

**CARPENTERS 46
NORTHERN CALIFORNIA
COUNTIES CONFERENCE
BOARD**

Memo

To: All Employer Associations/Individual Signatory Employers

From: Jay Bradshaw 
Executive Director, Carpenters 46 Northern California Counties Conference Board

Date: April 7, 2020

RE: Families First Coronavirus Response Act

All signatory employers (Employer) shall comply with the Families First Coronavirus Response Act (FFCRA), including the Emergency Paid Sick Leave Act (EPSLA) and the Expanded Family Medical Leave Act (EFMLA) as well as payment of Health and Welfare benefits required by the FFCRA.

The following will apply for compensation paid to Carpenters Union members (Union employees) pursuant to the EPSLA and the EFMLA of the Families First Coronavirus Response Act (FFCRA) who are employed by an Employer signatory to a Collective Bargaining Agreement (CBA) with the Carpenters 46 Northern California Counties Conference Board, on behalf of itself and the Northern California Carpenters Regional Council and its affiliated Local Unions within the geographic jurisdiction of the Northern California Carpenters Regional Council:

- For the purposes of calculating payments to and on behalf of Union employees under the EPSLA and the EFMLA, the wage rate shall be the applicable hourly wage rate, plus Vacation and Work Fee amounts if included in the CBA, that are subject to normal payroll tax deductions. This will establish the Union employee's gross hourly rate. Please note that if Vacation and/or Work Fee are included to establish the gross hourly rate, those are to be paid directly to the Union employee and not deducted as a Trust Fund contribution.
- All payments of wages required by the EPSLA and EFMLA, net of payroll deductions, will be paid to the Union employee on a payroll check.
- The Employer will notate on the Union employee's check stub and in the Employer's payroll system that these wages are being paid in compliance with the EPSLA or the EFMLA.
- Payments made to Union employees for sick leave provided under the EPSLA and the EFMLA shall not be considered hours paid for or worked relating to fringe benefit contributions under the applicable CBA. As such, the Employer shall not be required to remit fringe benefit contributions to the Carpenter Funds Administrative Office of Northern California, Inc. (CFAO), other than Health and Welfare contributions as required by the FFCRA.

- For contributions remitted to the Carpenters Health and Welfare Trust Fund for California (CHWTF) pursuant to the requirements of the Family and Medical Leave Act (FMLA) including EFMLA, consistent with the September 1993 Memorandum from the CHWTF Board of Trustees regarding the FMLA, the CHWTF will accept contributions on behalf of Union employees who qualify for family or medical leave, including paid family or medical leave, on the basis of 7 hours for each day of leave the employer approves at the current hourly bargained Health and Welfare contribution rate (i.e., a maximum of 35 hours per week). A maximum of 420 hours per Union employee will be accepted by the CHWTF through December 31, 2020 for contributions related to paid family and medical leave under the EFMLA. (For any questions regarding Carpenter Trust Fund reporting contact the CFAO at employerservices@carpenterfunds.com or call toll-free (888) 547-2054)
- For contributions to the CHWTF made pursuant to the requirements of the EPSLA, the Employer shall remit contributions on the basis of 8 hours for each day of paid sick leave taken by a Union employee. A maximum of 80 hours per Union employee will be accepted by the CHWTF through December 31, 2020 for contributions related to paid sick leave under the EPSLA.

The above temporary modifications to the applicable CBA terms only apply to the payment of gross wages and Health and Welfare Trust Fund contributions to Union employees made pursuant to the FFCRA and shall not otherwise be considered a change, modification, amendment or supplement to any Collective Bargaining Agreement between the Union and any signatory Employer. Nothing in this Memo is intended to change the substance, rights or obligations of the Employer or Union employee under the FFCRA.

The provisions set forth in this memo shall expire on December 31, 2020, in conjunction with the expiration of the FFCRA. The Employer remains solely responsible for compliance with all applicable State and Federal laws. All other terms and conditions of the applicable CBA remain in full force and effect.

If you have any questions, please contact the Carpenters 46 Northern California Counties Conference Board at (510) 430-9706.