LETTER OF UNDERSTANDING

NON-MANDATORY TRAINING HOURS

Notwithstanding references in the Master Agreement regarding the payment of various fringe benefits for “hours worked (or paid for)”, it is hereby agreed by United Contractors (UCON) and the Southwest Regional Council of Carpenters (Union) that fringe benefits shall not be owed for:

- Non-mandatory training time to a maximum of 48 hours - Hours that employees spend participating in voluntary professional development or trainings, excluding covered work, offered by the Individual Employer shall be compensated at the regular wages employees would receive had they been performing covered work. However, the hours shall not be considered “hours worked (or paid for)” for any fringes referenced under Attachment 1 of the Master Agreement, and the Individual Employer shall not owe fringe contributions on any fringes referenced under Attachment 1 of the Master Agreement for such compensation. Hours of compensation under this Section shall not exceed 48 hours in one calendar year for any one employee by an Individual Employer.

- The following types of training shall be permissible during this training time:
  1. Training offered and administered by the Southwest Training Fund or the Carpenters International Training Fund;
  2. Human Resources training, e.g. diversity & culture training, sexual harassment training, leadership development training, etc.;
  3. Training on the use of specific computer programs or applications;

- Neither the Union, nor their associated Training Fund, shall be required to recognize any training that is not administered by either the Southwest Training Fund or the Carpenters International Training Fund.

- This Letter of Understanding shall automatically terminate on January 1, 2021 unless the parties extend it by mutual written agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and seals by their respective officers duly authorized to do so this 10th day of April, 2020.

ASSOCIATION:  
UNION:

UNITED CONTRACTORS  
SOUTHWEST REGIONAL COUNCIL OF CARPENTERS

Victor Sella, Director of Labor Relations  
Stephen Araiza, Director of Contract Administration

Victor Sella  
Print Name

Stephen Araiza  
Print Name
LETTER OF UNDERSTANDING

PAYMENTS TO EMPLOYEES

THIS AGREEMENT is made and entered into this 10th day of April, 2020, by and between United Contractors, (“Association”) and Southwest Regional Council of Carpenters (“Union”), collectively known as “the Parties”.

1. It shall continue to be the understanding of the Parties that in the event that an Individual Employer issues any form of required leave payment to a current or former employee per a government ordinance or mandate, e.g. Emergency Paid Sick Leave Act, Emergency Family & Medical Leave Expansion Act, etc., such payments shall not constitute "hours worked (or paid for)” as referenced in Attachment 1 of the Master Agreement or any other section or Attachment thereof. Fringe benefit contributions under Attachment 1 of the Master Agreement are not required for periods of such leave, unless such contributions are otherwise required under the government ordinance, mandate, or under established law. Where maintenance of benefits is required by law the Employer shall contribute contributions in the amount necessary to ensure that an employee that is granted leave maintains eligibility or coverage during their period of leave according to the procedures established by the applicable Carpenters’ Trust.

2. Furthermore, in recognition of the current COVID-19 emergency in our industry, effective March 16, 2020, for workers who are unable to work for COVID-19 related reasons (e.g., job shut downs, sickness, self-quarantine, etc.) other than the types of leave referenced in Section 1 of this agreement, Individual Employers may voluntarily compensate workers with wages only. No fringe benefit payments (referenced under Attachment 1 of the Master Agreement) shall apply in such cases, provided the worker is not performing covered or non-covered work.

3. This Letter of Understanding shall automatically terminate on January 1, 2021 unless the parties extend it by mutual written agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and seals by their respective officers duly authorized to do so this 10th day of April, 2020.

ASSOCIATION:  
UNITED CONTRACTORS

UNION:  
SOUTHWEST REGIONAL COUNCIL OF CARPENTERS

Victor Sella, Director of Labor Relations

Stephen Araiza, Director of Contract Administration

Print Name

Print Name