



**Master Agreement**  
covering  
**Drywall, Acoustical  
Workers and Lathers**  
in the State of Hawaii

Effective September 1, 2007 to and including August 31, 2012





# MASTER AGREEMENT COVERING DRYWALL & ACOUSTICAL WORKERS AND LATHERS IN THE STATE OF HAWAII

## SCHEDULED WAGE AND BENEFIT INCREASES

	Current	Eff 9/3/07	Eff 9/1/08	Eff 8/31/09	Eff 8/30/10	Eff 8/29/11	TOTAL
WAGE RATE: JOURNEYMAN	34.20	(+1.00) 35.20	(+1.25) 36.45	(+1.25) 37.70	(+1.25) 38.95	(+1.25) 40.20	(+6.00)
HEALTH & WELFARE	5.57	(+.15) 5.72	(+.20) 5.92	(+.20) 6.12	(+.20) 6.32	(+.25) 6.57	(+1.00)
FUTURE RETIREE MEDICAL	.88	.88	.88	.88	.88	.88	
FINANCIAL SECURITY FUND	4.20	(+.20) 4.40	(+.30) 4.70	4.70	4.70	4.70	(+.50)
401(k)	1.50	1.50	1.50	1.50	1.50	1.50	
VACATION & HOLIDAY FUND	5.00	(+.25) 5.25	5.25	5.25	5.25	5.25	(+.25)
VACATION FUND ADMIN FEE	.05	.05	.05	.05	.05	.05	
APPRENTICESHIP & TRAINING	.76	(-.05) .71	.71	.71	.71	.71	(-.05)
MARKET RECOVERY PROGRAM	.50	(+.28) .78	.78	.78	.78	.78	(+.28)
CARPENTERS INTERNATIONAL TRAINING FUND	.04	.04	.04	.04	.04	.04	
CARPENTERS LABOR MANAGEMENT EDUCATION AND DEVELOPMENT FUND	.02	.02	.02	.02	.02	.02	
WAGE/FRINGE OPTION				.30	(+.30) .30	(+.60) .50	(+1.10)
<b>TOTAL</b>	\$52.72	(+1.83) \$54.55	(+1.75) \$56.30	(+1.75) \$58.05	(+1.75) \$59.80	(+2.00) \$61.80	(+9.08)

# **MASTER AGREEMENT**

**COVERING DRYWALL, ACOUSTICAL WORKERS AND LATHERS  
IN THE STATE OF HAWAII**

**by and between**

**UNITED BROTHERHOOD OF CARPENTERS AND  
JOINERS OF AMERICA, LOCAL 745**

**and the**

**HAWAII WALL AND CEILING INDUSTRY ASSOCIATION**

**and**

**ANY OTHER PERSON, FIRM, CORPORATION OR OTHER ENTITY  
THAT, PURSUANT TO THE PROVISIONS OF SECTION 3C.,  
HEREOF, BECOME SIGNATORY HERETO**

**Effective September 1, 2007 to and including August 31, 2012**





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## WITNESSETH:

This Agreement is made and entered into by and between the United Brotherhood of Carpenters and Joiners of America, Local 745 (hereinafter referred to as the "Union"), and the Hawaii Wall and Ceiling Industry Association, (hereinafter referred to as the "Association"), for and on behalf of those persons, firms, or corporations who are or who become members of said Association and who are or who become signatory to this Agreement pursuant to the provisions of Section 3C, hereof, (each such signatory member being hereinafter referred to as "Contractor"), and ANY OTHER PERSON, FIRM, CORPORATION, OR OTHER ENTITY THAT PURSUANT TO THE PROVISIONS OF SECTION 3C, HEREOF, BECOME SIGNATORY HERETO (each such signatory also being hereinafter referred to as "Contractor").

### SECTION 1. DURATION

This Agreement shall be binding upon the respective parties effective September 1, 2007 to and including August 31, 2012, and shall be considered as renewed from year to year, thereafter, unless either party hereto shall give written notice to the other of its desire to modify, amend, or terminate same. Any such notice must be given by the party desiring to modify, amend, or terminate the Agreement, at least one hundred fifty (150) calendar days prior to the expiration date, but not more than one hundred eighty (180) calendar days prior to the expiration date. In the event such notice is given, and only in such event, negotiations for a new Agreement shall commence as soon as possible after the date on which such notice is received by the other party, hereto. If such notice shall not be given, the Agreement shall be deemed to be renewed for the succeeding year.

### SECTION 2. COVERAGE

- A. This Agreement covers all service and production employees classified as foreman, working foreman, journeyman and apprentices of the Drywall and Acoustical Industry, in the State of Hawaii, but excludes field and office clerical employees, confidential employees, professional employees, draftsmen, estimators, timekeepers, watchmen, and supervisors as defined in the National Labor Relations Act, as amended. This Agreement shall take precedence over any collective bargaining agreements entered into by the Association and/or Contractors with other trades executed after the effective date of this Agreement.
- B. This Agreement further covers all work within the recognized jurisdiction of the Union. This work shall include, but shall not be limited to the following described work at the construction job site.
1. The installation of all materials and component parts of all types of ceilings regardless of their materials, or composition or method not limited to all hangers, carrying channels, cross furring, stiffeners, braces, all bars regardless of material or method of attachment, all integrated gypsum wall-board ceiling heat panels, all radiant ceiling heat fill, all main tees, all cross tees, all splines, all wall and ceiling angles or moldings, all backing board

and all finish ceiling materials, regardless of method or manner of installation.

2. All work in connection with the installation, erection and/or application of all materials and component parts of walls and partitions regardless of their material composition or method or manner of their installation, attachment or connection, including, but not limited to all metal floor and ceiling runners, studs, stiffeners, cross bracings, fire blocking resilient channels, furring channels, door and windows, including frames, casing, molding, base, accessory trim items, gypsum drywall materials, laminated gypsum systems, backing board, finish board fireproofing of beams and columns, fireproofing of all types (regardless of material or method of application) and all spray applied fire resistant materials, except plaster and cementitious fireproofing and of chase, sound and thermal insulation materials, fixture attachments, including all layout work, preparation of all openings for lighting, air vents or other purposes, in order to keep the work area safe and to efficiently salvage usable material. The employees will clean up all materials, scraps, rubbish from and around the buildings and all other necessary or related work connected with the performance of the work covered under this Agreement, including but not limited to work known in the industry as "drywall clean-up and scrapping."
3. All work in connection with the application of gypsum cement or concrete/poured gypsum floor underlayment. The inclusion of this work shall be effective as of December 1, 1987.
4. No limitation shall be placed on the work covered by this Agreement by reason of the surface or texture or purpose for which the materials described, herein, are used, designed or intended, nor because of technological innovation which may alter the method of performing the covered work.
5. It is further specifically understood that the installation, tying, and connection of all types of light iron and metal studs and all types of light iron furring erected to receive the materials specified in this subsection, including but not limited to gypsum wallboard, walls, partitions, ceiling heat panels, backing boards, plastic or acoustical materials or any material attached to the above described light iron construction is specifically included in the work covered by this Agreement.
6. The Union shall have jurisdiction over and shall be assigned the following work; erecting, constructing, installing and completing of all light iron construction, furring; false work and or built up; making and erecting of brackets, clips, and hangers; wood, wire and metal lath; plaster board, dense glass, exterior sheathing board, foam board, or other material except foam board attached to concrete or masonry substrate with cementitious adhesive which takes the place of same to which plastic, foam board or acoustical material is adhered; corner beads, all floor construction; arches erected for the



purpose of holding plaster, cement, concrete, or any other plastic, to include but not limited to fiber glass, or acoustical material.

7. All carrying bars, purlins and furring, regardless of size; light iron and metal furring of all descriptions such as rods, channels, flat iron, naillock, screw lock, pomero, T-Bar, M-Bar, Z-Bar, metal splines and other ceiling bars or systems for the receipt of metal lath, rock lath, gypsum board, acoustical tile or any other materials and all light iron and metal studs such as Stran Steel, Penn Metal, Soule, Truscon, or other trade names of metal studs, and all other types of light iron or metal studs, no matter what the manufacturer, when such studs are to receive a drywall finish, such as gypsum board, wallboard, wooden paneling, etc. or when such studs are to receive metal lath, rock lath or other material for the application of plaster or other sprayed on wet material; and all other light iron furring erected to receive lath and plastic or acoustical materials.
8. The nailing, tying, and fastening of all wire and metallic lath such as wirecloth, wire mesh, expanded metal lath, hyrib lath and all rib and flat expanded metal lath and wire of all descriptions as well as the placing of all hangers and all inserts used for the purpose of supporting suspended ceilings of any of the above types of light iron and metal furring which receive lath and plastic or acoustical materials; the placing of all types of floor lath, such as hyrib lath, paperback steeltex floor lath, Penn metal rib, and all other appurtenances connected, therewith.
9. The tying, nailing, slipping, or fastening of all types of lath, regardless of size, such as wood lath, plaster board, button board, flaxinum board, bish-opric celotex, gypsum lath, rocklath, sheetrock, or any and all other types of material erected to receive or hold plastic or acoustical material.
10. The erection of any and all mechanical acoustical systems such as Cupples, Economy, Fiberlas, Jackson, Reynolds Aluminum, Securitee, Innerlock Grid, or any other type or kind which takes the place of same to which acoustical materials is attached or adhered.
11. The erection of all metal plastering accessories such as metal corner beads, door and window casing beads, metal picture, mold, metal chair rail, metal base and base screed, and any and all other metal plastering accessories which are covered and/or serve as a ground, guard, or screed for plastic material.
12. Installation of reinforced concrete construction where such agreements prevail.
13. Such other work related to the above as such other work may now exist or may come into being as a result of the development of new methods and new material.
14. The handling on the job site of all material or materials falling within the above trade jurisdiction from the site of delivery on the job to the point of the job where work is to be performed with said mate-

rials. The operating of forklift and gradall and what is known in the industry as "drywall stocking".

15. **FORM CARPENTER** - Makes, sets and strips forms used in concrete work. Prefabs or constructs and erects forms for footings, foundations and/or slab edges of houses, buildings, structures of all descriptions, whether made of wood, metal, plastic, foam or any other type of material; fabricates or erects forms for walls, columns, beams, floors, decking and other structural parts of houses, building, or any structure and strips/dismantles all forms to be re-used. Fabricates, erects, and dismantles all falsework. Where power is used for setting or dismantling of forms or any other material erected by Carpenters, all handling and signaling shall be done by Carpenters.

With respect to foam, notwithstanding any attempt to characterize it as a "block," the parties explicitly understand and agree that it is a form with the exception of foam blocks which replace masonry blocks (no larger than 8"x12"x16"). The ratio of journeyman/apprentice will be 1 to 2.

The fabricating and/or setting of all templates including anchor bolts necessary for structural members or machinery and the placing and/or leveling of these bolts is included.

All framing in connection with the setting of metal forms. The setting of all forms, centers and bulkheads, the fabrication and setting of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one member. Setting of forms for sidewalks, curb and gutters, and all welding incidental to carpentry.

All handling, signaling in the air, receiving, placing, welding, bolting, setting, plumbing, aligning and securing of all precast, prestressed and post-stressed concrete work.

The operation of slip forms, jump forms or lift slab machinery whether operated manually or operated mechanically by portable operating devices, used to handle material to be installed or erected by members of the United Brotherhood of Carpenters and Joiners of America and all tagging (tagline used as temporary braces) and signaling incidental to the trade.

The erecting of wood cooling towers and wood tanks.

16. **FRAMER/ROUGH CARPENTER** - Layout, cutting, framing, joisting, sheathing, stacking, siding, exterior finish (does not include EFS, GRFC or similar products) and pick-up work in the erecting of structural parts of a house, building or structure made of wood or any substitute such as plastics, metal or composition materials; this includes and is not limited to walls, floors, roofs, ceilings and partitions; the layout, cutting, assembling and erecting of rough stair carriages and platforms. Installs all prefabricated window frames and strip jalousies.



The laying out of all work and operation of all tools and equipment for cutting, handling, assembling, fabrication of all prefabricated structural members whether done at the jobsite, or a construction compound. (NOTE: Does not cover cabinet shops or truss manufacturing plant.)

The installation of all moldings and trims made of wood, plastic, or composition material.

17. **FINISH CARPENTER** - The jobsite fabrication and/or installation of all interior finish work. The jobsite fabrication, setting, hanging and/or installation of wood, metal, plastic and composition doors, sash, jambs, bucks, casings, windows and other frames, mouldings, chair rails, mantels, base or mop boards, wainscoting, furniture (headboards and other screwed down items), vanities, counter-tops, solid surface material including but not limited to Avonite, Corian, Gibraltar, Hi-Macs, Staron, Surell, Fountainhead, Swan Stone, Cultured Marble, and similar materials (except where metal, stone or tile), wardrobes, framework, partitions and trim materials for bathrooms made of wood, metal or plastics or composition materials; stocking, handling and installation of all hardware; installation of all prefinished wall paneling (does not include prefinished metal panels), mirror closet and other doors and other prefinished components; installation of bowling alleys and exhibits and displays.

The erection of wooden fencing. The erection of plastic/vinyl fencing. All composite crews performing plastic/vinyl fencing will consist of at least fifty percent (50%) Carpenters.

The installation of wood, plastic or metal awnings, door shelters, and marquees. The fabrication/installation/erection of raised/elevated floors.

Building and erecting stairs, shelving, racks whether of wood or other materials; making and fitting of wood screens; putting on weather strips and caulking. The installation of laboratory equipment including cabinets and work benches, bookcases, blackboards, bulletin boards, bill boards, meterboards and boards of all types.

The laying out and jobsite manufacturing, either by hand or machine, all easements and casements, newal posts, stringers, risers, treads, wainscoting or panel work for stairs; the making of moulding for stairs; the erecting of the stairs complete, including the furring, both of sides and underneath same; working and erecting of all hand rails and balusters. (NOTE: Does not cover metal stairs in high rise buildings, but does cover all other types of stairs even where underground.)

The assembling and setting of all seats, regardless of materials, in theaters, halls, churches, schools, banks, stadiums, and open-air theaters and other buildings.

The assembling and/or installations of all bleachers (regardless of material), athletic equipment used in institutional facilities and gymnasiums. Does not apply to supply and install contracts. In the event

that the Contractor does not put said work out to bid then said work must be assigned to a Contractor signatory to the Carpenter's Union. If the Contractor puts the work out for bid and the Contractor receives two (2) or more responsive bids from signatory Specialty Contractors that are domiciled on the same island, then the Contractor shall award the work to one of the two (2) signatory bidders. If such two (2) bids are not received, the Contractor shall be free to award the work to any bidder.

18. **GARAGE DOOR INSTALLERS** - installs all types of garage doors and overhead doors whether they be manual or automatic, sliding, swinging or overhead, including but not limited to setting the tracks and/or runners, assembling the panels, installing of all hardware, and installing and hooking-up the motor when called for; adjusting, testing, repair and maintenance. In the event that the Contractor does not put said work out to bid then said work must be assigned to a Contractor signatory to the Carpenter's Union. If the work is on the neighbor islands, the Contractor puts the work out for bid and the Contractor receives two (2) or more responsive bids from signatory Specialty Contractors that are domiciled on the same island, then the Contractor shall award the work to one of the two (2) signatory bidders. If such two (2) bids are not received, the Contractor shall be free to award the work to any bidder.

19. **MILLWRIGHT AND MACHINE ERECTORS** - shall mean the dismantling, aligning, erecting, assembling, repairing, maintenance, and adjusting of all permanent machinery and equipment installed in buildings, factories, structures, processing areas either under cover, under ground or elsewhere required to process material, handle, manufacture or servicing.

20. **PILEDRIIVER/SHEETPILER, CAISSON DRILLER** - handles the drilling, driving, and/or placement of piles for any type of structure irrespective of material composition of pile(s). All carpentry (piledriver) type of work connected with the construction of any pier, wharf, dock, cofferdam or structural foundation. Piledriving includes the complete construction of all templates (temporary or permanent) including welding. The operation of all piledriving hammers, extractor, or other type power pack if controlled remotely from the crane operator (the crane operator and assistants to the engineer are not included in this classification.) All piledriving and/or carpentry work performed on a stationary or floating barge with the exception of barge winch, crane operators and assistants to the engineer. The installation of interlocking contiguous or parallel sheet pile walls (not means to include either skip sheet or wood plank trench shoring.)

21. **POWER SAW OPERATOR** (2 h.p. and over) - handles any powered saw 2 horse power or more. Makes his own cut list or takes a cut list from others and cuts material to size.



22. **HARDWOOD FLOORLAYER** - shall cover the laying and finishing of all hardwood floors, the installation of all accessories related to the laying, **scrapping and sanding either by hand or machine**, all wood, wood block, and wood composition.
23. **PATENT SCAFFOLD ERECTOR** (14 ft. and over) - handles, erects and dismantles patent scaffolds. When over 14 feet in height, erection will be from ground/base/floor up. When used for shoring it will be done by Carpenters regardless of height.
24. **PNEUMATIC NAILER** - handles tools used for nailing, powered by compressed air or gas.
25. **TRANSIT AND/OR LAYOUT MAN** - works off of surveyors' established points and elevations, lays out the location of the building to be built and establishes control lines to layout the building. Does the building layout as well as the interior layout with or without the use of a transit or other instruments. Also gives elevation lines.
26. **WOOD SHINGLER** - applies wood shingles and/or shakes to roofs and/or walls of a structure.
27. **DIVERS/UNDERWATER CONSTRUCTION WORKERS** - handles all diving incidental to CARPENTERS/PILEDRIERS/SHEETPIERS/CAISSON DRILLER work. (Does not cover undersea cables, pipes or outfalls, force mains and dredging.)
28. **WELDERS** - handles all welding incidental to Carpenters work.
29. **ALLIED WORKERS** - handles erection and dismantling of wood or wood substitute protective barriers (exterior site barricades and primary encapsulating barricades that do not touch any asbestos) connected with the removal, abatement or demolition of asbestos containing material ("ACM") and/or other hazardous materials.
30. **ACOUSTIC AND DRYWALL APPLICATOR; INSULATORS** - shall perform all work in connection with the installation, erection and/or application of all materials and component parts of walls, partition floors, ceilings and roofs, regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to all types of light iron and metal furring, runners and studs; gypsum drywall materials and laminated gypsum systems; fireproofing, sound and thermal insulation materials; fixture attachments; and all layout work incidental to the trade.  
  
No limitation shall be placed on the work covered by reason of the surface or texture or purpose for which the materials described herein are used, designed or intended. All distribution and handling of materials on the jobsite from the building or floor stock pile or individual rooms in the case of a high rise.
31. **LATHERS** - shall perform the erecting, constructing, installing and completing of all light iron construction including but not limited to all carrying bars, purlins and furring, regardless of size; all light iron and metal furring and studs of all descriptions;

all types of lath, regardless of size and composition - wood, wire, metal, plaster board or any other material which takes the place of the same, erected **for the purpose of holding plaster, cement, concrete** or any other plastic or acoustical material. All distribution and handling of materials on the jobsite from the building or floor stock pile or individual rooms in the case of a high rise.

The above classification of work shall be in compliance with any jurisdictional agreements between international unions.

- C. This Agreement covers provisions in the Employee Retirement Income Security Act (ERISA) of 1974.

### SECTION 3. RECOGNITION

- A. The Association and each Contractor covered hereby recognizes the Union as the exclusive representative of all employees covered by this Agreement.
- B. The Union recognizes the Association as the exclusive collective bargaining representative of its individual members who are, or who become signatory to this Agreement.
- C. Contractor coverage under this Agreement shall be accomplished by Contractor signature and Union counter-signature of the "Memorandum of Agreement and Certification of Receipt and Acceptance" form, a copy of which is attached hereto as an Exhibit "E" and made a part, hereof.
- D. The Union will notify the Association in writing of new Contractors who are, or who become signatory to this Agreement, and it shall also notify the Association, in writing, whenever any contracts are terminated or cancelled.
- E. General Contractors doing drywall and lath work must be a party to the Agreement covering drywall and acoustical workers, and lathers in the State of Hawaii.
- F. **Recognition of 9(a) Status:** The Union claims and the Contractor acknowledges and agrees, that a majority of its employees performing covered work have authorized the Union to represent them in collective bargaining. The Union has offered to establish its majority status by allowing Contractor to examine authorization cards voluntarily executed by employees in the appropriate unit and Contractor is satisfied that the Union represents such majority and has waived the opportunity to examine such cards; therefore, Contractor recognizes, pursuant to Section 9(a) of the LMRA the Union as sole and exclusive bargaining representative of all employees covered under this Agreement performing bargaining unit work.

### SECTION 4. MUTUAL OBLIGATIONS AND RESPONSIBILITIES

- A. By ratification of this Agreement, the Contractor guarantees that he will pay specified wage rates, make certain contributions toward employee benefits, and provide certain terms and conditions in return for the services and labor of employees covered, hereby.
- B. In consideration of the above, each employees covered by this Agreement has a definite obligation and respon-



sibility to better their efficiency, to upgrade their skills and to perform a full eight (8) hours work each and every workday.

- C. In line with this, the Union and the Association, hereby, commit themselves to cooperate with one another in the development of ways, means and programs that will make for a more efficient, productive, and responsible work force, and which will otherwise re-kindle pride in the Drywall and Acoustical crafts and their rightful status within Hawaii's construction industry.

#### SECTION 5. NON-ASSOCIATION CONTRACTORS

- A. Because of the costs incurred by the Association in developing and administering the Hawaii Carpenters Drywall Training Fund and Program, and other funds, and in performing other services in behalf of all Drywall and Acoustical workers and Contractors engaged in the Drywall and Acoustical industry in the State of Hawaii, as well as the Association's services to said Industry, as provided by and through the Grievance Procedure, the Joint Industry Committee, and by otherwise administering this Agreement, every Contractor covered by or signatory to this Agreement who is not a member of the Hawaii Wall and Ceiling Industry Association, shall pay a monthly fee, equivalent to 10% of the total cost of benefits paid by the non-association contractor. Fringe benefits shall include but are not limited to all payments made to the following Funds: The Hawaii Carpenters Health and Welfare Fund, the Hawaii Carpenters Financial Security Fund, the Hawaii Carpenters Vacation and Holiday Fund, the Hawaii Carpenters Market Recovery Fund, the Hawaii Carpenters Apprenticeship and Training Fund, the Hawaii Drywall Training Fund, and The Hawaii Carpenters 401(k) Fund. The Administrator of the various Trust Funds shall provide the Hawaii Wall and Ceiling Industry Association with a monthly report of the total fringe benefits paid by each non-association contractor. The Association may, but shall not be required to contract with the Trust Fund to collect the monthly fee on behalf of the Association.
- B. In consideration of such fee the Hawaii Wall and Ceiling Industry Association, will provide the aforesaid service to said non-association Contractor in the same manner as if he were a member of said Association.
- C. Any other provisions to the contrary, notwithstanding, the Union may terminate this Agreement with any Contractor who fails to pay this fee to the Association(s) as provided herein. In no event, however, shall the Union force any Contractor to join the Association.

#### SECTION 6. UNION SECURITY

- A. Each employee covered by this Agreement shall, as a condition of continued employment, become a member of the Union not later than the eighth (8th) day following the date of his employment, or the execution date of this Agreement, whichever is later, and he shall, thereafter, maintain such membership in good standing by continuing to tender dues to the Union for the duration of this Agreement.

- B. This Union agrees to consider for membership all present and future employees who apply for membership. If an applicant is denied membership by the Union, he shall not be required to comply with the provisions of this Section.
- C. If any employee fails to pay or to tender the normal, regular Union initiation fee and dues, said employee shall, upon written notice to the Contractor from the Union, be discharged.
- D. The Union shall be promptly notified whenever an employee covered by this Agreement is hired. This notification may be accomplished either by return of a contractor-signed copy of the Union's referral slip or by submission of a Confirmation of Hiring Form.

#### SECTION 7. AUTHORIZED DEDUCTIONS

- A. If an employee signs proper authorization form (sample copies of which are attached, hereto, as an Exhibit), the Contractor shall deduct from the wages of said employee, all Union dues, Union initiation fees, Union assessments, Hawaii Carpenters 401(k) Fund employee contributions, and Carpenters' Federal Credit Union payments, which are due for said employee. Except as provided in paragraphs C and D below, the aforesaid deductions will be made on a once-a-month basis only.
- B. In requesting deductions for "assessments," the Union shall restrict such request to assessments assessed on all members of the Union employed by the Contractors covered, hereby, or signatory, hereto, on a uniform basis as an incident of membership in the Union.
- C. No deduction for Union dues, initiation fees, assessments, and Credit Union payments shall be made unless the employee has at least twenty (20) hours of wages due for the week.
- D. If the employee's earning for the payroll period from which the aforesaid deductions are made amount to less than twenty (20) hours of wages, then deductions from said employee's wages shall be made from the next succeeding weekly pay period from which he does have twenty (20) hours of wages or more due him and for each such weekly pay period, thereafter, until the full amount of said employee's obligations to the Union and/or Credit Union are satisfied.
- E. All monies deducted pursuant to this Section shall be transmitted by the Contractor to the Union and/or to the Credit Union, as the case may be, within fifteen (15) calendar days after the deduction is made. Said transmittal shall be by way of check drawn to the order of the Union, and/or Credit Union, as the case may be.
- F. In the event the Joint Industry Committee determines that a Contractor has intentionally violated this Section, it shall impose the following penalties on said Contractor:
- (1) liquidated damages in the amount of twenty percent (20%) of such delinquent and unpaid dues or twenty dollars (\$20.00), whichever is greater, for each and every delinquent monthly amount;
  - (2) all audit and collection costs, and
  - (3) if the delinquency is turned over to an attorney for collection, reasonable attorney's fees in the amount



of twenty-five percent (25%) of the amounts specified in (1) and (2) above, and all costs of action.

- G. Upon issue of such check(s) and the transmission of same to the Union and/or Credit Union, as the case may be, all responsibility on the part of the Contractor shall cease with respect to any amount so deducted, so long as such check(s) are honored on being presented for payment. The Union hereby undertakes to indemnify and hold the Contractor harmless from any claims that may be made upon said Contractor for, or on account of any such deductions from the wages of any employee.
- H. The transmission to the Union of valid checks issued shall be the responsibility of the Contractor. Where one or more checks are not received by the Union in a proper and timely manner, the Contractor may be placed on a "transmittal verification" listing after being verified by the Joint Industry Committee. The Joint Industry Committee shall have a subcommittee composed of the co-chairs to expeditiously make decisions in such cases. The Union shall notify the Contractor, in writing, of such "transmittal verification" listing, and thereafter the Contractor shall transmit checks to the Union by Certified Mail, Return Receipt Requested, until notified by the Joint Industry Committee, in writing, of the removal of the Contractor from the "transmittal verification" list.
- I. All deductions and assessments shall comply with all State and Federal laws.
- J. Contractors acknowledge that dues deductions are employee wages and that failure to transmit said dues once deducted in an unlawful retention of monies that do not belong to Contractors.

#### SECTION 8. NO STRIKE OR LOCKOUT

- A. The parties hereto agree that during the term of this Agreement there shall be no lockout by the Contractor, nor any strike, stoppage of work, or slowdown on the part of the Union or its representatives or on the part of any employee covered by the terms of this Agreement, except as provided under paragraphs B, C, and D, below.
- B. Nothing in this Agreement shall be construed as giving a Contractor the right to require his employees to cross a legitimate picket line. A legitimate pick line is one that is not in violation of the law.  
Employees who exercise their option of refusing to cross a legitimate picket line shall not be disciplined, discriminated against, or suffer any adverse treatment by the Employer.
- C. If a Contractor fails to make timely payment to any of the Trust Funds provided for in this Agreement, OR if he fails to make timely transmittal of amounts deducted for Union dues, initiation fees, assessments, and/or Credit Union payments, as provided for under Section 7 (Authorized Deductions), and so long as either of these conditions continue, it shall not be a violation of this Agreement for the Union to withdraw its members from the performance of work for said Contractor. In each case the Union shall give written

notice to the Contractor involved of its intent to withdraw his employees, and the Contractor shall be given five (5) working days from receipt of said notice in which to make necessary full payment. If such full payment is not made within said five-day period, the Union shall then be free to withdraw his employees and to continue said withdrawal until full payment is made.

- D. If, under the provisions of Section 23 (Grievance Procedure and Arbitration), a determination is made by the Joint Industry Committee or the Arbitrator, as the case may be, that a Contractor covered by this Agreement is using an "alter-ego" or single/joint employer operation to circumvent the provisions of this Agreement, it shall not be a violation of this Agreement for the Union to withdraw its members from the performance of work from said Contractor.
- E. It is mutually understood and agreed that neither the Association, the Contractor, or the Union shall be liable for damages caused by the acts or conduct of any individual or group of individuals who are acting or conducting themselves in violation of the terms of this Agreement, provided that such action or conduct has not been specifically authorized, participated in, fomented, or condoned by the Association, any Contractor, or the Union, as the case may be.
- F. In the event of any unauthorized violation of the terms of this Agreement, responsible and authorized representatives of the Union, the Association, or the Contractor, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized persons into compliance with the terms of this Agreement. Such individuals acting or conducting themselves in violation of the terms of this Agreement shall be subject to discipline, up to and including discharge.

#### SECTION 9. DISCIPLINE OR DISCHARGE

- A. The Contractor may discipline or discharge any employee only for just cause.
- B. A probationary period of ten (10) working days, shall be established for all new employees. During such period such new employees may be summarily discharged.
- C. Any discharged employee, other than probationary employees, shall be furnished the reason for his discharge in writing within two (2) working days of the effective date of the discharge.
- D. If the Contractor takes action under this Section, which the employee or the Union believes is improper or unjustified, the employee and/or the Union shall have the right to process such grievance through the Grievance Procedure, as provided under Section 23 (Grievance Procedure) and Section 24 (Arbitration).

#### SECTION 10. WAGES

##### A. Wage Schedule:

Attached hereto as Exhibit "A," and made a part of this Agreement is the Wage Schedule which shall be effective for the term of this Agreement.



## B. Payment of Wages.

1. Wages shall be paid weekly. The employee shall receive all wages due no later than quitting time on the employee's normal pay day.
2. No more than one (1) calendar week's wages shall be withheld at any one time.
3. In the event the employee's normal pay day falls on a holiday (whether recognized by this Agreement or not), on which local banks will be closed, the Contractor will provide the employee with his paycheck on the day preceding the holiday.
4. Unless due to an emergency situation, or other verifiable extenuating circumstances acceptable to the Joint Industry Committee, where an employee's paycheck is not available for him on the jobsite by quitting time on his normal pay day, said employee shall be entitled to a penalty payment of eight (8) straight time hours for each working day that said paycheck is not available (including the day on which said paycheck was due). In addition, the Contractor shall also pay the employee for any finance charges or penalties (such as checking account overdraft charges, late payment charges, interest penalties and the like) that are charged to an employee as a result of a late paycheck or a paycheck "bouncing," due to insufficient funds. The Contractor shall also reimburse the employee for the cost of any long-distance telephone calls relating to the matter, as may be made by the employee. The payment of such penalties and reimbursement of charges to the employee is not "wages" subject to employment taxes and withholding.
5. When an employee is laid off for lack of work, said employee shall be paid all wages earned and due as of the time of separation on the employee's last day of work.
6. When an employee is discharged for cause, said employee shall be paid all wages due at the time of discharge. However, if the discharge occurs at a time and under conditions which prevent the Contractor from making immediate payment then all wages due must be paid to the employee no later than quitting time on the working day following the date of discharge.
7. When an employee quits, said employee shall be paid all wages due no later than the next regular pay day, either through regular pay channels, or if requested by the employee, by mail.
8. When an employee sustains an industrial injury or illness covered under the State of Hawaii Workers' Compensation Law, he shall be paid his full wages on the day on which the injury/illness occurred as long as the employee provides the Contractor with a physician's statement verifying his treatment and disability for the remainder of the day. The employee shall be allowed to go to a physician of his choice.
9. If a Contractor is delinquent in the payment of wages due to any of his employees, his employees

may stop work until the delinquent wages are paid, and such work stoppage shall not be deemed a violation of this Agreement.

10. Contractors must maintain a bank account with a local Hawaii bank or financial institution and all payroll must be drawn from such local bank or financial institution.

## C. Work on Pacific Ocean Islands Outside the State of Hawaii.

If an employee, who is hired in the State of Hawaii, is required by the Contractor to report to work on any Pacific Ocean Islands outside the State of Hawaii, said employee shall be paid at no less than the wage rates specified in an Exhibit (which is attached hereto). The Contractor shall also make payments to the Financial Security Fund, Market Recovery Program, Health and Welfare Trust Fund, the Vacation and Holiday Fund, the Retiree Medical Fund, the 401(k) Fund, and to the Training Fund and any other fund that may be established during the term of this Agreement.

## SECTION 11. WAGE BOND

Any Contractor who fails, at any time, to pay the wages to his employees when due, shall on demand of the Union immediately post a wage bond or an equivalent amount in cash-in-escrow with the Union, during the term of this Agreement in the following manner:

- A. **Obligee:** Each Contractor, as a principal and bonding company as surety, shall name the Union as obligee of the bond.
- B. **Amount:** The amount of the bond or cash-in-escrow shall be based on the number of bargaining unit employees employed by the Contractor times the existing straight time rate of pay for said employee, per hour, times eighty. Adjustment in the bond or cash-in-escrow amount, if necessary, shall be made on December 1, March 1, June 1, and September 1.
- C. **Claim:** Claims for two weeks' wages against the bond or cash-in-escrow, shall be made by the Union if wages due any employee of a Contractor are not paid within two (2) weeks from the due date and the Union agrees that in making such claim against the bond or cash-in-escrow, and in collecting such wages from either the surety company or cash-in-escrow or from the Contractor, it will be acting as the agent of such unpaid employees and after such unpaid collection it will promptly remit full payment to the employees of the amount due each of them.

## SECTION 12. HOURS AND OVERTIME

### A. Workweek

1. The standard workweek shall be Monday through Friday, inclusive.
2. However, in the event that weather, equipment breakdown, power failure, accident which results in fatality, and/or any other condition or circumstance which is beyond the control of the Contractor prevents employees from starting work on any one or more of the regularly scheduled Monday through Friday workdays or prevents employees



from working a full shift on any of said days, then Saturday, at the Contractor's option, may be scheduled as a make-up day at the employee's regular straight time rate. On said Saturday, the straight time rate shall apply for the employee's first eight (8) hours of work or upon completion of forty (40) straight time hours of work for that week, whichever occurs first; one and one-half (1½) times the employee's regular straight time rate for all hours worked, thereafter.

3. Also, subject to mutual agreement with the Union, the Contractor may establish a workweek of four (4) ten (10) hour days on weeks where a holiday is observed.
4. Overtime at one and one-half (1½) times the employee's regular straight time rate shall be paid for:
  - (a) all work performed in excess of eight (8) straight time hours in any one day, OR
    - (i) in excess of ten (10) straight time hours in any one day where a workweek of four (4) consecutive ten (10) hour days has been scheduled by mutual written agreement between the Contractor and the Union.
    - (ii) in excess of nine (9) straight time hours, Monday through Thursday, and four (4) hours on Friday where such a workweek has been scheduled by mutual written agreement between the Contractor and the Union.
  - (b) all work performed in excess of forty (40) straight time hours in any one week.

**NOTE:** At the present time paragraphs 2 and 3 above, are applicable ONLY on PRIVATE and FEDERAL jobs. The law would have to be changed in order for said paragraphs to be applicable on State or County projects.

#### B. Workday

Except where shift work or night work is scheduled the normal workday shall begin between the hours of 6:00 a.m. and 8:00 a.m., provided, however, that if a State law, local ordinance or job specification requires that work not commence until a later hour, then the starting time for such job shall be established in accordance with said law, ordinance, or job specification, and provided further, that other starting times, also without payment of overtime, may be established by mutual agreement between the Contractor and the Union.

#### C. Overtime

##### 1. Monday through Friday

Overtime at one-and-one-half (1½) times the employee's regular straight time rate shall be paid for:

- (a) All work performed before a shift begins and after it ends.
- (b) All work performed in excess of eight (8) straight time hours in any one day, or in excess of forty (40) straight time hours in any one week.

##### 2. Saturday Work

All work performed on Saturday shall be paid for as follows: One-and-one-half (1½) times the straight time rate for the first eight (8) hours, and two (2) times the regular straight time rate for all work performed after eight (8) hours; provided, however, that if Saturday is being worked as a "make-up" day, then the payment provisions as set forth in Section 12 A.2., shall apply.

##### 3. Sunday Work

All work performed on Sundays shall be paid for at one and one-half (1½) times the employee's regular straight time rate.

##### 4. No Pyramiding

Whenever two (2) or more overtime or premium rates are applicable to the same hour or hours worked, there shall be no pyramiding, or adding together of such rates and only the higher of the applicable rates shall be applied.

##### 5. Assignment Of Overtime Work

If any overtime work is to be assigned, the work shall be assigned to the members of the crew (to the extent needed) who, during the regular workday, had been performing the work involved; provided, however, that whenever overtime work is to be worked on the project on which the Union Steward is working, said Steward shall be offered the first opportunity to perform said overtime work, provided he is qualified and competent to perform the work required.

#### D. Meal Period

1. An employee covered by this Agreement shall be afforded a meal period of at least thirty (30) minutes, to begin within the period from the third through the fifth hours of a shift. If an employee is required to work more than five hours without starting a meal period, said employee shall be paid at the applicable overtime rate for all time worked after said fifth hour until such time as he is afforded the opportunity to eat.
2. If the employee is already being paid at an overtime rate by reason of Saturday, Sunday or Holiday work the aforementioned meal period penalty shall be computed as follows:
  - (a) If working at a time-and-one-half (1½) rate, he shall receive two (2) times his regular straight time rate for all time worked after said fifth hour until such time as he is afforded the opportunity to eat.
  - (b) When overtime work exceeds two-and-one-half (2½) hours past quitting time, employees shall be afforded a meal period of at least one-half (½) hour at the end of said two-and-one-half (2½) hours. The Contractor shall provide the employee(s) with a meal of good quality.
  - (c) If the employee is not afforded a meal period as provided for in paragraph (b), above, said employee shall be paid at two (2) times the employee's regular straight time rate for all



time worked after the applicable period of over-time work until such time as said employee is afforded the opportunity to eat.

#### E. Shift Work

1. **Two-Shift Operation:** Where a two-shift operation is scheduled, an employee's first eight (8) hours of work per day on his/her shift (exclusive of meal period) shall be paid for at said employee's regular straight time rate; provided, however, that where a two-shift operation is scheduled on the basis of a workweek of four (4) consecutive ten (10)-hour days, then the straight time rate shall be paid for the employee's first ten (10) hours of work per day on his/her shift (exclusive of meal period).
2. **Three-Shift Operation**
  - (a) Where a three-shift operation is scheduled, an employee's first eight (8) hours of work per day on his/her shift (exclusive of meal period) shall be paid for at said employee's regular straight time rate. The length and schedule of working hours on any shift (whether 8, 7½, 7 hours) shall be as determined and scheduled at the Contractor's option; provided, however:
    - (1) that on each shift (whether scheduled on a 8, 7½, or 7 hour basis), the Contractor shall nevertheless afford the affected employees with eight (8) straight time hours of work opportunity (exclusive of meal periods) or pay for same, unless the employee quits, voluntarily lays off, or is suspended or discharged prior to the completion of said eight (8) hour period, or the Contractor is unable to provide such work due to weather conditions, equipment breakdown, power failure, work stoppage or other labor dispute, accident, or other reason outside of his/her control, and
    - (2) that where shifts of less than eight (8) straight time hours are scheduled and worked, Contractor payments to the Trust and other Funds as provided for in this Agreement shall be at eight (8) hours.
  3. On shift work: (a) men working a shift who come off work on Saturday morning are to be considered working Friday; (b) men working a shift coming off on Sunday morning are to be considered working Saturday; and (c) men working a shift coming off work on Monday morning are to be considered working Sunday.

#### F. Show Up Time

1. Employees or qualified applicants ordered to report to work at a job site for whom no employment is provided shall be entitled to one (1) hour's pay unless prevented from working for reasons beyond the control of the Contractor (including inclement weather).
2. The Contractor may require or request an employee to remain on the job for up to thirty (30) minutes past the employee's normal starting time pending possible abatement or cessation of inclem-

ent weather or other cause which has prevented work from starting, without paying show-up time to said employee. Should such requirement or request extend beyond thirty (30) minutes past the employee's normal starting time, said employee shall be entitled to show-up time of one (1) hour's pay, unless such employee quits, voluntarily lays off, or is suspended or discharged prior to the completion of said one (1) hour period. If the Contractor has the employee start work pursuant to such requirement or request, said employee will be entitled to a minimum of one (1) hour show-up time unless such employee quits, voluntarily lays off, or is suspended or discharged prior to the completion of said one (1) hour period.

3. Said show-up time shall not be considered as hours worked for purposes of making Contractor contributions to the various Trust and other Funds as provided in this Agreement; provided, however, that if, after remaining on the job as provided above said employee is put to work, then said Stand-by time shall be counted as hours worked for the purpose of making Contractor contributions to the various Trust and other Funds as provided in this Agreement.

#### SECTION 13. HOLIDAYS

- A. The following days shall be considered holidays and work performed on said days shall be compensated for as follows:

1. At One-And-One-Half (1½) Times The Employee's Straight Time Rate

New Year's Day	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Kamehameha Day	Christmas Day
Fourth of July	

2. At Three (3) Times The Employee's Regular Straight Time Rate

Labor Day

- B. **Holidays Falling On Saturday or Sunday**

In the event any of the above-listed holidays falls on a Saturday, the preceding Friday shall be considered the holiday. In the event any of the ten (10) above-listed holidays falls on a Sunday, the following Monday shall be considered the holiday.

- C. **"Switching" And/Or Substitution Of Any Holidays**

On a project-by-project basis, the Contractor may, by written mutual agreement with the Union, "switch" any of the ten (10) above-listed holidays to a day other than the day on which it falls, and/or to substitute the day after Thanksgiving as a holiday in place of any of the ten (10) listed holidays. The Contractor will notify the Union of its desire to "switch," and/or substitute any of the above holidays. Such notification shall be made at least five (5) calendar days prior to the effective date of any "switch" in holidays. However, should any employee be laid-off, suspended or discharged prior to a mutually agreed day switched and/or substituted for any of the ten (10) above-listed holidays, they will



receive the overtime rate of pay for all hours worked on the applicable above-listed holiday.

**NOTE:** At the present time, paragraph C., immediately above, can be applied without penalty ONLY to PRIVATE and FEDERAL projects. With respect to State and County projects, however, State law requires that the time-and-one-half (1-1/2) rate be paid for any work performed on State and County recognized holidays.

## **SECTION 14. EMPLOYEE BENEFITS AND CONTRACTOR PAYMENTS**

### **A. Health & Welfare**

Each Contractor shall participate in the Hawaii Carpenters' Health & Welfare Fund (hereinafter referred to as the "Health and Welfare Fund") under the terms and conditions as set forth in the Hawaii Carpenters' Health & Welfare Fund Declaration of Trust Agreement, as executed December 28, 1977, and as it may be amended in the future and at the rates set forth in Exhibit "A-1".

### **B. Training Fund**

Each Contractor shall participate in the Hawaii Carpenters' Drywall and Lather Training Fund (hereinafter referred to as the "Training Fund") under the terms and conditions as set forth in the Hawaii Carpenters' Training Fund Declaration of Trust Agreement as executed December 28, 1977, and as it may be amended in the future and at the rates set forth in Exhibit "A-1".

### **C. Vacation and Holiday Fund**

1. Each Contractor shall participate in the Hawaii Carpenters' Vacation and Holiday Fund (hereinafter referred to as the "Vacation and Holiday Fund") under the terms and conditions as set forth in the Hawaii Carpenters' Vacation and Holiday Declaration of Trust Agreement as executed December 28, 1977 and as it may be amended in the future and at the rates set forth in Exhibit "A-1".
2. For tax purposes, all Contractor contributions made pursuant to Section 14.C.1. and 5. hereof shall be deemed to be a part of the wages due to the employees. Each Contractor shall deduct federal and state withholding and FICA taxes from each employee's wages as required by law. All contributions required pursuant to Section 14.C.1. and 5. hereof, however, shall be in the gross amount specified therein. Each deduction from an employee's wages (including, without limitation, such tax amounts and the contributions required pursuant to Section 14.C.1. and 5. hereof) shall be separately noted on the employee's paycheck.
3. Interest earned on Vacation and Holiday Funds, as deposited by the Administrative Office in accordance with the directions and actions of the Trustees, shall be transferred to a revolving account which shall be used to pay Trustee approved expenses for implementing and administering the Vacation and Holiday Fund.
4. Vacation and Holiday payments shall be made in accordance with the "Rules and Procedures Governing Vacation and Holiday Payments," or as such rules and procedures may be subsequently

amended by the Trustees of the Vacation and Holiday Fund.

5. In addition to the amounts specified in Section 14.C.1. hereof, each Contractor covered hereby shall contribute the first \$120 (or any increase or decrease in monthly dues approved by the Union's membership for a six (6) month period) of compensation earned by each employee covered by this Agreement every six months of each fiscal year (September 1 to August 31) this Agreement is in effect either to the Vacation & Holiday Fund or as supplemental dues to the Union, as follows:

- (1) The Contractor shall make such additional payment at the same time and in the same manner as he or it makes the payment specified in Section 14.C.1. hereof; and
- (2) In the report accompanying such payment, the Contractor shall (i) designate Hawaii Benefit Administrators, Inc. ("HBAI") as his or its agent to receive written supplemental dues authorizations from employees covered by this Agreement pursuant to Section 302(c)(4) of the Labor-Management Relations Act of 1947, as amended, and any revocation of such authorizations, and (ii) direct HBAI to (A) deposit the monies contributed pursuant to this Section 14.C.5. in a special account, (B) transfer monthly from such account the monies paid with respect to the work of each employee who has on file with HBAI an unrevoked supplemental dues authorization in a form complying with law to an account designated by the Union as supplemental dues, and (C) to transfer the remaining monies in said account to the Hawaii Carpenters Vacation & Holiday Fund for credit to the Vacation & Holiday Fund accounts of the other employees.

### **D. Hawaii Carpenters Financial Security Fund**

Each Contractor shall participate in the Hawaii Carpenters' Financial Security Fund (hereinafter referred to as the "Security Fund") under the terms and conditions as set forth in the Hawaii Carpenters Financial Security Fund Declaration of Trust Agreement, as executed December 31, 1987, and as said Trust Document may be amended in the future and at the rates set forth in Exhibit "A-1".

### **E. Hawaii Carpenters Market Recovery Program**

Each Contractor shall participate in the Hawaii Carpenters' Market Recovery Program (hereinafter referred to as the "Recovery Program") under the terms and conditions as set forth in the Hawaii Carpenters' Market Recovery Program Declaration of Trust Agreement as executed December 31, 1987 and as said Trust Document may be amended in the future, and at the rates set forth in Exhibit "A-1".

### **F. Hawaii Carpenters 401(k) Fund.**

Each Contractor shall participate in the Hawaii Carpenters 401(k) Trust Fund (hereinafter referred to as the "401(k) Trust Fund"), under the terms and conditions as set forth in the Hawaii Carpenters 401(k) Fund



Declaration of Trust Agreement as executed November 27, 2002, and as said Trust Document may be amended in the future, and make contributions as set forth in the attached Exhibit "A-1" which is made part of this agreement.

#### **G. Contribution Amounts**

Contribution amounts for each of the Funds or Programs shall be as set forth in Exhibit "A-1" to this Agreement, which is part of this Agreement in all respects and incorporated by reference.

#### **H. Trust Documents**

Each of the Declaration of Trust Agreements as referred to above are, by reference, incorporated herein and each Contractor covered hereby or signatory hereto agrees that he shall be bound by all the terms and conditions of said documents. Each said Contractor further agrees to the appointment of the Trustees of said Funds as designated by the Contractor Associations and hereby designates said Contractor Trustees to serve as his representatives and to act as his agent in all matters concerning the Funds.

#### **I. Hawaii Drywall Industry Improvement Program**

1. Effective as of the date listed below, each Contractor shall contribute to the Hawaii Drywall Industry Improvement Program for each hour worked by each employee and at the rates set forth in Exhibit A-1 attached hereto.
2. In accordance with the documents establishing said Program, said Funds and Program shall be administered by the Hawaii Wall and Ceiling Industry Association for and on behalf of itself and other participating Associations. Each Contractor covered hereby or signatory hereto agrees to the appointment, as his representatives, of the Trustees and Directors of said Program as designated by said Association and hereby designates said Trustees and Directors to act as his agents in all matters concerning the Fund.
3. Said Funds shall be used for purposes, programs, and staffing in matters and areas which are designed to service and improve the Hawaii Wall and Ceiling Industry Association, such as education and training, communications, market development legislation. Equal Opportunity, Davis-Bacon, and other matters involving government regulatory, enforcement, and contracting agencies, grievance handling and other contract interpretation and administration matters, and the resolution of other problem areas affecting the Drywall and Acoustic Industry which may arise.

#### **J. Contractor Payments**

##### **1. Transmittal of Contributions.**

Any other provisions to the contrary notwithstanding, Contractor contributions to the various Funds as specified and provided for above, shall be paid or postmarked by the last day of the month following the month for which the contributions are due. A consolidated transmittal form as approved by the Trustees of the various Funds and provided by the Administrative Office showing the monthly

total of compensable hours worked by each employee covered by this Agreement shall accompany such payment.

#### **2. Information and Audit**

Each Contractor shall provide the appropriate Trustees with all information necessary to carry out the purposes of the various Funds and shall permit an audit of his payroll records by an authorized representative of the Administrative Office to ascertain whether all contributions due have been paid.

#### **3. Authority of Trustees to Reduce Contributions**

The Trustees of each of the Trust Funds are hereby given authority to, and may at their discretion, temporarily reduce the rate or amount of contribution to any of said Trust Funds, or order a temporary discontinuance of payments into any of said Trust Funds if in their judgment an unjustified surplus is being accumulated in any of said Funds.

#### **4. Delinquent Contributions**

- (A) When any Contractor's contributions to any of the Trust Funds provided for under this Agreement are not paid or postmarked and mailed by the last day of the month immediately following the month for which the contributions are due, such contributions are delinquent and the Contractor shall be deemed to be in violation of this Agreement and the aforementioned Trust Agreements. The Trustees on behalf of the Trust Funds are authorized to bring whatever legal action deemed necessary to recover delinquent Trust Funds contributions, liquidated damages and interest including but not limited to the institution of any action against a Contractor, surety or co-obligor to recover monies owed by the delinquent Contractor to the Trust Funds and to the assertion, perfection and foreclosure of any lien arising from the providing of labor by employees of the delinquent Contractor. A Contractor responsible for such delinquent contribution shall pay the following to each respective Fund.

- [a] The unpaid contributions.
- [b] Interest on the unpaid contributions at the rate of twelve (12) percent per annum or the rate prescribed under Section 6621 of the Internal Revenue Code of 1954, whichever is greater, provided, however, that should such delinquent Trust Fund contributions be paid in a timely fashion as provided for herein, no interest shall be charged. Interest shall be computed from the first (1st) day following the month for which Trust Fund contributions are owed.
- [c] An amount equal to the greater of:
  - (i) interest on the unpaid contribution, or
  - (ii) liquidated damages in the amount of twenty (20) percent of such delinquent and unpaid contribution due to each respective Fund or twenty (20) dollars, is greater, for each and every delinquent monthly contribution.
- [d] All audit and collection costs, and



[e] If the delinquency is turned over to an attorney for collection, reasonable attorney's fees and costs of the action as provided for by the Employee Retirement Income Security Act, as amended.

(B) The amount specified in subsection [c](ii) above shall be due and payable to each respective Fund upon the day immediately following the date such contribution becomes delinquent and shall be in addition to the total amount of the delinquent contributions. Said amount is payable as and for liquidated damages, and not as a penalty, in that the failure of the Contractor to make the required timely payment of contributions imposes additional burden and expenses upon the Trustees in the collection thereof; in the administration of the Trust Funds, including but not limited to the processing of late contribution reports correspondence and other communication with said Contractor, and, in addition, thereto may cause a loss of benefits to employees, and loss of benefit of the use of the amounts required to be paid, all of which are difficult to accurately ascertain.

5. **Weekly Reports and Payments Of Delinquent Contractor.** Any other provision to the contrary notwithstanding, a Contractor who is responsible for delinquent contributions may be required by the Trustees of the various Funds to make and submit weekly detailed reports and payments for current contributions no later than the Friday immediately following the end of each and every week until such time as all delinquent accounts due and payable to each of the respective funds are brought current. In the event Friday falls on any holiday on which local banks will be closed, the report and payments shall be made and submitted by Thursday of that week.

6. Any other provisions of this Agreement to the contrary notwithstanding, employees may picket or stop working for a delinquent Contractor, so long as he remains delinquent, and such stoppage shall not be a violation of this Agreement.

7. The Trustees may require a new Contractor (a Contractor who signs this Agreement after September 1, 1997), to post a bond of \$1,000 or the prospective average of three (3) months' contributions or the same amount in cash-in-escrow, with each respective Fund for a period of one (1) year from the date he signed this Agreement.

8. **Project Breakdown.** A Contractor deemed delinquent by the Trust Funds will be required to provide the Trustees with information, on a monthly basis, as to the specific project on which each employee has worked the reported hours. The Contractor will be required to provide such project breakdown for a period of six (6) months following the Trust Funds' determination of delinquent status. Said obligation will not terminate until the Contractor has been deemed not delinquent for a full six months.

K. **Qualification of Trustees.** Union trustees must be union members in good standing. Contractor trustees must be current and regular employees of Contractor or former, retired employees of Contractor.

## SECTION 15. WORKING RULES

Contractor, employees, and the Union shall observe the following Working Rules:

### A. Ratio of Journeymen to Foremen/Working Foremen

On all jobs requiring five (5) or more Journeymen and/or trainees, one (1) journeyman shall be a Foreman or Working Foreman. A Working Foreman shall not supervise more than nine (9) other Journeymen and/or trainees. There shall be no other limitation or restrictions placed on the number of men assigned to any crew or to any service. The selection of Foremen and Working Foremen shall be entirely the responsibility of the Contractor.

### B. Drinking Water

1. An adequate daily supply of fresh water, cooled by ice, shall be available to employees at convenient locations on all job sites at the start of each workday, but in no event any later than one-half ( $\frac{1}{2}$ ) hour after the start of the shift. When water is supplied in containers, said containers shall be clean and Contractor shall furnish paper cups or have an OSHA-approved type of drinking fountain with rim guard to prevent the possible spread of disease.

2. **Toilet Facilities-Chemi-Toi.** Clean and adequate toilet facilities shall be provided. In the event an issue of the cleanliness of the toilet facilities is brought to the Contractor's attention, the matter shall be quickly investigated and if warranted, the situation shall be remedied expeditiously. (If a complaint comes in before 9:00 a.m., the Contractor will make a good faith effort to have it corrected by 4:00 p.m. the same day. If the complaint is made after 9:00 a.m., the Contractor will make a good faith effort to have it corrected by 9:00 a.m. of the next workday.) In the event a contractor does not comply with the provisions of this subsection, the matter shall be taken up with the Joint Industry Committee which shall have the authority to impose other conditions on the contractor or fines for non-compliance.

### C. Tools

1. The Contractor shall provide on each job site a reasonably safe place where his employees may keep their tools. At the Contractor's discretion, he may provide a list of tools not to exceed a replacement value of Eight Hundred Dollars (\$800), which the employee is required to have. The employee's tools shall be subject to periodic check by the Contractor and/or his authorized representative.

2. If an individual employee's working tools are lost by reason of fire or theft involving forcible entry while in the care of the Contractor, the Contractor shall reimburse the employee for such loss up to a maximum of Eight Hundred Dollars (\$800).



3. With the consent of the Contractor the individual employee may provide himself with any additional tools and equipment for his own personal convenience. In the event that said additional tools are lost by fire, or theft by forcible entry while in the care of the Contractor, the Contractor shall reimburse the employee the full replacement value for said tools; provided, however, that the employee had received prior consent from the Contractor to use said additional tools.

4. If an employee has lost his working tools by reason of fire or theft by forcible entry as referenced to above, said employee shall not suffer any loss time or pay because of said loss, and the Contractor shall allow such employee a reasonable amount of paid time, during working hours, to obtain replacement tools.

DRYWALL TOOL LIST: SEE EXHIBIT "G"

LATHERS TOOL LIST: SEE EXHIBIT "G-1"

5. All power tools and their accessories, as required by the Contractor shall be supplied by the Contractor.

6. All tools and equipment furnished by the Contractor shall be charged to the employee when issued to him and full credit will be given the employee upon return of the tools and/or equipment. If the employee does not return the issued tools and/or equipment, he shall reimburse the Contractor the replacement costs of the tools and/or equipment.

7. There shall be no restrictions on the full use of tools or equipment and no rule, custom, or practice shall be permitted that limits production or increases the time or number of employees required to do any work.

#### **D. Safety and Protective Devices**

1. Except for construction hard hats, which each employee shall secure on his own as part of the tools of his trade, the Contractor shall furnish all other safety and protective equipment as may be required for all hazardous material by applicable State or Federal safety regulations for the work being performed.

2. Where a special type or color of hard hat, safety goggles, or ear plugs are required either by State or Federal safety regulations, or by the Contractor then said special type or color of hard hat, safety goggles or ear plugs, shall be supplied by the Contractor.

3. The Union agrees on behalf of itself and each employee covered hereby that employees shall use the provided health and safety equipment.

4. Employees shall be responsible for the proper care, use and maintenance of such equipment as is issued or assigned to them, and they shall return same to the Contractor upon completion of its use.

#### **E. Personal Automobile**

No employee shall be required to use his personal automobile to transport the Contractor's materials or

equipment, except for tools assigned him by the Contractor.

#### **F. Clean Up**

Employees shall be allowed fifteen (15) minutes time, at the regular straight time pay, to pick up tools and clean up before quitting for the day.

#### **G. Listing Materials**

No employee shall list material from plans, or in any other manner before or after regular working hours without the specific authorization by the Contractor. In such event, he shall receive the overtime rate of pay.

#### **H. Lending Employees Prohibited**

There shall be no loaning of employees as long as there are qualified workmen on the bench available for work.

#### **I. Nonresident Contractor**

If a Contractor, being from outside the State of Hawaii, undertakes any work within the trade jurisdiction described above within the State of Hawaii, such Contractor shall not bring in more than one (1) non-resident foreman or superintendent.

#### **J. Contractor Working With Tools**

No Contractor may work with tools. As used in this paragraph, Contractor means any person owning at least ten percent (10%) of the business as an individual or partner or who owns or subscribes directly to at least ten percent (10%) of the outstanding shares of stock of a corporation.

#### **K. Work Under Union Agreement**

A Contractor shall not sublet, assign or transfer work covered by this Agreement to any person or firm not a party to this Agreement.

#### **L. No Piece Work, Contract Work, or Moonlighting**

##### **1. No Piece Work or Contract Work**

(a) No employee shall perform work covered by this Agreement on a "piece work," or contract basis, nor shall any employee perform work within the jurisdiction of this Agreement, except as an employee of the Contractor.

(b) No Contractor shall allow any employee to perform work covered by this Agreement on a "piece work," or contract basis, nor shall any Contractor allow any employee to perform work within the jurisdiction of this Agreement, except as an employee covered by this Agreement.

##### **2. No Moonlighting**

(a) No employee covered by this Agreement shall do any moonlighting of work covered by this Agreement.

(b) No Contractor shall allow any moonlighting of work to be done for him.

(c) For the purpose of this Section, "moonlighting," shall be defined as an employee performing work, with or without compensation, in the drywall, acoustical, or lathing trade, after hours, on weekends or holidays, or during periods of vacation for someone other than his Contractor,



without the specific knowledge and approval of his Contractor and the Union.

### 3. Violation Of This Section

- (a) In the event it is alleged that an employee covered by this Agreement, or that a Contractor covered by this Agreement, has violated paragraphs 1 and/or 2 above, said allegations shall be processed to the Joint Industry Committee. If the Joint Industry Committee determines that a violation has, in fact occurred, the violator shall be fined as follows:

First Offense ..... Fine of \$ 500  
Second Offense ..... Fine of \$1,000  
Third Offense

And Thereafter ..... Fine of \$1,500

- (b) In addition to the above fine, an employee violator may, under the provisions of Section 9 (Discipline or Discharge) of this Agreement, also be subject to disciplinary action including discharge by the Contractor for whom he is working.

### M. Notification Of Overtime Work

The Contractor shall notify the Union whenever overtime work is to be performed or whenever work is to be performed on a Saturday, Sunday, or Holiday. This notification shall be given no later than 4:00 p.m. on the day on which the overtime work is required and shall include the job location and the approximate hours to be worked. In the case of Saturday, Sunday, or Holiday work, such notification shall be given no later than 4:00 p.m. on the working day immediately prior to the scheduled Saturday, Sunday or Holiday work.

## SECTION 16. PARKING EXPENSES (ISLAND OF OAHU ONLY)

### A. Parking Expenses

Where free parking is not available within 2,000 feet of a job site, the Contractor shall reimburse employees at the lowest parking rate available within said 2,000 foot area, provided that the employee presents a signed and dated receipt for each parking expenditure. The Contractor may, however, at his option, furnish transportation from a designated parking area where parking is free to and from the job site, rather than reimburse the employees for such parking expenditures.

## SECTION 17. SUBSISTENCE AND TRAVEL

### A. Travel and Subsistence

1. When an employee is required by the Contractor to leave the Island on which he resides to report to work on a Neighbor Island project, the Contractor will provide transportation to and from said Island.
2. While traveling to and from said island on a regular workday, the employee will receive his regular straight time rate of pay not to exceed eight (8) hours in any one twenty-four (24) hour period, including time worked. If work is not provided for the employee at the time of his arrival at his destination he shall, nevertheless, be paid eight (8) straight time hours.

3. If required to travel to and from said Island on a non-workday, the employee shall receive his regular straight time rate of pay only for the time spent in actual travel from port to port, but not to exceed eight (8) straight time hours in any one twenty-four (24) hour period.

4. Transportation of any personal baggage (exclusive of tools required by the Contractor) in excess of the weight and size that's included in the normal fare, shall be paid for by the employee, unless he receives express permission from the Contractor to take excess baggage.

5. If the employee is required to remain on the Island, the Contractor shall either:

- (a) provide meals and lodging of good quality (no more than two [2] persons per room\*) OR

- (b) lodging of good quality (no more than two [2] persons per room\*) plus pay a meal allowance in the following amount:

Effective 9/3/07	\$33.00 per day
Effective 9/1/08	\$34.00 per day
Effective 8/31/09	\$35.00 per day
Effective 8/30/10	\$36.00 per day
Effective 8/29/11	\$37.00 per day

- (c) OR, pay a subsistence allowance in the following amount:

Effective 9/3/07	\$60.00 per day
Effective 9/1/08	\$62.00 per day
Effective 8/31/09	\$64.00 per day
Effective 8/30/10	\$66.00 per day
Effective 8/29/11	\$68.00 per day

\*NOTE: The term "room" as used in paragraphs 5(a) and 5(b), above shall not include the living room, but shall include an enclosed den which may be used by one employee, provided it affords the same degree of privacy as a bedroom.

6. Except as provided in paragraph 7, immediately below, the employee shall have the option of requesting the Contractor to provide another of the above choices other than that as initially offered by the Contractor. The employee shall designate his exercise of this option, in writing, and in sufficient time for the Contractor to make necessary arrangements. Once exercised, this option shall apply for the duration of the project unless changed with the consent of the Contractor.

7. Where a camp set-up, which meets County and State Department of Health standards is being made available, the employee must utilize those facilities. If he does not, he shall not be entitled to any subsistence or per diem allowance.

8. Employees shall be entitled to weekend round trip transportation at the Contractor's expense from the Neighbor Island to his home Island on the fourth (4th) weekend of his stay on said Neighbor Island and for every fourth (4th) weekend, thereafter, until completion of the project. (By mutual agreement between the Contractor and the employee, another weekend may be substituted as to take



advantage of a long weekend or to otherwise accommodate special requests.) On such weekend trips home, the employee shall not receive the per diem subsistence allowance for Saturdays, Sundays, or Holidays.

9. Meals and lodging or subsistence allowance, as the case may be, shall be provided for seven (7) days a week. The Contractor will ensure that payment is made in a timely manner to guarantee that the individual will not be required to make out of pocket payments; provided, however, that an employee who absents himself from work without the approval of the Contractor shall pay the applicable per diem subsistence allowance as specified above for the cost of his meals and lodgings, or shall have the applicable per diem subsistence allowance deducted from his subsistence pay, as the case may be, for each day of absence.
  10. Meals and lodging or subsistence allowance, as the case may be, shall automatically cease in the event the employee refuses to work or is suspended for cause or discharged or quits prior to the completion of the work project. Said employee shall pay his own return transportation and shall not be paid for return travel time.
  11. Employee shall be reimbursed for travel expenses as approved by the Contractor which are incidental to the trip.
  12. If required by the Contractor to travel to and from a neighbor island and return within forty-eight (48) hours or less, the Contractor shall reimburse the employee for airport parking expenses when provided a receipt.
  13. This subsection shall not apply to bonafide residents of the Island on which the work is being performed.
- B. Application of Subsistence To Bonafide Residents Of Neighbor Islands Who Are Required By The Contractor To Live Away From Home On The Same Island**
1. When an employee who is a bonafide resident of any Neighbor Island is required by the Contractor to live away from home, elsewhere on the same Island, the Contractor shall either:
    - (a) provide meals and lodging of good quality (no more than two [2] persons per room\*), OR
    - (b) provide lodging of good quality (no more than two [2] persons per room\*), PLUS pay a per diem meal allowance in the same amount as specified in paragraph 5(b), above OR
    - (c) pay a per diem allowance in the same amount as specified in paragraph 5(c) above.

**\*NOTE:** The term "room," as used in paragraphs 1(a) and 1(b), above shall not include the living room, but shall include an enclosed den which may be used by one employee, provided it affords the same degree of privacy as a bedroom.
  2. Except as provided in paragraph 3, immediately below, the employee shall have the option of requesting the Contractor to provide another of the

above choices other than that as initially offered by the Contractor. The employee shall designate his exercise of this option, in writing, and in sufficient time for the Contractor to make necessary arrangements. Once exercised, this option shall apply for the duration of the project, unless changed with the consent of the Contractor.

3. Where a camp set-up which meets County and State Department of Health standards is being made available, the employee must utilize those facilities. If he does not, he shall not be entitled to any subsistence allowance or per diem allowance.
4. Such meals and lodging or applicable per diem allowance, as the case may be, shall be provided for five (5) days a week, provided, however, that where said employee is required by the Contractor to work a six (6) or seven (7) day workweek, said employee shall receive meals and lodging or the applicable per diem allowance, as the case may be, for said six (6) or seven (7) days.
5. If the employee requires transportation in returning to and from home for the weekend, the Contractor will provide or arrange for said transportation.
6. An employee who absents himself from work without the approval of the Contractor shall pay or shall have the applicable per diem allowance deducted from his per diem pay, as the case may be, for each day of absence.
7. Such meals and lodging or the applicable per diem allowance, as the case may be, shall automatically cease in the event the employee quits, refuses to work, or is suspended or discharged for cause prior to the completion of the work project.

## **SECTION 18. ACCESS TO JOB**

The Union's business agent, or his assistant shall have access to the Contractor's premises and job projects to investigate grievances and to ascertain whether this Agreement is being observed. Such access shall be exercised reasonably.

## **SECTION 19. UNION STEWARD**

- A. The Union shall have the right to elect or appoint company Stewards for each Contractor covered by this Agreement. The Union shall give written notice to the Contractor of the name of said Steward.
- B. Said Steward shall be given reasonable time during regular working hours to contact employees covered by this Agreement who are employed on the project on which the Steward is working; provided, however, that time so spent shall be exercised reasonably.
- C. Said Steward shall also be allowed to attend and participate in grievance meetings held on the project on which he is working.
- D. It is specifically understood that said Steward shall not under any circumstances leave the project to which he has been assigned in order to perform his Steward duties.
- E. The Contractor shall not discharge or discriminate against said Steward or any other employee for pre-



senting a grievance or giving evidence with respect to an alleged violation of this Agreement. When the Steward or any other employee alleges a violation of this Agreement, the complaint will be processed as provided under Section 23 (Grievance Procedure).

- F. Whenever overtime work is to be worked on the project on which the Steward is working, said Steward shall be offered the first opportunity to perform said work provided he is qualified and competent to perform the work required.
- G. In the event of layoffs due to lack of work, the Steward shall be the last employee, within his classification (journeyman, working foreman, foreman), to be laid off. In no event shall a Steward be laid off due to lack of work, unless he has not been employed on the project from which he is laid off for at least thirty (30) working days, and provided, further, that he is qualified and competent to perform the work available.
- H. In the event the Union Steward is to be laid off for lack of work, the Contractor shall notify the Union at least three (3) days before the layoff is to be made.

## SECTION 20. APPRENTICE

- A. There shall be a Joint Apprenticeship Committee of three (3) persons appointed by the Union and three (3) persons appointed by the Contractors. The Committee may act for or on behalf of the Contractor and the Union. The parties will comply with any recommendations made by the Committee. The Committee shall supervise all apprenticeship matters in accordance with this Agreement. Every Contractor shall subscribe to the rules and regulations of the Committee. Every employee below the rank of journeyman shall be an indentured apprentice under the direction of the Committee. Every apprentice shall be registered with the Committee before being put to work.
- B. After an apprentice serves a satisfactory probationary period of three (3) months, a Contractor shall employ the apprentice for the full term of his apprenticeship, if possible, or transfer such apprentice to another Contractor as directed by the Committee.
- C. Whenever possible, a Contractor will give the Committee forty-eight (48) hours notice before laying off an apprentice. If an apprentice is discharged for cause, no notice is required.
- D. If there is a dispute involving apprenticeship matters which cannot be settled by the Committee, such dispute shall be referred to the Joint Apprenticeship Committee for settlement.
- E. The ratio of apprentices to journeymen shall be established by the Joint Apprenticeship Committee.

## SECTION 21. HIRING AND REFERRAL PROCEDURE

### A. Notification

- 1. The Union shall be promptly notified whenever an employee covered by this Agreement is hired. This notification may be accomplished either by return of a Contractor signed copy of the Union's referral slip or by submission of a Confirmation of Hiring Form.

- 2. In the event an employee is rehired by a Contractor, regardless of length of layoff, the Contractor shall provide the employee with a Confirmation of Hiring Form, and shall not permit the employee to work without a copy of the Union's referral slip.
- 3. The Contractor shall also notify the Union, weekly, of the names of those employees who have quit, been laid off or been terminated during the previous workweek.

### B. Neighbor Island Hiring & Referral Offices

When a Contractor based on one Neighbor Island secures work on another Neighbor Island, said Contractor shall contact the Union's hiring and referral office which services that Island to determine whether Journeymen and/or apprentices are available, who are qualified to do the work required. The Contractor reserves the right to accept or reject any of said employees who may be referred to him.

### C. Definitions (As used herein:)

- 1. "Normal construction labor market," means the geographical area of the State of Hawaii.
- 2. "Apprentice," means a person who is registered and indentured with the Joint Apprenticeship Committee.
- 3. "County," means the counties of Hawaii, Maui, Kauai, or the City and County of Honolulu.

### D. Exclusive Referral

The Union shall be the sole and exclusive source of referral of applicants for employment.

### E. Rejection of Applicant

A Contractor may reject any applicant for employment.

### F. Nondiscrimination

The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union, or because of race, color, religion, sex, national origin, age, physical handicap, or for being a disabled veteran or a veteran of the Vietnam Era.

### G. Register of Applicants

The Union shall maintain a register of applicants for employment.

### H. Apprentices

Apprentices shall register with the Union and shall be referred to employment in order of their registration, provided that no apprentice shall be referred to employment unless he has first registered with the Joint Apprenticeship Committee.

### I. Out-of-Work Register

Whenever a Contractor needs employees, he shall make a request of the Union for same, and the Union shall refer applicants to the Contractor according to the order in which the applicants register on the out-of-work register.

Any applicant who rejects two (2) successive offers of referral shall be placed at the bottom of the out-of-work register.



**J. Notice To Union Referral Office**

When making requests to the Union for referrals, the Contractor may name persons who were formerly employed by him/her at any time within five (5) years before the date of the request, and if said persons are available for employment, the Union shall refer them to the Contractor.

**K. Rejection By Contractor**

The Contractor may reject any applicant referred to him. When the Contractor rejects, by telephone, any applicant for employment on the register, he must do so immediately in the order that applicants are, or were referred to him from the out-of-work register. The Contractor shall notify the Union's referral agent in writing, by card, or letter within forty-eight (48) hours of the name of any applicant rejected and the reason for his rejection.

**L. Exhausted Out-of-Work Register**

If the out-of-work register is exhausted and the Union is not able to refer applicants to the Contractor, within forty eight (48) hours from the time of receiving a Contractor's request, Saturdays, Sundays, and holidays excepted, the Contractor may secure employees without using the referral procedure, but such employees, if hired, shall have the status of "temporary employee." The Contractor shall notify the Union promptly of the names and social security numbers of such temporary employees. If the Contractor recruits an employee in accordance with the foregoing, such employee shall register with the Union.

**M. Posting**

A copy of the referral procedure set forth, herein, shall be posted on the bulletin board in the office of the Union and in the office of each Contractor.

**SECTION 22. JOINT INDUSTRY COMMITTEE**

**A. General**

There shall be a Joint Industry Committee of three (3) persons appointed by the Union and three (3) persons appointed by the Contractors. Both sides may select alternates when regular members are absent. Persons appointed by the Union must be union members in good standing. Persons appointed by the Contractors must be regular and current employees of Contractors.

**B. Scope and Authority**

The Committee may determine questions relating to the applications and interpretation of this Agreement.

**C. Powers**

The Committee may suspend any Contractor or employee under this Agreement and impose fines or other penalties on any Contractor or employee under this Agreement for violation of any provision, hereof, unless the violation was caused by reasons beyond the control of the person found to be in violation.

**D. Establish Own Rules**

The Committee shall determine its rules of procedure and set the time and place of Committee meetings. The Committee may expend funds entrusted to it to carry out the business of the Committee.

**E. Quorum**

Two (2) members representing each party shall be a quorum.

**F. Voting: Binding Decisions**

The unit rule shall govern. A majority decision of the Committee shall be final and binding upon parties of this Agreement.

**G. Funds**

Any money collected by the Committee by reason of imposition of fines, assessments or other penalties shall be deposited with a bank in the name of the Committee.

**H. Rights of Committee**

The Committee may summon, question, and examine any party to this Agreement, or their representative or agents, in connection with any question or matter over which the Committee may act. The Committee may have the books and accounts of any party signatory to this Agreement examined by an independent Certified Public Accountant as to payroll records, payments made to employees covered by this Agreement, and paying of fringe benefits. The expenses for such auditing shall be paid by the Committee.

**I. Limitation of Liability**

No member of the Committee shall be liable to anyone, including parties, Contractors, or employees covered by this Agreement, as a result of decisions or acts made in the performance of his duty under this Agreement.

**J. Outsiders Barred.** No outsiders or third parties, including but not limited to non-signatory entities and other unions, shall be allowed to participate in the Joint Industry Committee hearing.

**SECTION 23. GRIEVANCE PROCEDURE**

The following grievance procedure will be followed to settle any dispute between the Contractor and the Union:

**Step 1.** Within sixty (60) days of the date of the grievance, the Steward or Business Agent and the Contractor will try to settle the grievance.

If the Steward or Business Agent and the Contractor are unable to settle the grievance, said grievance will be submitted, in writing, within ten (10) days, thereafter, to the Joint Industry Committee.

Any other provisions to the contrary, notwithstanding, the Steward or the Business Agent may submit the grievance directly to the Joint Industry Committee.

**Step 2.** If the Joint Industry Committee is unable to settle the grievance within fifteen (15) days after receiving the grievance, the grievance will be submitted within ten (10) days, thereafter, to arbitration as provided, hereinafter.

Pertinent information in possession of the Contractor which is needed by the Union to investigate and process a grievance shall be provided to the Union within three (3) working days of the request for such information. This section in no way limits or waives the Union's federal statutory rights to request and receive at any time information necessary for the administration of the Agreement.



## SECTION 24. ARBITRATION

There shall be a Board of Arbitration consisting of three (3) persons, one (1) selected by the Contractors, one (1) selected by the Union, and a third member (hereinafter "independent arbitrator") selected jointly by the two selected representatives. If the two selected representatives cannot agree upon a third arbitrator, he shall be selected by the Chief Justice of the Supreme Court of Hawaii. The decision of the Board of Arbitration shall be limited to matters relating to the Agreement. The Board of Arbitration shall not amend the Agreement. The decision of the Board of Arbitration shall be final and binding upon the parties and shall be in writing, and signed by each member of the Board. A copy of the decision shall be given to each party. All fees and expenses of the independent arbitrator shall be borne equally by the Union and the Contractor involved. Each party shall bear the expenses for the presentation of its own case. No outsiders or third parties, including but not limited to non-signatory entities and other unions, shall be allowed to participate in the Arbitration.

## SECTION 25. JURISDICTIONAL DISPUTES

- A. The parties, hereto, agree that there shall be no lockout by the Contractor, nor any strike, stoppage of work, or slowdown on the part of the Union or its representatives or on the part of any employee covered by this Agreement over jurisdictional disputes.
- B. In the event of an unresolved dispute involving any union, said dispute shall be referred to the procedures as outlined in Section 23 of the Master Agreement Covering Drywall & Acoustical Workers and Lathers in the State of Hawaii.

**Subcontractors.** If work involves bargaining unit work, it must be assigned to a Contractor signatory with this Union.

## SECTION 26. 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, and the parties hereto agree that in the event any provision of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings, or regulations; nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portions of this Agreement. The parties agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void, they will then promptly enter into negotiations concerning the substance, thereof, it being understood that the provisions of Section 8 (No Strike Or Lockout) shall continue to remain in full force and effect.

## SECTION 27. CONTRACTOR REQUIREMENTS

- A. No Contractor shall be a party to an Agreement with the Union, unless he maintains a legitimate place of business, is financially able to meet payroll requirements every week, complies with the State of Hawaii Workers' Compensation Law, Hawaii Employment

Security Law, Social Security Act, and all other State and Federal laws, enacted to protect or benefit the employee, and employs regularly at least one (1) journeyman other than himself, on a full-time basis.

- B. A signatory contractor is a firm, corporation, or individual whose majority of man hours worked is in the Drywall, Acoustical, or Lathing industry.
- C. **Successors and Double Breasting Clause.**  
No selling or conveying or transferring without securing agreement that successor complies with terms of Agreement.
- D. Single employers, alter egos, and other entities created or interrelated with a signatory contractor with the intent or effect of evading or avoiding this Agreement are prohibited.
- E. **Substance Abuse Policy**

### Types of testing allowed:

1. For Cause
2. Pre-employment (newly hired or indentured)
3. Periodic (if have pre-employment)
4. Random (if have pre-employment)

## SECTION 28. MODIFICATION OF AGREEMENT

This Agreement shall not be modified except by written document signed by the parties, hereto.

## SECTION 29. REPRESENTATIONS

This document contains the entire Agreement of the parties and neither party has made representations to the other which are not contained, herein.

IN WITNESS, WHEREOF, the parties hereto have caused these presents to be executed on this 19th day of June, 2007.

UNITED BROTHERHOOD OF CARPENTERS  
& JOINERS OF AMERICA, LOCAL 745

By: 

Ronald I. Taketa  
Financial Secretary  
Business Representative

HAWAII WALL AND CEILING  
INDUSTRY ASSOCIATION

By: 

Bert Beaman  
President



**MASTER AGREEMENT COVERING  
DRYWALL & ACOUSTICAL WORKERS AND LATHERS IN THE STATE OF HAWAII**

**EXHIBIT "A"  
CLASSIFICATION AND MINIMUM HOURLY WAGE SCHEDULE**

	Effective 9/3/07	Effective 9/1/08	Effective 8/31/09	Effective 8/30/10	Effective 8/29/11
Foreman	\$36.70	\$37.95	\$39.20	\$40.45	\$41.70
Working Foreman	35.95	37.20	38.45	39.70	40.95
Journeyman	35.20	36.45	37.70	38.95	40.20

**Wage Differentials**

The following classifications shall be paid at an hourly wage calculated at the following differentials above the Journeyman wage rate:

Foreman	\$1.50
Working Foreman	\$ .75



**EXHIBIT "A-1"**  
**MASTER AGREEMENT COVERING DRYWALL & ACOUSTICAL WORKERS**  
**AND LATHERS IN THE STATE OF HAWAII**

**SCHEDULED WAGE AND BENEFIT INCREASES**

	<b>Current</b>	<b>Eff 9/3/07</b>	<b>Eff 9/1/08</b>	<b>Eff 8/31/09</b>	<b>Eff 8/30/10</b>	<b>Eff 8/29/11</b>	<b>TOTAL</b>
WAGE RATE: JOURNEYMAN	34.20	(+1.00) 35.20	(+1.25) 36.45	(+1.25) 37.70	(+1.25) 38.95	(+1.25) 40.20	(+6.00)
HEALTH & WELFARE	5.57	(+.15) 5.72	(+.20) 5.92	(+.20) 6.12	(+.20) 6.32	(+.25) 6.57	(+1.00)
FUTURE RETIREE MEDICAL	.88	.88	.88	.88	.88	.88	
FINANCIAL SECURITY FUND	4.20	(+.20) 4.40	(+.30) 4.70	4.70	4.70	4.70	(+.50)
401(k)	1.50	1.50	1.50	1.50	1.50	1.50	
VACATION & HOLIDAY FUND	5.00	(+.25) 5.25	5.25	5.25	5.25	5.25	(+.25)
VACATION FUND ADMIN FEE	.05	.05	.05	.05	.05	.05	
APPRENTICESHIP & TRAINING	.76	(-.05) .71	.71	.71	.71	.71	(-.05)
MARKET RECOVERY PROGRAM	.50	(+.28) .78	.78	.78	.78	.78	(+.28)
CARPENTERS INTERNATIONAL TRAINING FUND	.04	.04	.04	.04	.04	.04	
CARPENTERS LABOR MANAGEMENT EDUCATION AND DEVELOPMENT FUND	.02	.02	.02	.02	.02	.02	
WAGE/FRINGE OPTION				.30	(+.30) .30	(+.60) .50	(+1.10)
<b>TOTAL</b>	<b>\$52.72</b>	<b>(+1.83) \$54.55</b>	<b>(+1.75) \$56.30</b>	<b>(+1.75) \$58.05</b>	<b>(+1.75) \$59.80</b>	<b>(+2.00) \$61.80</b>	<b>(+9.08)</b>

	<b>Eff 9/3/07</b>		<b>Eff 9/1/08</b>	<b>Eff 8/31/09</b>	<b>Eff 8/30/10</b>	<b>Eff 8/29/11</b>	
Hawaii Drywall Industry Improvement Program	\$ .15		\$ .15	\$ .15	\$ .15	\$ .15	

**\*\*The Employer's contribution to the Vacation Fund Administration Fee is non-taxable.**

WAGE/FRINGE OPTION. The Wage/Fringe Option shall be subject to allocation by the Union. However, Health & Welfare requirements shall have priority over other wage/benefit items in the allocation of the wage/fringe option. Also, the establishment for any new program(s) or fund(s) shall require mutual agreement between the parties.



# EXHIBIT "A-2"

## APPRENTICE RATES AND DAVIS-BACON RATES

### A. DRYWALL AND LATHER APPRENTICES:

1st Period	1 to 1,000 hours .....	40% of Journeyman's wage rate
2nd Period	1,001 to 2,000 hours .....	45% of Journeyman's wage rate
3rd Period	2,001 to 3,000 hours .....	50% of Journeyman's wage rate
4th Period	3,001 to 4,000 hours .....	60% of Journeyman's wage rate
5th Period	4,001 to 5,000 hours .....	70% of Journeyman's wage rate
6th Period	5,001 to 6,000 hours .....	80% of Journeyman's wage rate
7th Period	6,001 to 7,000 hours .....	90% of Journeyman's wage rate
8th Period	7,001 to 8,000 hours .....	95% of Journeyman's wage rate

### B. TRUST FUND CONTRIBUTIONS FOR DRYWALL AND LATHER APPRENTICES INDENTURED BEFORE SEPTEMBER 1, 2002:

During an apprentice's first 1,000 hours of employment there will be no contributions to any Fund except for Health & Welfare and Vacation & Holiday Fund. Thereafter, all contributions shall be on the same basis as Journeymen.

### C. TRUST FUND CONTRIBUTIONS FOR DRYWALL AND LATHER APPRENTICES INDENTURED AFTER SEPTEMBER 1, 2002:

During an apprentice's first 1,000 hours of employment there will be no contributions to any Fund except for Health & Welfare and Vacation & Holiday Fund. Thereafter, all contributions shall be on the same basis as Journeymen, except as provided below:

	Vacation & Holiday Trust Fund Contribution	401(k)	Financial Security Trust Fund Contribution Effective 9/3/07	Effective 9/1/08
1st Period Apprentice - 40% of Journeyman's wage rate	1.25	0	0	0
2nd Period Apprentice - 45% of Journeyman's wage rate	1.25	1.50	0	0
3rd Period Apprentice - 50% of Journeyman's wage rate	2.25	1.50	1.20	1.50
4th Period Apprentice - 60% of Journeyman's wage rate	2.25	1.50	1.20	1.50
5th Period Apprentice - 70% of Journeyman's wage rate	3.25	1.50	2.20	2.50
6th Period Apprentice - 80% of Journeyman's wage rate	3.25	1.50	2.20	2.50
7th Period Apprentice - 90% of Journeyman's wage rate	4.25	1.50	3.20	3.50
8th Period Apprentice - 95% of Journeyman's wage rate	4.25	1.50	3.20	3.50

### D. "DAVIS-BACON" PROJECTS

- On all Federal, State and County projects, the Contractor shall only be required to pay the wage and benefit rates as set forth below:

- For the first 36 months of a project as defined by the bid award (measured from the date of the start of actual construction).

The "regular" wage rates and contributions to the various Trust and Other Funds as set forth in this Agreement and in effect as of the date the project is bid. Provided, however, that Health and Welfare benefits and Retiree Medical credits identical to those provided other employees covered by this Agreement shall be provided by the respective Trust Funds to employees on "Davis Bacon" Projects.

In the event the State or County or Federal Government requires the payment of increased wages during the 36 months, the Contractor shall comply with such increased wages.



(b) After the aforesaid 36-month period.

The then-current "regular" wage and benefit rates as set forth in this Agreement.

(c) Extending beyond the 36-month period.

The 36-month period specified above may be extended on any given project, but only by mutual written agreement between the Union and the Contractor.

**2. Notification To Union**

The Contractor shall give appropriate written notice to the Union and to his/her employees regarding "Davis-Bacon" projects that he/she is awarded, setting forth pertinent information regarding the project and the wage/benefit rates which shall apply. This notification shall be given by means of a standard notification form, a sample copy of which is attached hereto as Exhibit "I" or by other written means which provides the same information as that set forth in said Exhibit.

**3. Effective Date**

This Exhibit "A-2". ("Davis-Bacon" Projects) shall be effective as of (date of ratification) and shall apply to all government "Davis- Bacon" projects for which Prime Contractor quotations are submitted on or after that date.



**EXHIBIT "B"**  
**ASSIGNMENT OF WAGES TO COVER UNION INITIATION FEES AND WORKING DUES**

NAME \_\_\_\_\_

SOCIAL SECURITY NO. \_\_\_\_\_

**TO ALL SIGNATORY EMPLOYERS:**

I assign to the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, LOCAL 745, out of my wages for Union initiation fees not more than \$ \_\_\_\_\_ and an amount for working dues as determined from time to time by the Union and approved by the members, and certified to you in writing by the Union, and I authorize the payment to the Union each month of the amount so deducted. This assignment shall supplement any assignment I previously signed and both assignments shall be subject to the following paragraph.

This assignment shall be irrevocable until one year from the date below, or until the termination of the applicable collective bargaining agreement (within the meaning of the Labor Management Relations Act, 1947), whichever occurs sooner, and shall be automatically renewed and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collective bargaining agreement, whichever shall be shorter, unless at least ten days and not more than twenty days before the expiration of each period of one year or of each applicable collective bargaining agreement, whichever occurs sooner, I give written notice to the Employer of my desire to revoke the assignment. The Financial Secretary of Local 745 is authorized to deposit this authorization with any Employer under contract with Local 745, including any employer I formerly worked for and is further authorized to transfer this authorization to any Employer under contract with Local 745 in the event that I should change employment.

There shall be no obligation on the part of the Employer to make any deduction beyond the original term of the collective bargaining agreement existing on the date of this assignment, unless the agreement is extended or a new agreement has been negotiated containing an authorization for Union deduction as provided in the agreement existing at the date of this assignment.

Date \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

Receipt of the foregoing assignment is acknowledged by

\_\_\_\_\_  
Employer

Date \_\_\_\_\_ By \_\_\_\_\_



**EXHIBIT "B-1"**  
**ASSIGNMENT OF WAGES TO COVER UNION MONTHLY DUES**

NAME \_\_\_\_\_

SOCIAL SECURITY NO. \_\_\_\_\_

**TO ALL SIGNATORY EMPLOYERS:**

I assign to the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, LOCAL 745, out of my wages supplemental dues (which are my monthly dues) as determined from time to time by the Union and approved by the members, and certified to you in writing by the Union, and I authorize the payment to the Union each month of the amount so deducted.

This assignment shall be irrevocable until one year from the date below, or until the termination of the applicable collective bargaining agreement (within the meaning of the Labor-Management Relations Act, 1947), whichever occurs sooner, and shall be automatically renewed and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collective bargaining agreement, whichever shall be shorter, unless at least ten days and not more than twenty days before the expiration of each period of one year or of each applicable collective bargaining agreement, whichever occurs sooner, I give written notice to the Hawaii Benefit Administrators, Inc., 1199 Dillingham Boulevard, Suite 200, Honolulu, HI 96817, of my desire to revoke the assignment. The Financial Secretary of Local 745 is authorized to deposit this authorization with any Employer under contract with Local 745, including any employer I formerly worked for, and is further authorized to transfer this authorization to any Employer under contract with Local 745 in the event that I should change employment.

There shall be no obligation on the part of the Employer to make any deduction beyond the original term of the collective bargaining agreement existing on the date of this assignment, unless the agreement is extended or a new agreement has been negotiated containing an authorization for Union deduction as provided in the agreement existing at the date of this assignment.

Date \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

Receipt of the foregoing assignment is acknowledged by

\_\_\_\_\_  
Employer

Date \_\_\_\_\_ By \_\_\_\_\_



**EXHIBIT "C"**  
**ASSIGNMENT OF WAGES FOR CREDIT UNION PAYMENTS**

Name \_\_\_\_\_ Acct. No. \_\_\_\_\_

Payroll No. \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

\_\_\_\_\_ CARPENTERS' LOCAL 745 \_\_\_\_\_ Credit Union

TO: PAYMASTER \_\_\_\_\_

I hereby authorize you to deduct the following amount from my pay:

[ ] each payroll period, OR [ ] \_\_\_\_\_

until further notice from me, and deposit same currently in the above named Credit Union.

Start [ ] Change [ ] \$ \_\_\_\_\_

Date \_\_\_\_\_ Effective Date: \_\_\_\_\_

Signature of Employee: \_\_\_\_\_



**EXHIBIT "D"**  
**CONFIRMATION OF HIRING SLIP**

To: \_\_\_\_\_  
(Union)

(Address)

This is to confirm that \_\_\_\_\_  
(Name of Employee)

was hired by me on \_\_\_\_\_ as a \_\_\_\_\_  
(Date Hired) (Classification)

at a wage rate of \_\_\_\_\_ per hour. He is to report for work at  
\_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ A.M.  
(Job Location or Project) (Date) (Starting Time)

---

Contractor

Signature of Contractor's Representative

Date \_\_\_\_\_

ABOVE INFORMATION CONFIRMED BY:

Signature of Authorized Union Representative

Date: \_\_\_\_\_



EXHIBIT "E"

CERTIFICATION OF RECEIPT AND ACCEPTANCE OF THE MASTER AGREEMENT  
COVERING DRYWALL & ACOUSTICAL WORKERS AND LATHERS IN THE STATE OF HAWAII,  
AND DECLARATION OF TRUST AGREEMENTS APPURTENANT THERETO

THE UNDERSIGNED CONTRACTOR hereby acknowledges receipt of the following documents:

1. Master Drywall and Lather Agreement executed on the 1ST day of September, 2007, and effective to and including August 31, 2012.
2. Hawaii Drywall and Lather Industry Training Declaration of Trust Agreement executed on the 28th day of December, 1977, as amended;
3. Hawaii Carpenters Health & Welfare Fund Declaration of Trust Agreement executed on the 28th day of December, 1977, as amended;
4. Hawaii Carpenters Vacation & Holiday Fund Declaration of Trust Agreement executed on the 28th day of December, 1977, as amended;
5. Hawaii Carpenters Financial Security Fund Declaration of Trust Agreement as executed December 31, 1987;
6. Hawaii Carpenters Market Recovery Program Declaration of Trust Agreement as executed December 31, 1987;
7. Hawaii Carpenters 401(k) Declaration of Trust Agreement as executed November 27, 2002.
8. Carpenters International Training Trust Agreement as executed April 2, 1990;
9. Carpenters Labor Management Education and Development Trust Agreement as executed March 23, 2000;

and hereby certifies acceptance of all terms and conditions as contained in said documents, with all terms and conditions to be effective as of \_\_\_\_\_, 20\_\_\_\_.

From and after the date, hereinabove set forth, the undersigned Contractor agrees to abide by all the terms and conditions in said Agreement and any amendments, modifications, changes, extensions, and renewals, thereto. Any such amendments, modifications, changes, extensions, and renewals made to the Agreements hereafter shall become effective and shall remain in full force and effect only upon execution by the Union and the Association of an appropriate written document, a copy of which (or other notice of such changes) shall be mailed to the Contractor's last-known address.

UNITED BROTHERHOOD OF CARPENTERS  
& JOINERS OF AMERICA, LOCAL 745

\_\_\_\_\_  
Financial Secretary and Business Representative

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date of Signature

STREET ADDRESS OF ABOVE CONTRACTOR:

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
License No.



**EXHIBIT "F"**  
**SUPPLEMENTARY APPRENTICES EMPLOYMENT PROCEDURES**

- A. When a Joint Apprenticeship Committee has determined that its approved process of selection will not meet the goals and timetables prescribed in 29 CFR Part 30, re FR, 20760 ff, May 12, 1978, or the requirement for additional women of the contractors it serves so they can meet their goals and timetables prescribed in 41 CFR Chapter 60, Part 60-4, 43 FR 1488 ff, April 7, 1978, then said Joint Apprenticeship Committee may supplement that selection process in the following manner:
1. Maintain an open and continuous application period for female applications.
  2. Promptly process such applications in accordance with the procedures and entrance qualification requirements of the regular apprenticeship program.
  3. Place applicants determined to be qualified into any apprenticeship openings then available.
  4. Refer qualified female applicants unplaced in the regular apprenticeship program to participating employees for employment as supplementary apprentices pending their enrollment by the Joint Apprenticeship Committee in the regular apprenticeship programs. A Contractor may employ such qualified supplementary apprentices not in excess of the number required to achieve the goals and timetables requirements of 41 CFR 60-4.
  5. Time spent in the supplementary program must count the same as time in the regular apprenticeship program for attaining craft status.
  6. Women who transfer from the supplementary program will have all time spent in the supplementary program count towards attaining craft status on the same basis as if the time had been spent in the regular program.
  7. Women who never transfer from the supplementary program will attain craft status upon completion of the same time period as required under the regular program, and
  8. Apprentice wages are increased based upon total time spent, regardless of whether it is in the regular or supplementary program or a combination of both.
- B. Supplementary apprentices shall be paid no less than a first term apprentice in the regular program and any earned incremental increase as if enrolled in the regular program. Supplementary apprentices shall be under the general supervision and instruction of a competent craft worker.
- C. Efforts should be made to recruit supplementary apprentices from work orientation, preparatory training, and/or CETA programs. The Joint Apprenticeship Committee shall continuously monitor and evaluate the supplementary apprentices during their employment and shall afford them priority consideration for available apprentice openings in the regular program consistent with the Joint Apprenticeship Committee's responsibility for maintaining a proper program. Such openings shall be offered in the chronological order in which first employed as a supplementary apprentice. Supplementary apprentices will be registered by the registration agency in the same manner apprentices in the regular program are registered and will be certified for Davis-Bacon purposes as bonafide registered apprentices.



**EXHIBIT "G"**  
**DRYWALL & ACOUSTICAL WORKERS IN THE STATE OF HAWAII**  
**TOOL LIST**

---

1. Magnetic Punch
2. Tin Snip
3. Nail Pouch and Tool Pouch
4. Drywall Hammer or Ax
5. Tape Rule and Pencil
6. Utility Knife and Blades
7. Level 4' or 6'
8. Screwdriver
9. Kicker
10. Circle Cutter
11. T Square
12. Drywall Saw
13. 100 Foot Chalkline
14. Safety Goggles
15. Ear Plugs or Ear Protection Device
16. Plumb Bob (minimum weight of 24 oz.)
17. Hard Hat
18. OSHA-approved Footwear



**EXHIBIT "G-1"**  
**LATHERS IN THE STATE OF HAWAII**  
**TOOL LIST**

1. Chalk and Plumb Line
2. Chisel (minimum 5/8 inch)
3. Circle Cutter
4. Gypboard T-Square
5. Hammer (12 to 16 ounce)
6. Hacksaw and Blades
7. Hand Level (48 inch)
8. Lath Hatchet
9. Lather's Snips
10. Metal Snips
11. Nail Bag
12. Nail Driver (Magnetic)
13. Power Tape (16 to 25 feet)
14. Tool Pouch (leather-12 pocket)
15. Utility Knife
16. Utility Saw
17. Wallboard Lifter
18. Wallboard Saw
19. Wallboard Stripper
20. Wire Snippers
21. Safety Goggle and Ear Plugs
22. Hard Hat
23. OSHA-approved Footwear



**EXHIBIT "H"**  
**NOTICE OF QUILTS, LAYOFFS, AND/OR TERMINATIONS**

TO: United Brotherhood of Carpenters  
& Joiners of America, Local 745  
1311 Houghtailing Street  
Honolulu, Hawaii 96817

Our collective bargaining Agreement with you requires that we notify you on a weekly basis of the names of employees covered by that Agreement who have been laid off, or been terminated during the previous work week. In accordance with this provision, this is to officially notify you of the following:

\_\_\_\_\_  
Name of Employee

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date of Layoff

**REASON FOR TERMINATION**

**PLEASE CHECK REASON**

<input type="checkbox"/> Probationary Period	<input type="checkbox"/> Lack of Work	<input type="checkbox"/> Late Show Up	<input type="checkbox"/> Voluntary Quit
<input type="checkbox"/> Attendance Problem	<input type="checkbox"/> No Show	<input type="checkbox"/> Discharge for Cause	<input type="checkbox"/> Other

**NEEDS FURTHER TRAINING IN:**

<input type="checkbox"/> Acoustic	<input type="checkbox"/> Gyp Crete
<input type="checkbox"/> Hanger	<input type="checkbox"/> Taper
<input type="checkbox"/> Framer	<input type="checkbox"/> Other _____

**WOULD YOU REHIRE THIS EMPLOYEE WITH FURTHER TRAINING?**    ☐ YES    ☐ NO

**DID YOU DISCUSS REASON WITH EMPLOYEE?**    ☐ YES    ☐ NO

**OTHER:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
PRINT: Name of Above Representative

\_\_\_\_\_  
Telephone



**EXHIBIT "I"**  
**NOTIFICATION REGARDING "DAVIS-BACON" PROJECT**

TO: United Brotherhood of Carpenters  
& Joiners Of America, Local 745  
1311 Houghtailing Street  
Honolulu, Hawaii 96817

This is to advise you that "Notice To Proceed" has been received by us for the following government "DAVIS-BACON" project:

- A. \_\_\_\_\_  
Name Of Project
- B. \_\_\_\_\_  
Location Of Project
- C. \_\_\_\_\_  
Name Of Government Contracting Agency
- D. \_\_\_\_\_ E. \$ \_\_\_\_\_  
Date Project Was Bid Amount Of Contract Award
- F. Date of "Notice To Proceed" Letter (**ATTACH COPY**): \_\_\_\_\_
- G. Scheduled/Anticipated Starting Date of Construction: \_\_\_\_\_
- H. Scheduled Anticipated Completion Date: \_\_\_\_\_
- I. The wage and benefit rates which shall apply to this project are set forth on the **ATTACHED PAGE 2** of this Notice.

**A copy of this Notice shall be posted on our Company Bulletin Board or shall otherwise be distributed to our employees approximately two weeks prior to the actual commencement of work on this project.**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature of Authorized Representative of Contractor

PRINT: Name of Above Representative

\_\_\_\_\_  
Date

**ATTACHMENTS (2)**

**Distribution**

- Copy #1 — To Union
- Copy #2 — To be retained by Contractor
- Copy #3 — To Hawaii Wall and Ceiling Industry Association



# NOTIFICATION REGARDING "DAVIS-BACON" PROJECT — PAGE 2

Name of Project \_\_\_\_\_

The wage and benefit rates which shall apply to the above project are those as set forth in the collective bargaining Agreement that were in effect on the date the project was bid, as follows:

## 1. Wage Rates

Foreman* .....	\$ _____	per hour
Working Foreman .....	\$ _____	per hour
Drywall & Acoustical Worker .....	\$ _____	per hour
Lather .....	\$ _____	per hour

Other ..... \$ \_\_\_\_\_ per hour

Apprentice ..... At the applicable percentage rate based on the above-specified Journeyman rate.

\*Shall also work with the tools of the trade if required to do so by the Contractor.

## 2. Benefit Contributions

Health & Welfare Fund .....	\$ _____	per hour
Vacation & Holiday Fund .....	\$ _____	per hour
Apprenticeship & Training Fund .....	\$ _____	per hour
Financial Security Fund .....	\$ _____	per hour
Market Recovery Program .....	\$ _____	per hour
401(k) Fund .....	\$ _____	per hour
Carpenters International Training Fund .....	\$ _____	per hour
Carpenters Labor Management Education and Development Fund .....	\$ _____	per hour
Industry Improvement Program .....	\$ _____	per hour

\_\_\_\_\_  
Contractor



**ADDENDUM I**  
**AGREEMENT COVERING DRUGS AND OTHER CONTROLLED SUBSTANCES**  
**ON CONSTRUCTION JOB SITES IN THE STATE OF HAWAII**

**WITNESSETH**

WHEREAS, the Union and the Company recognize that drug abuse is a problem that affects many employees, and wish to address this problem;

WHEREAS, especially in the construction industry, an employee who is under the influence of illegal drugs while at the workplace or is abusing controlled substances while at the workplace is in danger not only to himself or herself but to his or her fellow employees;

WHEREAS, the Union and the Company wish to make the workplace a better and safer place of employment by eliminating the danger that such employees create by being under the influence of drugs at the workplace;

WHEREAS, such employees who are under the influence of drugs have lower productivity than employees who are drug free;

WHEREAS, the Union and the Company wish to have employees working at normal capacity, doing an honest day's work for an honest day's pay;

WHEREAS, the Union and the Company do not wish to unnecessarily subject honest, drug free employees to drug testing; and

WHEREAS, the Union and the Company wish to comply with the Federal Law known as the "Drug-Free Workplace Act of 1988", Public Law 100-690 in order to obtain Federal work for the Company and the Company's employees who are represented by the Union;

**A. Prohibition Against Controlled Substances At the Workplace**

1. Every employee who is employed by the Company and who is covered by the Master Agreement is prohibited from unlawfully manufacturing, distributing, dispensing, possessing, using or being under the influence of a controlled substance at the Company's workplace. Any employee who violates this prohibition shall be subject to immediate removal from the aforesaid workplace, as well as other disciplinary action, including discharge.

**B. Use of Over-The-Counter Medication Or Medications Prescribed By a Licensed Physician**

1. Use of over-the-counter medications or of a medication prescribed by a licensed physician in accordance with the physician's order, is NOT prohibited; but to avoid an unwarranted accusation and/or other misunderstanding, the employee is required to report the fact that he is taking such medication to this Foreman and/or Supervisor, prior to commencing work at the workplace.
2. Any employee who is lawfully using a controlled substance at the workplace, i.e., taking prescription drugs in accordance with a doctor's order, while not subject to disciplinary action, may nevertheless be required to leave the workplace if consumption of that medication presents a safety hazard or prevents him from being able to properly perform his work.

**C. Education and Awareness Program**

To complement and foster our Joint Company and Union Policy and Program of achieving a drug-free workforce and an alcohol-free work place, the Company shall establish and implement a Drug Education And Awareness Program which shall include the following:

1. Dissemination of information to employees at least twice a year regarding the dangers of drugs in the workplace, the Company policy of maintaining a drug-free workplace; the penalties that may be imposed for drug or alcohol abuse violations; and any available substance counseling programs and services, substance abuse rehabilitation programs, employee assistance programs, and other community services that are available to those who have a drug or alcohol problem.

In connection with the above, employees will be encouraged to seek counseling and other assistance from these agencies on a self-referral basis if they feel they have a need for it. An employee who voluntarily seeks help and undergoes treatment for drug or alcohol abuse prior to being required to undergo testing will NOT be subject to disciplinary action because of admitted substance abuse, provided he or she thereafter remains drug and alcohol free after commencing treatment. Failure to remain drug or alcohol free shall be considered as that employee's First Offense and subject the employee to the actions set forth under paragraph G.1.(a), below.

2. Top Management and Supervisory employees will also be trained to assist in identifying and addressing the matter of unlawful use of alcohol or of a controlled substance by employees, including the making of referrals to appropriate agencies.

**D. Pre-Employment Testing**

1. Effective thirty (30) days after ratification of the Master Agreement, all current employees on the Contractors' payroll will not be required to undergo a pre-employment substance abuse test. However, an employee/applicant who has been laid off for thirty (30) calendar days or more or a new employee will be required to undergo a pre-employment substance abuse test as a condition of consideration of employment with the Company facility or work area.
2. Pre-employment testing must be in place and such testing must actually be conducted before the Company can conduct Periodic and Random Testing.

**E. Additional Considerations Applicable To Companies Regulated By the U.S. Department of Transportation**

In the event the Company is required to comply with U.S. Department of Transportation regulations regarding workplace drug testing programs the Company and the Union agree to comply with those regulations.



It is understood and agreed that compliance with the U.S. Department of Transportation regulations shall include:

1. Pre-employment and post-accident testing of applicants and employees subject to U.S. Department of Transportation regulation;
2. Appointment of a Medical Review Officer who will be responsible for making the final decision to verify a positive test result after review of all relevant data on the testing and any explanations offered by the individual tested;
3. Prohibiting employees who are subject to U.S. Department of Transportation regulation and who have tested positive from returning to work unless they are released to return to work by the Medical Review Officer;
4. Requiring employees who are subject to U.S. Department of Transportation regulation and who have tested positive to undergo increased, unannounced testing for up to 60 months; and
5. Retention of all positive test results for 5 years and retention of all negative results for 12 months.

**F. Immediate Removal From Job/Drug Testing**

1. The Company shall have the authority to immediately remove any employee from the workplace and to require that employee to immediately undergo, at Company expense, drug or alcohol testing in the manner set forth below, under the following circumstances:

(a) **For Cause.** When a reasonable, objective basis exists to believe that an employee has engaged in the unlawful use of or is under the influence of a controlled substance at the workplace as evidenced by such factors as, but not limited to, the following:

- (1) Unsafe work habits or practices that endanger the employee himself/herself and/or other employees;
- (2) Abnormal work performance;
- (3) Physical conditions and/or symptoms, such as unstable balance, alcohol on breath, glassy or reddened eyes;
- (4) Frequent or unexplained absence from the workplace or job site during the employee's shift;
- (5) Abnormal personal behavior and/or poor interpersonal relations on the job;
- (6) Discovery of controlled substances, alcohol, or controlled substances paraphernalia at the work area or on the job site, in the possession of or immediate proximity of an employee; and/or
- (7) Objective evidence of unlawful use of a controlled substance or unlawful sale of a controlled substance as provided by any Federal, State or local enforcement agency;

In utilizing the foregoing criteria of a "reasonable, objective basis," the parties hereto ex-

pressly agree that the Federal or State Constitutional law standards of "probable cause" or "reasonable suspicion" are not applicable.

The Contractor shall complete the attached form (Appendix B) prior to sending an employee to be tested For Cause.

- (b) **Periodic Testing.** Periodic, routine or intermittent testing shall be conducted at different times and at different intervals for all employees on the project to determine the use of any illegal or unauthorized drug, alcohol or other substances prohibited by this policy.

Post-counseling/rehabilitation or return-to-work medical examinations may be required when an employee returns to work after a long illness, disabling injury, extended absence, reduction in force or as a result of a condition of reinstatement upon completion of a drug and alcohol treatment or counseling program.

As part of an annual physical the Company may require testing for those employees who are required to undergo medical examinations due to regulatory requirements of Local, State or Federal agencies (DOT, ICC, DOD, etc.)

- (c) **Random Testing.** Random Testing may be used at any time.

Workplace testing may be altered or changed whenever the employees' activities are regulated by either the Department of Transportation, Department of Defense or by contract with any other branch of government or private industry.

Random testing selection will be done on a fair and impartial basis as mutually agreed upon by the parties.

2. Urine samples will be taken only under the direction of a licensed physician designated by a Company-designated medical laboratory and the "Procedures For Medical Tests Of Urine Samples" as set forth in Appendix "A" as attached hereto shall be followed.
3. In addition, physicians and health care professionals who provide testing services for controlled substance and alcohol impairment shall adhere to the Code of Ethical Conduct For Physicians Providing Occupational Medical Services as adopted by the American Occupational Medical Association on July 23, 1976, as well as to the "Drug Screening In The Workplace Ethical Guidelines" as adopted by that same organization on July 25, 1986.
4. Refusal to sign an authorization to submit to a drug, controlled substance, or alcohol test, the refusal to undergo such a test, or the refusal to permit the physician or medical laboratory to provide the test results to the Company and Union shall constitute an act of insubordination. This aforesaid insubordination shall be just and proper cause for discipline, including discharge. The penalty for this aforesaid insubordination shall be: (a) a two week suspension from work without pay and without



fringe benefits accruing, for the first act of this aforesaid insubordination; (b) a four (4) week suspension from work without pay and without fringe benefits accruing for the second act of this aforesaid insubordination; and (c) discharge from employment for the third act of this aforesaid insubordination.

5. An employee shall complete the "Consent For The Release Of Confidential Information" form as set forth in Appendix "C" prior to undergoing a substance abuse test. When an employee is tested, the employee, the Company and the Union shall be notified of the test results. Action against the employee shall be taken in accord with the disciplinary section herein if the employee's drug or alcohol test results are positive, as defined in Appendix "A" hereto.
6. The medical laboratory shall retain all positive specimens, in a frozen state, for twelve (12) months; all negative specimens for two (2) weeks. An employee shall have the right to have his or her sample as originally collected independently retested at his/her expense by a NIDA-certified laboratory. The employee must exercise this right within fourteen (14) days from the time of the original sample collection and the employee must select a laboratory among those listed in Appendix "D" to conduct such retesting. If the independent drug or alcohol retest results are not positive under the criteria set forth in Appendix "A": (a) the employee shall be put back to work immediately with reimbursement of full back pay and benefits and with a rescission of any discipline imposed by reason of a positive drug test result, along with an explanation for such rescission, and (b) the Company shall also reimburse the employee for the cost of the retest as paid for by the employee.

Where the employee believes that the positive test result is not due to unlawful use of alcohol or a controlled substance, but due to exposure to a workplace substance, or that the accuracy of the test result was confounded by a workplace substance, he/she shall have the right, at the Company's expense to have an independent laboratory designated by the Company to evaluate the specimen by mass spectrometry or other state-of-the-art technology. If the evaluation indicates that the positive test result was due to a workplace substance, or that a workplace substance confounded the accuracy of the test; (a) the employee will be put back to work immediately with full back pay and benefits, and with a rescission of any discipline imposed along with an explanation for such rescission; and (b) the Company shall take immediate steps to insure that employees are not exposed to such substances at levels that may produce or cause such positive test results, or that may cause material impairment of health or functional capacity.

7. An employee who tests positive and is later allowed to return to work pursuant to paragraphs G.1.(a) or (b), below shall be subject to unannounced testing by the Company until two (2) subsequent

consecutive tests of this nature are negative. Such tests shall be conducted within twelve (12) months after the employee returns to work, and in any event shall cease after the expiration of the aforesaid time period.

#### G. Schedule of Disciplinary Actions

The manufacture, distribution, dispensation, possession, use of, or being under the influence of alcohol or a controlled substance by an employee, the manufacture, distribution, dispensation, possession or use of the paraphernalia of a controlled substance by an employee, or the attempt to engage in any of the foregoing by an employee, is prohibited at the Company's workplace. The violation of this aforesaid prohibition by an employee shall constitute just and proper cause for discipline, including but not limited to discharge, as defined in the Master Agreement, and as specified in this Amendment to the Master Agreement. In the event the employee engages in a separate act of misconduct, in addition to the violation of this Policy, (such as insubordination, fighting, etc.), or engages in conduct which results in physical injury or property damage, the employee may also be disciplined for such conduct or misconduct in addition to discipline for the drug or alcohol offense. Such discipline shall be in accord with principles of just and proper cause.

1. The following disciplinary actions shall be taken against an employee whose drug or alcohol test has a positive reading, as defined in Appendix "A" hereto, or who is guilty of using or being under the influence of a controlled substance or alcohol at the workplace, and hereinafter collectively referred to as an offense:

##### (a) First Offense

- (1) **Employee Option 1** - The employee shall be afforded the opportunity to enroll in a substance abuse assistance or rehabilitation program. If the employee enters such a program, his or her status as an employee will not be affected and he/she will be allowed to return to work and to continue to work as long as he/she remains drug free as indicated by a negative drug test result.
- (2) **Employee Option 2** - A first-offense employee who does not choose to enroll in a substance abuse assistance or rehabilitation program shall be suspended for the length of time it takes to obtain a negative reading from any subsequent drug or alcohol test but in any case, no less than a two (2) week suspension. The employee must make arrangements with his or her Company prior to undergoing drug or alcohol retesting. Should subsequent drug or alcohol test fail to produce a negative reading within three (3) months after the first offense, then the employee shall be considered as having committed his or her second offense.

- (b) **Second Offense** - A suspension from work for the time it takes to obtain a negative reading from any subsequent drug or alcohol test but in



any case, no less than a four (4) week suspension from work. The employee must make arrangements with his or her Company prior to undergoing drug or alcohol retesting. Should a subsequent test fail to produce a negative reading within two (2) months after the beginning of such suspension, then the employee will be discharged and will not be eligible for re-employment by the Company until such time as the physician or medical laboratory that conducted the original test submits verification of a negative reading having been obtained from said person.

- (c) **Third Offense** - Any employee who tests positive for the third time will be discharged and will not be eligible for re-employment by the Company for a period of three years, unless the employee can establish through objective evidence that he or she is no longer a current alcohol or drug abuser whose current use of alcohol or drugs prevents such individual from doing his or her job, or would constitute a threat to property or the safety of others.

2. For purposes of administering this paragraph G (Schedule Of Disciplinary Actions), offenses shall be cumulative on a Company-wide basis. For example: An employee commits an offense while employed on Job A. Said employee is subsequently employed on Job B where he/she commits another offense. That offense shall be considered and his/her second offense.

#### **H. Selling of Controlled Substances**

1. An employee who sells or attempts to sell a controlled substance and/or the paraphernalia of a controlled substance at the Company's workplace shall be immediately discharged from employment. In addition, any employee who engages in such conduct and is discharged for the same shall not be eligible for re-employment by the Company.
2. Any such incidents shall also be reported to appropriate enforcement agencies.

#### **I. Additional Considerations Applicable To Work On Federal Construction Projects**

The following additional provisions shall apply only to employees who are employed by the Company on a work project that constitutes a procurement by the Federal Government or a Federal Agency of any property or services of a value of Twenty-Five Thousand Dollars (\$25,000) or more.

1. As a condition of employment, any employee convicted of a violation of a criminal drug statute for a violation occurring in the workplace must, as required by the Federal Drug-Free Workplace Act, notify the Company within five (5) days of that conviction. Failure to do so will subject the employee to disciplinary action, including discharge.
2. As required by the Federal Drug-Free Workplace Act, any employee who is convicted of a violation of a criminal drug statute occurring in the workplace shall be disciplined by the Company or shall

be required by the Company to participate in an approved drug abuse assistance or rehabilitation program.

3. As required by the Federal Drug-Free Workplace Act, the Company must and will notify any Federal Contracting Agency on whose projects it is working of a workplace drug conviction within ten (10) days after receiving notice from the convicted employee or other official source of such conviction.
4. In compliance with the U.S. Department of Defense Drug-Free Workplace Clause (September 1988), any employee who has been granted access to secret or classified information — or whose position and work involves national security, health, or safety and/or a high degree of trust and confidence — will, at the Company expense, be subject to testing for the unlawful use of controlled substances and alcohol.
5. The Company shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of any work or contract.

#### **J. Controlled Substance**

For purposes of this Amendment to the Master Agreement, a "controlled substance" is defined as: any drug listed in Schedules I through V of the Controlled Substances Act, at Section 202 thereof, 21. U.S.C., Section 812. These controlled substances include, but are not limited to, marijuana, cocaine, opiates, amphetamines and phencyclidine.

#### **K. Application of Grievance Procedure And Arbitration Provisions**

Grievances of employees covered by the Master Agreement involving the application of the terms and conditions of employment set forth herein shall be subject to the Grievance Procedure And Arbitration Provisions as set forth in the Master Agreement, with the results thereof being final and binding.

#### **L. Inclusion of Substance Abuse Treatment Benefits Under the Health & Welfare Plan**

If not already included, the parties hereto will recommend to the Trustees that substance abuse treatment benefits be included under the jointly administered Health & Welfare Plan, created under Section 302 of the Taft-Hartley Act.

#### **M. Apprenticeship Requirements**

The parties hereto will also recommend that the passage of a drug test for unlawful use of controlled substances be part of the eligibility requirements for entry into and indenture under the Apprenticeship Program maintained by the Company and the Union pursuant to a Trust Fund created under Section 302 Of the Taft-Hartley Act.

#### **N. Disclosure Of Information**

1. The Company and the Union shall be required to disclose to one another any and all information in their possession that is necessary to enforce this Addendum to the Labor Agreement. The foregoing duty to disclose information is included herein



in order for the Company and the Union to comply with their respective duties to bargain in good faith under Sections 8(a)(5) and 8(b)(3) respectively of the National Labor Relations Act, as amended.

2. The records maintained by the Company for its employee assistance program are confidential and protected by federal law and regulations. The Company cannot disclose information identifying an employee as a participant in its program except in the following limited circumstances:
  - (a) The employee-participants consent to the disclosure in writing as set forth in Appendix "E" attached hereto and made a part hereof;
  - (b) The disclosure is required by a court order;
  - (c) The information is necessary to meet a medical emergency involving the employee-participant; or
  - (d) The information is required by qualified personnel for research, audit or program evaluation.
3. The Company will provide each employee who participates in the employee assistance program with a written summary, as requested, of the federal law and regulations governing disclosure as set forth in Appendix "F" attached hereto and made a part hereof.
4. An employee's participation in the employee assistance program will not prohibit the Company and/or employee assistance program provider from reporting any crimes committed by the employee-participant either at the program or against any person who works for the program or from reporting any threats to commit such crimes, to the appropriate federal, state or local authorities.
5. An employee's participation in the employee assistance program will not prohibit the Company and/or employee assistance plan provider from reporting any information about suspected child abuse, or neglect under state law to the appropriate state or local authorities.

#### O. Additional Definitions

As utilized herein, the following terms have the following meanings:

1. The term "conviction" means the finding of guilt (including a plea of nolo contendere or no contest) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of Federal or State criminal drug statutes;
2. The term "criminal drug statute" means a criminal statute involving manufacture, distribution, dispensation, use, or possession of any controlled substance;
3. The term "Federal Agency" means an agency as that term is defined in Section 552(f) of Title 5, United States Code;
4. The terms "unlawful use of a controlled substance," "illegal use of a controlled substance," or "illegal use of drugs" means the use, consumption or inges-

tion of any controlled substance under any circumstances except when directed by a physician or dentist;

5. The term "workplace" means any site for the performance of the work of the Company or any location where the employee may be during paid Company time or when the employee is under the care, control, and custody of the Company; and
6. The terms "drug" or "drugs" mean a controlled substance as defined herein.

#### P. Entire Agreement

This document contains the entire agreement and no other substance abuse testing shall be allowed unless by mutual written agreement between the parties.



**APPENDIX A**  
**PROCEDURES FOR MEDICAL TESTS OF URINE SAMPLES**

Subject to the restrictions on medical tests contained in the foregoing Amendment to the Master Agreement, urine samples shall be handled in the following manner:

- A. Collection shall be by a physician or health care professional. The presence of a Union representative is not necessary when the collection of urine is made. Specimen containers shall be labeled with a number and if the donor chooses, the donor's signature, and shall be closed with a tamper-proof seal initialed by the donor and collecting agent. The labeling shall be done in the employee's presence and in the presence of a Union representative if the employee chooses.
- B. The specimen number and identifying information on the donor shall be entered on a log and signed by the collecting technician in the presence of the employee — and in the presence of a Union representative if the employee chooses — and the employee shall initial the proper line on the log entry.
- C. The volume of each sample shall be such that sufficient amounts of urine will exist for both initial tests, confirmation tests and independent testing.
- D. Samples shall be stored in a scientifically acceptable manner.
- E. All handler and couriers of the sample must complete entries and identify themselves on a proper chain of custody form.
- F. Confirmation tests in accordance with the Guidelines as established by the National Institute On Drug Abuse (NIDA) must be performed. After testing and confirmation testing, the facility must retain a sufficient portion of the sample for independent retesting and store that portion in a scientifically acceptable, preserved manner for the period of time as set forth in the guidelines as issued from time to time by the National Institute On Drug Abuse (NIDA) — unless the donor/employee or the Union requests of the facility that it retain the sample for a longer period of time.
- G. Results of the testing shall be communicated in writing to the Company, Union and the donor/employee within seventy-two (72) hours after the results are determined. The laboratory may only report a positive drug or alcohol test result if the appropriate test indicates that the specimen contains levels of drugs in excess of the following levels:
  - 1. Blood alcohol level in excess of the State of Hawaii Standard giving rise to a legal presumption of intoxication.
  - 2. Drug levels in excess of those levels as set forth in the Guidelines as established by the National Institute On Drug Abuse (NIDA).
- H. Information on test results and the fact that testing was done shall be kept confidential by the Company, Union, and tester, and shall be communicated only to those who must know the information in order to ensure safety at the workplace and enforce the terms and conditions set forth in the foregoing Amendment to the Master Agreement. Copies of all documents — including but not limited to test results, computer printouts, graphs, interpretations, and chain of custody forms — shall be delivered to the employee from whom the samples of the bodily fluids were taken.
- I. On the day that the sample is taken when tested For Cause, the Contractor shall send the employee home for the remainder of the day, and shall arrange transportation home for that employee and not allow the employee to drive home. The employee shall not be allowed to return to work until his or her test results are known.
- J. As utilized herein, the terms "drug" or "drugs" mean a controlled substance as defined in the foregoing Amendment to the Master Agreement. As utilized herein, the term "alcohol" has the same meaning that is set forth in the foregoing Addendum to the Master Agreement.



**APPENDIX B  
SUBSTANCE ABUSE TESTING**

TYPE: \_\_\_\_\_

LOCATION CODE: \_\_\_\_\_

**SUBSTANCE ABUSE TESTING**

TO: \_\_\_\_\_ DATE: \_\_\_\_\_

POSITION: \_\_\_\_\_ DEPT/PROJECT: \_\_\_\_\_

1. As an employee, you are ordered to be tested for substance abuse in accordance with Company policy and procedures, based on reasonable suspicion.
2. An appointment has been made for you to be tested at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

3. You will be escorted to the collection site by a Company official or representative. You will be provided transportation to the collection site and provided transportation to your residence upon completion of the specimen collection. Any costs accrued for transportation will be paid by the Company.
4. You will be required to sign a form voluntarily consenting to submit to testing, to provide specimen(s) as part of testing and to release the test results to the Company and its Medical Review Officer. Failure to sign this form shall result in disciplinary action as set forth in the program and procedures for disciplinary action.
5. You are hereby placed on indefinite suspension without pay pending the results of the substance abuse test. If the results are negative, you will be returned to work immediately and reimbursed for all lost time, and no record of the testing or indefinite suspension will be placed in your personnel file.

All substance abuse testing required by the Company will be in accordance with any applicable local, federal and state laws or regulations.

Unless you are advised otherwise in writing by the Company, substance abuse testing for cause shall be for the presence of alcohol in the system or for the following substances of abuse: marijuana, cocaine, amphetamines, opiates and phencyclidine.

You are advised that over-the-counter medications or prescribed drugs may result in a positive test result. For this reason, the Company's Medical Review Officer may need my assistance in identifying which medications or drugs I may be taking at the present time and may have taken within the past thirty (30) days to ensure accuracy of testing results.

I would like to voluntarily disclose that I am currently taking the medication listed below:

**\*Please take a picture ID with you for identification at the time of testing.**

If you have any questions, please contact the undersigned. Failure to undergo substance abuse testing as required by the Company may result in disciplinary action.

\_\_\_\_\_  
Director of Environmental Safety and Health,  
Personnel Manager, or designee

cc: Medical Review Officer



**APPENDIX C**  
**CONSENT FOR THE RELEASE OF CONFIDENTIAL INFORMATION**

I, \_\_\_\_\_, authorize \_\_\_\_\_ to  
(Name of patient) (Name of Testing Facility)  
disclose to \_\_\_\_\_ information  
(Name of Employer and Name of Union)

regarding the result of any substance abuse test taken by me under the Agreement covering Drugs and Other Controlled Substances on Construction Job sites in the State of Hawaii (the "Agreement"). The purpose of the disclosure authorized herein is to determine whether I have complied with the provision of the Agreement.

I understand that my records are protected under the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, and cannot be disclosed without my written consent unless otherwise provided for in the regulations. I also understand that I may revoke this consent at any time except to the extent (that action has been taken in reliance on it, and that in any event) this consent expires automatically upon my termination from employment with the above-referenced employer.

\_\_\_\_\_  
Signature of patient

\_\_\_\_\_  
Date



# **APPENDIX D** **COLLECTION STATIONS FOR DRUG TESTING**

## **Location**

Straub Occupational Health Services  
848 S. Beretania Street  
Honolulu, Hawaii 96814

Reliable Drug Testing Services, Inc.  
1524 Ala Puumalu Street  
Honolulu, Hawaii 96818-1547

Concentra Medical Centers  
545 Ohohia Street  
Honolulu, Hawaii 96819

Clinical Labs of Hawaii  
33 Lanihuli Street  
Hilo, Hawaii 96720

Kona Hospital Laboratory  
P.O. Box 69  
Kealahou, Hawaii 96750  
(Basement Level)

Maui Memorial Hospital  
221 Mahalani Street  
Wailuku, Hawaii 96793

Clinical Labs of Hawaii  
1831 Wili Pa Loop  
Wailuku, Hawaii 96793

Wilcox Memorial Hospital  
Laboratory  
3420 Kuhio Highway  
Lihue, Hawaii 96766

## **Contact Person**

Dr. Michael Kusaka (MRO)  
Phone: 522-3813

Kalfreda Mae Wataoka  
Phone: 833-5973

Dr. Ronald Kienitz (DO)  
Phone: 831-3000

Adrian Mangiboyat  
Phone: 961-4708  
Fax: 935-2518  
**HILO**

Laura Kaiwi-Machen  
Phone: 326-1026  
**KONA**

Wade Hiraga (after hours)  
Phone: 242-2064  
**MAUI**

Alison Horie  
Phone: 244-5567  
**MAUI**

Rolinda Deyro  
Phone: 245-1088  
Charlene Oshiro  
Phone: 245-1087  
**KAUAI**

Any facility that adheres to the Standard of Substance Abuse Testing established by the Department of Health and Human Services (DHHS) and Substance Abuse and Mental Health Services Administration ("SAMHSA") as set forth in 49 CFR Part 40 or Hawaii Revised Statutes 329 B-4, 5 and 6 may be used as a collection station for Substance Abuse Testing.



**APPENDIX E**  
**WRITTEN CONSENT FOR DISCLOSURE OF INFORMATION**  
**CONTAINED IN THE COMPANY'S RECORDS CONCERNING PARTICIPATION**  
**IN EMPLOYEE ASSISTANCE PROGRAM FOR ALCOHOL OR DRUG ABUSE**

I, \_\_\_\_\_ request/authorize  
(Name of employee-patient)

\_\_\_\_\_ to disclose to \_\_\_\_\_  
(Name of Company) (Name of party to receive information)

the following information: \_\_\_\_\_

\_\_\_\_\_

for the limited purpose of \_\_\_\_\_

I understand that this consent is subject to revocation at any time to the extent that the employer has already disclosed such information in reliance upon this consent form. If not previously revoked, this consent will terminate upon \_\_\_\_\_

\_\_\_\_\_  
(Specific date, event or condition)

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date signed

Original to employee's file.



**APPENDIX F  
MEMORANDUM**

TO: \_\_\_\_\_

FROM: \_\_\_\_\_  
(Name of Company)

DATE: \_\_\_\_\_

RE: CONFIDENTIALITY OF ALCOHOL AND DRUG ABUSE PATIENT RECORDS.

The records maintained by \_\_\_\_\_  
(Name of Company)

("the Company") in relation to its employee assistance program for alcohol or drug abuse are protected by federal law and regulations.

The Company cannot disclose information identifying you as a patient or participant in such program except in the following limited circumstances:

1. You (the participant) have consented in writing;
2. The disclosure is required by a court order;
3. The information is necessary to meet a medical emergency involving you;
4. The information is required by qualified personnel or research, audit or program evaluation.

Violation of the federal law and regulations by a program is a crime. Suspected violations may be reported to appropriate authorities in accordance with federal regulations.

Federal law and regulations do not protect any information about a crime committed by a patient either at the program or against any person who works for the program or about any threat to commit such a crime.

Federal laws and regulations do not protect any information about suspected child abuse or neglect from being reported under state law to appropriate state or local authorities.

Copy to employee's file.







**Hawaii Carpenters Union**  
**Local 745**

1311 Houghtailing Street  
Honolulu, Hawaii 96817

First Class Mail  
US Postage Paid  
Honolulu, Hawaii  
Permit No. 596