

PROJECT AGREEMENT

FOR

CONSTRUCTION

OF

PREAMBLE

This agreement has been established in order to assure that labor and management may experience the greatest amount of continuity possible throughout construction of the project. It also has the purpose of creating work opportunities for _____.

The commitments between labor and management contained herein shall result in the timely and cost effective completion of the _____.

ARTICLE 1.

Parties

This Agreement is made and entered into this _____ day of _____, _____, by and between the _____ (hereinafter referred as "Employer") and the United Brotherhood of Carpenters and Joiners of America, Local 745 (hereinafter referred to as "Union") and applies to the construction of the _____ located at _____, Hawaii ("Project").

ARTICLE 2.

Scope of Agreement

1. This Project Agreement (hereinafter referred to as the "Agreement") shall apply and is limited to construction work under the direction of the Employer, or its contractors and/or subcontractors, at the _____ Project, located at _____, Hawaii.
2. It is agreed by the parties signatory hereto that the Employer, and its contractors or

subcontractors, for the duration of the Project, shall be bound to the terms and conditions of the Master Agreement Covering Carpenters in the State of Hawaii and the Master Agreement Covering Drywall & Acoustical Workers and Lathers in the State of Hawaii, as amended from time to time, true and correct copies of which are attached hereto as Exhibits "A" and "B." The Employer shall sign all documents required under Exhibit "A" and "B."

3. It is agreed that all Employers working on the Project with employees covered under the classifications set forth in Exhibits "A" and/or "B" shall become signatory to and be bound by the terms and conditions of this Agreement.
4. This Agreement shall apply only to construction craft employees employed by the Employer and within the classifications set forth in Exhibit "A" or "B." This Agreement shall not apply to the Employer's supervisors (above general foreman) or clerical employees.
5. This Agreement shall only cover construction work contracted by the Department of Hawaiian Homes Lands to the Employer. The provisions of this Agreement shall not apply to the Department of Hawaiian Homes Lands and nothing contained herein shall be construed to prohibit or restrict the Department of Hawaiian Homes Lands from performing any work not covered by this Agreement. As areas of the Project are accepted by the Department of Hawaiian Homes Lands (after construction inspection and testing), this Agreement shall have no further force or effect regarding such areas and systems, except when the Employer is directed to engage in repairs, modifications and warranty functions concerning such areas and systems.

ARTICLE 3.

No Strike/No Lockout; Amendment of Exhibits "A" and "B"

1. During the term of this Agreement the Unions agree that there shall be no strikes, walkouts, slowdowns, picketing, sympathy strikes, handbilling, or other work stoppage or disruption whatsoever.

During the term of this Agreement the Employers agree that there shall be no lockouts. Lockout does not refer to a decision on the part of the Department of Hawaiian Homes Land to terminate or suspend work on the Project or any portion thereof.

2. In the event that any collective bargaining agreement recognized herein should expire during the term of this Agreement, the Employer shall continue to pay the wage rates and fringe benefits and comply with applicable terms and conditions of such agreement in effect at the expiration date of such agreement.

Upon ratification and signature of a new collective bargaining agreement by the historical negotiating parties, the Employer shall pay the new wage rates and fringe benefits and comply with applicable new terms and conditions. Any increase in wage rates and fringe benefits shall be paid retroactively when so required.

ARTICLE 4.

Savings Clause

If any Article, Section, Clause, or Provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of Federal or State government, the Employer and the Union shall immediately suspend the operation of such Article, Section, Clause, or Provision during the period of its invalidity, provided, however, that the remainder of this Agreement shall continue in full force and effect. During the period of any adjudged invalidity, the Employer and the Union(s) shall attempt to negotiate substitute provisions which will meet the intent of the invalid provisions, but which shall be in conformity with the applicable laws.

ARTICLE 5.

Duration of Agreement

This Agreement shall become effective on the _____ day of _____, _____, and shall remain in full force and effect until completion of the Project, unless otherwise mutually terminated, or amended by the Employer and the Union.