

K#8794

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and entered into by and between **UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, LOCAL 745** (hereinafter referred to as the "Union") and the **GENERAL CONTRACTORS LABOR ASSOCIATION** and the **BUILDING INDUSTRY LABOR ASSOCIATION OF HAWAII** (each of whom is hereinafter referred to as the "Association") constitutes the basis of settlement on all issues discussed between the Association and the Union.

It is understood that unless otherwise modified by this Memorandum of Agreement, the terms and conditions of the existing collective bargaining agreement between the Association and the Union that became effective September 1, 2007 to and including August 31, 2014, shall be unchanged.

EXHIBIT "A-1"
SCHEDULED WAGE & BENEFIT INCREASES

Effective 8/29/11

Market Recovery Program will be reduced from \$.74 to \$.47

Wage Rate (Journeyman) will be increased from \$1.25 to \$1.50

Vacation Fund Admin Fee will be increased from \$.05 to \$.07

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed this 5th day of May, 2011.

UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS
OF AMERICA, LOCAL 745

By [Signature]
Its: Financial Secretary -
Business Representative

GENERAL CONTRACTORS
LABOR ASSOCIATION

By [Signature]
Its: William J. Wilson, President

BUILDING INDUSTRY
LABOR ASSOCIATION

By [Signature]
Its:

AMENDMENT OF AGREEMENT

It is agreed by and between the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, LOCAL 745 and the GENERAL CONTRACTORS LABOR ASSOCIATION and the BUILDING INDUSTRY LABOR ASSOCIATION OF HAWAII, that the agreement effective from September 1, 2007 up to and including August 31, 2012, shall be amended as follows:

**EXHIBIT "A-1"
SCHEDULED WAGE & BENEFIT INCREASES**

Effective September 1, 2008, the following hourly contribution rates shall apply:

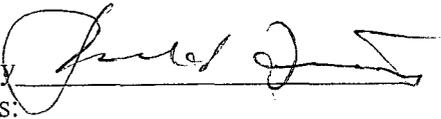
Market Recovery Program	\$.74
Carpenters International Training Fund	\$.06
Carpenters Labor Management Education and Development Fund	\$.04

Except as amended herein, all other terms and conditions of the current Master Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment of Agreement to be executed this 14th day of August, 2008.

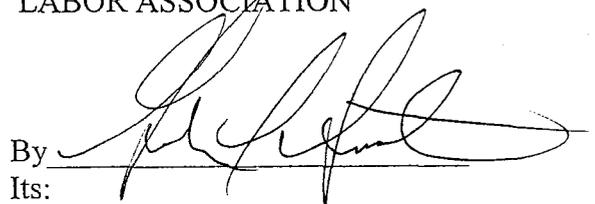
UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS
OF AMERICA, LOCAL 745

By
Its:



GENERAL CONTRACTORS
LABOR ASSOCIATION

By
Its:



BUILDING INDUSTRY
LABOR ASSOCIATION

By
Its:



MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT by and between the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, LOCAL 745 and the GENERAL CONTRACTORS LABOR ASSOCIATION and the BUILDING INDUSTRY LABOR ASSOCIATION OF HAWAII, constitutes the basis of settlement on all issues discussed between the Employer and the Union in the recently concluded negotiations.

It is understood that unless otherwise modified by this Memorandum of Agreement, the terms and conditions of the existing collective bargaining agreement between the Employer and the Union that became effective September 1, 2007 to and including August 31, 2012, and as amended by Amendment of Agreements dated September 18, 2007 and August 14, 2008, shall be unchanged.

Section 1. DURATION

1.1 This Agreement shall be binding upon the respective parties effective September 1, 2007, to and including August 31, 2014, 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 the same.

SECTION 10 WAGES. Modify as follows:

10.1 Wage Schedule. Attached hereto as Exhibit "A" and "A-1" and made a part of this Agreement is the Wage Schedule which shall be effective for the term of this Agreement.

Agreement Reached on (Date) July 10, 2009

General Contractors Labor Association

By:
Its: _____

United Brotherhood of Carpenters
And Joiners of America, Local 745

By:
Its: _____

Building Industry Labor Association

By:
Its: _____

MASTER AGREEMENT COVERING
CARPENTERS IN THE STATE OF HAWAII

EXHIBIT "A"

CLASSIFICATION AND MINIMUM HOURLY WAGE SCHEDULE

	Eff. <u>9/1/08</u>	Eff. <u>8/31/09</u>	Eff. <u>8/30/10</u>	Eff. <u>8/29/11</u>	Eff. <u>8/27/12</u>	Eff. <u>8/26/13</u>
Foreman	\$37.70	\$37.70	\$37.70	\$38.95	\$40.20	\$41.45
Working Foreman	36.95	36.95	36.95	38.20	39.45	40.70
Journeyman Carpenter (Form/Framer/Rough/Finish)	36.20	36.20	36.20	37.45	38.70	39.95
Millwright and Machine Erector	36.45	36.45	36.45	37.70	38.95	40.20
Power Saw Operator (2 h.p. and over)	36.35	36.35	36.35	37.60	38.85	40.10

Wage Differentials

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

Foreman	\$ 1.50
Working Foreman	\$.75
Millwright and Machine Erector	\$.25
Power Saw Operator	\$.15

EXHIBIT "A-1"
SCHEDULED WAGE & BENEFIT INCREASES
COVERING CARPENTERS IN THE STATE OF HAWAII

	Present	Effective 08/31/09	Effective 08/30/10	Effective 08/29/11	Effective 08/27/12	Effective 08/26/13
<i>INCREASE</i>		.20	.20	1.75	1.75	2.00
WAGE RATE (Journeyman)	36.20	36.20	36.20	+1.25 37.45	+1.25 38.70	+1.25 39.95
HEALTH & WELFARE	5.92	+20 6.12	+20 6.32	+20 6.52	+20 6.72	+25 6.97
FUTURE RETIREE MEDICAL	.88	.88	.88	.88	.88	.88
FINANCIAL SECURITY FUND	4.70	4.70	4.70	4.70	4.70	4.70
401(k)	1.50	1.50	1.50	1.50	1.50	1.50
VACATION & HOLIDAY FUND	5.25	5.25	5.25	5.25	5.25	5.25
VACATION FUND ADMIN FEE*	.05	.05	.05	.05	.05	.05
APPRENTICESHIP & TRAINING	.71	.71	.71	.71	.71	.71
MARKET RECOVERY PROGRAM	.74	.74	.74	.74	.74	.74
CARPENTERS INTERNATIONAL TRAINING FUND	.06	.06	.06	.06	.06	.06
CARPENTERS LABOR MANAGEMENT EDUCATION AND DEVELOPMENT FUND	.04	.04	.04	.04	.04	.04
WAGE/FRINGE OPTION	---	+.15**	+.15**	.30	.30	.50
TOTAL WAGES	\$56.05	+.20 \$56.25	+.20 \$56.45	+1.75 \$58.20	+1.75 \$59.95	+2.00 \$61.95
Industry Improvement Program	.03	.03	.03	.03	.03	.03
Labor Association GCLA Contract Negotiation/ Administration Fee BILA	.065	.065	.065	.065	.065	.065
	.05	.05	.05	.05	.05	.05
TOTAL PACKAGE GCLA	\$56.145	\$56.345	\$56.545	\$58.295	\$60.045	\$62.045
TOTAL PACKAGE BILA	\$56.13	\$56.33	\$56.53	\$58.28	\$60.03	\$62.03

*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.

**The \$.15 wage/fringe option in 2009 and 2010 will only be used (to the extent necessary) in the event the Health and Welfare, Retiree Medical and/or Apprenticeship and Training Trust Funds need additional contributions as determined by the consultants/actuaries. If additional contributions are not needed, or if only a portion of the wage/fringe options for 2009 and 2010 are needed, the remaining balance will be deleted.

AMENDMENT OF AGREEMENT

It is agreed by and between the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, LOCAL 745 and the GENERAL CONTRACTORS LABOR ASSOCIATION and the BUILDING INDUSTRY LABOR ASSOCIATION OF HAWAII, that the agreement effective from September 1, 2007 up to and including August 31, 2012, shall be amended as follows:

ADDENDUM I

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

Amend the title of subsection F. to read: "Immediate Removal From Job/Substance Abuse Testing/Substance Abuse On-Site Screening Test".

Add to subsection F. the following:

8. Provided the requirements of paragraph D.2 of this Agreement have been met, the Company shall have the authority to perform a substance abuse on-site screening test for the reasons set forth in paragraphs D.1 and F.1(a)-(c) of this Agreement. The substance abuse on-site screening test shall be conducted in accordance with the requirements of Section 329B-5.5, H.R.S. and this Agreement, including the following: (a) the test shall be administered according to the package insert that accompanies the substance abuse on-site screening test; (b) the operator who administers the substance abuse on-site screening test shall be trained in the use and administering of the on-site screening test by the manufacturer of the on-site screening test or the manufacturer's designee; (c) any information concerning the substance abuse on-site screening test shall be strictly confidential and shall not be released to anyone without the informed written consent of the individual tested and shall not be released or made public upon subpoena or any other method of discovery, except that information relating to a positive on-site screening test result can be disclosed to the individual tested, the laboratory to which the individual is referred or as otherwise provided in 329B-5.5(5); (d) prior to the collection of any sample for substance abuse testing, the individual to be tested shall receive a written statement of the specific substances to be tested for, and no testing may be conducted for any substance not included on the written statement.

No adverse action may be taken against any employee or prospective employee who has a positive on-site substance abuse test unless the requirements of Section 329B-5.5, H.R.S., and this Agreement have been met by the Company. If an employee or prospective employee has a positive screening result and the Company decides to require a substance abuse test pursuant to Section 329B-5 and this Agreement, the employee or prospective employee shall be transported by the Company to the test location within four (4) hours after obtaining the positive screening result. The substance abuse test shall be covered by the provisions of this Agreement, including all provisions concerning the effects of a negative test.

The Union's prior written consent shall be obtained for the specific type of on-site screening test that will be utilized by the Company. No employee or prospective employee shall be required to submit to an on-site screening test of a type that has not been approved by the

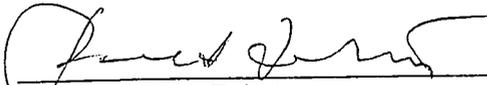
Union. Paragraph F.4. shall apply to an employee or prospective employee who has been selected to undergo a substance abuse on-site screening test; provided that if the referral for a substance abuse test is the result of an on-site screening test, an employee or prospective employee who refuses to report to the substance abuse test or fails to report to the substance abuse test shall be given a written notice that: (a) at the time of the substance abuse on-site screening test, the employer followed the procedures under Section 329B-5.5; (b) the employee or prospective employee was informed that the employee or prospective employee may refuse to submit to the substance abuse test; and (c) if the employee or prospective employee refuses or fails to submit to the substance abuse test, the employer may take adverse action against the employee or prospective employee.

Except as amended herein, all other terms and conditions of the current Master Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment of Agreement to be executed this 18TH day of SEPTEMBER, 2007.

UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA, LOCAL 745

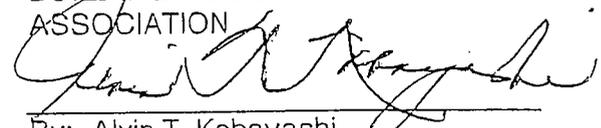
GENERAL CONTRACTORS
LABOR ASSOCIATION



By: Ronald I. Taketa
Financial Secretary-
Business Representative

By: Gordon L. Scruton
(Its President)

BUILDING INDUSTRY LABOR
ASSOCIATION



By: Alvin T. Kobayashi
(Its President)