	28.00
Hardwood Floorlayers	28.15
Shinglers	28.15
Power Saw Operators	28.15
Steel Scaffold & Steel Shoring Erectors	28.15
Saw Filers	28.15
Millwrights	28.00

*See Bridge Structure & Related Highway Addendum for future wage increases.

Fringe Benefits - All 46 Counties effective 7-1-00

Health & Welfare	\$3.905
Pension	2.45
Carpenter Annuity	2.00
Vacation	1.60
Supplemental Dues	.88
Apprenticeship	.33
UBC Health & Safety Fund	.04
Carpenters Work Preservation	.06

D. Future Wage and/or Fringe Benefit Considerations: (2000-2004)

July 1, 2001-

In the Nine (9) Counties Area, and for projects in the Thirty-Four (34) Counties and Three (3) Counties Areas covered by the provisions of Sections 39 B(2) and 39 C(2) respectively, one dollar and twenty-five cents (\$1.25) per hour increase to be allocated to wages and/or fringe benefits at the discretion of the Union.

In the Thirty-Four (34) Counties and Three (3) Counties Areas for projects covered by the provisions of Sections 39 B (1) and 39 C(1) respectively, fifty cents (\$.50) per hour increase to be allocated to wages and/or fringe benefits at the discretion of the Union.

July 1, 2002 -

In the Nine (9) Counties Area and for projects in the Thirty-Four (34) Counties and Three (3) Counties Areas Covered by the provisions of Sections 39 B(2) and 39 C(2) respectively, one dollar and twenty-five cents (\$1.25) per hour increase to be allocated to wages and/or fringe benefits at the discretion of the Union including any amount to be allocated to Health & Welfare and/or the Carpenters Training Trust for Northern California, if needed to maintain existing benefits, as determined by the Health and Welfare and/or the Carpenters Training Trust for Northern California Boards of Trustees.

In the Thirty-Four (34) Counties and Three (3) Counties Areas for projects covered by the provisions of Sections 39B (1) and 39 C (1) respectively, fifty cents (\$.50) per hour increase to be allocated to wages and/or fringe benefits at the discretion of the Union.

July 1, 2002 -

In the Thirty-Four (34) Counties and Three (3) Counties Areas for projects covered by the provisions of Sections 39 B(1) and 39 C(1) respectively, an additional amount of up to twenty-five cents (\$.25) per hour shall be contributed to the Health & Welfare Trust Fund and/or the Carpenters Training Trust for Northern California, if needed, to maintain existing benefits. The bargaining parties shall rely upon the recommendation of the Health and Welfare and/or the Carpenters Training Trust for Northern California Boards of Trustees as to the amount of increase needed, if any, and enact same.

In the Nine (9) Counties Area and for projects in the Thirty-Four (34) Counties and Three (3) Counties Areas covered by the provisions of Sections 39 B(2) and 39C(2) respectively, an equal amount shall be contributed to the Health & Welfare and/or the Carpenters Training Trust for Northern California, to be allocated from the total one dollar and twenty-five cents (\$1.25) which is subject to allocation at the discretion of the Union.

July 1, 2003 -

In the Nine (9) Counties Area and for projects in the Thirty-Four (34) Counties and Three (3) Counties Areas covered by the provisions of Sections 39 B(2) and 39 C(2) respectively, one

dollar and twenty-five cents (\$1.25) per hour increase to be allocated to wages and/or fringe benefits at the discretion of the Union.

In the Thirty-Four (34) Counties and Three (3) Counties Areas for projects covered by the provisions of Sections 39 B(1) and 39 C(1) respectively, fifty cents (\$.50) per hour increase to be allocated to wages and/or fringe benefits at the discretion of the Union.

D.(1) Future Wage and/or Fringe Benefit Considerations - (July 1, 2004 through June 30, 2006)

Wage and fringe benefit increases for this period shall reflect those that are set forth in the Carpenters Master Labor Agreement.

E. Apprentice Wage Percentage Schedule:

1) The wage rates for apprentices shall be the following percentages of the applicable journeyman classification in the appropriate geographical area, effective July 1, 2000:

First Period 0 to 6 months. . .55%	Health & Welfare Supplemental Work Dues UBC Health & Safety Work Preservation Apprenticeship
Second Period 7 to 12 months. . . 62.5%	Health & Welfare Supplemental Work Dues UBC Health & Safety Work Preservation Apprenticeship Vacation
Third Period 13 to 18 months. . . 70%	Health & Welfare Supplemental Work Dues UBC Health & Safety Work Preservation Apprenticeship Vacation Annuity
Fourth Period 19 to 24 months. . . 75%	Health & Welfare Supplemental Work Dues UBC Health & Safety Work Preservation Apprenticeship Vacation

	Annuity
Fifth Period 25 to 30 months. . . 80%	Full Fringes
Sixth Period 31 to 36 months. . . 85%	Full Fringes
Seventh Period 37 to 42 months. . . 90%	Full Fringes
Eighth Period 43 to 48 months. . . 95%	Full Fringes

2) The wage rates for apprentices shall be the following percentages of the applicable journeyman classification in the appropriate geographical area, effective July 1, 2001:

First Period 0 to 6 months. . .60%	Health & Welfare Supplemental Work Dues UBC Health & Safety Work Preservation Apprenticeship
Second Period 7 to 12 months. . . 65%	Health & Welfare Supplemental Work Dues UBC Health & Safety Work Preservation Apprenticeship Vacation
Third Period 13 to 18 months. . . 70%	Health & Welfare Supplemental Work Dues UBC Health & Safety Work Preservation Apprenticeship Vacation Annuity
Fourth Period 19 to 24 months. . . 75%	Health & Welfare Supplemental Work Dues UBC Health & Safety Work Preservation Apprenticeship Vacation Annuity
Fifth Period 25 to 30 months. . . 80%	Full Fringes

Sixth Period 31 to 36 months. . . 85%	Full Fringes
Seventh Period 37 to 42 months. . . 90%	Full Fringes
Eighth Period 43 to 48 months. . . 95%	Full Fringes

The following conditions shall be applicable to the classification "Power Saw Operators" and "Steel Scaffold Erectors and/or Steel Shoring Erectors":

- (1) If an employee is hired initially as a Power Saw Operator or as a Steel Scaffold Erector and/or Steel Shoring Erector, he shall receive the rate for such classification until he is assigned to work in another classification.
- (2) If an employee already employed on a job is assigned to perform Power Saw Operating duties or Steel Scaffold and/or Steel Shoring Erecting duties, he shall receive the rate of the Power Saw Operator classification or the Steel Scaffold Erector and/or Steel Shoring Erector's classification, as the case may be, for the actual hours worked in such classifications.
- (3) The operation of a hand-operated skill saw shall not be considered as the performance of Power Saw Operating duties and shall not carry the rate for the Power Saw Operator classification.
- (4) Men working from Bos'n chairs, swinging scaffolds, or suspended from a rope, cable, or from a safety belt or any device used as a substitute for in lieu thereof shall receive fifty cents (\$.50) per hour above the applicable journeyman or apprentice rate.

The premium specified in this section shall be reckoned by the hour.

When an employee uses survey instruments he shall receive not less than the rate of pay for his regular classification.

Provisions concerning special conditions for Millwrights are set forth in Appendix B of the Carpenters Master Labor Agreement for Northern California and are a part thereof.

The term "Journeyman Carpenter" as used herein means an employee who is qualified by experience and ability to perform work with carpenters' tools, carpenters' level and other such tools or survey instruments as are normally used by carpenters in the performance of carpenters' work.

The foregoing shall be applicable to all work in connection with the building and erection of timber trusses. The framing, assembling and building of the trusses, the raising and putting them in place and the rigging and signaling when power equipment is used are all under the jurisdiction of the United Brotherhood of Carpenters.

The term "Apprentice Carpenter" as used herein means an employee as defined from time to time as an apprentice in the Apprenticeship Standards for the Carpentry Trade in the 46 Counties, who shall be permitted to perform any work done by a journeyman carpenter. The term of apprenticeship shall not exceed a period of four (4) years. It shall be a contractual obligation of contractors party to this Agreement, to re-employ apprentices laid off due to lack of work before employing new apprentices.

An individual employer may employ apprentices only in accordance with the provisions of this Agreement and the applicable rules and regulations of the Carpenters Apprenticeship and Training Program and the Apprenticeship Standards.

An individual employer who is entitled to employ apprentices may employ not more than one (1) apprentice for the first two (2) journeymen regularly employed by him and not more than one (1) additional apprentice for each three (3) additional journeymen employed by him. The first apprentice may not be employed until at least two (2) journeymen are regularly employed by the individual employer. Subject to applicable law, the parties shall use their best efforts to employ apprentices.

The parties agree to meet and examine alternative apprenticeship training standards.

FOREMAN: If the individual employer determines to use any foremen, they shall be paid ten percent (10%) above the appropriate journeyman's wage rate. The individual employer shall have the right to determine, in his sole and unlimited discretion, the need for any number of foremen. There shall be a minimum of one (1) foreman for each permanent shop maintained by specialty contractors and/or prime contractors hiring more than three (3) journeyman carpenters.

GENERAL FOREMAN: The rate for general foremen shall be twenty percent (20%) above the straight time rate for foremen. Whether an employee shall be designated general foreman, the person who shall be so designated and the specific assignment for such person shall be within the sole and exclusive judgement of the individual employer and such determination to appoint a general foreman, or not to do so, shall not be subject to the Grievance Procedure of this Agreement.

No person shall be employed in work covered by this Agreement at piece rates or under any system of bonus pay. Excessive amounts paid as hourly wages or under the guise of "travel pay" or "subsistence," where not required or permitted by this Agreement, shall be prima facie evidence of a violation of this Agreement. The foregoing shall not apply to an annual bonus paid to Supervisors.

SECTION 40 HEALTH AND WELFARE

Each individual employer covered by this Agreement shall contribute to the Carpenters Health and Welfare Trust Fund for California, the amount listed in Section 39 for each hour paid for or worked, whichever is greater, by each employee covered by this Agreement for the purpose of providing Health and Welfare benefits for such employees.

Such contributing individual employer agrees to be bound by that certain Trust Agreement establishing the Fund dated March 4, 1953, as such has been or may from time to time be amended or supplemented. The Union and the Employer agree that this plan is and has been a Defined Contribution Plan.

There shall be no duplicating contribution with respect to any employee or the work of any employee.

Individual employer contributions for a foreman, assistant superintendent and superintendent covered by this Agreement shall be based upon the hourly rate in effect for journeymen in the particular jurisdiction where they are employed. For purposes of interpreting and applying this Section, such Trust Fund contributions shall not be considered as compensation.

The total number of hours worked by each employee in each month, for which contributions are made to this Trust Fund, shall be reported by the individual employer to this Trust Fund.

SECTION 41 PENSION PLAN

Each individual employer covered by this Agreement shall contribute to the Carpenters Pension Trust Fund for Northern California the amount listed in Section 39 for each hour paid for or worked, whichever is greater, by each employee covered by this Agreement, for the purpose of providing Pension benefits for such employees. Such contributing individual employer agrees to be bound by that certain Trust Agreement establishing the Fund dated August 19, 1958, as such has been or may from time to time be amended or supplemented. The Union and the Employer agree that this plan is and has been a Defined Contribution Plan.

There shall be no duplicating contribution with respect to any employee or the work of any employee.

Individual employer contributions for a foreman, assistant superintendent and superintendent covered by this Agreement shall be based upon the hourly rate in effect for journeymen in the particular jurisdiction where they are employed. For purposes of interpreting and applying this section, such Trust Fund contributions shall not be considered as compensation.

The total number of hours worked by each employee in each work month, for which contributions are made to this Trust Fund, shall be reported by the individual employer to this Trust Fund.

SECTION 42 ANNUITY PLAN

Each individual employer covered by this Agreement shall contribute to the Carpenters Annuity Trust Fund for Northern California the amount listed in Section 39 for each hour paid for or worked, whichever is greater, by each employee covered by this Agreement, for the purpose of providing Annuity benefits for such employees. Such contributing individual employer agrees to be bound by that certain Trust Agreement establishing the Fund dated August 1, 1981, as such has been or may from time to time be amended or supplemented. The Union and the Employer agree that this Plan is and has been a Defined Contribution Plan.

There shall be no duplicating contribution with respect to any employee or the work of any employee.

Individual employer contributions for a foreman, assistant superintendent and superintendent covered by this Agreement shall be based upon the hourly rate in effect for journeymen in the particular jurisdiction where they are employed. For purposes of interpreting and applying this section, such Trust Fund contributions shall not be considered as compensation.

The total number of hours worked by each employee in each work month, for which contributions are made to this Trust Fund, shall be reported by the individual employer to this Trust Fund.

SECTION 43 VACATION AND HOLIDAY PLAN

Each individual employer covered by this Agreement shall contribute to the Carpenters Vacation and Holiday Trust Fund for Northern California the amount listed in Section 39 for each hour paid for or worked, whichever is greater, by each employee covered by this Agreement, for the purpose of providing Vacation and Holiday benefits for such employees. Such contributing individual employer agrees to be bound by that certain Trust Agreement establishing the Fund dated May 1, 1972, as such has been or may from time to time be amended or supplemented. The Union and the Employer agree that this Plan is and has been a Defined Contribution Plan.

There shall be no duplicating contribution with respect to any employee or the work of any employee.

Individual employer contributions for a foreman, assistant superintendent and superintendent covered by this Agreement shall be based upon the hourly rate in effect for journeymen in the particular jurisdiction where they are employed. For purposes of interpreting and applying this section, such Trust Fund contribution shall not be considered as compensation.

The total number of hours worked by each employee in each work month, for which contributions are made to this Trust Fund, shall be reported by the individual employer to this Trust Fund.

The parties agree that up to a maximum of \$100,000 in any one calendar year shall be provided to insure employer contributions to the Vacation and Holiday Fund, which after all practical legal and administrative means of collection available to the Fund and the Union have been exhausted, have been declared uncollectible by the Joint Delinquency Committee of the Northern California Carpenter Trust Funds. Of this amount, up to \$50,000 shall be provided by the Union; and up to \$50,000 shall be provided by the Construction Industry Advancement Fund and the California Construction Advancement Program, in proportion to the amount of contributions received in the calendar year by such Fund and Program, respectively.

SECTION 43-A SUPPLEMENTAL DUES

Effective for all work performed on and after July 1, 2000, it is agreed that upon written authorization, provided by the Union, as required by law, the amount of eighty-eight cents (\$.88) per hour, for each hour paid for or worked shall be deducted from the Vacation and Holiday benefit of each worker and remitted directly to the Union, or the appropriate Local Union or District Council of the Union, as the Union may from time to time direct. The amount of the deduction shall be specified on a statement transmitted to the worker. Such remittance shall be made to the Union not less than twelve (12) times per year.

Effective July 1, 2000, the amount to be paid by the 46 Counties Supplemental Dues option, in connection with the Vacation and Holiday contribution shall be an amount equal to two and one fourth percent (2-1/4%) of the total hourly wage-fringe benefit package of the highest carpenter journeyman classification in this Agreement in effect on July 1, 2000 or to be in effect July 1, of each succeeding year, to be effective July 1, of such succeeding year.

The amounts referred to herein shall be remitted by the individual employer as follows:

1. The individual employer shall include such amount in the single check mailed with his combined employer report of contributions to the Depository Bank for the Northern California Carpenters Trust Funds.
2. In such report the individual employer shall designate the Depository Bank as his or its agent to receive written dues authorizations from employees covered by this Agreement pursuant to Section 302 (c) (4) of the Labor-Management Relations Act, as amended, and any revocation of such authorizations, and shall direct the Bank (a) to deposit the monies reported under the column headed Supplemental Dues (Column B) in a special account, (b) to transfer monthly from such account the monies paid with respect to the work of each employee who has on file with the Bank an unrevoked dues authorization in a form complying with law to the account of the Union as Supplemental Dues and (c) to transfer the remaining monies in said account to the Carpenters Vacation and Holiday Trust Fund for Northern California for credit to the Vacation and Holiday accounts of the other employees. Any delinquency in the payment of such amount shall be subject to the same liquidated

damage, interest and other delinquency provisions applicable to contributions to the Northern California Carpenter Trust Funds.

It is the intent and purpose of the parties to comply fully with all laws, rules and regulations applicable to the dues check-off provided by this Section. If any provision of this Section, or any procedure in the implementation or administration of this Section, is determined to violate any such law, rule or regulation, the parties will promptly enter into lawful negotiations to correct such violation.

The Union shall exonerate, reimburse and save harmless the Employer, each individual employer, the Bank or other depository designated pursuant to this Section, and the Carpenter Funds Administrative Office of Northern California, Inc., and their respective officers, directors, agents, and employees, individually and collectively, against any and all liabilities and reasonable expenses arising out of the payment, receipt or a distribution of the amounts listed in Section 39 for Supplemental Dues.

SECTION 44 APPRENTICESHIP TRAINING AND EDUCATION TRUST FUND

Each individual employer covered by this Agreement shall contribute to the Carpenters Apprenticeship Training and Education Trust Fund of California the amount listed in Section 39 for each hour worked by each employee covered by this Agreement for the purpose of providing training and education benefits for such employees.

Such contributing individual employer agrees to be bound by that certain Trust Agreement establishing the Fund dated March 4, 1963, as such has been or may from time to time be amended or supplemented.

There shall be no duplicating contributions with respect to any employee or the work of any employee.

Individual employer contributions for a foreman, assistant superintendent and superintendent covered by this Agreement shall be based upon the hourly rate in effect for journeymen in the particular jurisdiction where they are employed. For purposes of interpreting and applying this section, such Trust Fund contribution shall not be considered as compensation.

The total number of hours worked by each employee in each work month, for which contributions are made to this Trust Fund, shall be reported by the individual employer to this Trust Fund.

**SECTION 45-A
CARPENTERS WORK PRESERVATION COMMITTEE TRUST**

Effective July 1, 2000, each signatory employer shall contribute the sum of six cents (\$.06) per hour for each hour worked or paid for to the Carpenters Work Preservation Committee Trust Fund. Each individual employer hereby adopts and agrees to be bound by the terms of the certain Trust Agreement creating the Carpenters Work Preservation Committee dated January 1, 1986, as such might be amended from time to time pursuant to the terms thereof, and further agrees to observe and be bound by the actions and determination of the trustees of said Trust. At the discretion of the trustees of said Trust, contributions for the Carpenters Work Preservation Committee Trust Fund may be increased up to an additional three cents (\$.03) per hour during the term of the Agreement. Such increase or increases are to be effective on such dates as determined by the Trustees.

The Carpenters Work Preservation Committee Trust is established for the purpose of administering the Carpenters Work Preservation Committee as referred to in Section 2-A of this Agreement.

The Carpenters Work Preservation Committee Trust has been created as a tax qualified jointly trusteed trust fund, the purposes of which are to perform the work preservation functions and those functions permitted pursuant to the Labor Management Cooperation Act of 1978 (29 U.S.C. 175 et seq) and Section 302 c (9) of the Labor Management Relations Act, as amended (29 U.S.C. 186 c (9)).

It is further agreed that any funds contributed to such fund or funds created for the purposes set forth herein shall not be used for any membership solicitation by a contributor or participant to the Trust Agreement or Trust Agreements or Corporate Articles and By-Laws formed shall be accessible to any signatory employer or employers without regard to membership or non-membership in any employer association which may be signatory to an agreement requiring contributions to the fund or funds created pursuant to this Agreement.

All contributions and payments required pursuant to this Section or pursuant to the Trusts created hereunder shall not be deemed wages due to the employees with respect to whose work such contributions and payments are made.

**SECTION 45-B
UBC HEALTH & SAFETY FUND**

Each signatory employer shall contribute to the United Brotherhood of Carpenters and Joiners of America Health & Safety Fund ("Health Fund") the amount listed in Section 39 for each hour worked by each employee covered by this Agreement. Each individual employer agrees to be bound by the Agreement and Declaration of Trust for the Health and Safety Fund dated April 2, 1990, as it exists and as it may be amended or restated and to such rules, regulations and other governing documents adopted pursuant to such Trust.

**SECTION 46
CONTRIBUTIONS FOR SUPERINTENDENTS**

- A. The Union and the Employer agree that when employees are working in a supervisory position above the rank of foreman or general foreman (where it appears in this Agreement), the individual employer may make payments with respect to his work into the Carpenters Health and Welfare Trust Fund for California and Carpenters Pension Trust Fund for Northern California on the basis of 145 hours per month in accordance with the schedules set forth in the Master Agreement, regardless of hours worked by any such employee in a month; provided, however, the individual employer having made one (1) payment on an employee shall continue to make such payments so long as the employee is in his employ.

- B. The Union and the Employer agree that when an employee is working in a supervisory position above the rank of foreman, the individual employer may make payments with respect to his work into the Annuity Plans established by this Agreement on the basis of a minimum of 145 hours, or on the basis of a greater number of hours but not less than 145 hours per month, in accordance with the schedules set forth in the Agreement, regardless of hours worked by any such employee in the month; provided, however, the individual employer having made one (1) payment on any employee shall continue to make such payments so long as the employee is in his employ.

- C. The Union and the Employer agree that the individual employers covered by this Master Agreement may cover owners or partners in the Carpenters Trust Funds (as in Section 46 A. & B.) by paying contributions with respect to the work of such an individual into these funds monthly on the basis of 145 hours per month, in accordance with the hourly rates set forth in this Master Agreement, regardless of the number of hours worked by any such individual in a month, provided that such individual is performing work within the 46 Northern California Counties area and that, if not an owner or partner would be working as a journeyman carpenter under the terms of this Master Agreement and provided further that the individual employer, having made one (1) payment with respect to the work of such an individual, shall continue to make such payments monthly so long as the individual continues to perform work for the individual employer within the 46 Northern California Counties area in the capacity of an owner or partner. Such individual shall be deemed an employee covered by this Agreement solely for the purpose of participating in said Trust Funds and shall have no other rights or privileges under this Agreement as an employee.

**SECTION 47
BASIS FOR CONTRIBUTIONS**

Payment of contributions for benefits as provided in Sections 40, 41, 42, 43, 43-A, 44, 44-A, 45-A and 45-B, shall be based upon all hours for which an employee has received payment; provided, however, that contributions shall not become compounded by overtime and all overtime hours for purposes of fringe benefit contributions shall be considered straight time hours.

In order to provide for benefits to employees without disruption during periods of contract negotiations and to assure an orderly means of collecting Trust Fund contributions during such periods, each signatory employer agrees that he or it shall be obligated to contribute to each and every Trust Fund referred to in this Agreement for any period following their termination date of this Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated. Each signatory employer further agrees that any or all said Trust Funds may enforce this obligation by action to collect such delinquent contributions filed in any court of competent jurisdiction.

SECTION 48 SUBSISTENCE

All subsistence shall be governed by the provisions of Appendix A of this Agreement.

SECTION 49 HIRING

1. The NCCRC shall establish and maintain open and nondiscriminatory employment lists for the use of workers desiring employment on work covered by this Agreement and such workers shall be entitled to use such lists.
2. The individual employer shall first call upon the appropriate Local Union of the NCCRC having work and area jurisdiction for such workers as he or it may from time to time need, and such Local Union shall furnish the individual employer the required number of qualified and competent workers and skilled mechanics of the classifications needed by the individual employer in accordance with the provisions of this Section 49.
3. It shall be the responsibility of the individual employer when ordering workers, to give the appropriate Local Union, as the case may be, all pertinent information regarding the workers' employment.
4. The Local Union, as the case may be, will furnish in accordance with the request of the individual employer such workers of the classifications needed from among those entered on said lists to the individual employer by use of written referral in the following order of preference and the selection of workers for referral to jobs shall be on a nondiscriminatory basis:
 - (a) Workers specifically requested by name who have been laid off or terminated as journeymen carpenters in the geographic area of the NCCRC, within three (3) years before such request by a requesting individual employer or a joint venture of which one or more members is a former employer now desiring to re-employ the same workers, provided they are available for employment. This provision shall also apply to individual employers wishing to rehire employees of a joint venture of which the individual employer was a member.

Notwithstanding the above, there shall be no restriction on the mobility of regular workers of the individual employers in the 46 Northern California Counties. A regular worker is defined as an employee who has been employed by an individual employer and reported to the Trust Fund for at least three hundred sixty (360) hours during the immediate preceding six (6) months.

- (b) Workers who within the five (5) years immediately preceding the individual employer's order for workers, have performed work of the type covered by this Agreement within the geographic area of the Agreement, provided such workers are available for employment.
 - c) Workers whose names are entered on said lists and who are available for employment.
5. When ordering workers of the skills required, the individual employer will give notice to the appropriate Local Union, if possible not later than 2:30 P.M. of the day prior (Monday through Friday) or, in any event, not less than seventeen (17) hours, if possible, before the required reporting time and in the event that forty-eight (48) hours after such notice (Saturdays, Sundays and recognized holidays excluded), the Local Union shall not furnish such workers, the individual employer may procure workers from any source or sources. If workers are so employed, the individual employer shall promptly report to the appropriate Local Union, having work and area jurisdiction, each such worker by name. In emergency cases workers may be dispatched other than at such dispatching times.
6. Subject to the foregoing, the individual employer shall have complete freedom of selectivity in hiring and the individual employer retains the right to reject any job applicant referred by the Union for any reason. The individual employer may discharge any employee for just cause as defined in Section 30; provided, there shall be no discrimination on the part of the individual employer against any employee for activities on behalf of or representation of the Union not interfering with the proper performance of his duties.
7. It is agreed that, notwithstanding the provisions of this subsection, the first foreman and up to twenty-five percent (25%) of the employees employed to perform work covered by this Agreement on any project may be employees designated by the individual employer.

Further, an additional twenty-five percent (25%) of the employees employed to perform work covered by this Agreement on any job or project may be selected by the individual employer from workers who are registered on the out-of-work list and who are members of the Local Union having jurisdiction over the job or project at any location in the 46 Northern California Counties.

It is further agreed that, notwithstanding the provisions of this subsection, up to fifty percent (50%) of the employees employed to perform work covered by this Agreement on any residential project may be employees designated by the individual employer.

In all cases such employees shall be subject to the provisions of Section 12, Union Security, and must be properly registered on the appropriate Local Union work list before dispatched.

The ratio of twenty-five percent (25%) and fifty percent (50%) to other employees shall not be increased during any time with respect to the job. Whenever employees are laid off, the ratio cannot be increased.

8. Available for employment shall mean:
 - A. All individuals seeking employment under Subsection 1 of this section above, shall be in the Local Union office at regularly established roll call time.
 - B. All individuals eligible for referral shall be present at the Local Union during dispatching hours; provided they may be present at a location where they can be reached by telephone if they live in a remote area or due to extenuating circumstances cannot be personally present.
9. Dispatching hours shall be from _____ to _____ daily (Saturdays, Sundays and recognized holidays excluded).
10. Each individual, upon being referred, shall receive a referral slip to be transmitted to the individual employer representative at the jobsite, indicating his name, address, social security number, type of job, date of proposed employment and date of referral.
11. To insure the maintenance of a current registration list, all individuals who do not re-register within two (2) weeks of their previous registration shall be removed from the registration list. If such individuals re-register pursuant to the provisions of this section they shall maintain their previous position on such list.
12. Individuals shall be eliminated from the registration list for the following reasons:
 - A. Dispatched to the job - except that any individual who is rejected by the individual employer or who fails to receive the equivalent of forty (40) hours straight time pay shall retain his position on said list.
 - B. Failing to accept suitable employment two (2) times during the current week at the time of dispatch. Employment which cannot be reached by an individual because of lack of transportation shall not be deemed suitable as to him.
 - C. Unavailable for employment during the current week.

- D. Any individual dispatched to a job who fails to report for work or voluntarily terminates prior to receiving the equivalent of forty (40) hours pay shall be placed at the bottom of the list, provided he re-registers.
13. No individual who is rejected by the individual employer shall be referred to such individual employer with respect to the same request pursuant to which he was initially referred.
14. The Local Unions shall post in places where notices to applicants for employment with the individual employer are customarily posted, all provisions relating to the functions of the hiring arrangements, including the provisions set forth in this section, and each individual employer shall similarly post in places where notices to employees and applicants for employment are customarily posted, a notice of the hiring arrangements, including the provisions set forth in this section.
15. Selection of applicants for referral to jobs pursuant to this Agreement shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements, provided that the provisions hereof shall not modify or qualify the requirements of Section 12 of this Agreement.

Any person, including an individual employer aggrieved by the operation of the hiring hall provisions of this section, has the right to submit his grievance to permanent hiring hall mutual arbitrator who shall be Gerald R. McKay, provided such submission is made in writing, stating the reasons for the grievance, within ten (10) work days after occurrence of the grievance. The neutral hiring hall arbitrator shall have full power to adjust the grievance and his decision thereon shall be final and binding upon the person submitting the grievance and all parties hereto. Forms for the submission of any such grievance shall be available at all times in the office of each Local Union or NCCRC. Notices required by this subsection shall be mailed or delivered to Gerald R. McKay, P.O. Box 406, Burlingame, CA 94011-0406. The date of the postmark or the date of delivery of the grievance, whichever is later, shall stop the running of the ten (10) day period. The cost of the arbitration should be borne equally by the Employer and the Union regardless of which Local Union, NCCRC or individual employer is involved.

16. Any person dispatched in accordance with this Section by accepting such dispatch shall be deemed to have assigned to the Union his/her rights to collect unpaid wages or Trust Fund contributions.

SECTION 50
WORK PRESERVATION
CONTRACTING and SUBCONTRACTING

1. The purpose of this Section 50 is to preserve and protect the work opportunities that will be available to employees covered by this Agreement at the jobsite or job yard.
2. The terms and conditions of this Agreement, insofar as it affects the Employer and the individual employer, shall apply equally to any subcontractor of any tier under the control of, or working under oral or written contract with such individual employer on any work covered by this Agreement to be performed at the jobsite or job yard, and said subcontractor with respect to such work shall be considered as an individual employer covered by this Agreement.
3. If an individual employer shall subcontract work herein defined, the work will be subcontracted to a subcontractor signatory to the appropriate Agreement with the Union. Such subcontract shall state that such subcontractor is or agrees to become signatory to an appropriate Agreement with the Union and will comply with all the terms and provisions of said Agreement including the payments of wages, Trust Fund contributions and fringe benefit payments. A copy of the subcontract and signature shall be furnished to the Union upon request.
4. The term "subcontractor" means any person, corporation or other entity, other than an employee covered by this Agreement, who agrees, orally or in writing, to perform for, or on behalf of the individual employer, any part or portion of the work covered by this Agreement. The subcontractor shall be properly licensed as required by the California State Contractors License Law.
5. The individual employer will give written notice to the appropriate District office of the NCCRC and/or Millwrights Local 102, as the case may be, of any subcontract involving the performance of work covered by this Agreement within five (5) days of entering such subcontract and/or prior to commencement of work by the subcontractor, unless such notice is prevented by emergency conditions, and shall specify the name and address of the subcontractor.
 - 5a. If thereafter the subcontractor becomes delinquent in the payment of any wages, Trust Fund contributions, or fringe benefit payments, then the appropriate District office of the NCCRC, Local Union or the Trust Fund office shall give prompt notice of the delinquency, confirmed in writing, to the individual employer and to the subcontractor. The notice shall specify the name and amounts, if known, of the delinquency.
 - 5b. Said notification by the NCCRC, Local Union or the Trust Fund office shall be provided within twenty (20) days of publication of the Delinquency list provided by

the Trust Funds or if in the case of failure to pay wages five (5) days from the applicable pay day. If such notice is given, the individual employer shall pay and satisfy only the amount of any such delinquency by such subcontractor occurring within ninety (90) days prior to the receipt of said notice from the Union, and said individual employer may withhold the amount claimed to be delinquent out of the sums due and owing by the individual employer to such subcontractor.

- 5c. Notwithstanding the provision set forth above, if the subcontractor is found in violation of the hiring provisions of this Agreement, pursuant to the provision of Section 51 (Grievance Procedure), and the Union is unable to collect from the subcontractor the damages determined to be owing for such violation, the individual employer shall then be liable for the payment of such damages. The total of this liability, as it would apply to the individual employer, shall be no more than five (5) days violation or the total of the subcontractor's retention being held by the individual employer, whichever amount is greater.
6. If the individual employer fails to give written notice as required in this Section 50, he shall, until notice is received, assume liability for any violation of the terms and conditions of this Agreement at that particular jobsite or job yard, as may be determined by the Grievance Procedure. If the subcontractor is signatory or otherwise bound to an Agreement with the Union, the individual employer shall be liable only for delinquencies as set forth in subsection 5a of this Section 50 for work on that jobsite or job yard. If the subcontractor is not in compliance with this Agreement then the individual employer shall be liable for any violation of this Agreement on that jobsite or job yard.
7. If the Union or an appropriate District office of the NCCRC should make demand in writing for exercise of this Section, the individual employer will require that any subcontractor of the individual employer specified in the demand will, if he has not already done so, post a surety bond in an amount not to exceed \$75,000.00 to cover payments of wages, Trust Fund contributions and fringe benefit payments specified in this Agreement. Failure of the individual employer to comply with this Section within two (2) days of demand will make the individual employer liable for the delinquencies of the subcontractor occurring on the individual employer's specific job. (The amount of the bonds specified in this subsection in no way affects the amounts specified for bonding purposes elsewhere in this Agreement.)
8. Notwithstanding any other provision(s) of this Agreement or this Section 50, on any residential construction, all work covered by this Agreement shall be performed by the individual employer or prime carpentry contractor, and no such work shall be subcontracted to any other contractor except the installation of foundations, overhead garage doors, plastic sink tops, hardwood floors, roof and exterior wall shingles, traditional normal drywall, patio glass sliding doors, stairs, underlayment, base, acoustical ceilings, steel scaffolding, lathing and insulation. The individual employer or prime carpentry contractor shall provide all materials and the individual employer or prime carpentry contractor shall employ all employees covered by this Agreement who shall be shown on its payroll records except as

provided herein. The remedies for default provided in this Section 50 shall apply directly to the individual employer or prime carpentry contractor. The individual employer or prime carpentry contractor shall be responsible for and shall directly employ employees covered by this Agreement to perform all work in connection with the construction of all walls and roof framing, installation of all sub-flooring, all exterior sheathing, installation of all metal or wood sash, doors, installation of all trim, installation of all types of cabinets, wardrobes and sliding doors.

9. The individual employer has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the individual employer elect to subcontract the individual employer shall continue to have such primary obligation. Said primary obligation shall be deemed conclusive evidence of the Union's majority status for the purpose of establishing the obligation of the individual employer to bargain collectively pursuant to Section 8(A) (5) of the National Labor Relations Act as amended with the Union upon expiration of this Agreement but for no other statute, rule, regulations or law.
10. The provisions of this Section may be enforced only through the grievance and arbitration provisions of this Agreement.
11. It is the intent of the parties to enforce the provisions of this Section only to the extent permitted by law.
12. Notwithstanding any provision(s) of this Agreement or any Memorandum Agreement to the contrary, the provisions of this Section shall not be enforced by strike action or any other form of job shutdown or work interference; provided, however, that the rights provided in Section 51 (Grievance Procedure) of this Agreement are retained to enforce primary obligations of any individual employer.
13. Payment by cash or second or multiple checks or combination thereof and the payment of excessive premium rates, excessive travel time, or bonuses shall be prima facie evidence of an attempt to violate the provisions of this Section. The foregoing shall not apply to an annual bonus paid to supervisors.
14. No subcontract shall be in compliance with this Section if the effect of such subcontract is to diminish, eliminate or circumvent the payment of wages and fringe benefits to employees covered by this Agreement.

SECTION 51 GRIEVANCE PROCEDURE

Any dispute concerning any application or interpretation of this Agreement shall be subject to the following procedure.

1. In the event that a dispute arises on a job, it shall be first reported to the individual employer and/or the Business Representative of the appropriate Local Union or the NCCRC who shall then attempt to adjust said grievance or dispute at the jobsite level.
2. The grieving parties shall specify the date(s) of the alleged violation(s) and the provision(s) of the Agreement applicable to the dispute.
3. If said grievance or dispute is not satisfactorily adjusted by the appropriate Local Union or the NCCRC or otherwise authorized Union Representative and the individual employer or his representative within three (3) days after submission to the individual employer, the matter may be submitted by either party to a permanent Board of Adjustment created for the settlement of such disputes.
4. The Board of Adjustment shall be composed of one (1) member named by the Union, one (1) member named by the Association and an Impartial Arbitrator. The parties shall select an alternate to the permanent neutral Arbitrator who shall serve only in the event the permanent neutral Arbitrator is unable to serve. At any point in the proceedings should the panel be unable to reach a majority vote the Arbitrator shall participate and his decision shall be final and binding.
5. In addition to any rule or procedure which the panel may adopt, the Board of Adjustment shall be governed by the following provisions:
 - (a) No briefs shall be submitted nor a transcript made of the hearing except by mutual agreement of the parties or by direction of the arbitrator. Any transcript ordered by any party shall be at the expense of the party ordering the transcript.
 - (b) In the case of deadlock, the Arbitrator shall render his decision upon the conclusion of the case at the Board of Adjustment hearing, unless the time is extended by mutual agreement of the parties or at the request of the Arbitrator. The Arbitrator shall not render an expanded opinion in any case unless requested by the parties.
 - (c) The parties shall select and utilize a permanent Impartial Arbitrator who is willing to abide by the procedures set forth herein. By agreement of both parties, the Impartial Arbitrator may be changed or replaced.
 - (d) The Board of Adjustment or the Arbitrator may fashion an appropriate remedy to resolve the issue including, but not limited to, back pay, money damages, injunctive

relief, audit, payment of wages and fringe benefits to persons damaged by the contract violations, interest or attorneys' fees.

- (e) Any grievance involving an individual employer not a member of any of the signatory associations shall be submitted directly to the Arbitrator unless the individual employer agrees to submit the matter to the Board of Adjustment.
- 6. Disputes arising out of work assignment, which are governed by Section 16, Jurisdictional Disputes, will not be heard at these panels.
- 7. The Board of Adjustment shall meet within forty-five (45) days on any item properly before the Board. Failure of either party to meet or to participate shall cause the Board or Arbitrator to hear and decide the matter on a default basis.
- 8. Decisions of the Board of Adjustment or an Impartial Arbitrator shall be within the scope and terms of this Agreement and shall be final and binding upon all parties hereto.
- 9. In the event an individual employer fails to comply with any such decisions, the Union may withdraw employees or strike the individual employer, and such action shall not be a violation of this Agreement so long as such noncompliance continues, provided, however, that the Union may not enforce the provisions of Section 50 (Subcontracting) by economic action or picketing.
- 10. The expenses of the Joint Adjustment Board and the Impartial Arbitrator, including the cost of a court reporter, shall be borne equally by the parties hereto.
- 11. No proceeding hereunder based on any dispute, complaint or grievance herein provided for, shall be recognized unless the grievance procedure steps outlined above have been followed. The Arbitrator or Board may for good cause, accept a late submission, which shall then be decided by the Board of Adjustment.
- 12. The Board of Adjustment shall establish regular meeting dates and administer grievances filed in conjunction with this section as set forth in the rules and procedures, which may be amended from time to time by the parties.
- 13. A decision of the Board of Adjustment by majority vote, or the decision of a permanent Arbitrator shall be enforceable by a petition to confirm an arbitration award filed in the Superior Court of the City and County of San Francisco, State of California, or the United States District Court for the Northern District of California. Any party who fails or refuses to comply with a decision of a Board of Adjustment or an award of the Arbitrator, as the case may be, shall be responsible for reasonable attorneys' fees for the filing and trial of any petition to confirm and enforce said decision or award in addition to all other remedies available through law, unless the petition is denied.

14. All hearings of the Board of Adjustment shall be in the City and County of San Francisco, and/or County of Alameda, unless mutually agreed to move to another location.
15. Other than matters concerning discharge, no proceedings mentioned hereinabove on any dispute, complaint or grievance shall be recognized unless called to the attention of the Employer and the Union within thirty (30) days after the last date the alleged violation was committed.
16. On all cases relating to discharge or discipline, employees must file their grievances with the Local Union or the NCCRC within three (3) working days after the imposition of the discharge or discipline. Thereafter, the Local Union or the NCCRC must file its grievance with the Board of Adjustment within four (4) working days after the employee files his grievance. The Board shall meet within seven (7) working days following submission of the grievance. The Board of Adjustment or Arbitrator shall be free to sustain the discharge or to find discipline other than discharge to be appropriate and may order reinstatement with full or partial back pay as he or it deems appropriate provided there shall be no discrimination on the part of the individual employer against any employee for activities in behalf of or representation of the Union not interfering with the proper performance of his duties.
17. If failure of a Board of Adjustment to meet within one week (7 working days) is due to the unavailability of the Union, the wage payment and Trust Fund contribution liability shall be limited to the above seven (7) working days. If the Employer or individual employer, or arbitrator is unavailable to meet, the wage payment and Trust Fund contribution liability shall be continuing.

IN WITNESS WHEREOF, the parties hereto have executed this document this _____, 2001 in Oakland, California.

**THE CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD,
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO**

On behalf of:

NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL

**for Local Unions No.: 22, 25, 34, 35, 68-L, 83-L, 102, 144-L, 152, 180, 217, 262, 405, 505, 586,
605, 701, 713, 751, 1109, 1147, 1240, 1381, 1486, 1496, 1599, 1618, 1789, 1861, 2035, 2236.**

By _____
Robert Alvarado, Chairman

By _____
William Feyling, Executive Director

ASSOCIATION OF ENGINEERING CONSTRUCTION EMPLOYERS

By _____
Randy Jenco, Chairman
Carpenters Craft Committee

By _____
Timothy J. Conway, Secretary

APPENDIX A

SUBSISTENCE

1. On all work covered by this Agreement as described in this Appendix A, the following shall apply effective July 1, 2000. All jobs bid or awarded, or under construction prior to July 1, 2000, shall be completed under Subsistence requirements in effect prior to July 1, 2000.
 - a. No subsistence shall be paid on any job or project located less than fifty (50) road miles from any city hall or post office in the following cities: Eureka, Redding, Chico, Santa Rosa, Cloverdale, Kings Beach, Auburn, Woodland, Oakland, South Lake Tahoe, Jackson, Manteca, San Jose, Merced, Monterey, Fresno and Visalia.
 - b. On any job or project located fifty (50) or more road miles from a city hall or post office located in a city listed in paragraph 1 (a), subsistence shall be paid at the rate of twenty-five dollars (\$25.00) per day. The individual employer shall pay to each employee covered by this Agreement the amount shown above for each day's work in addition to their regular and overtime wages as subsistence.
 - c. The area known as Geysers is a ten dollar (\$10.00) subsistence zone.
 - d. Work performed at the Mt. Hamilton Observatory or facilities adjacent thereto shall be a subsistence zone.
2. The individual employer shall not be required to pay subsistence to employees covered by this Agreement where employees are employed to work:
 - (a) At the individual employer's permanent yard;
 - (b) At the individual employer's permanent shop;
 - (c) On buildings of three (3) stories or less which are a part of a residential construction project located within the subsistence area;
 - (d) On streets, roadways and utilities, which are a part of a residential construction project of buildings of three (3) stories or less, located within the subsistence area.

This exemption does not apply to camps, highways, dams, tunnels, or similar heavy engineering projects.

3. On all other work located within the subsistence area when any employee works two (2) or more hours in any one (1) day, he/she shall be paid the subsistence allowance for that day. Such pay shall be paid to employees by separate check.

4. The individual employer's daily charge for board and lodging on jobs where subsistence is paid shall not exceed the daily subsistence allowance paid the employee.
5. Such payments for subsistence shall be excluded from the wages of the employee for the purpose of the Fair Labor Standards Act and shall be paid to such employee by check weekly and identified separately therein. Subsistence is defined as reimbursement for food, lodging and living expenses out of town and is not a wage or reimbursement for time spent going to or from the jobsite.
6. If an employee is transported by the individual employer from a permanent yard or shop located in a free zone to work in a subsistence zone and transported back to the same permanent yard or shop in a free zone, all on the same day, on the individual employer's time, he shall not receive subsistence.
7. Both parties agree to meet and confer relative to subsistence where extremely adverse access conditions exist with respect to job site access.

APPENDIX B
CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES
BRIDGE STRUCTURE AND RELATED HIGHWAY ADDENDUM
AECE - CARPENTERS MASTER AGREEMENT

Notwithstanding the working rules and conditions of the 46 Counties Carpenters Master Agreement, the following special terms and conditions shall apply to Highway work as described herein.

The Carpenters 46 Northern California Counties Conference Board for and on behalf of its affiliates, agrees to the following Addendum to the above Agreement:

SECTION 1 COVERAGE

All work performed by Bridge Builder Carpenters on highway construction, including the construction, improvement, modification and demolition of all or any part of streets, highways and bridges.

SECTION 2 MOBILITY AND HIRING

There shall be no restriction on the free movement of workers employed by a signatory employer from one job to another anywhere within the 46 Northern California Counties. Should any employer require additional workers (new hires) on any given job that has commenced, such workers shall be hired from the hiring hall having primary geographical jurisdiction over the work site.

An employer may maximize the utilization of all its United Brotherhood of Carpenters members by working them under the terms and conditions of the Bridge Structure & Highway Related Addendum.

SECTION 3 WORK REGISTRATION

The Union will provide a separate format for work registration as a Bridgebuilder Carpenter in their hiring hall procedures. When the individual employer requests a Bridgebuilder Carpenter, the Union will only dispatch those members who have indicated Bridgebuilder work experience. An 800 telephone number for dispatching Bridge Builders shall be established by the Union.

The dispatch of apprentices shall not be subject to this provision.

SECTION 4 WAGES & FRINGE BENEFITS

The following shall be the classification and minimum hourly rate during the term of this Agreement for the effective date noted and in the areas listed.

A. Nine county Area consisting of the following counties:

Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma:

Journeyman wage rates effective	7-1-00
Bridge Builder	\$28.00

B. Thirty-Four County Area consisting of the following counties:

Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba:

Journeyman wage rates effective	7-1-00
Bridge Builder	\$23.77

C. Three (3) County Area consisting of the following counties:

Monterey, San Benito and Santa Cruz:

Journeyman wage rates effective	7-1-00
Bridge Builder	\$24.12

D. FRINGE BENEFITS

Fringe benefits contributions shall be uniform throughout the entire 46 Northern California Counties Area.

Effective	7-1-00
Health & Welfare	\$ 3.905
Pension	2.45
Vacation/Supp. Dues	2.48
Apprentice/Journeyman Training	.33
UBC Health & Safety and Fund	.04
Carpenters Work Preservation	.06
Annuity Fund	2.00

Contributions required pursuant to Section 45 and 45A (Industry Funds) shall be paid in accordance with the individual employer's applicable Carpenters Agreement.

E. Future Wage & Fringe Benefit Increases:

1) Future Wage and/or Fringe Benefit Considerations: (2000-2004)

July 1, 2001-

In the Nine (9) Counties Area, and for projects in the Thirty-Four (34) Counties and Three (3) Counties Areas covered by the provisions of Sections 39 B(2) and 39 C(2) respectively, one dollar and twenty-five cents (\$1.25) per hour increase to be allocated to wages and/or fringe benefits at the discretion of the Union.

In the Thirty-Four (34) Counties and Three (3) Counties Areas for projects covered by the provisions of Sections 39 B (1) and 39 C(1) respectively, fifty cents (\$.50) per hour increase to be allocated to wages and/or fringe benefits at the discretion of the Union.

July 1, 2002 -

In the Nine (9) Counties Area and for projects in the Thirty-Four (34) Counties and Three (3) Counties Areas Covered by the provisions of Sections 39 B(2) and 39 C(2) respectively, one dollar and twenty-five cents (\$1.25) per hour increase to be allocated to wages and/or fringe benefits at the discretion of the Union including any amount to be allocated to Health & Welfare and/or the Carpenters Training Trust for Northern California, if needed to maintain existing benefits, as determined by the Health and Welfare and/or the Carpenters Training Trust for Northern California Boards of Trustees.

In the Thirty-Four (34) Counties and Three (3) Counties Areas for projects covered by the provisions of Sections 39B (1) and 39 C (1) respectively, fifty cents (\$.50) per hour increase to be allocated to wages and/or fringe benefits at the discretion of the Union.

July 1, 2002 -

In the Thirty-Four (34) Counties and Three (3) Counties Areas for projects covered by the provisions of Sections 39 B(1) and 39 C(1) respectively, an additional amount of up to twenty-five cents (\$.25) per hour shall be contributed to the Health & Welfare Trust Fund and/or the Carpenters Training Trust for Northern California, if needed, to maintain existing benefits. The bargaining parties shall rely upon the recommendation of the Health and Welfare and/or the Carpenters Training Trust for Northern California Boards of Trustees as to the amount of increase needed, if any, and enact same.

In the Nine (9) Counties Area and for projects in the Thirty-Four (34) Counties and Three (3) Counties Areas covered by the provisions of Sections 39 B(2) and 39C(2) respectively, an equal amount shall be contributed to the Health & Welfare and/or the Carpenters Training

Trust for Northern California, to be allocated from the total one dollar and twenty-five cents (\$1.25) which is subject to allocation at the discretion of the Union.

July 1, 2003 -

In the Nine (9) Counties Area and for projects in the Thirty-Four (34) Counties and Three (3) Counties Areas covered by the provisions of Sections 39 B(2) and 39 C(2) respectively, one dollar and twenty-five cents (\$1.25) per hour increase to be allocated to wages and/or fringe benefits at the discretion of the Union.

In the Thirty-Four (34) Counties and Three (3) Counties Areas for projects covered by the provisions of Sections 39 B(1) and 39 C(1) respectively, fifty cents (\$.50) per hour increase to be allocated to wages and/or fringe benefits at the discretion of the Union.

2) **PLEASE NOTE:** In addition to the above increases, the following wage only increases shall also be applicable for all work bid or let to bid after March 1, 2001, so long as the increased rates are determined and published as prevailing by the State of California, Department of Industrial Relations. All current jobs in progress are grandfathered under the current economic increase structure in E(1) above.

(a) Three (3) Counties Area

Effective Date	Increase
March 1, 2001	\$.75
January 1, 2002	\$.87
January 1, 2003	\$.88
January 1, 2004	\$.88

(b) Thirty-Four (34) Counties Area

Effective Date	Increase
March 1, 2001	\$.75
January 1, 2002	\$1.16
January 1, 2003	\$1.16
January 1, 2004	\$1.16

D. Future Wage and/or Fringe Benefit Considerations - (July 1, 2004 through June 30, 2006)

Wage and fringe benefit increases for this period shall reflect those that are set forth in the Carpenters Master Labor Agreement.

SECTION 5 WORK WEEK

A. 34 Counties & 3 Counties Area:

Section 24 of the applicable Carpenters Agreement shall be modified as follows:

The regular work week shall consist of forty (40) hours of work Monday through Friday.

B. 9 Counties Area:

The regular work week shall be in accordance with the provisions of Section 24 of the Carpenters Master Labor Agreement.

SECTION 6 MAKE-UP DAY

In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, Bridge Builder Carpenters (at their option) may make-up such day on Saturday and shall be paid at the applicable straight time rate.

SECTION 7 4 x 10 WORKWEEK

An Individual Employer may establish a workweek of four (4) consecutive days of ten (10) consecutive hours. The applicable overtime rate shall be paid for all work before a shift begins, after ten (10) hours, and on Fridays, Saturdays, Sundays and holidays. In the event two (2) shifts are employed, the first shift shall work (exclusive of meal period) ten (10) consecutive hours for which ten (10) hours shall be paid; the second shift shall be ten (10) consecutive hours of work, exclusive of meal period, and shall constitute a shifts work for which ten (10) hours shall be paid. Provided, further, all shifts are worked the same four (4) consecutive days during a 4 x 10 workweek, except as may be changed by mutual agreement.

In the event that work cannot be performed Monday through Thursday (4 x 10 hours workweek) because of inclement weather, major mechanical breakdown or lack of materials beyond the control of the Employer, Employees (at their option) may make-up such lost work day on Friday, and shall be paid at the applicable straight time rate.

The Union and the Employer will commit to proposing and supporting legislation to change existing law to allow for a 4 x 10 workweek on all Bridge Structure & Highway Related work.

SECTION 8 SUBSTANCE ABUSE TESTING

The Carpenters 46 Counties Conference Board will actively participate in the negotiation of a Basic Trades Uniform Substance Abuse Policy with the Cement Masons, Laborers, Operating Engineers, Piledrivers and Teamsters during the life of this Agreement.

The AECE Carpenter Substance Abuse Policy shall not be subject to annual Carpenters Work Preservation Committee renewal for work covered by the Bridge Structure & Highway Related Addendum.

SECTION 9 SHIFT WORK

When job site access has been limited by the construction user, a special shift may be established during off hours, Monday through Friday, when required as a condition of securing the work. The employer may pay eight (8) hours pay for eight (8) hours' work on such shift. Work in excess of eight (8) hours shall be subject to the overtime provisions of the Agreement.

No special shift shall be established or started for less than three (3) days duration unless the contracting authority specifies work tasks of only one (1) or two (2) days duration. Work performed during special shifts of less than three (3) days duration shall be paid at the wage rate of 12.5% premium pay for a minimum of eight (8) hours. If, as a result, of working such special shift(s) a Bridge Builder loses the opportunity to work his/her regular work week then all work performed on such special shift(s) shall be paid at the normal overtime rate.

IN WITNESS WHEREOF, the parties hereto have executed this document this _____, 2001, in Oakland, California.

**THE CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD,
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO.**

On behalf of:

NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL

for Local Unions No.: 22, 25, 34, 35, 68-L, 83-L, 102, 144-L, 152, 180, 217, 262, 405, 505, 586, 605, 701, 713, 751, 1109, 1147, 1240, 1381, 1486, 1496, 1599, 1618, 1789, 1861, 2035, 2236.

By _____
Robert Alvarado, Chairman Date _____

By _____
William Feyling, Executive Director Date _____

ASSOCIATION OF ENGINEERING CONSTRUCTION EMPLOYERS

By _____
Randy Jenco, Chairman Date _____
Carpenters Craft Committee

By _____
Timothy J. Conway Date _____
Secretary

LETTER OF UNDERSTANDING

TO

AECE 2000 - 2006 CARPENTERS MASTER LABOR AGREEMENT

On those public works projects where the general prevailing rate of per diem wages has been determined by the Department of Industrial Relations, or the U.S. Department of Labor and a county, city or other public agency issues its prevailing wage determination based on such determination(s), and if said rate is lower than the rate set forth in the Master Agreement and there are non-signatory and/or non-union contractors appearing on the public works plan holders list, then the Individual Employer may bid said project in accordance with the wage rates, fringe benefit rates and other applicable provisions of the prevailing wage determination incorporated in the bid specifications for the job or project. The Carpenters Work Preservation Committee shall recognize such prevailing wage determination and determine the specific allocation of all wage and fringe benefits to be paid pursuant to the applicable prevailing wage determination(s). Individual employers shall register such projects with the Carpenters Work Preservation Committee.

In addition, when no prevailing wage determination exists, the Carpenters Work Preservation Committee will meet to determine the appropriate wage and fringe benefit rates to ensure the employers competitiveness.

Robert Alvarado, Chairman

Date

William Feyling, Executive Director

Date

Randy Jenco, Chairman
Carpenters Craft Committee

Date

Timothy J. Conway, Secretary

Date

**LETTER OF UNDERSTANDING
AECE 2000 - 2006 CARPENTERS MASTER LABOR AGREEMENT
SUBCONTRACTING**

Carpenters Work Preservation Committee modification - In the thirty-seven (37) counties comprising of the three (3) Counties Area and the Thirty-four (34) Counties Area, the parties have agreed through the Carpenters Work Preservation Committee to modify the subcontractor clause, Section 50, of the Master Labor Agreement, to allow on projects with a total contract value of \$5 million dollars or less, subcontractors performing work for signatory Union general contractors to work under the "Terms and Conditions" of the Master Agreement, without actually signing the Agreement. This would require that all carpenter related work be performed by union members being paid the wages and fringe benefits contained in the Master Agreement. Concrete form, wood framing, roof structure, scaffolding, millwright and insulation work are all excluded from these provisions and if any of this work is subcontracted it may only be subcontracted to a Union signatory employer. In the counties of Marin, Monterey, Napa, Western Placer, Sacramento, San Benito, San Joaquin, Santa Cruz, Solano, Sonoma and Yolo on projects over \$5 million dollars in value there will be no modification to the current subcontracting provisions in Section 50. In the remaining rural counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Eastern Placer, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne and Yuba on projects with a total contract value of \$3 million dollars or less when there are no Union subcontractor bids or when the difference between the Union and non-union subcontractor bid are in excess of seven percent (7%) or \$25,000.00, whichever is less, then the non-union subcontractor may be used without restriction. However, concrete form, wood framing, roof structure, scaffolding, millwright and insulation work are excluded from these provisions and if any of this work is subcontracted it may only be subcontracted to a Union signatory employer. On projects over \$3 million dollars in the previously described rural counties "Terms and Conditions" may be applied to subcontracted work with the exclusion of concrete form, wood framing, roof structure, scaffolding, millwright and insulation, which must be done by Union signatory employers.

ADDITIONALLY, The parties have agreed that in the counties of Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Fresno, Glenn, Kings, Lassen, Madera, Mariposa, Merced, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, Yolo and Yuba; A carpenter's work preservation committee decision will allow for an 80% wage rate for privately financed construction work of \$2 million or less. Fringe benefits shall be paid in accordance with the Master Labor Agreement. Carpenters not wishing to accept work under the terms of the Work Preservation decision will not lose their place on the out-of-work-list.

Robert Alvarado, Chairman

Date

William Feyling, Executive Director

Date

Randy Jenco, Chairman
Carpenters Craft Committee

Date

LETTER OF UNDERSTANDING

TO

AECE 2000 - 2006 CARPENTERS MASTER LABOR AGREEMENT

SUBSTANCE ABUSE POLICY

The Carpenters 46 Counties Conference Board will actively assist in the negotiation of a Basic Trades Uniform Substance Abuse Policy with the Cement Masons, Laborers, Operating Engineers, Piledrivers and Teamsters during the life of this agreement.

Robert Alvarado, Chairman

Date

William Feyling, Executive Director

Date

Randy Jenco, Chairman
Carpenters Craft Committee

Date

LETTER OF UNDERSTANDING

The parties to the Bridgebuilder Addendum between the Carpenters 46 Northern California Counties Conference Board and the Association of Engineering Construction Employers agree that the intent of said Addendum is to restore traditional carpenter jurisdiction in the construction of Bridges and Structures. Further, the Individual Employers agree to notify all field supervision of the Addendum and its intent.

Robert Alvarado, Chairman

Date

William Feyling, Executive Director

Date

Randy Jenco
Carpenters Craft Committee

Date

LETTER OF UNDERSTANDING

It is the expressed intent of the undersigned to use the same arbitrator as is used in the CEA Master Labor Agreement for the administration of Section 51 during the term of this Agreement.

**THE CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD,
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO**

Robert Alvarado, Chairman

Date

William Feyling, Executive Director

Date

Randy Jenco
Carpenters Craft Committee

Date

Timothy J. Conway, Secretary

Date

LETTER OF UNDERSTANDING
TO
CARPENTERS MASTER LABOR AGREEMENT

The parties agree that the supply item language pertaining to roof trusses and prefabricated cabinets referenced in Section 33 (Non-Union Fabricated Materials) shall be deleted from the Carpenters Master Labor Agreement.

It is not the intent of the parties to alter or change the meaning or past industry practice in regard to this Section 33 (Non-Union Fabricated Materials).

DATED May 1, 1986

FOR THE EMPLOYER:

**ASSOCIATION OF ENGINEERING
CONSTRUCTION EMPLOYERS**

Lawrence Walters, President

Robert McLean, Vice President

FOR THE UNION:

**CARPENTERS 46
NO. CALIFORNIA COUNTIES
CONFERENCE BOARD, UNITED
BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA,
AFL-CIO**

Jim R. Green

L.E. Bee

MEMORANDUM OF UNDERSTANDING

The undersigned parties do hereby agree to allow implementation of the AECE/Carpenters Uniform Substance Abuse Policy for all work performed by an Individual Employer within the 46 Northern California Counties, provided that the Individual Employer has made application to the Carpenters Work Preservation Committee, subject to annual renewal and further subject to Section 49(3) of the Master Labor Agreement.

It is further agreed that the Individual Employer shall not be required to provide the written notice to the Union by certified mail or delivery in person before implementing said policy, as provided in Paragraph 1 and 2 of the "Prior Notice of Testing Policy" Section of the AECE/Carpenters Uniform Substance Abuse Policy.

All other terms and conditions of the AECE/Carpenters Uniform Substance Abuse Policy shall apply.

THE CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO

Robert Alvarado, Chairman

Date

William Feyling, Executive Director

Date

ASSOCIATION OF ENGINEERING CONSTRUCTION EMPLOYERS

Randy Jenco
Carpenters Craft Committee

Date

Timothy J. Conway, Secretary

Date

**CARPENTERS 46
NORTHERN CALIFORNIA COUNTIES
UNIFORM SUBSTANCE ABUSE POLICY**

This Uniform Substance Abuse Policy, hereinafter referred to as “Policy,” has been adopted by the collective bargaining parties - the Association of Engineering Construction Employers (hereinafter referred to as “Employer”) and the Carpenters 46 Northern California Counties Conference Board (hereinafter referred to as “Union:”) and is available to Individual Employers through application to the Carpenters Work Preservation Committee.

POLICY

The Individual Employer and the Union are committed to protecting the health and safety of individual employees, their co-workers, and the public at large from the hazards caused by the misuse of drugs and alcohol on the job. The safety of the public, as well as the safety of fellow employees, dictates that employees not be permitted to perform their duties while under the influence of drugs or alcohol.

In order to implement this Policy, the following Agreements have been reached:

1. An employee shall not purchase, sell, transfer, furnish, possess, use or be under the influence of illegal drugs or any alcoholic beverage while on the Individual Employer’s job premises, while working on any jobsite in connection with work performed under the Master Labor Agreement, or when using any Individual Employer vehicle.
2. The proper use of prescription drugs as part of a medical treatment program is not a violation of this Policy. The improper use of prescription drugs is prohibited and is a violation of this Policy. Employees who believe or have been informed that their use of any prescription drug may present a safety risk are to report such drug use to Individual Employer supervision to insure the safety of themselves, other employees, Individual Employer property, and Individual Employer vehicles.
3. Any employee who is found to be in violation of this Substance Abuse Policy described above shall be subject to discipline up to and including discharge. Employees engaged in the sale or purchase of illegal drugs during working hours shall be subject to immediate termination and shall not be eligible for rehire.

At the discretion of the Individual Employer, any employee may be required, in connection with or instead of disciplinary action, to participate to the Individual Employer’s satisfaction, in an approved drug assistance or rehabilitation program. Such rehabilitation shall be at no direct cost to the Individual Employer. The Individual Employer shall not pay the employee for any work time lost by the employee as a result of disciplinary action or rehabilitation.

PRIOR NOTICE OF TESTING POLICY

The following types of notice are required:

1. No Individual Employer may implement drug testing for dispatched workers on the day of dispatch at any jobsite unless written notice is given to the Union (setting forth the name of the Company, a description of the project under construction, the location of the jobsite, and the name and telephone number of the Project Supervisor). Said notice shall be addressed to:

**Carpenters 46 Northern California Counties
Conference Board
446 Hegenberger Road
Oakland, CA 94621**

Said notice shall be delivered in person or by certified mail before the implementation of such drug testing.

2. If the Individual Employer intends to implement drug testing for employees other than dispatched workers, the Individual Employer shall notify the Carpenters 46 Northern California Counties Conference Board in writing prior to implementation. Said notice shall be delivered in person or by certified mail before the implementation of drug testing.
3. When calling the Union hiring hall for workers, the Individual Employer shall advise the Union dispatcher that the Individual Employer intends to drug test dispatched workers.
4. The Individual Employer shall provide written notice of this Policy to all employees and workers dispatched to a jobsite where this Policy is in effect. The Individual Employer shall provide each employee with a copy of this Policy, together with a full explanation as to its meaning and consequences.

Failure to give any of the forms of notice in this Section shall make any drug testing engaged in by the Individual Employer a violation of the Master Labor Agreement, and no results of any such test shall be relied upon to deny employment or pay. In addition, if the Individual Employer repeatedly abuses the notice requirements described in paragraphs 1 or 2 above, the Individual Employer may not implement any form of drug testing for six months. Further, failure to give notice as required by paragraph 3 above shall result in the payment of two hours show-up time to any dispatched worker who refuses to be tested, and the worker shall not be subject to the three-month bar as described on page 5.

TERMS/DEFINITIONS

For purposes of this Policy, the following terms/conditions shall apply:

1. **Illegal Drugs:**

For the purpose of this Policy, the terms “illegal drugs” or drugs” refer to Cocaine,

Opiates, Phenc

2. **Prescription Drug:**

A drug lawfully available for retail purchase only with a Doctor’s prescription.

3. **Reasonable Cause:**

Reasonable cause shall exist when a jobsite management representative preferably not in the bargaining unit who is trained in detection of drug use, substantiates in writing specific behavioral performance or on-the-spot physical indicators of being under the influence of drugs or alcohol on the job. The indicators shall be recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol, and shall be indicators not reasonably explained as resulting from causes other than the use of such controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side effects of proper use of prescription drugs, reaction to noxious fumes or smoke, etc.). Cause is not reasonable, and thus not a basis for testing, if it is based solely on the observations and reports of third parties. The grounds for reasonable cause must be documented by the use of an Incident Report Form (see Form “A” attached).

The following may constitute some of the reasonable causes to believe that an employee is under the influence of drugs or alcohol.

- (A) Incoherent, slurred speech;
- (B) Odor of alcohol on the breath;
- (C) Staggering gait, disorientation, or loss of balance;
- (D) Red and watery eyes, if not explained by environmental causes;
- (E) Paranoid or bizarre behavior;
- (F) Unexplained drowsiness.

An Individual Employer may require that an employee who contributed to an accident resulting in damage to plant, property or equipment or injury to him/herself or others may be tested for drugs or alcohol where the Individual Employer has reasonable cause to believe that the accident resulted from the employee being under the influence of drugs or alcohol.

IDENTIFICATION AND CONSENT PROCEDURES

1. An employee may be required to submit to urine, drug or alcohol testing only if the Individual Employer has “reasonable cause” that the employee is under the influence of drugs or alcohol in violation of this Policy. The Individual Employer may order urine testing only.
2. If a management representative (preferably not in the bargaining unit) makes observations of an employee which may constitute reasonable cause for drug or alcohol testing, the supervisor shall immediately take the following actions:
 - A. Inform the employee that he/she may have a Union Representative present, if reasonably available. The employee shall also be provided with the attached Consent for Urine Test for Drugs and/or Alcohol Form setting forth the rights and obligations of the employee;
 - B. Fill out the Incident Report Form, including a statement of the specific facts constituting reasonable cause to believe that the employee is under the influence of drugs or alcohol, and the names of the person(s) making the supporting observations;
 - C. Provide a completed copy of this Incident Report Form to the bargaining unit employee before he/she is required to be tested, (and one copy made available to the Union Representative, if present). After being given a copy of the Incident Report Form, the bargaining unit employee shall be allowed enough time to read the entire document, to understand the reasons for the test.
 - D. Provide the employee with an opportunity to give an explanation of his/her condition, such as reaction to a prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over-the-counter medication or illness. If available, the Union Representative shall be present during such explanation and shall be entitled to confer with the employee before the explanation is required;
 - E. If the Management representative(s), after observing the employee, and hearing any explanation, concludes that there is in fact reasonable cause to believe that the employee is under the influence of drugs or alcohol, the employee may be ordered to submit to a urine drug test, and the employee shall be asked to sign the attached Consent for Urine Test for Drugs and/or Alcohol Form, attached to this Policy.
3. Failure to follow any of these procedures shall result in the elimination of the test results as if no test had been administered; the test results shall be destroyed and no discipline shall be imposed against the bargaining unit employee.

4. Unless there is reason to believe that the person being tested has previously altered a sample, or unless there is agreement in writing, an individual shall be allowed to provide the required specimen in the privacy of a stall or partitioned area.
5. A worker initially dispatched to a jobsite where this Policy is in effect may be required to submit a urine sample for testing illegal drugs as defined in this Policy. The testing of such workers must be conducted in compliance with the “Drug Testing Procedures” described in this Policy, and be required of dispatched workers only on the first day of reporting to the initial jobsite. This urine drug and alcohol testing of these dispatched workers, as described in this paragraph, is the only testing allowed under this Policy other than for “reasonable cause.”

Notwithstanding the above, if a rehabilitation program or drug treatment program determines that periodic testing is appropriate or necessary for the employee who has tested positive under this Policy, then that employee shall be subject to future urine drug testing as recommended by the substance abuse expert.

A worker initially dispatched to such jobsite who refuses to submit a urine sample for drug/alcohol testing will not be entitled to show-up pay for that day, and will be denied employment at the jobsite where the request for drug testing arose, for a period of three (3) months. If a worker who has refused a test returns to the same jobsite within three (3) months, and is denied work, that worker will not be entitled to show-up pay. If a worker initially dispatched to the jobsite refuses to submit a urine sample for drug/alcohol testing, and that worker is denied employment for three (3) months, this Individual Employer action will not be grievable under the Master Agreement. If the worker tests negative for drugs and alcohol, he/she shall not be drug tested again while employed by the Individual Employer at any jobsite except for reasonable cause as described in this Policy.

6. If the Individual Employer has reasonable cause to believe an employee is under the influence of drugs or alcohol, as set forth in this Policy, and the employee refuses to submit to a drug test, this may subject the employee to discipline up to and including discharge.
7. The following rules control the pay for dispatched workers tested on the first day of their employment:
 - A. If a dispatched worker is not allowed to work on the day of the dispatch, and the test is negative, the dispatched worker is entitled to show-up time or the actual time taken to drug test, whichever is greater.
 - B. If the dispatched worker is not allowed to work until the results of the drug test are received, and the test is negative, the dispatched worker is entitled to show-up

pay of two (2) hours per day for all days the dispatched worker is kept off the job unless the dispatched worker has been dispatched to another Individual Employer.

- C. If the dispatched worker is not allowed to work until the results of the drug test are received, and the test results are positive, the dispatched worker is not entitled to any form of pay (including show-up pay) for days after the day of dispatch.
- D. If the dispatched worker is put to work, that dispatched worker is entitled to pay and benefits under the Master Agreement for all hours worked, regardless of the results of the drug test.

LOTTERY DRUG TESTING

An Individual Employer may initiate unannounced lottery testing, a selection process where affected Employees are selected for testing and each Employee has an equal chance of being selected for testing. If an Individual Employer initiates such lottery testing, all Employees shall be subjected to such testing. An Individual Employer who initiates lottery testing shall specifically state in its notice to the Union and its notice to Employees that Employees will be subject to lottery testing. The Individual Employer shall give thirty (30) days notice to the Union and Employees prior to implementing a lottery drug testing program.

If the Individual Employer initiates a lottery drug testing program, all employees of the Individual Employer shall be subject to lottery drug testing. The lottery drug testing program shall be administered by a third party administrator.

DRUG TESTING PROCEDURES

1. The testing shall be done at a NIDA certified laboratory located in California. The collective bargaining parties retain the right to inspect the laboratory to determine conformity with the standards described in this policy. The laboratory will only test for ethyl alcohol and the illegal drugs listed in the Definition Section of this Policy. All testing will be at the Individual Employer's expense. At the time the urine specimens are collected, two (2) separate samples shall be placed in separate containers. One (1) of the samples collected in a separate container shall be kept refrigerated at the site where the sample is given. Upon request, this second sample shall be made available to the employee for testing by a NIDA certified laboratory selected by the employee at the employee's expense.
2. The specific required procedure is as follows:
 - A. Urine shall be obtained directly in a tamper-resistant urine bottle. Alternatively, the urine specimen may be collected at the employee's option in a wide-mouthed clinic specimen container which shall remain in full view of the employee until transferred to, sealed and initialed, in separate tamper-resistant urine bottles.

- B. Immediately after the specimen is collected, it will be divided into two (2) urine bottles which, in the presence of the employee, will be labeled and then initialed by the employee and witness. If the sample must be collected at a site other than the drug and/or alcohol testing laboratory, the specimens shall then be placed in a transportation container. The container shall be sealed in the employee's presence and the employee shall be asked to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.
 - C. A chain of possession form shall be completed by the hospital, laboratory and/or clinic personnel during the specimen collection and attached to and mailed with the specimens.
3. The initial test of all urine specimens shall utilize immunoassay techniques. All specimens identified as positive in the initial screen shall be confirmed utilizing gas chromatography/mass spectrometry (GC/MS) technique which identifies at least three (3) ions. In order to be considered "positive" for reporting by the laboratory to the employer, both samples shall be tested separately in separate batches and must also show positive results on the GC/MS confirmatory test. The following standards shall be used to determine what levels of detected substances shall be considered as "positive:"

<u>SUBSTANCE:</u>	<u>SCREENING TEST:</u>	<u>CONFIRMATION:</u>	
Amphetamines	1000 ng/ml	500 ng/ml GC/MS Methamphetamine 500 ng/ml GC/MS	Amphetamine
Cocaine Metabolites	300ng/ml metabolite	150 ng/ml GC/MS	
Opiate Metabolites	300 ng/ml morphine	Morphine 300 ng/ml GC/MS	
Phencyclidine	25ng/ml	25 ng/ml GC/MS	
Marijuana Metabolites	100 ng/ml	15 ng/ml GC/MS (Delta 9-THC)	
Ethyl Alcohol	0.08g%	0.08g%	

4. All positive drug test results shall be confirmed by a Medical Review Officer (M.R.O.) Designated by the Individual Employer.

5. If the testing procedures confirm a positive result, as described above, the employee/dispatched worker shall be notified of the results in writing, including the specific quantities. If requested by the employee or the Union, (with the written consent of the member), the laboratory will provide copies of all laboratory reports, forensic opinions, laboratory work sheets, procedure sheets, acceptance criteria and laboratory procedures.
6. All specimens confirmed positive shall be retained and placed in properly secured long-term frozen storage for a minimum of one (1) year, and be made available for retest as part of any administrative proceedings.
7. All information from an employee's or dispatched worker's drug and alcohol test is confidential for purposes other than determining whether the Individual Employer policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee or applicant. The results of a positive drug test shall not be released until the results are confirmed.
8. Every effort will be made to insure that all employee substance abuse problems will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in the disciplinary procedure.

No laboratory or medical test results will appear in the employee's Personnel File. Information of this nature will be kept in a separate, confidential file.

All necessary measures shall be taken to keep the fact and the results of the test confidential.

CONSEQUENCES FOR VIOLATING THE RULES AND PROVISIONS OF THIS POLICY

1. ***Dispatched workers:*** Dispatched workers who submit a urine sample on the first day of their employment may be terminated by the Individual Employer if their initial positive test results have been confirmed in writing. Dispatched workers will be informed in writing if they are rejected on the basis of a confirmed positive drug test result. A dispatched worker may challenge the validity of a positive test result through the grievance procedure of the Master Agreement.
2. ***Employees:*** If the results of the urine test administered by the Individual Employer show that the employee was under the influence of drugs or alcohol while on duty, the appropriate disciplinary action may be imposed by the Individual Employer after the following procedure has been followed:

After considering the results of the tests, the Individual Employer may discipline the employee provided that any discipline imposed for the first offence in any twenty-four (24) month period, and any grievance filed in response thereto, shall be held in abeyance pending voluntary participation by the Employee in a substance abuse treatment program mutually agreed upon by the Employer and the Union during an unpaid leave of absence.

3. The employee may return to work if work is available after showing either successful completion of the rehabilitation program or satisfactory participation in the program of counseling and/or meetings.
4. If the employee successfully completes or participates in such a program or is not disciplined for substance use, possession or being under the influence for twenty-four (24) months following the initial confirmed positive test, the discipline shall be revoked and shall not be used as the basis for any other disciplinary action in the future.
5. If an employee's positive test result has been confirmed, the employee is subject to disciplinary action under the terms described above, up to and including termination. Among the factors to be considered in determining the appropriate disciplinary response are the nature and requirements of the employee's work, length of employment, current job performance, the specific results of the test, and the history of past discipline.
6. If a rehabilitation program or drug treatment program determines that periodic testing is appropriate or necessary for the employee who has tested positive under this Policy, then that employee shall be subject to future urine drug testing as recommended by the substance abuse expert.

SUPERVISOR TRAINING

The Individual Employer shall develop a program of training to assist Management representatives and stewards in identifying factors which constitute reasonable cause for drug testing, as well as a detailed explanation and emphasis on the terms and conditions of the drug policy.

EMPLOYEE VOLUNTARY SELF-HELP PROGRAM

An employee who engages in drug/alcohol abuse is encouraged to participate in an Employee Voluntary Self-Help Program. Employees who seek voluntary assistance for alcohol and/or substance abuse may not be disciplined for seeking such assistance. Request by employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. An Employee Voluntary Self-Help Program Counselor shall not disclose information on drug/alcohol use received from an employee for any purpose or under any circumstances, unless specifically authorized in writing by the employee.

The Individual Employer shall offer an employee affected by alcohol or drug dependency an unpaid medical Leave of Absence, for the purpose of enrolling and participating in a drug or alcohol rehabilitation program.

GRIEVANCE PROCEDURE

All disputes concerning the interpretation or application of this Policy shall be subject to the grievance and arbitration procedures of the applicable Master Labor Agreement.

SAVINGS CLAUSE

The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Policy be determined contrary to law, such invalidation of that part or portion of this Policy shall not invalidate the remaining portions. In the event of such determination, the collective bargaining parties agree to immediately bargain in good faith in an attempt to agree upon a provision in place of the invalidated portion.

INDEMNITY CLAUSE

The Individual Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits or liabilities that may arise solely out of the Individual Employer's application of this Policy.

TERM OF AGREEMENT

This Policy shall constitute the only Agreement in effect between the collective bargaining parties concerning drug abuse, prevention and drug testing. Notwithstanding the above, if an owner's requirements are more stringent than those contained in this Policy, then the Carpenters Work Preservation Committee will review an Individual Employer's request to implement the owner's requirements.

The collective bargaining parties agree to meet on an annual basis to review this Policy, bring it into compliance with the law, if necessary, and to review other considerations which may arise during the course of this Agreement. Changes in this Policy may be made only if mandated by law or agreed upon by the collective bargaining parties.

INCIDENT REPORT FORM

Employee involved _____

Date of Incident _____ Time of Incident _____

Location of Incident _____

Employee's Job Assignment/Position _____

Has employee been notified of his/her right to Union representation? _____

Date/Time Notified _____
DATE TIME

Employee's Initials _____

Witness to Incident _____

OBSERVATIONS _____

EMPLOYEE'S EXPLANATION _____

Action Recommended: _____

Action Taken: _____

1. _____ 2. _____
Signature Signature
Employer Representative Union Representative (if present)

Title: _____ Title: _____

Date/Time/Action Taken: _____

CONSENT FOR URINE TEST FOR DRUGS AND/OR ALCOHOL

I, (name) _____ understand that my Employer has adopted a Drug and Alcohol Policy which allows for urine drug and/or alcohol testing for reasonable cause. I have been requested to give a urine specimen which will be tested for the presence of Cocaine, Opiates, Phencyclidine, Marijuana, the Amphetamine Group and Ethyl Alcohol.

I may refuse to provide a urine sample, but disciplinary action by the Company, up to and including discharge may result if a sample is not provided.

All charges for this urine test for drugs and/or alcohol will be paid for by the Company, and not me.

I am presently taking the following medicines or prescription drugs: _____

I have read, understand and agree to the above.

Date: _____

Time: _____

Employee: _____

Dispatched Worker: _____