

Basic Crafts Workers' Compensation Benefits Trust Fund

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ACKNOWLEDGMENT

Re: Workers' Compensation Coverage

By my signature below, I certify that I have received, from the employer identified below, the Employee Packet regarding workers' compensation. The Employee Packet I received contains the following:

1. Introductory letter;
2. Basic Crafts Workers' Compensation Benefits Trust Fund Addendum;
3. Medical Providers Exclusive List;
4. Overview of the Basic Crafts Workers' Compensation Benefits Trust Fund Addendum;
5. Overview of the Alternative Dispute Prevention and Resolution System;
6. Overview of the Exclusive Lists of Medical Providers; and
7. Overview of the Ombudsman's Role.

I also understand that I am to review and retain these materials so that I have them available in case I suffer an injury as a result of working for this employer.

Signature _____ Date _____

Print Name _____ SSN _____

TO BE COMPLETED BY EMPLOYER BEFORE EMPLOYEE SIGNS

Employer's Name: _____

Employer's Address: _____

WORKERS' COMPENSATION ADDENDUM
(July 2005 Revision)

to

THE CURRENT COLLECTIVE BARGAINING AGREEMENT

between

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.,
ENGINEERING AND UTILITY CONTRACTORS ASSOCIATION,
CONSTRUCTION EMPLOYERS' ASSOCIATION AND
ASSOCIATION OF ENGINEERING CONSTRUCTION EMPLOYERS

and

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS,
THE NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL AND
OPERATING ENGINEERS LOCAL UNION NO. 3

and

THE SIGNATORY INDIVIDUAL EMPLOYER

This Workers' Compensation Addendum ("Addendum") is entered into by and between Associated General Contractors of California, Inc. ("AGC"), the Engineering and Utility Contractors Association ("EUCA"), the Construction Employers Association ("CEA"), the Association of Engineering Construction Employers ("AECE") referred to individually and collectively as the "EMPLOYER," and those Individual Employers who have granted bargaining authority to the Employer with regard to one or more collective bargaining agreements with the Union and who voluntarily agree to participate in the Workers' Compensation program contained herein (referred to individually and collectively as the "Individual Employer" and the Northern California District Council of Laborers, the Northern California Carpenters Regional Council and the Operating Engineers Local Union No. 3 referred to individually and collectively as the "UNION."

This Addendum is intended as an addendum to the current Collective Bargaining Agreements ("CBA") between the Employer and the Union.

ARTICLE I: PURPOSE

The purposes of this Addendum are the following: (1) to provide employees claiming compensable injuries under Division 4 of the California Labor Code ("Workers' Compensation Law") with improved access to high-quality medical treatment and prompt compensation, (2) to reduce the number and severity of disputes between employees and employers regarding workers' compensation, (3) to provide a better method to resolve such disputes when they occur, (4) to provide workers' compensation coverage in a way that improves labor management relationships, job security and organizational effectiveness, (5) to provide the foregoing on a stable and long-term basis, and (6) to provide an opportunity for those Individual Employers who have granted bargaining authority to the Employer with regard to one or more collective bargaining agreements with the Union to voluntarily participate in the Workers' Compensation program set forth herein.

These purposes will be achieved by utilizing provisions of California Labor Code § 3201.5, § 3201.7 and other relevant laws to establish the following: a labor-management trust, an employer safety group for insurance, an exclusive list of medical providers, an alternative dispute prevention and resolution system, and exclusive lists of medical evaluators and vocational rehabilitation and retraining programs.

The Employer and Union recognize the interdependent nature of each purpose and each means to achieve those purposes.

ARTICLE II: PLEDGE OF ACCORD

The Union and Employer enter into this Addendum with the understanding that the law authorizing this Addendum is new and evolving, and that problems may therefore arise in applying and administering this Addendum. Nevertheless, it is understood that long term benefits can be attained by Employees, the Union and Individual Employers by everyone's good faith performance of this Addendum. Therefore, it is agreed that every good faith effort shall be made to apply and administer this Addendum in accordance with the true intent of its purposes, rights and obligations.

ARTICLE III: SCOPE OF THE ADDENDUM

A. It is recognized that California law restricts which Individual Employers can become covered and remain covered by this Addendum. The terms of this Addendum will apply to the Employees, Union and Individual Employer, if:

1. The Individual Employer voluntarily becomes signatory to this Addendum and agrees to make contributions to the Trust as herein provided
2. The Individual Employer satisfies all requirements of California Labor Code §3201.5 or §3201.7 to be eligible for coverage by this Addendum;
3. The Individual Employer secures and maintains workers' compensation coverage with the insurance carrier affiliated with the Basic Crafts Workers Compensation Benefits Trust Fund and complies with the requirements of California Labor Code §3201.5 or §3201.7 regarding insurance coverage; and
4. The Individual Employer is not delinquent in making Trust contributions required by this Addendum for more than any four months.

B. The Individual Employer's failure to satisfy any of the conditions in Paragraph A will terminate this Addendum, but not the CBA. Such termination will not prohibit the Individual Employer from again becoming signatory to this Addendum. An Individual Employer who is delinquent in making Trust Funds contributions shall be given written notice of the delinquency from the Trust Fund and a seven day period to cure the delinquency. If the Employer fails to cure the delinquency, the Employers coverage and obligation under the Addendum will not terminate. Rather the Employer will be liable for the delinquent amounts as well as interest and all collection cost. If said delinquency is not remedied by the Employer's anniversary date, the Employer will not be allowed to renew its policy under the Addendum.

C. This Addendum applies only to injuries, as defined by Workers' Compensation Law, sustained by Employees when covered by this Addendum. Injuries

occurring after termination of this Addendum, or prior to the date that the Individual Employer becomes signatory to this Addendum for any reason, are not covered by this Addendum.

D. This Addendum is not intended to diminish any type of compensation that Employees are entitled under Workers' Compensation Law, to the full extent that compensation has been defined by Workers' Compensation Law.

E. This Addendum is binding upon the heirs, executors, administrators, purchasers and assigns of the Individual Employer, subject to the provisions of this Addendum, and is binding upon the Individual Employer regardless of a change of entity, name, or association.

F. The Individual Employer may delegate to its workers' compensation insurance carrier the performance of its obligations under this Addendum, but it cannot relieve itself of the legal responsibility for those obligations.

G. On projects where the owner, developer or general contractor supplies project wrap-up insurance that includes workers' compensation coverage, the Individual Employer may suspend this Addendum for work on that specific project.

H. This Addendum must remain in effect for the term of the CBA presently in effect, except as provided by this Addendum. At any time, the Union or the Employer may terminate this Addendum by giving the other party and the Trust one hundred and eighty (**180**) days written notice, and the Individual Employer may terminate this Addendum by giving the applicable Union(s) to which it has a CBA and the Trust ninety (**90**) days written notice.

I. Should the Individual Employer, for any reason, cease to be covered by this Addendum, it shall take all steps necessary to ensure that its obligations under California Workers' Compensation Law are met with respect to all Employees previously covered by this Addendum.

ARTICLE IV: WORKERS' COMPENSATION TRUST

A. This Addendum hereby provides for the establishment, maintenance and administration of a joint labor-management trust known as the BASIC CRAFTS WORKERS COMPENSATION BENEFITS TRUST FUND ("Trust"). The general purpose of the Trust is to hold funds in trust which will be used to achieve the purposes of this Addendum. This includes establishing a Trust Fund, administering the Alternative Dispute Prevention And Resolution System, retaining and directing an Ombudsman, and ensuring that the Basic Crafts Safety Group of Employers for Workers' Compensation Insurance is established in compliance with California Insurance Code §§ 11656.6 and 11656.7 and California Labor Code §§ 3201.5 and 3201.7. The structure, purposes, duties and powers of the Trust shall be specifically set

forth in the Trust Agreement for the Basic Crafts Workers' Compensation Benefits Trust Fund ("Trust Agreement").

B. The Individual Employer hereby adopts and agrees to be bound by the terms of the Trust Agreement, and further agrees to observe and be bound by the actions and determinations of the Board of Trustees ("Trustees") of the Trust.

C. The Individual Employer shall contribute to the Trust the sum of seven cents (\$.07) per hour for each hour worked, or paid for, by Employees performing work covered by this Addendum for the purposes of defraying costs and administering the Trust.

D. The Trustees may, from time to time, waive a portion of the contribution provided in this Addendum, subject to the Trust Agreement. The Trustees may also attempt to recover the cost of the administration of the Trust from the insurance carrier in the form of commission overrides and reimbursement of cost of specific claims-handling processes, such as mediation and arbitration.

E. In case the auditors for the Trustees conduct an audit and determine that the Individual Employer has violated the provisions of this Article, the collection procedures set forth in Article IV, Section 3 of the Trust Agreement shall be implemented.

F. Every Individual Employer who is audited and whom the Trustees conclude that contributions to the Trust have not been computed or made by it in the manner required by this Article will be liable for the expense of the audit in addition to any other liability set forth under this Article or the Trust Agreement.

G. If the Individual Employer is delinquent in making contributions or fails to comply with an audit request within ten days after written notice is sent, via Registered Mail or Certified Mail -- Return Receipt Requested by the Trust, the applicable Union may withhold service from the Individual Employer until such payments are made or compliance with the audit request has occurred.

ARTICLE V: INDIVIDUAL EMPLOYERS' SAFETY GROUP

A. The Individual Employer shall join the Basic Crafts Safety Group of Employers for Workers' Compensation Insurance ("Safety Group"), established pursuant to California Insurance Code §§ 11656.6 and 11656.7 and California Labor Code § 3201.5 and § 3201.7, secure its workers' compensation coverage from the insurance carrier affiliated with the Safety Group to abide by the By Laws of the Safety Group.

B. The Individual Employer may choose to be exempt from this Article if it develops or projects an annual workers' compensation insurance premium in California of \$250,000 or more, or paid an annual workers' compensation insurance

premium in California of \$250,000 in at least one of the previous three years, and if it also satisfies all other requirements for eligibility.

ARTICLE VI: MEDICAL PROVIDERS

A. All medical treatment required to be provided by the Individual Employer under Workers' Compensation Law shall be selected by the Employee from the Exclusive List of Medical Providers.

B. The Trust shall agree to the Exclusive List of Medical Providers under the provisions of the Trust Agreement and promulgate it appropriately. The Exclusive List may be changed at any time by the Trust.

C. The Exclusive List of Medical Providers must include the following specialties: Cardiology, , Dermatology, Ears, Nose, Throat, General Practice, General Surgery, Internal Medicine, Orthopedics, Neurology, Neurosurgery, Obstetrics and Gynecology, Occupational Medicine, Oncology, Ophthalmology, Osteopathic Medicine, Prescription Medicine, Psychiatry, Psychology, Pulmonary/Respiratory, Radiology and Rheumatology. In any event, the Exclusive List must contain sufficient providers to respond to the medical treatment needs of Employees.

D. With the intent of making the Exclusive List of Medical Providers function fairly, efficiently and economically, and in recognition that the Exclusive List necessarily limits Employees:

1. In case of emergency when no authorized provider is available, the Employee may seek medical treatment from another health care professional during the emergency that is reasonable and necessary. The Employee shall transfer the treatment to an authorized provider as soon as reasonably possible, consistent with sound medical practices.

2. If an authorized provider determines that consultation or treatment is necessary from a specialist that is not included on the Exclusive List, the Individual Employer and Employee shall first use all best efforts to agree to such specialist, and failing an agreement, the Individual Employer shall select an appropriate specialist who offers treatment at a practical distance for the Employee.

3. If distance makes it unreasonable for the Employee to receive treatment from an authorized provider, the Individual Employer and Employee shall first use all best efforts to agree to a provider, and failing an agreement, the Individual Employer shall select an appropriate provider who offers treatment at a reasonable distance for the Employee.

4. The Trust has the authority to adopt reasonable rules of practice and procedure regarding use of the Exclusive List of Medical Providers, as long as such rules do not conflict with provisions of this Addendum.

E. The Individual Employer is not liable for the cost of medical treatment furnished by anyone not authorized by this Addendum.

ARTICLE VII: ALTERNATIVE DISPUTE PREVENTION & RESOLUTION SYSTEM

A. GENERAL

1. The Alternative Dispute Prevention And Resolution System ("ADR") replaces all dispute resolution processes provided by Workers' Compensation Law, to the fullest extent permitted, except as provided by this Addendum.

a. Appendix 1 lists all Labor Code sections that involve dispute resolution processes contained in the provisions of Workers' Compensation Law that are not replaced by the ADR. Such operative dispute resolution Labor Code sections are intended to be in effect and to work in conjunction with those dispute resolution processes provided by this Addendum. Labor Code sections involving substantive law, rather than dispute resolution, are not listed, but are recognized as having full force and effect in claims filed within the jurisdiction of the Basic Crafts ADR.

b. From time to time, either as a result of statutory changes made at the state level, or in order to clarify processes and procedures in the Basic Crafts ADR, the Trustees may modify Appendix 1 by adding additional operative dispute resolution Labor Code sections, or by removing previously operative dispute resolution Labor Code sections.

2. If a conflict arises between the provisions of this Addendum and the dispute resolution processes of Workers' Compensation Law, including processes that are not replaced by this Addendum or that are supplemented by this Addendum, the provisions of this Addendum will take precedence to the fullest extent permitted by law.

3. The ADR replaces all dispute resolution processes contained in the California Code of Regulations that were issued pursuant to Workers' Compensation Law, to the extent such provisions conflict with this Addendum and to the fullest extent permitted by law, except as provided by this Addendum.

a. It is the intent of this Addendum to not replace 8 CCR § 10344 or 8 CCR § 10346, to the extent that not replacing those provisions furthers the scope of the lawful authority of arbitrators selected pursuant to this Addendum.

4. The ADR is not limited to the terms of this Article. The ADR includes the Article Qualified Medical Evaluators, all dispute resolution processes provided in this Addendum and all rules of practice and procedure promulgated in furtherance of the ADR.

5. If a conflict arises between the provisions of this Addendum and the dispute resolution processes contained in the California Code of Regulations issued pursuant to Workers' Compensation Law, the provisions of this Addendum take precedence to the fullest extent permitted by law.

6. With respect to the ADR, the Trust has the authority to adopt reasonable rules of practice and procedure, as long as such rules do not conflict with provisions of this Addendum.

7. Any workers' compensation claim subject to this Addendum that is filed with the Workers' Compensation Appeals Board shall immediately be removed by the Employee and placed in the ADR by contacting the Ombudsman as provided.

8. All parties and their representatives may contact the ADR Director regarding any of the Exclusive Lists, ADR Forms or rules of practice and procedure regarding the ADR or any portion of this Addendum. The ADR Director's name, address and telephone is provided in Appendix 2 to this Addendum.

9. In addition to any other duties and authority delegated to it by the Trust, the ADR Director has the authority to schedule and enforce the scheduling of Informal Conciliations and Arbitrations.

10. The Employee and Individual Employer shall make all good faith efforts to expedite resolution of all matters, including the scheduling and direction of their employees and agents.

11. The Ombudsman's purpose is to prevent or limit disputes at the earliest possible time by aiding and counseling Employees regarding claims, complaints and inquiries, including explaining to Employees when necessary the effect of the facts and law, which may at appropriate times include an element of mediation. The Ombudsman's duties include being available to respond to Employees before and after any formal action is taken by either the Employee or Individual Employer and acting as a liaison between the Employee and the Individual Employer's insurance carrier. The Ombudsman shall be competent in

relevant matters regarding this Addendum and legal and medical matters of Workers' Compensation Law, along with having reasonable knowledge about the crafts in which Employees work. The Ombudsman shall act on behalf of the injured Employee in protecting the Employee's best interest and shall work to expedite the Employee's case to a satisfactory conclusion.

- a. The Ombudsman is provided at no cost to employees.
- b. All statements by the Employee to the Ombudsman are confidential.
- c. The Trust shall retain and compensate the Ombudsman, or more than one if it determines that is necessary, and determine its qualifications, purposes, duties and powers.
- d. It is the intent of the Addendum, Ombudsman, Trust Agreement and Trustees that the Ombudsman shall not be the attorney, lawyer or legal representative of any Employee.
- e. The Employee has the right to legal representation at all stages during the dispute resolution process.

B. PROCEDURE

1. The Employee must immediately notify the Individual Employer of all work related injuries as provided by Workers' Compensation Law.

2. When the Individual Employer provides the Employee with the claim form and notice of eligibility required by Workers' Compensation Law, it shall concurrently provide the Employee any other documents that may be required by the Trust. Section 5401 of Workers' Compensation Law is hereby supplemented accordingly. The Employer shall also notify the Ombudsman of the Employee's claim.

3. When the Individual Employer denies, reduces or terminates compensation to an Employee, in addition to any notices and forms required by Workers' Compensation Law, the Individual Employer shall provide Written Notice ("Notice") to the Employee, and to his or her attorney, if any, of such action within fifteen days. The Notice must include a summary of the Individual Employer's reason for the action, in terms which are readily understandable by the Employee.

4. After an Employee, or his or her attorney, receives a Notice, or after an Employee, or his or her attorney, believes for any reason that he or she is not receiving the entitled compensation, the Employee shall, within thirty days, notify the Ombudsman, if not represented by an attorney and attempt to resolve

the matter, if the Employee disputes the Individual Employer's action or inaction. If the Employee is represented by an attorney, the Employee or the attorney, within thirty days, shall notify the Employer or its insurance company, and attempt to resolve the matter. This action is in addition to any documents the Employee must file with the Individual Employer.

a. The Employee shall provide the Ombudsman a copy of the Notice, if one was issued. If represented by counsel, the Employee or his or her attorney shall provide the Employer or its insurance company with all other documents and information relevant to the belief that he or she is not receiving the entitled compensation.

b. The Individual Employer shall provide, at its expense, the Ombudsman with all requested documents and information relevant to the matter. If the Employee is represented by counsel, all requested relevant documents and information shall be forwarded to the Employee's counsel.

c. The Ombudsman is not responsible for timely completing or filing ADR Forms or other documents for the Employee; it is the Employee's responsibility. If requested, however, the Ombudsman may help the Employee.

d. The Ombudsman shall respond to any initial inquiry by an attorney representing the employee by advising the attorney of the status of the Employee's case, clarifying any substantive or procedural issues raised by the Employee to the attorney, and then referring the attorney to the ADR Director for any further information. The Ombudsman shall not discuss any further matters regarding the Employee's claims, complaints or inquiries with any attorney that undertakes the representation of the Employee and under no circumstances shall the Ombudsman work in tandem with the Employee's attorney in furtherance of the interest of the Employee.

e. The Ombudsman shall provide the Employee with a final response as soon as reasonably possible under the circumstances involved. If the Employee is represented by counsel, the Employer or its insurance company shall provide the Employee, and his or her attorney, with a final response as soon as reasonably possible.

5. If the Employee is not satisfied with the Ombudsman's final response, or the Employers' or carriers' final response, the Employee may proceed to Informal Conciliation by filing a Workers' Compensation Grievance ("Grievance") with the ADR Director within thirty days after receiving the Ombudsman's or the Employer's or carrier's final response. The purpose of the Informal Conciliation is to seek a negotiated resolution of the dispute.

a. The ADR Director shall schedule and hold an Informal Conciliation between the Employee and Individual Employer, and provide notice of the scheduled date.

b. If requested by the Employee, the Ombudsmen shall aid and counsel the Employee at Informal Conciliation, including explaining, when necessary, the effect of the facts and law. The Ombudsman may, in any event, attend Informal Conciliation.

6. If the Employer or its insurance company wishes for any reason to initiate proceedings, the Employer or carrier may also file a Workers' Compensation Grievance in order to initiate the scheduling of an Informal Conciliation session.

7. If following Informal Conciliation either party is not satisfied, either party may proceed to Arbitration by filing an Arbitration Request with the ADR Director within thirty days.

a. Once a party files an Arbitration Request, the Ombudsman shall not aid or counsel the Employee regarding the issues covered in that Request. It becomes the Employee's duty at such time to retain any desired legal representation if this has not already been pursued.

b. The ADR Director shall schedule the Arbitration as soon as possible, but shall allow a reasonable time for the preparation of cases.

8. Arbitration will be conducted pursuant to rules adopted by the Trust and by utilizing arbitrators selected by the parties using a method adopted by the Trust. The Employee and Individual Employer shall make every effort to arbitrate disputes as quickly, efficiently and economically as possible.

a. No written or oral offer of resolution, or statement made in pursuit thereof, is admissible evidence in the Arbitration proceeding. The Arbitrator has no jurisdiction to order otherwise. This provision cannot be waived.

b. No statement to the Ombudsman by the Employee, Union, Employer, Individual Employer, Medical Provider, Rehabilitation Provider or Medical Evaluator, or statement by the Ombudsman to any of the foregoing, is admissible evidence in the Arbitration proceeding. The parties shall not make any such offer of evidence or seek any order to the contrary; the Arbitrator has no jurisdiction to order otherwise. This provision cannot be waived.

c. The retention, scheduling and cost of interpreters will be pursuant to Workers' Compensation Law.

d. Arbitrator's authority and duties:

(1) The Arbitrator shall not add to, subtract from, change or modify any provisions of this Addendum.

(2) The Arbitrator shall render a decision within thirty days.

(3) The findings of fact, award, order or decision of the Arbitrator are final, except that it is subject to reconsideration and appeal to the extent provided by California Labor Code § 3201.5(a)(1).

(4) Since all findings of fact, awards, orders and decisions of the Arbitrator are subject to reconsideration and appeal, they must be in conformance with the relevant law.

(5) If a conflict arises between this Addendum's provisions and Workers' Compensation Law, including the provisions that are not replaced or supplemented by this Addendum, and including the dispute resolution processes contained in the California Code of Regulations issued pursuant to Workers' Compensation Law, the Addendum's provisions take precedence to the fullest extent permitted by law.

9. All settlements, including any agreements known as settlements, compromises or releases, or Stipulations with Request for Award must be approved by the ADR Director or a Mediator or an Arbitrator selected by the ADR Director.

10. All parties involved in the ADR have the right to retain legal representation at their own expense, at any stage of the proceedings.

11. In addition to any other requirements of Workers' Compensation Law regarding filing and serving liens, all lien claimants shall concurrently file a copy of all liens and related documents with the ADR Director.

12. Reconsideration and Appeal:

a. The Trust is not responsible for any costs incurred by either party regarding Reconsideration or Appeal. If the Trust incurs any costs as a result of Reconsideration or Appeal, other than for any action

it may take pursuant to Article XI, Paragraph C, the petitioner or appellant causing such costs shall reimburse the Trust for those costs. Under no circumstance, shall an Employee be liable for costs generated by an Employer or carrier in furtherance of reconsideration or an appeal.

b. No written or oral offer of dispute resolution, or statement made in pursuit thereof, can be offered as evidence on Reconsideration or Appeal. This provision cannot be waived.

c. No statement to the Ombudsman by the Employee, Union, Employer, Individual Employer, Medical Provider, Rehabilitation Provider or Medical Evaluator, or statement by the Ombudsman to any of the foregoing, can be offered as evidence on Reconsideration or Appeal. This provision cannot be waived.

ARTICLE VIII: QUALIFIED MEDICAL EVALUATORS

A. All qualified medical evaluators ("QME") shall be selected, by the party using the evaluator, from the Exclusive List of Medical Evaluators.

B. The Trust shall agree to the Exclusive List of Medical Evaluators under the provisions of the Trust Agreement and promulgate it appropriately.

1. The Exclusive List of Medical Evaluators is the May 1, 2004 Official Qualified Medical Evaluators List promulgated by the Department of Industrial Relations, Industrial Medical Council ("Medical Council"), as that list may be amended from time to time by the Medical Council, and with the following limitation: it is limited to QME's in the counties of 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, as reflected in the Medical Council's list.

2. The Exclusive List may be changed at any time by the Trust.

C. Each party may select one QME from the Exclusive List of Medical Evaluators to conduct a comprehensive medical evaluation which must address all medical issues in dispute.

D. No party may obtain more than one evaluation, except that where an additional evaluation is reasonably necessary to address a specialty, the party needing the additional QME shall select it from the Exclusive List and that QME is limited to addressing only that specialty.

E. The parties may agree to an Agreed Medical Evaluator ("AME") regarding any issues in dispute, only where the Employee is represented by Counsel.

F. The evaluation and opinion of the authorized medical provider, or providers if there is more than one, is admissible evidence at Arbitration at the request of any party, regardless of whether the requesting party also seeks admission of evidence from a QME or AME.

G. The Individual Employer is not liable for the cost of medical evaluations furnished by anyone not authorized by this Addendum.

ARTICLE IX: ADDITIONAL DISPUTE RESOLUTION RULES

A. All disputes concerning the interpretation or application of this Addendum must be submitted for resolution as provided in this Addendum.

1. If such dispute arises within the dispute resolution processes of the ADR, including Appendix 1 to this Addendum, or such dispute is susceptible to resolution by those processes, it must be submitted for resolution according to the ADR.

2. Paragraphs A and A.1 do not include disputes that may concern the interpretation or application of this Addendum when they arise in the following circumstances: by deadlock of the Trustees as provided in Article VIII of the Trust Agreement; those regarding Trust contributions as provided in Articles II and IV of the Trust Agreement; or those regarding Trust contributions as provided in Article IV of this Addendum.

B. The applicable CBA is amended to the extent necessary that all disputes concerning the interpretation or application of this Addendum will be submitted to resolution as provided by this Addendum and the Trust Agreement. The ADR in this Addendum is intended to operate separate and distinct from any grievance or arbitration procedures contained in the applicable CBA.

C. Any dispute with an Employee regarding compensation that could otherwise be brought before the Workers' Compensation Appeals Board by the Individual Employer shall be submitted for resolution within the ADR, with the following modifications:

1. The Individual Employer shall not bring the dispute to the Ombudsman.

2. The Individual Employer shall provide sufficient written notice to the Employee of the dispute and any action that it intends to take.

3. The Individual Employer shall give adequate time to the Employee to seek resolution via the Ombudsman. If resolution is not reached, the Employer has the burden of moving the dispute toward resolution according to the ADR.

4. With respect to the Individual Employer bringing matters within the ADR, the Trust has the authority to adopt reasonable rules of practice and procedure, as long as such rules do not conflict with provisions of this Addendum.

D. Should any party seek to have a court of law confirm or vacate any award, order or decision resulting from arbitration provided for by this Addendum, such action shall be brought in a state court of competent jurisdiction located in San Francisco County.

E. In any civil or arbitral proceeding involving the terms of this Addendum, no statement to the Ombudsman by the Employee, or statement by the Ombudsman to the Employee, can be offered as evidence and the parties shall not make any such offer or seek any order to the contrary, except that the Ombudsman may offer such evidence in defense of a claim brought against it by an Employee.

ARTICLE X: GENERAL PROVISIONS

A. The Individual Employer and Union shall cooperate to the fullest extent with the Trust and Safety Group to maintain compliance with all applicable laws.

B. If any provision of this Addendum or its application to any person or circumstance is held invalid, the invalidity will not affect other provisions or applications of this Addendum that can be given effect without the invalid provision or application, and to this end the provisions of this Addendum are declared to be severable.

C. In order to protect the jurisdiction, authority and power granted by California Labor Code §§ 3201.5 and 3201.7, the Trust may take any legal action that it deems useful before any administrative or judicial body, including but not limited to, lawsuit, petition, intervention, injunction, amicus curie and writ.

D. Modification to the Trust Agreement or to this Addendum which are mandatory under Senate Bill 899, or under any subsequent amendments to the statutes will be implemented immediately upon the effective date of the statute. Changes which are voluntary under Senate Bill 899 or any subsequent legislation will be implemented only upon the mutual agreement of the parties.

E. Nothing herein is intended to affect any additional rights or duties of any Individual Employer signatory to this Addendum which are granted by recently enacted workers compensation laws, including Senate Bill 899.

F. This Addendum and any amendments may be executed in counterpart.

APPENDIX 1

In accordance with Article VII, Paragraph A.1. of the Addendum, the dispute resolution processes contained in the provisions of Workers' Compensation Law listed in this Appendix are not replaced by the Alternative Dispute Prevention And Resolution System, and shall remain operative dispute resolution Labor Code sections intended to work in conjunction with those dispute resolution processes provided by this Addendum. The headings provided below are not intended to govern, limit, modify or affect the scope, meaning or intent of the dispute resolution process not being replaced. All Labor Code sections involving substantive law, rather than dispute resolution, are not listed, but are recognized as having full force and effect in claims filed within the jurisdiction of the Basic Crafts ADR.

PART 1, CHAPTER 1: GENERAL PROVISIONS

- 3202 Liberal Construction.
- 3202.5 No Relief From Meeting Burden of Proof.
- 3208.3 Psychiatric Injury; Determination of Compensability.

PART 1 CHAPTER 3: CONDITIONS OF COMPENSATION LIABILITY

- 3600 Compensation Liability; Requirements.
- 3600.8 Alternative Commute Program; Acting Within Course of Employment.
- 3601 Compensation Exclusive Remedy; Action Against Employees.
- 3602 Concurrence of Conditions of Compensation; Compensation Exclusive Remedy Against Employers.

PART 1. CHAPTER 4: COMPENSATION INSURANCE AND SECURITY

- 3706 Actions at Law Against Employer For Failure to Secure Compensation.
- 3707 Attachment of Employer's Property.
- 3708 Presumption of Employer's Negligence.
- 3708.5 Employee to Send Complaint to Uninsured Employer's Fund.
- 3709 Judgment in Excess of Compensation.
- 3709.5 Satisfaction by Employer of Attorney's Fees.
- 3715 Uninsured Employer; Appeals Board Application In Lieu of Civil Action.
- 3820 Misrepresentations; Penalties.

PART 1, CHAPTER 5: SUBROGATION OF EMPLOYER

- 3850 - 3865 Subrogation of Employer.

PART 1, CHAPTER 7: MEDICAL EXAMINATIONS

- 4050 Employee's Medical Examination.
- 4051 Time and Place for Medical Examination.
- 4052 Employee's Physician at Examination.
- 4053 Refusal of Examination; Compensation.
- 4054 Refusal of Examination; Disability Payments.

- 4055 Testimony as to the Results.
- 4055.2 Subpoena of Medical Records.
- 4056 Refusal of Medical Treatment.
- 4060-4066 Medical Legal Evaluation.

PART 1, CHAPTER 11: ASBESTOS WORKERS' ACCOUNT

4401 - 4418 Asbestos Workers' Account: Definitions; Conditions; Benefits; Collections.

PART 2, CHAPTER 2: COMPENSATION SCHEDULES

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APPENDIX 2

Steven Siemers
Ombudsman
Basic Crafts Workers' Compensation Benefits Trust Fund
265 Hegenberger Road, Suite 240
Oakland, CA 94621

Richard Pires
Administrator
Basic Crafts Workers' Compensation Benefits Trust Fund
265 Hegenberger Road, Suite 240
Oakland, CA 94621

Robert Heywood
Mediator
Basic Crafts Workers' Compensation Benefits Trust Fund
265 Hegenberger Road, Suite 240
Oakland, CA 94621

Basic Crafts Workers' Compensation Benefits Trust Fund
265 Hegenberger Road, Suite 240
Oakland, CA 94621

SIGNATURE PAGE

FOR THE UNION:

NORTHERN CALIFORNIA CARPENTERS REGIONAL
COUNCIL

By: _____
Dated: _____

NORTHERN CALIFORNIA DISTRICT COUNCIL OF
LABORERS

By: _____
Dated: _____

OPERATING ENGINEERS LOCAL UNION NO. 3

By: _____
Dated: _____

FOR THE EMPLOYER:

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA,
INC.

By: _____
Dated: _____

ASSOCIATION OF ENGINEERING CONSTRUCTION
EMPLOYERS

_____ By: _____
Dated: _____

CONSTRUCTION EMPLOYERS' ASSOCIATION

By: _____
Dated: _____

ENGINEERING AND UTILITY CONTRACTORS ASSOCIATION

By: _____ Dated: _____

SIGNATURE PAGE
FOR THE
UNION:

By: _____

Signature of Authorized Union
Representative

Union Name

Date Signed: _____

FOR THE
INDIVIDUAL
EMPLOYER:

Contractor or Firm Name
(Print exactly as listed with State License Board)

Street Address: _____

City State
Zip Code

Contractor's License Number _____

By signing and checking the box(es) below Individual Employer agrees that this Addendum applies to its Collective Bargaining Agreements with the following Unions covering the 46 Northern California Counties:

- NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

Signature

- NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL

Signature

- OPERATING ENGINEERS LOCAL UNION NO. 3

Signature

Print Name and Title of Person Signing This Addendum

Date Signed: _____

Date Insurance Coverage Starts: _____

OVERVIEW OF THE ALTERNATIVE DISPUTE PREVENTION AND RESOLUTION SYSTEM

The Alternative Dispute Prevention and Resolution System is a new procedure that you and your employer must use for workers' compensation problems and disputes.

It basically consists of an Ombudsman, Informal Conciliation and Arbitration. The Ombudsman's role is explained more in the enclosed Overview. The procedure's details are fully set out in the Addendum and the Rules of Practice and Procedure; you should refer to them if a workers' compensation matter arises.

OUTLINE

1. Notify the employer of all injuries. The employer (or its insurance company) must notify you if it denies, reduces or terminates compensation.

2. If a problem develops with any form of compensation, including medical treatment, contact the Ombudsman and try to resolve it.
 - * The Ombudsman's number is (510) 568-5920 and toll free number is (800) 526-0888.

3. If you are not satisfied with the Ombudsman's response, you may proceed to Informal Conciliation by filing a Workers' Compensation Grievance **within 30 days**.
 - * Obtain a Grievance form from the Union, Ombudsman or Director of the Alternative Dispute Prevention and Resolution System.
 - * The purpose of Informal Conciliation is to seek a resolution of the developing dispute.
 - * If requested, the Ombudsmen will aid and counsel you.

4. If you are not satisfied with Informal Conciliation, you may proceed to Arbitration by filing an Arbitration Request **within 30 days**.
 - * Obtain a Request form from the Union or Director of the Alternative Dispute Prevention and Resolution System.
 - * Once you file for Arbitration, the Ombudsman can no longer help; after that, you hire an attorney if you desire any desire legal representation.

At any relevant time:

1. The problem can be resolved by agreement or formal settlement.
2. A medical evaluator may be retained by you and/or the insurance company.
3. You may hire an attorney to represent you. (If so, give the attorney this Packet.)

**OVERVIEW
OF THE
BASIC CRAFTS WORKERS' COMPENSATION BENEFITS TRUST
FUND ADDENDUM**

This provides only a very short summary, but works in conjunction with the other enclosed Overviews of particular features. You should refer to the Addendum if an actual workers' compensation question arises.

ADDENDUM'S PURPOSES

1. To provide Carpenters, Laborers and Operating Engineers claiming compensable injuries with improved access to high-quality medical treatment and prompt compensation;
2. To reduce the number and severity of disputes;
3. To provide a better method to resolve disputes that may occur;
4. To provide workers' compensation coverage in a way that improves labor-management relationships, job security and organizational effectiveness; and
5. To achieve this on a long-term basis.

ADDENDUM'S SCOPE

The Addendum covers only Carpenters, Laborers and Operating Engineers employed by Individual Employers that sign the Addendum. The program is limited to construction employers signed to a Carpenter's, Laborer's and/or Operating Engineer's contract.

WORKERS' COMPENSATION TRUST

The Addendum establishes a labor-management Trust Fund.

MEDICAL PROVIDERS, VOCATIONAL REHABILITATION PROVIDERS & MEDICAL EVALUATORS

All medical treatment and vocational rehabilitation must be selected by injured Claimants from the Exclusive Lists of providers. If a dispute arises that requires additional medical evaluation, all medical evaluators must be selected from another exclusive list. The Addendum provides the relevant rules for all lists.

ALTERNATIVE DISPUTE PREVENTION AND RESOLUTION SYSTEM

The Addendum establishes the Alternative Dispute Prevention and Resolution System. This is a new dispute resolution process that must be used by you and your employer to resolve problems and disputes. The enclosed Overviews for the System and Ombudsman further explain this feature.

OVERVIEW OF THE EXCLUSIVE LIST OF MEDICAL PROVIDERS

The term "medical providers" refers to the hospitals, facilities, doctors and others that provide medical treatment for injuries.

WHAT THE LIST MEANS

When you need medical treatment for a work injury, you must select all medical providers from this Exclusive List.

For example, if you are injured at work and need medical attention, you then select the appropriate medical provider from the Exclusive List of Medical Providers.

Selection from the Exclusive List is completely up to you. The insurance carrier or Ombudsman can help you make a selection if you ask, but it is your responsibility and choice. Neither the employer nor insurance company can force you to go to a particular medical provider.

The Basic Crafts Exclusive Medical Provider List consists of any medical provider that is eligible to treat under the Blue Cross PPO, the Health Net HMO or Kaiser. In certain circumstances, the list may also include physicians found on the Qualified Medical Examiner List of the Division of Workers' Compensation. By clicking on the Medical Provider icon you will be informed as to how to navigate each of these provider lists.

RULES ABOUT SELECTING MEDICAL PROVIDERS

Article VI of the Workers' Compensation Addendum provides rules about selecting medical providers. For example:

1. In an emergency when no medical provider from the Exclusive List is available, you may seek treatment from another medical provider during the emergency that is reasonable and necessary. However, treatment must be transferred to a medical provider from the Exclusive List as soon as possible, consistent with sound medical practice.
2. The insurance company does not have to pay for treatment you receive from a medical provider that is not on the Exclusive List of Medical Providers. (For example, if you get treatment from a doctor that is not on the Exclusive List, and the Addendum does not permit you to, then the insurer will not have to pay for that treatment; the doctor may then want to sue you to get paid.)

OVERVIEW OF THE OMBUDSMAN' S ROLE

The Ombudsman's purpose is to prevent or limit disputes at the earliest possible time by aiding and counseling you regarding workers' compensation claims, complaints and inquiries. The Ombudsman is skilled in all workers' compensation matters and hired by the Trust at no cost to you.

Contact the Ombudsman by calling (510) 568-5920 or the toll free number: (800) 526-0888. Ask for the "Ombudsman from the Basic Crafts Workers' Compensation Benefits Trust Fund."

SUMMARY OF THE OMBUDSMAN'S ROLE

1. Aid and counsel you regarding your claims, complaints and inquiries.
2. Explain to you the effect of the facts and law, such as telling you what realistic options you have in your situation.
3. Be a liaison between you and the insurance company.
4. Attend Informal Conciliation with you, if you request.
5. Help prevent or limit disputes before they grow into expensive litigation.

LIMITS TO THE OMBUDSMAN'S ROLE

1. The Ombudsman is not your legal representative which means the Ombudsman is not your personal attorney.
2. The Ombudsman will not continue in the process after you file an Arbitration Request; you may want to then hire an attorney for arbitration.
3. The Ombudsman will not discuss your situation with an attorney that you hire at any time.

CONFIDENTIAL COMMUNICATIONS

Your statements to the Ombudsman are confidential and no statement made to or by the Ombudsman, regarding anyone, is admissible evidence at arbitration.

BENEFITS OF THE OMBUDSMAN

1. You now have a new option with workers' compensation problems: using the Ombudsman's skill and power instead of needing to pay an attorney (at least before you file for arbitration). It does not matter if the issue is small or large, the Ombudsman will help to resolve it.
2. Less chance of small problems growing into big problems; more chance of problems and disputes being resolved faster and cheaper for you.

INFORMATION PROVIDED TO INTERESTED PERSONS
UNDER THE
BASIC CRAFTS WORKERS' COMPENSATION BENEFITS TRUST FUND ADDENDUM

ENCLOSED INFORMATION PROVIDED BY:
ADR Director
Steven Siemers
Basic Crafts Workers' Compensation Benefits Trust Fund
265 Hegenberger Road, Suite 240
Oakland, CA 94621-1480
Telephone: (510) 568-5920
Fax: (510) 568-5279

INFORMATION PROVIDED TO:

Case No. _____

Employee's Name: _____

Relevant Employer(s): _____

Other: _____

- _____ Workers' Compensation Addendum
- _____ Rules of Practice and Procedure
- _____ Medical Providers Exclusive List
- _____ Medical Evaluators Exclusive List
- _____ Rehabilitation Providers Exclusive List
- _____ Selected Information from the Employee Packet:
 - _____ Introductory letter from Basic Crafts Workers' Compensation Benefits Trust Fund
 - _____ Overview of Workers' Compensation Addendum
 - _____ Overview of Alternative Dispute Prevention and Resolution System
 - _____ Overview of Ombudsman's Role in the Alternative Dispute Prevention on System
 - _____ Overview of Exclusive Lists
- _____ Workers' Compensation Grievance
- _____ Director's Notice of Informal Conciliation
- _____ Arbitration Request
- _____ Declaration of Readiness to Arbitrate
- _____ Information Request & Production Form
- _____ Other: _____

NOTICE OF OMBUDSMAN'S "FINAL RESPONSE"
UNDER THE
BASIC CRAFTS WORKERS' COMPENSATION BENEFITS TRUST FUND ADDENDUM

Case No. _____

(Employee's Name)

(Employer's Name)

(Social Security Number)

(Street Address)

(Street Address)

(City, State & Zip Code)

(City, State & Zip Code)

NOTICE IS HEREBY GIVEN TO THE EMPLOYEE THAT:

The Ombudsman has provided the Employee a "final response" in accordance with the Workers' Compensation Addendum:

If the Employee is not satisfied with the Ombudsman's "final response" and elects to pursue the matter further, the **Employee has 30 days** after receipt of this "final response" to file a Workers' Compensation Grievance with the ADR Director:

ADR Director
Steven Siemers
Basic Crafts Workers' Compensation Benefits Trust Fund
265 Hegenberger Road, Suite 240
Oakland, CA 94621-1480
Telephone: (510) 568-5920
Fax: (510) (510) 568-5279

Refer to Article VII of the Workers' Compensation Addendum for information concerning the procedure to follow, and the conditions and limits to additional aid and counseling from the Ombudsman. Workers' Compensation Grievance Forms may be obtained from the ADR Director or Ombudsman.

FROM:
Ombudsman for the Alternative Dispute Prevention and Resolution System
Steven Siemers
Basic Crafts Workers' Compensation Benefits Trust Fund
265 Hegenberger Road, Suite 240
Oakland, CA 94621-1480
Telephone: (510) 568-5920
Fax: (510) 568-5279

(Date)

(Ombudsman's Signature)

cc: Steven Siemers, ADR Director
Employee's Insurance Carrier

GRIEVANCE
UNDER THE
BASIC CRAFTS WORKERS' COMPENSATION BENEFITS TRUST FUND ADDENDUM

Case No. _____

(Employee's Name)

(Employer's Name)

(Social Security Number)

(Street Address)

(Street Address)

(City, State & Zip Code)

(City, State & Zip Code)

If other, name, etc.: _____

1. While employed as a _____ on _____
(occupation at time of injury) (date of injury)

at _____ by the employer, the employee sustained injury arising out of and in the
(name and location of job site)

course of employment to _____
(state what parts of the body were injured)

2. The injury occurred as follows: _____
(explain what employee was doing at the time of injury and how injury was received)

3. Days off work because of the injury: _____
(specify the number of days off work and the dates for those days)

4. Medical Treatment was received: _____
(yes) (no) (date of last treatment)

Medical treatment was provided by _____
(name and address of all medical providers)

5. This Grievance is filed because of a dispute about: Temporary Disability Payments ___ Permanent Disability Payments' _____

Reimbursement for Medical Expenses: _____ Compensation at the Proper Rate: _____ Rehabilitation: _____ Medical Treatment _____

Other (Explain) _____

(Date)

(Employee's Signature, or Attorney's if represented)

Must be timely filed with the ADR Director
Steve Siemers
Basic Crafts Workers' Compensation Benefits Trust Fund
265 Hegenberger Road, Suite 240
Oakland, CA 94621-1480
Telephone: (510) 568-5920; Fax: (510) 568-5279

Form 103 (September 30, 2004)
Basic Crafts Workers' Compensation Benefits Trust Fund

GRIEVANCE
 UNDER THE
 BASIC CRAFTS WORKERS' COMPENSATION BENEFITS TRUST FUND ADDENDUM

(DEATH CASE ONLY)

Case No. _____

 (Deceased Employee's Name & Social Security No.)

 (Employer's Name)

 (Street Address)

 (Street Address)

 (City, State & Zip Code)

 (City, State & Zip Code)

 (Applicant's Name)

 (Street Address)

 (City, State & Zip Code)

1. While employed as a _____ on _____
 (occupation at time of injury) (date of injury)
 at _____ by the employer, the employee sustained injury arising out of and in the
 (name and location of job site)
 course of employment to _____
 (state what parts of the body were injured)

2. The injury occurred as follows: _____
 (explain what employee was doing at the time of injury and how injury was received)
 _____, resulting in death on _____
 (date of death)

3. The employee left the following dependents:

Name	Date of Birth	Relationship	Address

Employee requests: Death Benefit _____ Burial Expense _____ Unpaid Compensation _____ Unpaid Medical Expenses _____

Other (Explain): _____

 (Date)

 (Employee's Signature, or Attorney's if represented)

Must be timely filed with the ADR Director:
 Steve Siemers
 Basic Crafts Workers' Compensation Benefits Trust Fund
 265 Hegenberger Road, Suite 240
 Oakland, CA 94621-1480
 Telephone: (510) 568-5920; Fax: (510) 568-5279

ADR DIRECTOR'S NOTICE OF INFORMAL CONCILIATION
UNDER THE
BASIC CRAFTS WORKERS' COMPENSATION BENEFITS TRUST FUND ADDENDUM

NOTICE PROVIDED BY:

ADR Director
Steven Siemers
Basic Crafts Workers' Compensation Benefits Trust Fund
265 Hegenberger Road, Suite 240
Oakland, CA 94621-1480
Telephone: (510) 568-5920
Fax: (510) 568-5279

NOTICE PROVIDED TO:

Employee
 Employer's Insurance Co.
 Ombudsman
 Other: _____

Case No. _____

Employee's Name: _____

Employer(s): _____

Other: _____

INFORMAL CONCILIATION WILL BE HELD regarding the attached Workers' Compensation Grievance(s) at the following time and place:

ALL PARTIES, or their authorized representatives, are hereby ordered to meet and seek a negotiated resolution of dispute(s) raised by the attached Grievance(s), pursuant to the Workers' Compensation Addendum. All representatives must have authority to settle all issues at the Informal Conciliation.

THE OMBUDSMAN will attend to aid and counsel the Employee only if requested by the Employee. The Ombudsman will not discuss matters regarding the Employee's claims, complaints or inquires with any attorney representing the Employee.

ALL PARTIES are further ordered to:

1. Contact the ADR Director no less than three (3) work days before the scheduled date to confirm their attendance, and to receive and provide any other information that may be necessary;
2. Contact the ADR Director if resolution of all issues is reached before the scheduled date; and
3. Bring to the Informal Conciliation all documents and information that may help in resolution of the dispute.

Documents Attached:

__Workers' Compensation Grievance(s)
__Other:

(Signature)

(Date)

Form 105 (September 30, 2004)
Basic Crafts Workers' Compensation Benefits Trust Fund

ARBITRATION REQUEST

UNDER THE
BASIC CRAFTS WORKERS' COMPENSATION BENEFITS TRUST FUND ADDENDUM

Case No. _____

The Employee's Name: _____
 Employer's Name: _____
 Other Name: _____
("Requesting Party")

hereby requests the ADR Director to schedule an arbitration hearing pursuant to the Workers' Compensation Addendum. Requesting Party declares that it made a good faith attempt to resolve the dispute at Informal Conciliation.

The issues are:

Compensation Rate Rehabilitation
 Temporary Disability Self-procured Treatment
 Permanent Disability Future Medical Treatment
 Other: _____

1. If represented by legal counsel, identify: _____
(name, address & telephone number)

2. Has the Employee undergone medical evaluation from a QME or AME: _____ If so, have all
(yes) (no)
adverse parties been served with the medical reports: _____ If not, will a medical evaluation be
necessary: _____ (yes) (no)
(yes) (no)

3. Date Requesting Party will be prepared to present evidence at an arbitration hearing: _____. If
longer than 30 days from date of Request, explain the reasons why: _____

4. If Requesting Party is an Employee, the Employee hereby declares that he or she understands that, upon
the filing of this Arbitration Request, the Ombudsman will no longer aid or counsel him or her regarding
issues covered by this Request, in accordance with the Workers' Compensation Addendum.

SERVICE

Names and address of parties, including attorneys and representatives, served with a copy of this
Arbitration Request:

Date: _____

(Signature)

(Address)

(Telephone Number)

Must be timely filed with the ADR Director:

Steven Siemers
Basic Crafts Workers' Compensation Benefits Trust Fund
256 Hegenberger Road, Suite 240
Oakland, CA 94621-1480
Telephone: (510) 568-5920; Fax: (510) 568-5279

NOTICE TO TESTIFY AND PRODUCE

UNDER THE
BASIC CRAFTS WORKERS' COMPENSATION BENEFITS TRUST FUND ADDENDUM

Employee: _____

Employer: _____

Insurance Carrier: _____

Other: _____

Case No. (if known): _____

TO:

- YOU ARE COMMANDED to appear at the place, date and time specified below to testify in an arbitration hearing in the above matter.

Place of testimony: _____

Date and time: _____

- YOU ARE COMMANDED to appear at the place, date and time specified below to testify at a deposition hearing in the above matter.

Place of deposition: _____

Date and time: _____

- YOU ARE COMMANDED to produce and permit inspection of the following documents or objects at the place, date and time specified below. You may comply by mailing the documents and objects described to the person serving this Notice at the place identified below within 10 days.

Documents or objects: _____

Place: _____

Date and time: _____

Person Serving Notice:

Name:

Address:

Telephone and FAX Numbers:

Signature: _____

Date: _____

ADR DIRECTOR'S NOTICE OF SCHEDULED ARBITRATION
UNDER THE
BASIC CRAFTS WORKERS' COMPENSATION BENEFITS TRUST FUND ADDENDUM

NOTICE PROVIDED BY:

ADR Director
Steven Siemers
Basic Crafts Workers' Compensation Benefits Trust Fund
265 Hegenberger Road, Suite 240
Oakland, CA 94621-1480
Telephone: (510) 568-5920
Fax: (510) 568-5279

NOTICE PROVIDED TO:

Employee
 Employer's Insurance Co.
 Ombudsman
 Other: _____

Case No. _____

Employee's Name: _____

Relevant Employer(s): _____

Other: _____

ARBITRATION WILL BE HELD regarding all unresolved issues at the following time and place:

ALL PARTIES, or their authorized representatives, are hereby ordered to appear and arbitrate all unresolved issues, pursuant to the Workers' Compensation Addendum. All representatives must have authority and be prepared to present all evidence regarding, and to settle, all unresolved issues.

ALL PARTIES are further ordered to:

1. Contact the ADR Director no less than three (3) work days before the scheduled date to confirm their attendance, and to receive and provide any other information that may be necessary;
2. Contact the ADR Director if resolution of all issues is reached before the scheduled date.

Documents Attached:

__ Workers' Compensation Grievance(s)

__ Other: _____

(Signature)

(Date)

BASIC CRAFTS WORKERS' COMPENSATION
ALTERNATIVE DISPUTE RESOLUTION SYSTEM

COMPROMISE AND RELEASE

Case No(s). _____

Social Security No. _____

Applicant (Employee)

Address

Correct Name(s) of Employer(s)

Address(es)

Name(s) of Insurance Carrier(s) Claims Administrator(s) Address(es)

1. The employee, born _____, claims that he/she was employed at _____,
(city)

_____, as a(n) _____ by the employer(s), can claims to have
(state) (occupation)

sustained injury arising out of and in the course of employment:

(State with specificity the date(s) of injury(ies) and what part(s) of body, conditions or systems are being settled)

on _____ to _____

on _____ to _____

on _____ to _____

on _____ to _____

on _____ to _____

Body parts, conditions and systems may not be incorporated by reference to medical reports.

2. Unless otherwise expressly stated, upon approval of this compromise agreement by the Basic Crafts ADR Director or a mediator or an arbitrator and payment in accordance with the provisions hereof, the employee releases and forever discharges the above-named employer(s) and insurance carrier(s) from all claims and causes of action within the exclusive jurisdiction of the Basic Crafts Workers' Compensation Program, whether

Applicant/Employee: _____

now known or ascertained, or which may hereafter arise or develop as a result of the above-referenced injury(ies), including any and all liability of the employer(s) and insurance carrier(s) and each of them to the dependents, heirs, executors, representatives, administrators or assigns of the employee. PARTIES MAY NOT WAIVE CIVIL CODE SECTION 1542.

3. This agreement is limited to settlement of the body parts, conditions, or systems and for the dates of injury set forth in Paragraph No. 1 despite any language to the contrary in this document or any addendum.

4. Unless otherwise expressly stated, approval of this agreement RELEASES ANY AND ALL CLAIMS OF APPLICANT'S DEPENDENTS TO DEATH BENEFITS RELATING TO INJURY OR INJURIES COVERED BY THIS COMPROMISE AGREEMENT. The parties have considered the release of these benefits in arriving at the sum in Paragraph No. 7.

5. Unless otherwise expressly ordered by the Basic Crafts ADR Director, a mediator or an arbitrator, approval of this agreement does not release any claim applicant may have for vocational rehabilitation benefits or supplemental job displacement benefits.

6. The parties represent that the following facts are true: (If facts are disputed, state what each party contends under Paragraph No. 9.)

EARNINGS AT TIME OF INJURY \$ _____

TEMPORARY DISABILITY INDEMNITY PAID \$ _____ Weekly Rate: \$ _____

Period(s) Paid: _____

PERMANENT DISABILITY INDEMNITY PAID \$ _____ Weekly Rate \$ _____

Period(s) Paid: _____

TOTAL MEDICAL BILLS PAID \$ _____

Total Unpaid Medical Expense to be Paid By: _____

Unless otherwise specified herein, the employer will pay no medical expenses incurred after approval of this agreement.

7. The parties agree to settle the above claims on account of the injury(ies) by the payment of the **SUM OF \$** _____. The following amounts are to be deducted from the settlement amount:

10. It is agreed by all parties hereto that the filing of this document confers upon the Basic Crafts ADR Director the discretion to set the matter for hearing, reserving to the parties the right to put in issue any of the facts admitted herein. If an arbitration is held with this document used as the moving document, the defendants shall have available to them all defenses that were available as of the date of filing of this document. The Basic Crafts ADR Director, a mediator or an arbitrator may either approve this Compromise and Release or disapprove it and recommend to the ADR Director that the matter be set for an informal conciliation.

11. WARNING TO EMPLOYEE: SETTLEMENT OF YOUR WORKERS' COMPENSATION CLAIM BY COMPROMISE AND RELEASE MAY AFFECT OTHER BENEFITS YOU ARE RECEIVING OR MAY BECOME ENTITLED TO RECEIVE IN THE FUTURE FROM SOURCES OTHER THAN WORKERS' COMPENSATION.

By signing this agreement, applicant (employee) acknowledges that he/she has read and understands this agreement and has had any questions he/she may have had about this agreement answered to his/her satisfaction.

Witness the signature hereof this __ day of _____, 20__, at _____

_____	(Date)	_____	(Date)
Witness 1		Applicant (Employee)	
_____	(Date)	_____	(Date)
Witness 2		Attorney for Applicant	
_____	(Date)	_____	(Date)
Interpreter		Attorney for Defendant	

STATE OF CALIFORNIA

County of _____

On this __ day of _____, 20__, before me, _____, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared _____ known to me to be the person(s) whose name(s) is/are subscribed to the within Instrument, and acknowledged to me that he/she executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

Notary Public in and for said County and State of California

BASIC CRAFTS WORKERS' COMPENSATION
ALTERNATIVE DISPUTE RESOLUTION SYSTEM

**STIPULATIONS WITH
REQUEST FOR AWARD**

Case No. _____

Social Security No. _____

Applicant (Employee)

Address

Correct Name(s) of Employer(s)

Address(es)

Name(s) of Insurance Carrier(s) Claims Administrator(s)

Address(es)

The parties hereto stipulate to the issuance of an Award and/or Order, based upon the following facts, and waive the requirements of Labor Code section 5313:

1. _____, born _____, while
(Employee)

employed within the State of California as _____, _____ on _____,
(Occupation) (Group) (Date of Injury)

by _____ whose compensation insurance carrier was
(Employer)

_____ sustained injury arising out of and in the course

of employment to _____.
(Parts of body injured)

2. The injury caused temporary disability for the period(s) _____ through
_____ for which indemnity has been paid at \$ _____ per week.

2(a). The injury caused additional temporary disability for the period _____

through _____ at the rate of \$ _____, and in the amount of

\$ _____.

Case No(s). _____

3. The injury caused permanent disability of _____%, for which indemnity is payable at \$ _____ per week beginning _____, in the sum of \$ _____, less credit for such payments previously made.
___ And a life pension of \$ _____ per week thereafter.

4. There is/is not a need for medical treatment to cure or relieve from the effects of said injury.

5. Medical-legal expenses are payable by defendant as follows:

6. Applicant's attorney requests a fee of \$ _____.
___ Fees to be commuted.

7. Liens against compensation are payable as follows:

8. Other stipulations:

Dated

Applicant

Attorney for Applicant

Attorney or Authorized Representative for Defendant

Address of Attorney for Applicant

Address of Attorney or Authorized Representative

___ The reasonable value of living expenses of said worker or of his or her dependents, subsequent to injury; or

___ The reasonable living expenses of the spouse or minor children, or both, of said worker, subsequent to the date of injury, where such worker has deserted or is neglecting his or her family; or

___ The reasonable fee for interpreter's services performed on _____; or

___ Other: _____

Note: An itemized statement justifying the lien must be attached.

A copy of the lien claim and supporting documents was served by mail or delivered to each of the above-named parties.

Signature of Attorney for Lien Claimants Signature of Lien Claimant Date

Employee's Consent to Allowance of Lien

I consent to the requested allowance of lien against my compensation.

Signature of Attorney for Injured Worker Signature of Injured Worker

Basic Crafts-Workers' Compensation Program

265 Hegenberger Road, Suite 240 - Oakland, CA 94621-1480
Telephone: (510) 568-5920 – Fax: (510) 568-5279

Request for Qualified Medical Evaluator

(Please Complete Form Type or Print)

EMPLOYEE INFORMATION		
Today's Date:	Date of Injury:	Basic Crafts Case #: 010_____
NAME:		
ADDRESS:		
CITY, STATE, ZIP CODE:		
(AREA CODE) PHONE #:		
EMPLOYER INFORMATION		
NAME:		
ADDRESS:		
CITY, STATE, ZIP CODE:		
(AREA CODE) PHONE #:		
INSURER or CLAIMS ADMINISTRATION INFORMATION		
NAME: _____, Claims Specialist		
COMPANY:		
ADDRESS:		
CITY, STATE, ZIP CODE:		
(AREA CODE) PHONE #:	CLAIM NUMBER:	
This Section to be Filled out by the Injured Worker ONLY Please list ONLY ONE specialty (Insert three letter code —Codes are attached to this form)		
Specialty Physician Requested _____	Signature of Injured Worker _____	

PLEASE NOTE: Panels will be issued in the area of the injured worker's residence. If the injured worker resides out of state the panel will be issued in the area of residence at time of injury. If due to special circumstances another city is required please attach letter of agreement from the carrier and the city and zip code being requested.

If the BASIC CRAFTS does not issue a panel within 15 working days after this request is received by the BASIC CRAFTS, you are entitled to select a QME of your choice. **Send this completed form to:**

OMBUDSMAN'S STAFF
BASIC CRAFTS WORKERS' COMPENSATION PROGRAM
265 Hegenberger Road, Suite 240
Oakland, CA 94621-1480
FAX (510) 568-5279

For use with the Request for QME Panel Form

MD/DO SPECIALTY CODES

MAI Allergy and Immunology
 MAA Anesthesiology
 MRS Colon & Rectal Surgery
 MDE Dermatology
 MEM Emergency Medicine
 MFP Family Practice – MD
 OFP Family Practice - DO*
 OFM Family Practice DO - Including Osteopathic Manipulation
 MPM General Preventive Medicine
 MOH Hand - Orthopaedic Surgery
 MPH Hand - Plastic Surgery
 MSH Hand Surgery
 MMM Internal Medicine
 MMV Internal Medicine-Cardiovascular Disease
 MME Internal Medicine-Endocrinology Diabetes and Metabolism
 MMG Internal Medicine-Gastroenterology
 MMH Internal Medicine-Hematology
 MMI Internal Medicine-Infectious Disease
 MMO Internal Medicine-Medical Oncology
 MMN Internal Medicine-Nephrology
 MMP Internal Medicine-Pulmonary Disease
 MMR Internal Medicine-Rheumatology
 MOQ Medicine - Otherwise Qualified
 MPN Neurology
 MNS Neurological Surgery
 MNM Nuclear Medicine
 MOG Obstetrics and Gynecology
 MPO Occupational Medicine
 MOP Ophthalmology
 MOS Orthopaedic Surgery
 MOB Orthopaedic Surgery - Including Back
 MTO Otolaryngology
 MAP Pain Management - Anesthesiology
 MPP Pain Management - Pain Medicine
 MHA Pathology
 MEP Pediatrics
 MPR Physical Medicine & Rehabilitation
 MPS Plastic Surgery
 MPD Psychiatry
 MRY Radiology
 MSY Surgery
 MSG Surgery - General Vascular
 MTS Thoracic Surgery
 MPT Toxicology - Occupational Medicine
 MET Toxicology - Emergency Medicine
 MUU Urology

NON-MD/DO SPECIALTY CODE

*denotes a doctor of chiropractic who has completed a chiropractic post-graduate specialty program

ACA Acupuncture
 DCH Chiropractic
 DCN Chiropractic-Neurology*
 DCO Chiropractic-Orthopaedic*
 DCR Chiropractic-Radiology*
 DCS Chiropractic-Sports Medicine*
 DCT Chiropractic-Rehabilitation*
 DEN Denistry
 OPT Optometry
 POD Podiatry
 PSY Psychology
 PSN Psychology-Clinical Neuropsychology