

**2016-2022
COLLECTIVE BARGAINING AGREEMENT FOR BUILDING CONSTRUCTION**

BETWEEN

**ASSOCIATED GENERAL CONTRACTORS OF AMERICA,
SAN DIEGO CHAPTER**

AND

SOUTHWEST REGIONAL COUNCIL OF CARPENTERS

2016- 2022 Carpenters - Building Agreement

TABLE OF CONTENTS

Click on any heading below to view text

	Section	Page
PARTIES TO AGREEMENT.....	1	1
TERM-TERMINATION AND RENEWAL.....	2	1
AREA COVERED	3	1
WORK COVERED.....	4	2
RECOGNITION.....	5	2
OBLIGATIONS OF EMPLOYER	6	3
EXISTING AND OTHER AGREEMENTS.....	7	3
UNION SECURITY.....	8	4
UNION REPRESENTATIVES	9	4
STEWARD(S).....	10	4-5
SAFETY.....	11	5-6
EFFICIENCY.....	12	6
INJURY.....	13	6
DISCHARGE.....	14	6-7
HIRING	15	7-8
EQUAL EMPLOYMENT OPPORTUNITY	16	8
JURISDICTIONAL DISPUTES	17	9
STRIKES AND LOCKOUTS.....	18	9
PROCEDURE FOR SETTLEMENT OF GRIEVANCES AND DISPUTES.....	19	10-12
PAYMENT OF WAGES.....	20	12
WORK PERIODS.....	21	12-13
HOLIDAYS	22	13
TRANSPORTATION.....	23	13
PARKING	24	14
CRAFT WORKING RULES	25	14-17
SUBCONTRACTING	26	17
JOB TARGETING PROGRAM	27	17
HEALTH & WELFARE	28	18
WAGES	29	18
WAGES-RESIDENTIAL, LIGHT COMMERCIAL AND TENANT IMPROVEMENT	30	18-19



2016- 2022 Carpenters - Building Agreement

TABLE OF CONTENTS (Continued)

	Section	Page
APPRENTICESHIP TRAINING AND RATIO	31	19
PUBLIC WORKS PROJECTS COVERED BY THE DAVIS-BACON ACT AND RELATED STATUTES OR THE CALIFORNIA LABOR CODE, SECTION 1720 ET SEQ.	32	19
PENSION.....	33	20
CREW COMPOSITION AND SIZE.....	34	20
VACATION/SUPPLEMENTAL DUES	35	20-21
PRE-APPRENTICE CLASSIFICATION	36	21
JOB REGISTRATION	37	22
INDUSTRY ADVANCEMENT	38	22
GENERAL SAVINGS CLAUSE	39	22
WAGE AND FRINGE BENEFIT RATES	Appendix "A"	24-25
DRUG AND ALCOHOL ABUSE PREVENTION AND DETECTION.....		26-29
REASONABLE SUSPICION CHECKLIST/REPORTING FORM	Att. 1	30-32
TESTING LEVELS.....	Att. 2	33



SECTION 1
PARTIES TO AGREEMENT

A. This Agreement is entered into this 1st day of July, 2016, between Associated General Contractors of America, San Diego Chapter, Inc., for and on behalf of its signatory contractor members, hereinafter referred to as Employer or Association, and the Southwest Regional Council of Carpenters and its affiliated Local Unions hereinafter referred to as the Union. Association means Associated General Contractors of America, San Diego Chapter, Inc. The Employers and the Union recognize and agree that the Association is the administrative representative of the Employers, and the Association has no signatory status by the terms of this Agreement or otherwise. Employer means signatory contractor members of the Association.

B. It is the desire of the parties to establish rates of pay, hours of employment and working conditions which shall be applicable to these workers in the performance of the work of the Employer hereinafter defined in this Agreement.

C. The purpose of this Agreement is to ensure that all construction work performed by the Employers shall proceed continuously and without interruption, in an efficient and economic manner, to secure optimum productivity, and to facilitate the orderly performance of the work by improving efficiency and eliminating work stoppages, slowdowns, poor work practices and other interferences with the progress of the work.

SECTION 2
TERM, TERMINATION AND RENEWAL

A. This Agreement shall become effective on July 1, 2016, and shall remain in full force and effect through June 30, 2020, and from year to year thereafter, unless either party gives at least sixty (60) but no more than ninety (90) days written notice to the other party prior to June 30, 2020, or June 30th of any subsequent year, of its intention to amend, modify or terminate.

B. 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 additional changes in conditions or benefits.

SECTION 3
AREA COVERED

The area covered by this Agreement shall be San Diego County, California, and San Clemente Island, California. It is agreed that any work on San Clemente Island shall be performed pursuant to the terms of the Master Engineering Contractors Labor Agreement between the Association and the Union.

In the event the individual Employer signatory hereto performs any work within the

jurisdiction of the Union in the other 11 southern counties of California, (Los Angeles, Orange, San Bernardino, Ventura, Inyo, Mono, Kern, Imperial, Riverside, Santa Barbara and San Luis Obispo) , such work will be performed under the appropriate Master Agreement for that area and the individual Employers agrees to submit to the Union evidence of the Employer's signatory status for that area jurisdiction.

SECTION 4 **WORK COVERED BY THIS AGREEMENT**

This Agreement shall apply only to construction job site work done in conjunction with the construction, alteration, modification, improvement, or repair, in whole or in part of a building, structure, or other job site construction work within the recognized jurisdiction of the Union, including stripping and shoring, and shall not include any other job site construction industry work. Excepted from the scope of covered work is flat site concrete work. Job site is defined as an area within which construction work is being performed, the boundaries for which are the same as those boundaries delineated in the specifications for the job or project which may include such references as right-of-way, parcel, subdivision map, dedicated street or lot. In the case of subdivisions or planned unit development where construction phases are stipulated by construction contracts, job site will mean only that area covered by phases or units currently under construction and under the Employer's control. Repair and maintenance of equipment is specifically excluded from the coverage of this Agreement. This Agreement shall not apply to the layout and distribution of materials. At the discretion of the Employer, employees covered by this Agreement shall perform work traditionally accomplished by other trades, where necessary for the practicable completion of the work

Where the Contractor performs engineering construction work in San Diego County, he shall perform said work under the terms and conditions of the AGC Engineering Contractors Agreement.

SECTION 5 **RECOGNITION**

The Employers recognize the Union as the sole and exclusive collective bargaining representative of all employees employed to perform work covered by this Agreement. The Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following classes of employees: executives, superintendents, assistant superintendents, master mechanics, timekeepers, messengers or office workers. Employees and persons employed to perform work covered by this Agreement specifically include Craft Foreman.

The Union hereby recognizes the Associated General Contractors of America, San Diego Chapter, Inc., as the sole and exclusive bargaining representative for their members, present and future, who are signatory to this Agreement, or hereafter become signatory members of said Employer Association, each of whom is, as used in this Agreement, an employer.

SECTION 6
OBLIGATIONS OF EMPLOYER

A. This Agreement shall apply to any name, style, new name or new style under which the Employer conducts or will conduct business in the construction industry anywhere in the area covered by this Agreement.

B. This Agreement is binding upon the Employer regardless of whether or not it changes the name or style or address of its business. An Employer shall include any firm, partnership, company, or corporation or other business organization, excluding developer, in which the Employer has a majority ownership interest while operating under the Employer's present name or any other legal entity. The Employer shall give notice in writing to the Union of any intent to change the name, style or address of its business, or to perform business under more than one name or style or at more than one address, prior to the adoption of a new or different name, style or address, or the addition of new names or styles or addresses, as specified herein.

C. The Employer shall continue to be bound by the terms of this Agreement under the new name or method of operation, including a partnership or corporation in which it has majority control or interest, until such times as it cancels this Agreement in accordance with the provisions of Section 2 of this Agreement.

SECTION 7
EXISTING AND OTHER AGREEMENTS

A. All existing San Diego jobsite labor agreements between the Employer and the Union for work covered by this Agreement are hereby canceled by mutual consent. This Agreement is a building construction agreement.

B. This Agreement shall be deemed to have been executed when the parties signing shall have affixed their signatures hereto. There shall be no retroactive application of: (1) changes in wages or employee benefits of any kind, (2) trust fund or other contributions, or (3) obligations upon employees.

C. The Union shall not enter into a single project agreement containing more favorable conditions with other employers, when such employers are bidding or negotiating to obtain such projects in competition with the Employer, unless such other employers are signatory to another appropriate collective bargaining agreement with the Union covering all their operations in San Diego County. Where a nonsignatory employer is awarded or obtains a contract for a project and thereafter desires to become signatory to a collective bargaining agreement with the Union, the Union shall have the option to exempt such nonsignatory employer's then current other projects from the coverage of the collective bargaining agreement to which such employer becomes signatory. This provision will not prohibit the Union from entering into a Project Labor Agreement containing substantially the same terms as this agreement if the PLA is made available to all contractors.

D. The Union shall provide the Association upon request with copies of all agreements and side letters of understanding covering work performed in San Diego County with employers who are not signatory to this Agreement.

SECTION 8
UNION SECURITY

A. Employees employed by the Employer under this Agreement for a period of eight (8) days continuously and cumulatively shall on the eighth (8th) day or eight (8) days after execution of this Agreement, whichever is later, be obligated to tender the regular initiation fees and pay periodic dues to the Union as a condition of employment.

B. The Employer shall not be required to discharge any employee pursuant to this section until a written notice from the Union of such employee's non-compliance, stating all pertinent facts showing such non-compliance, shall have been served upon Employer.

C. The Union shall indemnify and hold harmless the Employer from any and all costs, expenses, damages, and other forms of administrative or judicial remedies invoked because of the inclusion of enforcement of the provisions of this Section, except liability imposed as a result of the Employer's own negligence.

SECTION 9
UNION REPRESENTATIVES

After presentation of proper identification, the Employer shall afford bona fide representatives of the Union prompt and free access to the jobsite during construction for the purpose of conducting legitimate union business. If the Employer or his representative is present on the job, the Union representative shall apprise the Employer or his representative of his presence. Such representative shall provide their own security credentials, if required. A union representative must comply with all safety and health regulations and established practices of the Employer. In no event shall the representatives of the Union interfere with the progress of the work.

SECTION 10
STEWARDS(S)

A. The steward shall make himself known to the Employer. The steward shall be a competent journeyman. The Union agrees that the duties of the steward shall be performed expeditiously. The Employer agrees to allow the steward a reasonable amount of time for the performance of such duties. In no event shall the Employer discharge or lay off a steward before the completion of a job because of any actions taken by the steward in the proper performance of his Union duties necessary to the enforcement of this Agreement.

B. The steward shall not:

1. Stop the Employer's work for any reason;
2. Tell any worker or any employee covered by this Agreement that he cannot work on the job; or
3. Initiate or threaten any physical altercation with any person on the jobsite.
4. Appear on or near the jobsite under the influence of any intoxicant or drug.
5. Be dishonest or absent without authorization.

C. Infraction of any of the rules in subparagraphs of B. shall be cause for immediate dismissal of the steward without any prior notice.

D. The Employer agrees that the craft job steward shall remain on the job as long as there are no less than 3 craft employees, excluding foremen and superintendents, are working on the job and providing the steward is qualified to perform the remaining work.

E. The Employer shall give the steward two (2) calendar days' notice before laying him off, except for misconduct.

SECTION 11 **SAFETY**

A. When it is called to the attention of the Employer or his representative by the Union representative that a flagrant violation of CAL-OSHA regulations that would cause major injury is being committed and the Employer or his representative fails or refuses to make correction immediately, or when a California Department of Industrial Safety Engineer issues a citation declaring a portion or phase of a project unsafe, the Union will not be deemed in violation of this Agreement for refusing to allow employees to continue working on that portion or phase of a project. Any employee found to be willfully violating project safety or the CAL-OSHA orders adopted by the Industrial Safety Board of the State of California may be immediately discharged.

B. The Employer shall furnish for the use of his employees any necessary waterproof or foul-weather gear, safety helmets, safety protective clothing or gear as required by CAL-OSHA or OSHA or the Employer. Employees may be held monetarily responsible for such items properly checked out to them with the understanding that such items broken, worn out in normal use, or lost in a manner beyond the control of the employee are excluded. No employee shall be disciplined or suffer any loss in wages or fringe benefits on account of having refused to perform work reasonably perceived by the employee to be dangerous to the employee's health and safety.

C. The Employer shall furnish, where weather conditions require, suitable iced, chilled, or refrigerated water when requested by the majority of the employees on the jobsite. The Employer will furnish sanitary drinking water and toilet facilities at all times in accordance with California law.

D. The Union shall cooperate with the Employer in carrying out all of the Employer's

safety measures and practices enumerated above, and employees shall perform their duties in such a manner as to promote efficient operations on all jobs. Employees shall comply with all applicable safety and health regulations and with the safety practices of the Employer.

E. Heat Illness Recovery: A heat illness prevention cool down recovery period shall be made available for employees working in high heat conditions in order to prevent heat illness in accordance with CAL OSHA requirements. The grievance procedure detailed herein shall be the exclusive method for resolving all alleged violations of this Article and the time limitations of the grievance procedure shall apply to the extent permitted by applicable local, state, or federal law. Nothing in this Agreement shall be construed to limit the relief that an arbitrator deems appropriate.

SECTION 12 **EFFICIENCY**

Because the Employers and the Union recognize the necessity of eliminating restrictions on production and promoting efficiency, nothing shall be permitted that restricts production or increases the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restriction against the use of any kind of machinery, tools, or labor-saving devices. Every employee must be productively engaged in work during the entire shift, except for designated meal or break periods.

SECTION 13 **INJURY**

A. Employees who are unable to complete a days work, as a result of an industrial injury not caused by their violation of state law, CAL-OSHA standards or violation of the Employer's posted safety procedures shall be paid for the remainder of their shift.

B. An industrial injury shall not be cause for discharge and an applicant for employment shall not be rejected because of prior industrial injury, provided the employee can perform his work competently and safely.

C. A Contractor may offer modified or alternative work to employees that have been injured on the job and can no longer perform their usual and customary work. Such work opportunities will comply with the terms of California Labor Code. The Union will review and approve the modified or alternative work prior to it being offered to the injured employee.

SECTION 14 **DISCHARGE**

A. No employee shall be discharged or discriminated against for activities in behalf of or in representation of the Union not interfering with the proper performance of his duties.

B. No employee shall be discharged or discriminated against by an Employer for engaging in any conduct protected by Section 7 of the Labor Management Relations Act of 1947, as amended; subject to the provisions of Section 18 hereof, which shall be controlling.

C. The Union recognizes the Employer's right to establish a drug testing policy for its employees. Any testing program will utilize the testing procedures of and standards of the Substance Abuse and Mental Health Administration (SAMHSA). Any employee may be terminated for refusing to submit to drug screening, drinking on the job, drunkenness, dishonesty or for any lawful reason which affects the employee's qualification to perform work on the jobsite. Any discharge may be subject to the grievance procedure.

D. The parties have agreed to a drug testing program applicable on July 1, 2013 to all employees working under this Agreement (See Drug and Alcohol Attachment)

SECTION 15 **HIRING**

In the employment of workmen for all work covered by this Agreement in the territory above described, the following provisions, subject to the conditions of Section 5 of this Agreement, shall govern:

A. The Union shall establish and maintain open and non-discriminatory employment lists for employment of workmen in the work area jurisdiction.

B. The Employer shall first call upon the Regional Council, the local union or their agents having work and area jurisdiction for such men as they may from time to time need, and the Union or its agents shall furnish to the Employer the required number of qualified and competent workmen and skilled mechanics of the classifications needed by the Employer.

C. Reasonable advance notice, but not less than twenty (20) hours, will be given by the Employer to the Union, or its agents, upon ordering such workmen or mechanics. In the event that twenty-four (24) hours after such notice has expired the Union or its agents fail to furnish such skilled and competent workmen, the Employer may procure workmen from any other source or sources. If men are so employed, the Employer will immediately report in writing each such workman's name, address, social security number, and work classification to the appropriate union or its agents. Prior to putting any such worker to work, the Employer shall require the worker to obtain a dispatch slip from the appropriate Union hiring hall.

D. The Employer shall provide employment applications with a referral request form which shall describe the applicant's classification and wage rate. The applicant shall provide that form to the hiring hall when obtaining his dispatch slip.

E. The Union will furnish each such required competent workmen or skilled mechanic entered on their lists to the Employer by use of written identification, and will furnish such workmen or skilled mechanics from the respective list in the following priority:

1. Local workmen designated by name by the Employer and whose names are entered on the out of work list.
2. Workmen who, within the five (5) years immediately before the Contractor's order for men, have performed work covered by this Agreement in the geographic area of the Agreement, in response to any special request of the Employer, provided such workmen are available for employment.
3. Workmen whose names are entered said lists and who are available for employment.

F. The employer may at any time transfer employees within San Diego County.

G. Workmen employed but not properly dispatched by written referral for work covered by this Agreement shall be removed immediately at the request of the Union, in writing, to the Employer or his representative. There being no exact method of determining in advance the precise damages involved in the Employer's failure to use the hiring hall, of the identity of the injured worker entitled to damages, the Employer shall contribute into the Union's health and welfare trust one day's pay at the journeyman's rate for each day or part of day worked by an employee so removed. A workman so removed shall be paid only for the hours worked.

H. Any individual who is rejected by the Employer shall not be re-referred to the Employer when the Employer has notified the Union in writing not to refer said workman for re-employment. The Employer will be the sole judge of the qualifications of all his employees.

I. As soon as practicable prior to commencing a new project, the Employer will notify the Union of the location of the project.

J. The Union will adopt rules to govern the administration and operation of the hiring hall. These rules may be amended from time to time by the Executive Board of the Union.

SECTION 16 **EQUAL EMPLOYMENT OPPORTUNITY**

A. The Employer and the Union will not discriminate against any person with regard to employment or union membership because of his or her race, religion, color, sex, age, national origin, or ancestry and hereby declare their acceptance and support of existing laws. This shall apply to hiring, placement, training during employment, rates of pay or other forms of compensation, layoff or termination, and application for admission to union membership.

B. The Union will accomplish the development, implementation and administration of an affirmative action program. A preliminary plan will be provided to the Employer within six (6) weeks of the execution of this agreement, and an operating plan will be implemented within three (3) months of the execution date.

C. ADA Compliance: The Union and the Employer recognize that significant legal obligations have been imposed on employers by the Americans with Disabilities Act ("ADA"). It is further recognized that the extent of these legal obligations, and the way in which they must be met, is presently unclear. The Union agrees, on behalf of itself and employees it represents, to cooperate with the Employer to ensure that the requirements of the ADA are complied with. The Union further agrees that actions taken by the Employer in a good faith effort to comply with the requirements of the ADA will not be subject to the filing of a grievance under this Agreement. In the event of a charge against the Employer by or on behalf of an employment applicant or employee that his or her rights under ADA have been violated, the Union agrees to fully cooperate with the Employer to gather information relating to the basis of the applicant's or employee's claim, and the remedies sought.

SECTION 17
JURISDICTIONAL DISPUTES

A. During the term hereof, there shall be no strikes, slowdowns or stoppages or work occasioned by jurisdictional disputes between the Union and any other unions and all employees covered by this Agreement shall perform the work customarily performed by them and shall cooperate and work with employees represented by other unions without regard to past, present or future disputes or jurisdictional claims.

B. When making work assignments, the Employer shall make reasonable efforts to assign the work in accordance with existing inter-craft agreements between the Union and any other unions with which the Employer may become signatory.

SECTION 18
STRIKES AND LOCKOUTS

A. It is the purpose and intent of the parties that all grievances or disputes arising between them over the interpretation or application of the terms of this Agreement shall be settled by the grievance and arbitration procedures and the Union agrees that neither it nor its officers, agents, members, nor employees represented by it will engage in, authorize, instigate, or aid work stoppages or strikes, interruptions, slowdowns, or other impeding of the work during the term of this Agreement. The provisions of this Section extend to all sympathy strikes affecting the Employer's operation, and to all strikes aimed at other employers who are working upon, or making deliveries to, the Employer's jobsite. Further, the Union will use its best efforts to prevent, halt, terminate, and minimize the effect of any work stoppages, strikes, interruptions, slowdowns, or other impeding of the work.

B. The employer agrees not to lock out any employees whose work is covered by this Agreement.

C. The foregoing promises by the Union and the Employers shall be specifically enforceable by the Union and the Employer regardless of whether or not the subject of the dispute giving rise to the strike, work stoppage, slowdown or other impediment of work is subject to grievance and arbitration. Any violation of this section shall entitle the party

subjected to the work stoppage, slowdown or other interruption, strike or lock out to recover its damages and attorneys fees and costs.

SECTION 19
PROCEDURE FOR SETTLEMENT OF GRIEVANCES AND DISPUTES

A. All grievances or disputes shall be brought to the attention of the Employer or his representative within ten (10) working days of the known occurrence giving rise to the dispute, or it shall be waived. Should a grievance or dispute arise on the jobsite, it shall be processed in the following sequence, using the number of steps necessary to dispose thereof.

1. The Craft Steward or Union representative is to receive grievances or disputes from employee members of his craft, and shall immediately report them to the Employer or his representative.

2. The Union representative shall endeavor to settle the grievance or dispute with the Employer.

3. Failure to resolve the grievance or dispute by 1, or 2, above, shall cause the grievance or dispute to be referred to the Joint Conference Board for settlement within fifteen (15) days after conclusion of Step 3, or the grievance or dispute shall not be considered by the Joint Conference Board and the case will be considered closed.

4. The Conference Board shall not be required to make adjustments in wage claims, or unpaid classification premium or overtime payment retroactive beyond ninety (90) days, unless by unanimous vote of the Conference Board. Fringe benefits are excluded from decisions of the Joint Conference Board.

B. **CONFERENCE BOARD**

1. There shall be a Conference Board of three (3) members, one representing the Union, one representing the Employer's signatory to this Building Agreement, and one neutral member, who shall be Chairman.

2. The purpose of the Joint Conference Board is to settle disputes or grievances referred to it and to interpret this Agreement. The Joint Conference Board is to be limited to these purposes, and shall hear cases and render decisions based solely upon interpretation of this Agreement.

3. The Conference Board Chairman shall be selected by a selection committee comprised of two (2) representatives of the Union and two (2) representatives of the Employer's. The selection committee shall be appointed by the signatories within fifteen (15) days after consummation of this Agreement. The committee shall select its own chairman or co-chairman. The selection committee shall select nominate four (4) candidates. From this list of eight (8) candidates, they shall select the chairman of the

Conference Board. The Union representatives shall nominate four (4) candidates and the Employer shall nominate four (4) candidates. From this list of eight (8) candidates, they shall select the chairman of the Conference Board and the alternate chairman by a majority vote, within thirty (30) days after consummation of this agreement. This selection committee chairman shall notify the signatory parties to this agreement, the name, address and phone number of the elected chairman and the alternate chairman. In the event the elected chairman is not available to hear a case that has been scheduled, or a vacancy occurs by resignation, disability or death, the alternate chairman will hear the case. The Conference Board chairman and members of the Conference Board shall serve for the term of the agreement, or until replaced, if for a lesser time.

4. Conference Board members other than the Chairman shall be appointed by the Signatories in the following manner: The Union and the Employer shall appoint four (4) representative and two (2) alternate making a total of twelve (12) regular and alternate members to the grievance panel, only one (1) of which from the Union panel and one (1) from the Employer panel shall hear the case with the chairman.

5. The Joint Conference Board will convene upon request of the Employer acting for itself or upon the request of the Union using the following procedures:

a. If the request is initiated by the Union, upon written request to the Employer with copies to the Chairman.

b. If the request is initiated by an Employer, with a written request to the Union and the Chairman.

6. This meeting shall be scheduled by the Chairman not sooner than forty-eight (48) hours nor more than seven (7) days after receipt of said request for a Conference Board hearing, unless mutually agreed upon by the parties to the grievance.

7. A quorum requires that all Conference Board positions be filled. There shall be one (1) Union representative, one (1) Employer representative and the Chairman present. Each shall have one (1) vote.

8. The Conference Board shall meet on request or as it deems advisable to set up ground rules, study and interpret this Agreement, and to prepare forms and procedures for hearing and presentation of cases.

9. The Conference Board shall keep minutes and shall notify all parties of decisions rendered, in writing.

10. Any expenses incurred by the Joint Conference Board shall be paid equally by the Union and the involved Employer, regardless of the decision.

11. The elected Chairman shall be paid an amount to be determined by the parties for each case at which he officiates.

12. Voting on any grievance or dispute or any other proposition shall be done in

executive session only and no record of the distribution of votes shall be kept or distributed.

- a. The Joint Conference Board shall remain in session, exclusive of recess, until it has arrived at a decision.

13. The determinations of the Joint Conference Board are final and binding upon the parties. There shall be no appeal.

- a. A simple majority vote is required to dispose of items on the agenda.
- b. The Joint Conference Board shall have the right of discovery on specific cases subsequent to convention for the hearing on that specific case.
- c. This grievance procedure is limited to contractor s signatory hereto.
- d. There shall be no attorneys, court reporters, or recording devices of any type at the Conference Board hearings.

SECTION 20 **PAYMENT OF WAGES**

A. All wages due employees must be paid weekly on a designated payday by the Employer on the jobsite prior to end of the employee's shift. Prior to payment of wages, the Employer may require the employee to sign a time card confirming the accuracy of said time card. Should the Employer's payday fall on a legal, recognized holiday, the Employer may pay his employees on the next regularly scheduled work day; however, reasonable effort will be made by the Employer to pay his employees prior to the holiday.

B. The Employer shall provide with each payroll check an itemized check stub showing each contribution and deduction made for the payroll period covered by the check or a separate statement showing the name and address of the Employer, with each payroll check showing separately regular deductions, the rate of pay, straight-time and overtime hours worked for the payroll period and the ending date. Each check shall show the name of the employee.

C. Upon layoff or discharge for any reason, the employee shall be paid immediately in full.

D. In satisfying the requirements of this section, the Employer shall comply with the applicable state and federal laws and regulations.

SECTION 21 **WORK PERIODS**

A. Forty (40) hours worked from Monday through Friday shall constitute a week's work.

Any work actually performed in excess of eight (8) hours in one day or forty (40) hours during any work week, and the first eight (8) hours of work performed on a Saturday shall be payable at the rate of one and one-half (1 ½) times the employee's straight-time hourly rate; except that an employee who does not complete a full forty (40) hour, due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the Employer or because the employee voluntarily chooses to miss a scheduled workday may voluntarily work on Saturdays (whole day only) at straight time or Fridays if working 4-10 hour shifts. Any work after eight (8) hours on Saturdays, and work on Sundays, holidays, or in excess of twelve (12) hours in any one day shall be paid at double time.

B. No employee shall be required to work more than five (5) consecutive hours without a one-half (½) hour meal break. When employees are required to work over five (5) hours without being provided with a one half (½) hour uninterrupted meal period, they shall receive the appropriate overtime rate of pay.

C. All starting and quitting times shall be determined by the Employer. Starting and quitting time will be between 5:00 a.m. and 6:00 p.m.

SECTION 22 **HOLIDAYS**

The following days are recognized as Holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day (November 11)
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Day

If any of the above Holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Christmas or New Years should fall on a Saturday, the Friday preceding shall be considered a legal holiday. Work on such days shall be paid at the double time rate. No work shall be required on Labor Day except in cases of extreme urgency when life or property is in imminent danger.

SECTION 23 **TRANSPORTATION**

Employees shall travel to and from work on their own time and by means of their own transportation. The Employer shall not be responsible for toll expenses.

SECTION 24
PARKING

The Employer shall endeavor to provide or arrange for free parking for Employees within 350 yards of the project site. In the event such parking arrangements cannot be feasibly provided, the Employer must provide parking relief to its Employees in one or more of the following ways at the Employer's option:

1. Provide free shuttle service from an alternative designated parking area. The Employee shall be paid for the time traveling between the parking area and the job site.
2. Provide cash reimbursement to employees who pay for parking. Such reimbursements will be limited as follows:
 - a. The Employer will not be required to reimburse parking for an employee unless the employee provides valid receipts and affidavit for amounts paid for parking, including the date and amount paid.
 - b. The maximum reimbursement rate will be \$12.00 per day.
 - c. The employer will not be required to reimburse the employee more often than once a week. The employer may pay employees by cash or check, no later than 7 calendar days after receipts and proper affidavit are submitted by the employee. Checks may be mailed to the employees' home address.
 - d. The Employer must reimburse employees for parking immediately upon termination, provided receipts and affidavit are submitted.
3. Provide "parking pay" of an additional \$1.25 per hour on the employee's wage rate. Such pay will be added to the employee's regular wage rate and is fully taxable as earnings. There shall be no requirement to provide receipts or other paperwork in this event.

Employees are encouraged to use car pooling, ride sharing and public transit, when possible in such situations.

SECTION 25
CRAFT WORKING RULES

A. Carpenters shall not be required to provide any gasoline driven, pneumatic or electrical tools, cordless, battery powered, electrical cords or any other similar equipment other than carpenters hand tools.

B. Transportation Expenses: Carpenters required to transfer from any project to any other project of the Employer during working hours by their own transportation shall be

reimbursed for expenses incurred.

C. Employees shall travel to and from work on their own time and by means of their own transportation. The Employer shall not require, an employee covered by the terms of this Agreement directly or indirectly, to furnish a pickup or other conveyance to transport the Employer's tools, materials or equipment of any kind.

D. There shall be a separate classification for certified welders who are performing work which requires a certified welder. The rate of pay under the paragraph shall be \$1.00 per hour above the journeyman rate.

E. When requested by the Employer, welders in the Union's jurisdiction previously certified by the Employer will be sent to the job of the Employer requiring certified welders. Premium pay will not be paid for welding of light gauge metal framing or backing. Welders passing a test will be furnished a copy of test papers or letter of certification from the Employer or party requiring a test.

F. Foreman means a working employee appointed by the Employer giving orders to other employees. A foreman will receive \$3.00 per hour over the highest paid journeyman contained in this Agreement under his direct supervision and on the Employer's payroll. A foreman can supervise a crew on one jobsite only. The foreman rate shall not be affected by premium pay unless the foreman is actually engaged in performing work requiring a premium rate.

G. Tools:

1. The Employer agrees to furnish a substantial and weatherproof tool shed or box, equipped with lock, for the protection of carpenters tools, separate from storage of the Employer's tools and equipment.

If all or part of the carpenters tools are lost by reasons of the failure of the Employer to provide such a secure place, or by fire or flood, the Employer shall reimburse the employee a maximum of \$500.00 per individual, for the tools not recovered by insurance. Such reimbursement shall be made within three (3) working days of the loss.

In order to obtain the benefit of this paragraph, the employee must provide the Employer with an inventory of his tools at the time he commences work and an additional inventory every thirty (30) days. This paragraph shall not apply where the work performed by the carpenters requires only hammer, overalls or nail apron. This paragraph shall not apply to casual disappearance of tools.

2. Carpenters will be required to have their tools sharp and in working condition at the beginning of employment. Thereafter, the tools shall be sharpened at the expense of, or on the Employer's time. If the Employer elects to have carpenters saws and/or tools sharpened off the jobsite, he shall be responsible for the safe return of the tool or tools to the employee during working hours.

H. The parties recognize the applicability of Industrial Welfare Commission Wage Order 16 to work performed under this Agreement. Any alleged violation of Wage Order 16 shall constitute a grievance which shall be recognized under the grievance procedure of this Agreement. The grievance procedure detailed herein shall be the exclusive method for resolving all alleged violations of this Wage Order and the time limitations of the grievance procedure shall apply to the extent permitted by applicable local, state, or federal law. Nothing in this Agreement shall be construed to limit the relief that an arbitrator deems appropriate.

I. Show-up Time

1. A workman will be paid two (2) hours show-up time when he has been dispatched in accordance with this Agreement and has reported for work at a starting time established by the Employer and when no work is provided.
2. A workman will NOT be paid show-up time when:
 - a. The Employer has notified the Union, in writing, NOT to refer said workman for re-employment.
 - b. He fails to report by the starting time established by the Employer and specified at time of ordering the workman. The Employer may waive his paragraph by hiring the workman, regardless of time of report.
 - c. He reports for work in unfit condition or without proper tools, referral, or credentials.
 - d. He is unable or refuses to perform the specified work for which he was requested, in which case the Employer or his representatives shall immediately notify the Union. If the employee is unable to perform the specified work for which he was requested, he shall be paid only for actual time worked.
 - e. He has been notified before the end of the last preceding shift not to report.
3. EXCEPTIONS to (1) and (2) above: In the event of inclement weather, major breakdown or suspension of the project or portion thereof which is beyond the Employer's control, the Employer will make a reasonable effort to notify employees not to report, and no show-up time will be paid. Each Employer shall establish a policy concerning employees reporting for work during inclement weather. Such policy shall be communicated in writing to the Union. The Employer's policy may be varied on a project basis by written notice to the Union. When employees report and are put to work, and work is discontinued because of inclement weather, major breakdown, or suspension of the project which is beyond the Employer's control, they shall receive pay for the actual hours worked.

4. An employee discharged for incompetence shall receive pay for the actual hours worked.
5. Notwithstanding provisions contained elsewhere in this Agreement and except as provided in (3) and (4) above, any employee who reports for work, and for whom work is provided, shall receive not less than four (4) hours pay, and if more than four (4) hours are worked in any one (1) day he shall receive six (6) hours pay and if more than (6) hours are worked in any one day he shall receive eight (8) hours pay.
6. On overtime days, whenever employees work more than four (4) hours they shall be paid only for actual hours worked at the overtime rate.

J. Contributions on Corporate officers and Superintendents may be reported at a uniform rate of 173 hours per month to the Southwest Carpenters Health & Welfare Trust and the Southwest Carpenters Pension Trust Fund at the sums established under this Agreement pursuant to the rules for this program established by the Trusts. All persons receiving benefits under this provision shall be covered by the provisions of the Union Security Clause.

SECTION 26 **SUBCONTRACTING**

A. The Employer may subcontract any and all jobsite work, without regard to the signatory status of the subcontractor, except for covered work that meets one or more of the following criteria:

1. Concrete work, drywall, lathing, acoustical, doors and hardware work.
2. If an Employer is a trade contractor (and not a general contractor), any other covered work that the Employer traditionally self performs. Traditionally self performs means work the Employer has performed with its own forces on 50% or more of its projects in San Diego County during the three years prior to the date the Employer becomes bound to this Agreement.

B. In situations in which the owner, developer, or person with whom the individual Employer is contracting has required in writing or in the contract documents that competitive bids be submitted on some or all of the scope of work identified in paragraphs A-1 or A-2 above, relief may be requested through the Work Preservation Committee.

SECTION 27 **JOB TARGETING PROGRAM**

The Union recognizes that in the San Diego construction market place there exists a strong non-Union element, and agrees to meet this threat through the use of "special agreements" and/or "job agreements", negotiated by mutual consent by the parties hereto.

SECTION 28
HEALTH AND WELFARE

A. The Employer shall contribute the sum of \$6.85 per hour to the Southwest Carpenters Health and Welfare Trust for hours worked beginning July 1, 2016. Contribution rates shall remain at the level established for the majority of other signatory contractors in the 12 Southern California Counties, provided that any increase in total contributions shall be taken out of wages. The Union may elect not to implement contribution increases.

B. The Employer adopts and agrees to become bound to the trust agreement establishing the Southwest Carpenters Health and Welfare Trust and any amendments or modifications thereto. The Employer designates and agrees to the appointment of the from time-to-time Employer trustees to the Health and Welfare Fund and designates the Employer as defined in the Trust Agreement as its attorneys in fact for the selection, removal and substitution of Trustees.

SECTION 29
WAGES

A. Journeyman Carpenters who are on the active payroll of the Employer on or after as of July 1, 2016 shall be paid \$35.10 per hour. There is also established a classification of scaffold carpenter who may perform any work in connection with the erection and dismantling of scaffold and whose hourly wage rate shall be \$29.00.

B. Pay rates of apprentices shall be those specified in accordance with the apprenticeship program specifications.

C. The following wage increases shall be applied to the Journeyman rate:

7/1/2017	\$2.00
7/1/2018	\$2.20
7/1/2019	\$2.30

All increases to be allocated by the Union.

SECTION 30
WAGES - RESIDENTIAL, LIGHT COMMERCIAL AND
TENANT IMPROVEMENT

Wage rates on residential, light commercial, and interior tenant improvement projects shall be based upon 80% of the rates specified in Section 29. This work shall include work meeting any of the following criteria: (1) a residential wood frame project of any size; (2) any wood frame project of five stories or less. This reduced wage rate shall not apply to public buildings. In addition, it shall not apply to institutional type buildings such as schools, hospitals, libraries, museums, or post offices or other similar structures.

SECTION 31
APPRENTICESHIP TRAINING AND RATIO

A. The Employer shall participate in the apprenticeship program jointly administered with the Southwest Carpenters Training Fund, and the cost of participation shall be \$0.57 per hour. The \$0.57 per hour contribution shall be transmitted to the Southwest Carpenters Training Fund. Continued submission of such contributions shall be dependent upon the active existence of an apprenticeship training program for San Diego County workers, and continued certification and approval by the State of California. Contribution rates shall remain at the level established for the majority of other signatory contractors in the 12 Southern California Counties, provided that any increase in total contributions shall be taken out of wages. The Union may elect not to implement contribution increases.

B. The ratio of apprentices to journeyman shall be up to a maximum of one apprentice to three journeyman as measured throughout the Employer's total work force. The journeyman to apprentice ratio may be amended for specific jobs through mutual agreement.

C. The Employer adopts and agrees to become bound to the trust agreement establishing the Southwest Carpenters Training Fund. The Employer designates and agrees to the appointment of the from time-to-time Employer trustees to the Training Fund.

SECTION 32
PUBLIC WORKS PROJECTS COVERED BY THE DAVIS-BACON ACT
AND RELATED STATUTES OR THE CALIFORNIA
LABOR CODE, SECTION 1720 ET SEQ.

A. In the event that the Employer bids and contracts for a public job or project by a federal, state, county, city or other public entity which is to be performed at a predetermined and/or prevailing wage rate established by the California Department of Industrial Relations or the Secretary of the United States Department of Labor, the predetermined or prevailing wage rate established for the project shall be adopted as the wage required to be paid under this Agreement for that project only .

B. If there is an increase in fringe benefit contribution rates during the life of public works project the fringe benefit increase will be applicable to the project.

SECTION 33
PENSION

A. Commencing with hours worked on July 1, 2016, the Employer will contribute the sum of \$4.66 per hour for all hours worked or paid for to the Southwest Carpenters Pension Trust. Contribution rates shall remain at the level established for the majority of other signatory contractors in the 12 Southern California Counties, provided that any increase in total contributions shall be taken out of wages. The Union may elect not to implement contribution increases.

B. The Employer adopts and agrees to become bound to the trust agreement establishing the Southwest Carpenters Pension Trust. The Employer designates and agrees to the appointment to the from time-to-time Employer trustees to the pension trust.

C. The parties agree to develop language to establish a 401 (k) program to be funded by voluntary, pre-tax employee contributions. The only obligation of the Employer under such a program will be to make the designated deduction on a weekly basis and to promptly forward such funds as appropriate. The parties agree that no such plan shall be mandated unless and until the parties agree to accept the language of such plan.

SECTION 34
CREW COMPOSITION AND SIZE

Crew composition and size shall be designated at the discretion of the employer.

SECTION 35
VACATION/SUPPLEMENTAL DUES

A. Beginning with the hours worked on July 1, 2016, the Employer will make a contribution of \$4.95 per hour for each hour worked or paid for to the Southwest Carpenters Vacation Trust. If the Union membership approves of an increase in that contribution rate, it shall be deducted from wages. Contribution rates shall remain at the level established for the majority of other signatory contractors in the 12 Southern California Counties, provided that any increase shall be taken out of wages. The Union may elect not to implement contribution increases.

B. The Employer adopts and agrees to become bound to the Trust Agreement establishing the Vacation Trust. The Employer designates and agrees to the appointment of the from time-to-time Employer trustees to the trust.

C. The contribution so made shall be deemed to be, and shall be treated as, subject to withholding tax and social security and unemployment taxes, a part of the total compensation payable at the end of the Employer's payroll period during which such work is performed or paid for, but the full per hour payments shall be transmitted to the plan. Such payments shall not be a part of the hourly wage rates contained in this Agreement for

the purpose of computing overtime or reporting time for any other purpose of this Agreement or part of the regular rate or basic hourly rate for the purpose of the Federal Fair Labor Standards Act or the Walsh-Healy Act or any other law, ordinance or regulation, except that if, consistent with the foregoing, such payments can be considered and treated as part of the wage prevailing in the area for the purpose of the Federal Davis-Bacon Act and similar federal, state or local laws, ordinances or regulations, they shall be so considered and treated.

D. Effective July 1, 2016, \$1.53 (or such other amount as authorized by the Union's By Laws) of the vacation contribution shall be treated as supplemental dues, if the employee executes a valid, voluntary authorization. The remaining contribution shall be vacation pay which shall be held and distributed to employees pursuant to rules established by the Vacation Trustees and administrators.

F. The parties hereto agree to the fullest extent permitted, the Master Agreement shall operate to waive any and all provisions of the Healthy Workplace Family Act of 2014, effective January 1, 2015, and shall supersede and be considered to have fulfilled all requirements of said Act as presently written and/or amended during the life of this Master Agreement.

SECTION 36
PRE-APPRENTICE CLASSIFICATION

- A.
1. The classification of "Pre-Apprentice" is established.
 2. The Employer may recruit an individual as a pre-apprentice from the existing pool established by the Union.
 3. The Employer may employ one (1) pre-apprentice for every three (3) apprentices.
 4. A pre-apprentice will tender the sum of \$50.00 to the Union as an application fee. A pre-apprentice may work a period of three (3) months or 500 hours. At the end of this period, he will either become an indentured apprentice or be terminated by the Employer.
 5. The pay rate for a pre-apprentice shall be \$10.50 per hour plus supplemental dues. This vacation/supplemental dues contribution shall be increased to correspond to the supplemental dues obligation of other carpenters under this Agreement. The parties will review this wage rate on an annual basis.
 6. The pre-apprentices will be properly dispatched to the Employer per Section 15 of this Agreement.
- B. Pay rates shall be those specified in the attached table. Any change in fringe benefit contribution rates will result in an adjustment to the wage rate, so that the wage/fringe cost package shall remain the same throughout the life of the Agreement.

SECTION 37
JOB REGISTRATION

Each Contractor shall notify the Union in writing of the location of each job on which the Contractor will be performing work covered by this Agreement, as well as known subcontractors at the time of notification. Such notice shall be given in a reasonable time frame.

SECTION 38
INDUSTRY ADVANCEMENT

The parties agree that an industry advancement fund may be established if the Association decides to implement such a fund.

SECTION 39
GENERAL SAVINGS 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 of this Agreement. The parties 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, they will promptly enter into lawful negotiations concerning the substance

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thereof. If any part or parts are held or determined to be void or illegal, the remainder of this Agreement shall remain in full force and effect, unless the parts so found to be void render the balance of this Agreement inoperable.

Signed this ____ day of _____, 2016.

ASSOCIATED GENERAL CONTRACTORS OF AMERICA, SAN DIEGO CHAPTER

BY: James Ryan

TITLE: JAMES RYAN Labor Relations AGCSO
(Print name and title of person signing this Agreement)

SOUTHWEST REGIONAL COUNCIL OF CARPENTERS

BY: [Signature]

TITLE: James Fagan Contract Administrator
(Print name and title of person signing this Agreement)

Agreement(SanDiego)AGCBLDG-16
10/05/16

**SAN DIEGO COUNTY
WAGE AND FRINGE BENEFIT RATES EFFECTIVE JULY 1, 2016
CARPENTERS MASTER BUILDING LABOR AGREEMENT**

Pension	\$4.66
Health and Welfare	6.85
Vacation/Supplemental Dues	4.95
Apprenticeship	.57
Cooperation Committee	.05

CARPENTERS APPRENTICE (Commercial Building)

PERIOD	HOURS	PERCENTAGE	WAGES	BENEFIT CODE
1st Period	600	45%	15.80	(1)
2nd Period	600	50%	17.55	(1)
3rd Period	600	60%	21.06	(2)
4th Period	600	65%	22.82	(3)
5th Period	600	70%	24.57	(3)
6th Period	600	75%	26.33	(3)
7th Period	600	80%	28.08	(3)
8th Period	600	90%	31.59	(3)
Journeyman		100%	35.10	(3)

RESIDENTIAL/LIGHT COMMERCIAL APPRENTICE CARPENTERS

PERIOD	HOURS	PERCENTAGE	WAGE	BENEFIT CODE
1st Period	600	45%	12.64	(1)
2nd Period	600	50%	14.04	(1)
3rd Period	600	60%	16.85	(2)
4th Period	600	65%	18.25	(3)
5th Period	600	70%	19.66	(3)
6th Period	600	75%	21.06	(3)
7th Period	600	80%	22.46	(3)
8th Period	600	90%	25.27	(3)
Journeyman		100%	28.08	(3)

Foreman Foreman shall be paid not less than \$3.00 per hour more than the hourly rate of the highest carpenter classification over which he has responsibility.

Pre-Apprentice receive \$10.50 per hour plus \$1.53 Vacation/Supplemental Dues.

CONTRIBUTIONS SCHEDULE:

Code (1) Health and Welfare; Vacation/Supp Dues (\$3.95); Apprenticeship.

Code (2) Health and Welfare; Vacation/Supp Dues (\$3.95); Apprenticeship.

Code (3) Pension; Health and Welfare; Vacation/Supplemental Dues (\$4.95); Apprenticeship.

Negotiated Increase:

DRUG AND ALCOHOL ABUSE PREVENTION AND DETECTION

The parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the work place and to maintain a drug free work environment, individual employers may require applicants or employees to undergo drug and alcohol screening. The parties agree that if a screening program is implemented by an individual Employer, the following items have been agreed upon by Labor and Management:

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances is absolutely prohibited while employees are on the Employer's job premises, in the Employer's vehicles, or while working on any site in connection with work performed under the applicable agreement. In addition, alcohol will not be allowed in the Employer's vehicles.
2. Employers may use an on-site Oral Fluid or Urine Test solely as a type of screen for new hires and for probable cause, post accident, follow-up, compliance or conformity testing procedure on current employees. The results of on-site Oral Fluid or Urine testing may not be used as a sole means to establish grounds for denial of employment or as cause for termination.
 - The individual dispatched and being screened shall complete an on-site Oral or Urine screening consent form prior to the screening.
 - The individual providing specimens for testing shall use standard universal precautions to prevent the spread of infectious disease. As a minimum, protection shall be the use of disposable latex gloves.
 - On-site Oral or Urine testing procedures shall be conducted in a manner consistent with the product manufacturers' instructions. Test procedures shall be performed only by the person being tested in accordance with the product manufacturer's specifications.
 - A member of management and a designated union representative can witness the on-site Oral or Urine Fluid screening.
 - When a dispatched individual successfully achieves a negative test result, from a substance testing perspective, this individual shall be considered eligible for employment.
 - When a dispatched individual receives an inconclusive test or positive result,

the actual test plate, or photographic record of the inconclusive or positive test result, shall be retained by the individual employer for a minimum of sixty (60) days. These records shall be placed in a sealed envelope, signed by the tested individual, and shall be stored in a secure location separate from the individual's personnel record.

- In the event of a non-negative test result, the individual shall be immediately referred to the nearest clinic for a standard drug or alcohol test as prescribed below. The results of the standard drug or alcohol test shall determine whether the designated employee is hired or retained by the employer.
3. All applicants or newly hired employees are subject to drug and alcohol screening at a facility certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) in accordance with the terms of this Memorandum. The Employer agrees to pay each applicant or employee who takes and passes the drug and alcohol test for all the time it takes to undergo the drug and alcohol screening up to a maximum of two hours travel time plus lab time.
 4. Applicants not passing the drug and alcohol screen will not be placed on the Employer's payroll or receive any compensation. Employees not passing the drug and/or alcohol screen will be removed from the Employer's payroll. The Employer agrees to pay the cost for administering the drug and alcohol screen.
 5. The Employer may require that an employee be tested for drugs and alcohol where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Observation must be made by at least two (2) persons, one of whom may be a Union employee. This provision shall be applied in a non-discriminatory manner and shall utilize the reasonable suspicion checklist and reporting form attached hereto as Attachment 1, or a comparable checklist. Supervisors will administer the program in a fair and confidential manner. For employees who refuse to take a test where the prerequisites set forth in this paragraph have been met, there will be a rebuttable presumption that the test result would have been positive for an unlawful substance.
 6. An Employer may require that an employee who contributed to an accident be tested for drugs and/or alcohol where the Employer has reasonable cause to believe that the accident resulted from drug and/or alcohol usage.

7. There will be no random drug and/or alcohol testing, including on-site Oral Fluid or Urine Testing, by the signatory Employer.
8. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for removal.
9. Drug screening shall be performed at a SAMHSA certified lab. A sufficient amount of a urine sample shall be taken to allow for an initial drug test and a drug confirmation test. The initial test will be by Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test a confirmation test must be utilized before action can be taken against the employee or applicant. The confirmation test will be by Gas Chromatography - Mass Spectrometry (GC/MS). The cutoff levels for both the initial test and confirmation test will be those established by the Substance Abuse and Mental Health Services Administration, as indicated in Attachment 2. Any diluted or delayed test shall be a presumed positive result, unless reviewed and overturned by the Medical Review Officer. Confirmed positive samples will be retained by the testing laboratory in secured long term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.
10. Alcohol testing shall be performed at a SAMHSA certified lab using only approved evidential breath testing devices, or saliva alcohol screening devices listed on the National Highway Traffic Safety Administration's (NHTSA) Conforming Products List. All equipment shall have a quality assurance plan approved by the NHTSA and shall not be used in the event that the device does not meet specified quality controls.
11. Present employees, if tested positive for drugs or alcohol, shall have the prerogative for a rehabilitation program at the employee's expense. When such program has been successfully completed, the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he or she shall be reinstated.
12. Any dispute which arises under this drug and alcohol policy shall be submitted to the grievance and arbitration procedure set forth in the applicable Agreement.
13. If, as a condition of contract award or due to Federal, State, or Governmental Agency requirements, including but not limited to Federal D.O.T. commercial

driver drug & alcohol testing requirements, an individual Employer is required to abide by or implement more stringent requirements than set forth in this Appendix, the individual Employer will notify the Union in writing of those requirements.

14. The establishment or operation of this policy shall not curtail any right of an employee found in any law, rule, or regulation. Should any part of this policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the policy shall be unaffected and the parties shall enter negotiations to replace the affected provision.
15. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits or liabilities that may arise solely out of the Employer's application of this drug and alcohol abuse prevention and detection screening program.
16. This policy will become effective July 1, 2012.

Attachment 1

Reasonable Suspicion Checklist and Reporting Form

Date of Report _____

Date/Time period covered by
Observation: _____

Employee Name: _____ Job Title: _____

Supervisor(s): _____

Corroborating
Witness: _____

Physical Symptoms: (Provide explanation where appropriate)

- Flushed or Pale Face
- Dilated Pupils
- Constricted Pupils
- Glassy Eyes
- Bloodshot or Red Eyes
- Sniffles /Runny Nose
- Swaying, Wobbling, Staggering or Falling
- Dizziness
- Excessive Sweating in cool areas
- Smell of Liquor
- Chemical Order on Breath
- Burnt Rope smell on body
- Drowsiness
- Incoherent, Confused or Slurred Speach
- Apparent Insensitivity to Pain
- Reduced Reaction Time
- Poor Coodination
- Increased or Depressed Breathing
- Tremors
-

Other _____

Behavioral:

(Provide explanation where appropriate)

- Antagonistic
- Restless
- Overreacts to Minor things
- Unusually Talkative /Rapid Speech
- Excessive Laughter or Hilarity
- Baseless Panic
- Withdrawn
- Rapid Mood Swings
- Irritable
- Combative
- Depressed
- Paranoid
- Other _____

Work Symptoms:

- Doesn't Follow Task Instructions
- Shows Disregard for Safety of Self & Others
- Exhibits Excessive Carelessness
- Appears Unable to Concentrate Fully
- Excessive Mistakes
- Unexplained Decline in Productivity
- Dangerous Behavior/ Needless Risk Taking
- Unable to Order Tasks
- Excessive Focus on Minute Details
- Unexplained and Frequent Absences from Work
- Forgetfulness
- Other _____

Long Term Symptoms:

- Complaints From Coworkers
- Excessive Work Absences
- Leaves Job Early for Variety of Reasons
- Arrives Late with a Variety of Excuses
- Generally Poor & Deteriorating Physical Condition
- Excessive Weight Loss
- Accident Prone
- Other _____

General Comments or Notes:

By: _____

Signature

Title: _____

—

<p style="text-align: center;">Action</p> <p><input type="checkbox"/> Counseled No Further Action</p> <p><input type="checkbox"/> Referred to Drug Test</p> <p><input type="checkbox"/> Referred to Assistance Program</p>

Attachment 2

Testing Levels

Drug Group	Initial Test ng/ml	ion Test ng/ml
<i>Cannabinoids* (THC)</i>	50	15
<i>Cocaine Benzoyllecgonine*</i>	150	100
<i>Amphetamines* MDMA, MDA, MDEA Ecstasy</i>	500 500	250 250
<i>Opiates* Propoxyphene 6-Acetylmorphine Methadone</i>	300** 300 10 300	300** 300 10 300
<i>Phencyclidine* PCP</i>	25	25
<i>Benzodiazepine</i>	300	300
<i>Barbiturates</i>	300	300
<i>Alcohol</i>	>0.04% BAC***	>0.04% BAC***

* Cut off values shall meet or exceed those established by SAMHSA's Mandatory Guidelines for Federal Workplace Drug Testing Programs.

** Includes extended Opiates-Oxycodone, Hydrocodone and Hydromorphone

*** As per DOT