K 8952
2,600 workers

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MASTER AGREEMENT

COVERING THE CEMENT FINISHING AND
MASONRY TRADES IN THE STATE OF HAWAII

by and between

INTERNATIONAL UNION OF BRICKLAYERS & ALLIED
CRAFTWORKERS, LOCAL NO. 1 OF HAWAII, AFL-CIO

and the

OPERATIVE PLASTERERS & CEMENT MASONS
INTERNATIONAL ASSOCIATION OF THE UNITED STATES
AND CANADA, LOCAL NO. 630, AFL-CIO

and the

GENERAL CONTRACTORS LABOR ASSOCIATION

and the

BUILDING INDUSTRY LABOR ASSOCIATION

and

ANY PERSON, FIRM CORPORATION, OR
OTHER ENTITY THAT BECOMES SIGNATORY HERETO

-- Effective September 1, 2003 to and including August 31, 2008 --

MASTER AGREEMENT COVERING MASONS (CEMENT FINISHERS) IN THE STATE OF HAWAII
(Operative Plasterers & Cement Masons International Association of the United States and Canada, Local No. 630, AFL-CIO)

		Effective 9/1/03	Effective 8/30/04	Effective 8/29/05	Effective 9/4/06	Effective 9/3/07
Wage Rate		+$.50	+$.45	+$.45	+$.40	+$.50
Journeyperson (Cement Finishers)		$26.80	$27.25	$27.70	$28.10	$28.60
Trowel Machine Operator		$26.95	$27.40	$27.85	$28.25	$28.75
Working Foreman		$27.30	$27.75	$28.20	$28.60	$29.10
Foreman*		$27.55	$28.00	$28.45	$28.85	$29.35
Health & Welfare		+$.30 $5.76	+$.25 6.01	+$.25 6.26	+$.31 $6.57	+$.30 $6.87
Pension		+$.20 $2.50	+$.25 $2.75	+$.15 $2.90	+$.10 $3.00	$3.00
Vacation & Holiday		+$.25 $3.25	+$.25 $3.50	+$.25 $3.75	+$.25 $4.00	+$.50 $4.50
Apprenticeship/Training		$1.05	$1.05	$1.05	$1.05	$1.05
Annuity		$4.91	$4.91	$4.91	+$.09 $5.00	$5.00
Research and Development		+$.05 $.05	+$.05 $.10	+$.10 $.20	+$.05 $.25	$.25
Total Wages & Fringes						
Journeyperson (Cement Finishers)		$44.32	$45.57	$46.77	$47.97	$49.27
Trowel Machine Operator		$44.47	$45.72	$46.92	$48.12	$49.42
Hawaii Construction Industry Improvement Program		+$.03	+$.03	+$.03	+$.03	+$.03
Labor Assn. Contract Neg./Admin. Fee	GCLA	.065	.065	.065	.065	.065
	BILA	.05	.05	.05	.05	.05
Total Package	GCLA	$44.415	$45.665	46.865	48.065	$49.365
Journeyman Cement Finisher	BILA	44.40	45.65	46.85	48.05	49.35
Trowel Machine Operator	GCLA	44.565	45.815	47.015	48.215	49.515
	BILA	44.55	45.80	47.00	48.20	49.50

WORKING FOREMAN ..... $0.50 per hour above applicable Journeyman rate.
FOREMAN* ..... $0.75 per hour above applicable Journeyman rate.
*Shall also work with the tools of the trade as required by the Contractor.

MASTER AGREEMENT COVERING MASONS (BRICKLAYERS) IN THE STATE OF HAWAII
(International Union of Bricklayers & Allied Craftsmen, Local No. 1 of Hawaii, AFL-CIO)

	Effective 9/1/03	Effective 8/30/04	Effective 8/29/05	Effective 9/4/06	Effective 9/3/07
Wage Rate	+$.50	+$.45	+$.45	+$.40	+$0.50
Journeyperson Mason (Bricklayers)	$26.85	$27.30	$27.75	$28.15	$28.65
Working Foreman	$27.35	$27.80	$28.25	$28.65	$29.15
Foreman*	$27.60	$28.05	$28.50	$28.90	$29.40
Health & Welfare	+$.30 $5.76	+$.25 $6.01	+$.25 $6.26	+$.31 $6.57	+$.30 $6.87
Pension	+$.20 $2.50	+$.25 $2.75	+$.15 $2.90	+$.10 $3.00	$3.00
Vacation & Holiday	+$.25 $3.25	+$.25 $3.50	+$.25 $3.75	+$.25 $4.00	+$.50 $4.50
Apprenticeship/Training	$1.05	$1.05	$1.05	$1.05	$1.05
Annuity	$4.91	$4.91	$4.91	+$.09 $5.00	$5.00
Research and Development	+$.05 $.05	+$.05 $.10	+$.10 $.20	+$.05 $.25	$.25
Supplemental Health & Welfare					
Total Wages & Fringes Journeyperson Mason (Bricklayers)	$44.37	$45.62	$46.82	$48.02	$49.32
Hawaii Construction Industry Improvement Program	+$.03	+$.03	+$.03	+$.03	+$.03
Labor Assn. Contract Neg./Admin. Fee GCLA	.065	.065	.065	.065	.065
BILA	.05	.05	.05	.05	.05
Total Package Journeyperson Mason (Bricklayers) GCLA	$44.465	45.715	46.915	48.115	49.415
BILA	44.45	45.70	46.90	48.10	49.40

WORKING FOREMAN ..... $0.50 per hour above applicable Journeyman rate.
FOREMAN* ..... $0.75 per hour above applicable Journeyman rate.
*Shall also work with the tools of the trade as required by the Contractor.

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MASTER AGREEMENT COVERING THE

CEMENT FINISHING AND MASONRY TRADES IN THE STATE OF HAWAII

The Contractors acknowledge that the Unions have presented satisfactory proof of representation of the employees of Contractors covered under this Master Agreement.

NOW, THEREFORE:

THIS AGREEMENT is made and entered into by and between:

INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFTWORKERS, LOCAL NO. 1 OF HAWAII, AFL-CIO

AND THE

OPERATIVE PLASTERERS & CEMENT MASONS INTERNATIONAL ASSOCIATION OF THE UNITED STATES AND CANADA, LOCAL NO. 630, AFL-CIO

(hereinafter collectively referred to as the "Union")

AND THE

GENERAL CONTRACTORS LABOR ASSOCIATION

AND THE

BUILDING INDUSTRY LABOR ASSOCIATION
(each of whom is hereinafter referred to as the "Association")

for and on behalf of those persons, firms, corporations or other entities who are or who become members of either of the above-listed Associations and who are or who become signatory to this Agreement pursuant to the provisions of Section 3.3. 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 3.3. 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, 2003, to and including August 31, 2008, 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. Any such notice must be given by the party desiring to modify, amend, or terminate the Agreement at least one hundred eighty (180) calendar days prior to the expiration date, but not more than two hundred ten (210) 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. If such notice shall not be given, the Agreement shall be deemed to be renewed for the succeeding year.

Section 2. COVERAGE

2.1 Work Covered. The work covered by this Agreement shall be that work coming within the recognized jurisdiction of the International Union of Bricklayers & Allied Craftworkers, Local No. 1 of Hawaii, AFL-CIO and the Operative Plasterers & Cement Masons International Association of the United States and Canada, Local No. 630, AFL-CIO, and/or as outlined in Exhibit "A," attached hereto and made a part hereof. It shall also include additional classifications, technological changes and new products that may be developed and other means of installation that are introduced and are deemed to fall under the jurisdiction of the International Union of Bricklayers & Allied Craftworkers, Local No. 1 of Hawaii, AFL-CIO and the Operative Plasterers & Cement Masons International Association of the United States and Canada Local No. 630, AFL-CIO. If any of the work listed above is covered by a jurisdictional agreement between the above Unions and any other International Union, such jurisdictional agreement shall be recognized.

2.2 Employees Covered

(a) The employees covered by this Agreement are those employees of the Contractor employed in the State of Hawaii in the classifications set forth in the Classification And Hourly Wage Schedule which is attached hereto as Exhibit "A" and made a part hereof, including any additional classifications that may be added thereto pursuant to the provisions of Section 10.5 (New Job Classifications) of this Agreement.

(b) The following classifications and employees are specifically excluded from coverage under this Agreement: office clerical employees, confidential employees, professional employees, watchmen, and supervisors as defined in the National Labor Relations Act as amended.

2.3 Contractors shall assign work covered by this Agreement to bargaining unit employees covered by this Agreement. It is understood by both parties that in describing work in the Construction Industry, it is impossible to cover every situation, especially as it involves different types of construction work, various subcontractors who have historically performed tasks with different Unions, and new technologies. Additionally, it is also understood that some of the work listed above may overlap with work performed by other Unions. In the event of a dispute as to whether work is covered, the parties (Contractor and the Unions involved in the dispute) shall meet expeditiously and attempt to resolve the issue. Whenever the work in question can be claimed by more than one Union or would result in inefficient situations, the parties shall attempt to establish composite crews. If the dispute cannot be resolved by this means, then the provisions of Section 24. (Jurisdictional Disputes) shall apply. If, however, the Contractor misassigns work that belongs to Local 630 and Local 1 Union members, then the Union shall have the right to file a grievance under Section 22. (Grievance Procedure), notwithstanding any clause herein to the contrary.

2.4 Subsequent to the effective date of this Agreement, if the Contractors sign any collective bargaining agreement with any other labor organization that gives away any of the work covered by this Exhibit "A," the parties agree that this Agreement shall take precedence over any such collective bargaining agreement.

Section 3. RECOGNITION

3.1 Recognition of Union. The Association and each Contractor covered hereby recognizes the Union as the exclusive collective bargaining representative of all employees covered by this Agreement for purposes of collective bargaining regarding rates of pay, wages, hours of employment, or other conditions of employment. The Contractor agrees to consult the Union at least ten (10) calendar days prior to implementing any changes in personnel policies, practices or other matters affecting working conditions. In the event the Union alleges that any such change violates the provisions of this Section, it shall have the right to process a grievance under the provisions of Section 22.

3.2 Recognition of Association

(a) The Union recognizes the Association as the sole and exclusive collective bargaining representative of its members who have authorized the Association to represent them with respect to employees covered by this Agreement.

(b) A list of Contractors who so authorized the Association to represent them with respect to employees covered by this Agreement has been furnished to the Union. The Association agrees to immediately notify the Union whenever any such authorizations are cancelled or any new authorizations have been executed.

(c) This Agreement shall be binding upon each Contractor who has so authorized the Association to represent said Contractor with the same force and effect as if the Agreement were entered into by each such Contractor individually. Said Contractor shall be and shall continue to remain liable under this Agreement for and during its entire term irrespective of whether such Contractor shall resign from the Association or otherwise cancel the aforementioned authorization prior to the expiration of this Agreement and such liability shall be deemed to have survived said resignation or cancellation and shall remain in force for and during the remaining term of this Agreement.

(d) Each Contractor who has authorized the Association to represent said Contractor with respect to employees covered by this Agreement shall confirm such Contractor's coverage under this Agreement by signature of the "Certification Of Receipt And Acceptance" form, a copy of which is attached hereto as Exhibit "K" and made a part hereof.

3.3 Additional Contractor Signatories. Any contractor who, as of the execution date of this Agreement, has not authorized the Association to represent said Contractor with respect to employees covered by this Agreement, shall become a Contractor covered by this Agreement by either:

(a) signature and Union countersignature of the "Certification of Receipt And Acceptance" form, a copy of which is attached hereto as Exhibit "K" and made a part hereof, OR

(b) by becoming a member of the Association and authorizing the Association to represent said Contractor with respect to employees covered by this Agreement, in which case, such Contractor shall also sign the aforesaid "Certification of Receipt And Acceptance" form.

Section 4. MUTUAL OBLIGATIONS AND RESPONSIBILITIES

4.1 By ratification of this Agreement, the Contractor guarantees that said Contractor 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.

4.2 In consideration of the above, each employee covered by this Agreement has a definite obligation and responsibility to better their efficiency, to upgrade their skills and to perform a full eight (8) hours of productive work each and every workday.

4.3 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.

4.4 Also, it is the desire of the Union and the Contractor to maintain a harmonious working relationship between themselves and to cooperate to the extent possible in attempting to resolve mutual problems that face Hawaii's Construction Industry.

Section 5. UNION SECURITY

5.1 Each employee covered by this Agreement shall, as a condition of continued employment, become a member of the Union not later than the tenth (10th) day following the date of their employment or the execution date of this Agreement, whichever is later, and the employee shall thereafter maintain such membership in good standing by continuing to tender dues to the Union for the duration of this Agreement.

5.2 The Union agrees to consider for membership all present and future employees who apply for membership. If an applicant is denied membership by the Union, the applicant shall not be required to comply with the provisions of this Section.

5.3 Upon written notice from the Union of failure on the part of any individual to complete membership in the Union as required above, or of failure to continue payment of dues to the Union, the Contractor shall, within five (5) working days of such notice, discharge said employee.

Section 6. AUTHORIZED DEDUCTIONS

6.1 If an employee signs a proper authorization form (sample copy of which is attached hereto as Exhibit "B" and "B-1"), the Contractor shall deduct from the wages of said employee all Union dues, Union initiation fees and Union assessments which are due from said employee.

6.2 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.

6.3 The Union's monthly dues shall be deducted on a once-a-month/one-month-in-advance basis and shall be transmitted by the Contractor to the Union so that they are received by the Union by the 15th day of the month immediately following the month in which the deduction was made (e.g., dues which are due on June 1 shall be deducted during the month of May and shall be transmitted by the Contractor to the Union so that they are received by the Union by June 15).

(a) In the event the State Joint Board determines that a Contractor has violated this Section, it shall impose the following penalties on said Contractor:

(1) liquidated damages in the amount of ten percent (10%) of such delinquent and unpaid dues or twenty dollars ($20), 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 and all costs of action, together with all other reasonable expenses incurred in connection with such suit or claim including any appellate proceedings therein.

6.4 The Union's per-hour dues as well as its per-hour Masons and Plasterers Fraternal Association assessment, and any other deductible amounts which are based on hours worked by an employee, shall be deducted on a weekly basis and shall be transmitted by the Contractor to the Union at the same time as Trust Fund payments are transmitted.

6.5 Transmittal of any and all amounts deducted pursuant to this Section shall be by way of check drawn to the order of the Union or the MPFA. Upon issue of such check(s) and the transmission of same to the Union, all responsibility on the part of the Contractor shall cease with respect to any amount so deducted so long as such check(s) is 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.

Section 7. NO STRIKE OR LOCKOUT

7.1 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 7.2 and 7.3 below.

7.2 Nothing in this Agreement shall be construed as giving a Contractor the right to require said Contractor's employees to cross a legitimate picket line. A legitimate picket line is one that is not in violation of the law.

7.3 If a Contractor fails to make timely payment to any of the trust funds provided for in this Agreement, OR if such Contractor fails to make timely transmittal of amounts deducted for Union dues, initiation fees, and assessments as provided for under Section 6. (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 such Contractor's 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 said Contractor's employees and to continue said withdrawal until full payment is made.

7.4 It is mutually understood and agreed that neither the Association, any Contractor, nor 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.

7.5 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 8. DISCIPLINE OR DISCHARGE

8.1 Employees shall be subject to discipline or discharge for just cause.

8.2 A probationary period of ten (10) working days shall be established for all new employees, and such new employees may be summarily discharged. Anytime an employee is dispatched to a Contractor he/she shall be considered a "new" employee (regardless of whether he/she was a former employee).

8.3 Any discharged employee, other than probationary employees, shall, upon request, be furnished the reason(s) for their discharge in writing within two (2) working days after the request is made.

8.4 If the Contractor takes action under this Section which the employee or the Union believes is not for just cause, either the employee and/or the Union shall have the right to process such grievance through the grievance procedure as provided under Section 22. (Grievance Procedure and Arbitration).

8.5 No employee shall be disciplined, discharged or discriminated against for legitimate Union activity; provided, however, that such activity shall not interfere with the Contractor's operation. Additionally, such activity shall not be conducted during working hours (excluding meal breaks) except where a Steward is properly exercising his/her duties under the provisions of Section 21. (Union Steward).

Section 9. APPRENTICESHIP AND TRAINING

9.1 Joint Apprenticeship Committee. The parties agree to continue the Joint Apprenticeship Committee composed of equal Contractor and Union representation to program and operate a system of apprenticeship and training in conformance with Hawaii and Federal laws. Such Committee shall have the authority to act for and on behalf of the Contractor and the Union. The parties will comply with any recommendation made by the Committee.

9.2 Ratio of Apprentices to Journeyperson. The ratio of apprentices to Journeyperson shall be determined by the Joint Apprenticeship Committee.

9.3 Classification, Examination, And Re-Training. The Joint Apprenticeship Committee shall also be empowered:

(a) to conduct a training program for employees and applicants for employment other than Apprentices, and

(b) when its jurisdiction has been invoked pursuant to the provisions of Exhibit "F" (Classification, Examination, And Re-Training) as attached hereto and made a part hereof:

(1) to determine the qualifications for employment of any employee or applicant for employment by appropriate examination and otherwise, and

(2) to classify or re-classify them as either Journeyperson or Apprentices or to certify them as being unqualified or unfit for employment, as the case may be, in any phase or phases of the Concrete Finishing and Masonry trades.

9.4 Supplementary Apprentice Employment Procedures. The parties also agree to utilize the U. S. Department Of Labor approved Supplementary Apprentice Employment Procedure, attached hereto as Exhibit "G."

Section 10. WAGES

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

10.2 Payment of Wages

(a) Each employee covered by this Agreement shall be paid not later than quitting time by Friday of each week; provided, however, that in no event shall more than one (1) calendar week's wages be withheld at any one time. In the event Friday falls on any holiday, (whether recognized under this Agreement or not) on which local banks will be closed, the Contractor will make every effort to provide the employee(s) with their paychecks by Thursday of that week.

(b) Unless due to an emergency situation or other verifiable circumstances acceptable to the State Joint Board, where a Contractor does not have his/her employees' paychecks available for pick up by Friday (by Thursday if Friday is a holiday), the employee or employees affected shall be entitled to a lump sum penalty payment of twenty dollars ($20.00) for each working day that said paycheck(s) is not available (to include the day by which payment was due). The Contractor shall also pay or reimburse an employee for any finance charges, penalties, and other direct costs (such as checking account overdraw 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.

(c) 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. If the employee's separation paycheck is drawn in an incorrect amount due to the employee leaving work early, being a "no show" on one of the employee's scheduled workdays during that week, or for other cause for which the employee is responsible, then the employee's separation check, as corrected, shall be paid to him/her no later than the working day following the date of layoff.

(d) 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 the working day following the discharge.

(e) 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. However, if an employee gives at least five (5) working days' notice of his/her intention to quit, the Contractor shall pay all wages earned and due to said employee at the time of separation.

(f) Inasmuch as the provisions of paragraphs (d) and (e), above, are requirements of State law, it is incumbent upon the Contractor to develop and maintain appropriate procedures for payment of same.

10.3 Records and Requests. Each Contractor shall provide a proper means for registering time, working time, and quitting time. In the event of a dispute over time, wages, or fringe payments, such records will be promptly accessible to the Business Representatives of the Union during working hours.

10.4 Work On Pacific Ocean Islands Outside The State Of Hawaii. If an employee who has been hired and is otherwise an employee of the Contractor in the State of Hawaii and 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 Exhibit "A" (Classification And Hourly Wage Schedule). The Contractor shall also make payments to the Health & Welfare Trust Fund, the Pension Trust Fund, Vacation and Holiday Trust Fund, the Annuity Trust Fund, the Training Trust Fund, and any other fund that may be established during the term of this Agreement on behalf of said employee.

10.5 New Job Classifications

(a) Nothing in this Agreement shall prevent the Association from negotiating or making agreement with the Union covering any new job classifications which falls within the jurisdiction of the International Union of Bricklayers and Allied Craftworker, AFL-CIO and the Operative Plasterers and Cement Masons of the United States and Canada Local No. 630, AFL-CIO, but which are not presently covered by this

Agreement. If and when such new job classifications are contemplated, authorized representatives of the Association and of the Union shall immediately enter into negotiations to establish proper wage rates for such classification(s).

(b) In the event the aforesaid parties are unable to reach agreement on the matter, either party may refer the disagreement to the State Joint Board.

(c) Pending the establishment of such wage rate, the Contractor may introduce and use said classification(s) at a temporary rate of pay as determined by such Contractor. Should a higher rate of pay be established for said classification(s) by either the negotiating parties (i.e., the Union and the Association) or by the State Joint Board, the retroactive application of said higher wage rate shall be limited to twenty (20) working days.

Section 11. HOURS AND OVERTIME

11.1 Workweek

(a) The standard workweek shall be Monday through Friday, inclusive. The standard workweek shall also include Saturday, if Saturday is a make-up day.

(b) However, in the event that weather, equipment breakdown, power failure, work stoppage or other labor dispute, accident, leaves for personal time off, illness or injury (excluding legitimate Workers' Compensation claims), 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 (1-1/2) times the employee's regular straight time rate for all hours worked thereafter. Saturday make-up days shall be scheduled for a full eight (8)-hour shift.

NOTE: At the present time, paragraph (b), above, would be applicable ONLY on PRIVATE and FEDERAL jobs. The law would have to be changed in order for said paragraph to be applicable on State or Country projects.

(c) The provisions of paragraph (b), above, are designed to allow a Contractor the flexibility of "making up" time during that same workweek for time lost on said Contractor's project(s) due to the causes listed, as well as to provide employees the opportunity to secure additional work hours during that week which would not otherwise be made available to them. In that connection, the use of the phrase "any other condition or circumstance which is beyond the control of the Contractor" is intended to cover situations of a substantive and verifiable nature.

(d) Complaints, problems, and/or allegations that a Contractor has misused or abused the Saturday "make-up" day provision as set forth in Section 11.1(b) or the provisions of Section 11.1(f)(1),(2),(3),(4) or (5) or has violated the intent thereof as set forth in paragraph (c), above, shall be processed as an Expedited Grievance to the State Joint Board as provided for under Section 22. (Grievance Procedure and Arbitration). In the event the State Joint Board determines that a violation has occurred, it shall impose the following penalties on said Contractor:

1st Offense:

(1) Order the Contractor to pay the overtime rate to the employees affected for the work performed on the project involved (i.e., pay an additional one-half [1/2] time for the hours worked).

(2) PLUS pay a fine equal to two (2) times the amount of that penalty (i.e., fine of one [1] hour's pay for each hour worked).

Second Offense:

(1) Order the Contractor to pay the overtime rate to the employees affected for the work performed on the project involved (i.e., pay an additional one-half [1/2] time for the hours worked).

(2) PLUS pay a fine equal to three (3) times the amount of that penalty (i.e., fine of one-and-one-half [1-1/2] hours' pay for each hour worked).

(3) PLUS disqualifying the Contractor from further use of the Saturday "make-up" day provision on the project involved.

(4) PLUS Contractor to show cause to the State Joint Board with respect to said Contractor's future use of said provision(s) on any of such Contractor's projects for the duration of the Agreement.

(f) The Contractor may, by written mutual agreement with the Union, schedule:

(1) four (4) consecutive ten (10)-hour days during the period from Monday through Friday which shall be paid for at the regular straight time hourly rate, or

(2) four (4) nine (9)-hour days (Monday through Thursday) plus four hours on Friday, all of which hours shall be paid for at regular straight time hourly rates.

(3) In either of such events, either Friday and/or Saturday may, at the Contractor's option, be scheduled as a straight time make-up day under the same conditions as set forth in paragraph 11.1(b), above.

(4) The provisions of subparagraphs (f)(1) and (2), above, are not intended to be implemented or administered in such a manner wherein employees will be re-scheduled from a workday of one duration to another on a daily basis.

(5) a work week of four (4) ten (10)-hour days on weeks where a holiday is observed which shall be paid for at the regular straight time hourly rate.

NOTE: At the present time, paragraphs (f)(1), (2) and (5) above would be applicable ONLY on PRIVATE and FEDERAL jobs. The law would have to be changed in order for said paragraph to be applicable on State or Country projects.

11.2 Workday

(a) Except where shift work or night work is scheduled, the normal workday for an employee covered by this Agreement shall begin between the hours of 6:00 a.m. and 8:00 a.m. The starting time for a project shall be established by the Contractor prior to the start of said project and, once established, shall not be changed except by mutual agreement of the Contractor and the Union.

(b) However, if a State law, local ordinance, job specification, or written instruction of the Owner or his/her representative requires that work commence at a later hour, it shall be at the Contractor's discretion as to whether the starting time as provided in paragraph 11.2(a), above, shall apply or whether the starting time as imposed by State law, local ordinance, job specification, or by the aforementioned written instruction shall apply, in either case without payment of overtime or other premium rate. In such situation, 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, accident, suspension of work by written order of the contracting agency, or other reason outside of his/her control.

(c) Except as provided in paragraphs 11.2(a) and 11.2(b), above, other starting times, also without payment of overtime or other premium may be established by mutual written agreement between the Contractor and the Union.

11.3 Overtime

(a) Overtime at one-and-one-half (1-1/2) times the employee's regular straight time rate shall be paid for:

(1) All work performed in excess of eight (8) straight time hours in any one day, OR

[a] in excess of ten (10) straight time hours in any one day where a work week of four (4) consecutive ten (10)-hour days has been scheduled by mutual written agreement between the Contractor and the Union pursuant to the provisions of paragraphs 11.1(f)(1) and 11.1(f)(5) of this Section 11, or

[b] 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 pursuant to the provisions of paragraph 11.1(f)(2) of this Section 11.

(2) All work performed in excess of forty (40) straight time hours in any one week.

(3) All work performed by an employee before his/her scheduled shift and after his/her scheduled shift provided the employee commenced work at the scheduled start time of the shift and works the entire shift.

(4) All work performed on Saturdays, except where such Saturday has been scheduled as a make-up day by the Contractor pursuant to the provisions of Section 11.1(b) in which case overtime shall be paid after the employee's completion of eight (8) straight time hours of work on said Saturday make-up day or after the completion of forty (40) straight time hours of work for that week, whichever occurs first.

(5) All work performed on Sundays.

(b) Reckoning Of Overtime Hours. Overtime hours shall be reckoned to the nearest fifteen (15) minutes. This provision is intended to allow the Employer to ease bookkeeping requirements and to comply with Federal Wage and Hour Standards.

(c) No Pyramiding. Whenever two 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.

(d) Assignment of Overtime Work. If overtime work is to be assigned, the work shall be assigned to the members of the crew (to the extent needed) or to the operators of the equipment required who, during the regular workday, have been performing the particular work involved; except that the Union Stewards, if any, on the project involved will be afforded the opportunity to be included in that work provided he/she is qualified to perform the work required. The Contractor will notify all members of the crew as early as reasonably possible of any overtime work.

(e) An employee scheduled to work on a holiday covered under Section 13. or a Saturday make-up day, or a Sunday, who has a previous, verifiable commitment of an important nature which cannot be rescheduled shall notify the Contractor immediately after the work is scheduled and shall be excused.

11.4 Meal Period

(a) 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 fourth (4th) through the sixth (6th) hour of a shift. If an employee is required to work more than six (6) hours without starting a meal period, said employee shall be paid at one-and-one-half (1-1/2) times said employee's regular straight time rate of pay for all time worked after said sixth (6th) hour until such time as said employee is afforded the opportunity to eat.

(b) If the employee is already being paid at an overtime rate by reason of Saturday, Sunday, or holiday work, the aforementioned meal period premium shall be computed as follows:

(1) If working at one-and-one-half (1-1/2) times the employee's regular straight time rate of pay, said employee shall receive two (2) times the regular straight time rate of pay for all time worked after said sixth (6th) hour until such time as said employee is afforded the opportunity to eat.

(2) If working at a triple-time rate, he/she shall receive three-and-one-half (3-1/2) times his/her regular straight time rate for all time worked after said sixth (6th) hour until such time as he/she is afforded the opportunity to eat.

(c) Whenever overtime work exceeds two-and-one-half (2-1/2) hours past the quitting time of their shift, employees will be afforded a meal period of at least one-half (1/2) hour at the end of said two-and-one-half (2-1/2)-hour period of overtime work. Said meal period shall not be paid for or counted as time worked. If overtime work continues for four (4) hours after the conclusion of said meal period, the employees will be afforded a similar meal period at the end of said four (4)-hour period and at the end of each similarly measured four (4)-hour period thereafter.

(d) If the employee is not afforded a meal period as provided for in paragraph (c), above, said employee shall be paid at two (2) times the employee's regular straight time rate of pay for all time worked after the applicable period of overtime work until such time as said employee is afforded the opportunity to eat.

(e) If an employee qualifies for a meal period as provided for in paragraph (c), above, the Contractor shall provide a meal. Such meal shall be of good quality and nutritious.

11.5 Show-Up Time

(a) Employees or qualified applicants ordered to report to work at 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).

(b) 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 inclement 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.

(c) 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.

11.6 Shift Work

(a) 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 (2)-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).

(b) Three-Shift Operation

(1) Where a three (3)-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, 7-1/2, or 7 hours) shall be as determined and scheduled at the Contractor's option; provided, however:

[a] that on each shift (whether scheduled on an 8, 7-1/2, 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

[b] 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.

(1) Where a three (3)-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).

(c) Applicable To Both Two-Shift and Three-Shift Operations. On shift work: (a) employees working a shift who come off work on Saturday morning are to be considered working Friday; (b) employees working a shift coming off work on Sunday morning are to be considered working Saturday; and (c) employees working a shift coming off work on Monday morning are to be considered working Sunday.

11.7 Night Work

(a) Where night work is scheduled Monday through Friday, an employee's first eight (8) hours of work per day on said work (exclusive of meal period) shall be paid for at the employee's regular straight time rate; provided, however, that where such work is scheduled on the basis of a workweek of four (4) consecutive ten (10)-hour days, Monday through Friday, or on the basis of four (4) nine (9)-hour days, Monday through Thursday, plus four (4) hours on Friday, then the straight time rate shall be paid in accordance with that schedule.

(b) By use of the notification form attached hereto as Exhibit "H" (or by other written means which provides the same information as that set forth in Exhibit "H"), the Contractor will notify the Union whenever he/she schedules night work pursuant to the above provisions. This notification is for informational purposes

only (monitoring and record-keeping), it being specifically understood and agreed that advance approval by the Union of such scheduling is not required.

11.8 Wages On Day Of Injury

(a) Whenever an employee sustains an industrial injury or illness covered under the State of Hawaii Workers' Compensation Law, the employee shall be paid for the same number of hours as worked on that day by other employees in said employee's same crew, but not to exceed eight (8) hours at said employee's applicable rate of pay; provided, however, that said employee provides the Contractor with a physician's statement verifying said employee's treatment and disability for the remainder of the day. The employee shall be allowed to go to a physician of said employee's choice.

(b) If the employee requires transportation in securing the aforesaid medical treatment, such transportation shall be provided by the Contractor.

(c) Employees who are assigned light duty work due to doctor's orders shall be assigned work in compliance with the limitations established by the doctor. Employees not covered by this Agreement who may be assigned light duty work shall not be assigned any work covered by this Agreement if it results in the layoff or a reduction of hours of any employee covered by this Agreement.

11.9 Emergency Call-Out

(a) Any employee called out to perform emergency work and who so reports at the time specified, shall be paid at the applicable overtime rate for all hours worked on such emergency call-out. Such employee shall receive a minimum of two (2) hours' work, or if two (2) hours' work is not furnished, a minimum of two (2) hours' pay; provided, however, that such two (2) hour minimum shall not apply if the employee quits, voluntarily lays off, or is suspended or discharged prior to the completion of said two (2)-hour period. Said two (2)-hour minimum shall also not apply if the emergency work for which said employee is called out continues up to said employee's normal starting time, in which event the employee shall be paid at the overtime rate only for actual number of hours worked (and would not include travel time) up to said employee's normal starting time.

(b) In computing time spent on emergency call-out, such time shall include time spent in traveling from the employee's home or place from which the employee was called, as the case may be, directly to the job site, but shall not include the return trip.

(c) The provisions of Section 11.4 (Meal Period) shall apply to employees who are performing Emergency Call-Out Work.

11.10 Listing Material. If an employee covered by this Agreement is required by the Contractor to list material from the plans, specifications, or any other document and said work is to be performed either before or after his/her regular working hours, said employee shall be paid at one-and-one-half (1-1/2) times his/her regular straight time rate for all time so spent either before or after his/her regular working hours.

Section 12. TEMPORARY TRANSFER

12.1 An employee covered by this Agreement shall not be transferred to perform work outside of said employee's craft, except in the event of non availability or failure to report of the craftworker called for, or in the event of emergency.

12.2 When an employee is required to work temporarily on a job of a higher classification covered by this Agreement, said employee shall receive the pay of the higher classification for the actual hours worked in that classification.

12.3 When an employee is required to work temporarily on a job of a lower classification covered by this Agreement, said employee shall receive the pay of his/her regular wage classification unless such change is made permanent.

12.4 A transfer made for the convenience of an employee shall not be deemed a temporary transfer irrespective of the duration of the transfer.

12.5 This Section shall not apply to grievance or claims by a Working Foreman that he/she is performing the work of a Foreman.

Section 13. HOLIDAYS

13.1 Holidays. The following days shall be considered holidays, and work performed on said days shall be compensated for as follows:

(a) At One-And-One-Half Times The Employee's Regular Straight Time Rate:

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

(b) At Three Times The Employee's Regular Straight Time Rate:

Labor Day

13.2. Holidays Falling On Saturday or Sunday. In the event any of the above holidays falls on a Saturday, the preceding Friday shall be considered the holiday. In the event any of the above holidays falls on a Sunday, the following Monday shall be considered the holiday.

13.3 "Switching" And/Or Substitution Of Holidays

(a) Whenever any of the holidays listed below falls on a Tuesday, Wednesday, or Thursday, said holiday may, at the Contractor's option and discretion, be "switched" to either Monday or Friday:

Kamehameha Day
Fourth of July
Thanksgiving Day

(b) The Contractor shall also have the option, at such Contractor's discretion, of substituting the Day After Thanksgiving as a holiday in place of Veterans' Day, in which case, however, he/she will not be able to simultaneously exercise said Contractor's option of "switching" Thanksgiving Day to Friday so as to observe two (2) holidays on the same day.

(c) By use of the notification form attached hereto as Exhibit "I" (or by other written means which provides the same information as that set forth in Exhibit "I,"), the Union, as well as the employees affected, will be notified in writing at least five (5) working days prior to the effective date of any "switch" and/or substitution of holidays as may be made pursuant to paragraphs 13.3(a) and 13.3(b), above.

(d) Contractors shall not schedule Saturday make-up days to "make-up" work lost due to a holiday specified under Section 13.1.

NOTE: At the present time, paragraphs 13.3(a) and 13.3(b), above, are applicable ONLY to PRIVATE and FEDERAL projects. The law would have to be changed in order for said paragraphs to be applicable on State or Country projects.

Section 14. EMPLOYEE BENEFITS AND CONTRACTOR PAYMENTS

14.1 General Provisions

(a) Payment To Be Made Only For Actual Hours Worked. Contractor payments to the various Trust and other Funds as specified in this Agreement shall be made for actual hours worked except where shift work of less than eight (8) hours is scheduled under the provision of Section 11.6(b), then contributions shall be required for eight (8) hours. Time which is paid for, but not worked, such as time paid for under Section 11.8 (Wages On Day Of Injury), waiting/stand-by time as provided under paragraph (b) of Section 11.5. (Show-Up Time), as well as "driving time hours" as provided for under paragraph (e) of Section 17.1 (Transportation) shall not be counted as hours worked for purposes of making Contractor payments to the various Trust and other Funds as provided for in this Agreement.

(b) Coverage of Employees of The Union, The Masons Training Office, And/Or Any of The Trust Funds. If the Union, the Administrative Office (if one should be established), The Hawaii Masons Training Office or any of the Trust Funds as established under this Agreement chooses to cover their employees under any of the Trust Funds listed below, its contributions to said Fund(s) shall be made in the same manner and under the same conditions as set forth in Section 14.8 (Contractor Payments) of this Agreement, but shall be computed on a monthly basis, as follows: applicable hourly rate of contribution times 173 hours per month.

(c) Benefit Contributions For Supervisory Personnel Above The Rank Of Foreperson. A Contractor, at such Contractor's option may cover said Contractor's supervisory personnel above the rank of Foreperson in the Hawaii Masons Health & Welfare Trust Fund and in the Hawaii Masons Pension Trust Fund by paying into the aforesaid Trusts monthly on the basis of 173 hours (regardless of the number of hours worked by such persons during the month) as the per-hour rate of contribution as set forth in this Section. Having made one such payment on behalf of said person, the Contractor shall continue to make such payments as long as said person is in said Contractor's employ.

14.2 Health and Welfare Fund

(a) Each Contractor shall participate in the Hawaii Masons' Health And Welfare Fund Agreement and Declaration of Trust Agreement (hereinafter referred to as the "Health And Welfare Fund") under the terms and conditions as set forth in the Hawaii Masons' Health And Welfare Fund Declaration of Trust Agreement as executed December 28, 1977, and as it may be amended in the future.

(b) Effective as of the dates listed below, the Contractor shall contribute to the Health And Welfare Fund for each hour worked by each employee covered by this Agreement the following amount:

Effective September 1, 2003:	5.76 per hour
Effective August 30, 2004:	6.01 per hour
Effective August 29, 2005:	6.26 per hour
Effective September 4, 2006:	6.57 per hour
Effective September 3, 2007:	6.87 per hour

14.3 Pension Fund

(a) Each Contractor shall participate in the Hawaii Masons' Pension Fund Agreement and Declaration of Trust Agreement (hereinafter referred to as the "Pension Fund") under the terms and conditions as set forth in the Hawaii Masons' Pension Fund Declaration of Trust Agreement as executed December 28, 1977, and as it may be amended in the future.

(b) Effective as of the dates listed below, the Contractor shall contribute to the Pension Fund for each hour worked by each employee covered by this Agreement the following amount:

Effective September 1, 2003:	2.50 per hour
Effective August 30, 2004:	2.75 per hour
Effective August 29, 2005:	2.90 per hour
Effective September 4, 2006:	3.00 per hour
Effective September 3, 2007:	3.00 per hour

(1) The Union and the Contractor bargaining committee agree that the contributions specified by the parties in 14.3(b) is to be considered strictly as the funding arrangement for pension benefits under the Pension Fund. As such, the parties intend that all employees covered by this Agreement are to be credited with benefits under the Pension Fund based on their hours of work, regardless of whether or not the Contractor is required to make a contribution to the Pension Fund based on those hours of work. The parties also agree that this understanding is, if financially feasible under the Pension Fund and the Trustees of the Pension Fund so agree, to apply to employment performed prior to the effective date of this Agreement.

(c) The following provisions shall be subject to review by attorneys and the actuaries for the Union, the Funds, and the Contractors, with any of the following provisions being null and void from its inception if there is agreement between either legal counsel or the aforesaid actuaries, or both, that any of the following provisions are illegal or unenforceable. The following are goals and concepts mutually agreed upon which will be further developed in accord with the following provisions.

(1) The following provisions shall apply only to: Contractors who are members of the General Contractors Labor Association (GCLA) and the employees and former employees of said Contractors who are participants in the Hawaii Masons' Pension Fund (Fund); Contractors who are members of the Building Industry Labor Association (BILA) and the employees and former employees of said Contractors who are participants in the Fund; and Contractors who have agreed to be bound by the collective bargaining agreement between the GCLA, BILA and Masons' Union and the employees and former employees of said Contractors who are participants in the Fund.

(2) The Fund shall continue the present practice of informing the aforesaid Contractors and their designated bargaining agents (collectively referred to as Contractor bargaining committee), and the Masons' Union prior to a final Trustee vote of Trustee recommendations for an increase or improvement of benefits now provided by the Plan.

(3) The Union and the Contractor bargaining committee shall have the authority to approve or reject the Trustee recommendations for an increase or improvement of Fund benefits.

(4) No increase or improvement of Fund benefits shall take effect until the Union and the Contractor bargaining committee both approve said increase or improvement. This prohibition shall include, but not be limited to, i) amendments which increase the amount of any factor used to calculate benefits including the service crediting rules, ii) amendments which affect the eligibility for existing benefits, and iii) amendments which add benefits such as one time payments or increase benefits in payment status, whether related to the cost of living or not. It is understood that the trustees would continue to make appropriate recommendations to the bargaining parties regarding amendment to the pension plan, including benefit increases, but that the bargaining parties must approve such action by mutual agreement. For the purposes of this subsection 14.3, both the Union and the Contractor bargaining committee shall each separately establish their own internal procedure for determining how each of their respective entities shall approve or reject Fund Trustee recommendations for an increase or improvement of Fund benefits.

(5) In the event the Union and the Contractor bargaining committee cannot reach an agreement concerning the recommendation for an increase or improvement in Fund benefits, then either the Union or the Contractor bargaining committee may take the issue directly to arbitration under the provisions of Section 22 to this Agreement, Grievance Procedure and Arbitration, with the arbitrator being empowered to decide whether, the recommended increase or improvement of benefits shall be accepted or rejected. If legal counsel agree that the following is legal, the Fund shall pay all costs of the arbitration including the attorney's fees of both parties.

(6) Only if the Fund's actuary, the Contractor's actuary, and the Union's actuary, and the Union's legal counsel and the Contractor's legal counsel agree that the following criteria is legally necessary, then the sole criteria applicable to the Union and the aforesaid Contractor bargaining committee in determining whether to approve or reject a Trustee recommendation for an increase or improvement of Fund benefits is whether the best interests of the beneficiaries of the Fund will be served by said increase or improvement of Fund benefits.

(d) The Plan actuary and the Union's actuary will meet with an actuary designated and funded by the Contractor bargaining committee, to develop a written plan that shall be submitted to the Trustees, the Contractor bargaining committee, and the Union, for their approval with said approval being not unreasonably withheld, that shall precisely define the actions that the Trustees shall take to accomplish the following:

(1) To prevent the Fund from creating any unfunded vested liability and to eliminate within the shortest reasonable period of time, as determined by a mutual agreement between the Contractor's actuary and the Fund's actuary and the Union's actuary any unfunded vested liability that should occur. (These actions shall not include increasing the total negotiated rate of contributions for all fringe benefits.)

(2) To prevent the Fund from subjecting the Employers to the threat of penalties by creating a minimum funding requirement, for any plan year, that exceeds the negotiated rate of contributions properly attributable to that year.

(3) To divert negotiated contributions to other benefits or wages in sufficient time to prevent any contribution being made to the Fund which will exceed the maximum deduction limit imposed by the IRC (to prevent over funding of the Fund).

(e) In the event that the requirements of 14.3(d)(1) or 14.3(d)(2) cannot otherwise be met, contributions shall automatically be diverted from either the annuity or wages or both (as the Union shall choose) sufficient to meet these requirements. (The amount so diverted shall be limited by requirement 14.3(d)(3).

(f) If, for whatever reasons not duly noted above, the Pension Fund fails to meet the requirements of 14.3(d)(1) and 14.3(d)(2) above and such failure is not corrected within a reasonable time period that shall be agreed to by the aforementioned three (3) actuaries, the Pension shall be converted to a defined contribution plan, in accord with a conversion plan that will be mutually agreed to by the Union and the Contractors bargaining committee.

14.4 Annuity Fund

(a) Each Contractor shall participate in the Hawaii Masons' And Plasterers' Annuity Trust Fund Agreement and Declaration of Trust Agreement (hereinafter referred to as the "Annuity Fund"), under the terms and conditions as set forth in the Hawaii Plasterers' Annuity Fund Declaration of Trust Agreement as executed December 28, 1977, and as said Trust Agreement may be amended in the future.

(b) Effective as of the dates listed below, the Contractor shall contribute to the Annuity Fund on behalf of each employee covered by this Agreement the following amount:

Effective September 1, 2003:	4.91 per hour
Effective August 30, 2004:	4.91 per hour
Effective August 29, 2005:	4.91 per hour
Effective September 4, 2006:	5.00 per hour
Effective September 3, 2007:	5.00 per hour

14.5 Vacation and Holiday Fund

(a) Each Contractor shall participate in the Hawaii Masons' Vacation and Holiday Fund Agreement and Declaration of Trust Agreement (hereinafter referred to as the "Vacation and Holiday Fund" under the terms and conditions as set forth in the Hawaii Masons' Vacation and Holiday Declaration of Trust Agreement as executed December 28, 1977 and as it may be amended in the future.

(b) Effective as of the dates listed below, each Contractor shall contribute to the Hawaii Masons' Vacation and Holiday Fund on behalf of each employee covered by this Agreement the following amounts:

Effective September 1, 2003:	3.25 per hour
Effective August 30, 2004:	3.50 per hour
Effective August 29, 2005:	3.75 per hour
Effective September 4, 2006:	4.00 per hour
Effective September 3, 2007:	4.50 per hour

(c) All taxes due from each employee by reason of payments under this Vacation and Holiday Fund shall be deducted by each Contractor from each employee's wages, and such tax deductions, together with the amount payable under this Vacation and Holiday Fund, shall be separately noted on the employee's paycheck.

(d) Vacation and Holiday payments shall be made in accordance with the rules and procedures as adopted from time to time by the Trustees of the Vacation and Holiday Fund.

14.6. Apprenticeship and Training Fund

(a) Each Contractor shall participate in the Hawaii Masons' & Plasterers' Apprenticeship And Training Trust Fund Agreement and Declaration of Trust Agreement (hereinafter referred to as the "Apprenticeship And Training Fund") under the terms and conditions as set forth in the Hawaii Masons' Training Fund Declaration of Trust Agreement as executed December 28, 1977, and as it may be amended in the future.

(b) Effective as of the dates listed below, the Contractor shall contribute to the Apprenticeship And Training Fund for each hour worked by each employee covered by this Agreement the following amount:

Effective September 1, 2003:	1.05 per hour
Effective August 30, 2004:	1.05 per hour
Effective August 29, 2005:	1.05 per hour
Effective September 4, 2006:	1.05 per hour
Effective September 3, 2007:	1.05 per hour

(c) Research and Development. The research and development funds will be under the control of the Apprenticeship and Training Trustees.

Effective September 1, 2003:	.05 per hour
Effective August 30, 2004:	.10 per hour
Effective August 29, 2005:	.20 per hour
Effective September 4, 2006:	.25 per hour
Effective September 3, 2007:	.25 per hour

14.7 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 the employee shall be bound by all the terms and conditions of said documents and any future amendments. 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 their representatives and to act as their agent in all matters concerning the Funds.

14.8 Contractor Payments

(a) Transmittal Of Contributions

(1) Contractor contributions to the various Funds as specified and provided for above shall be paid or postmarked by the 20th day of the month immediately following the month for which the contributions are due, but a Contractor shall not be deemed delinquent if full payment of amounts due is made or postmarked and mailed by the 25th day of said month.

(2) A consolidated transmittal and report form as provided by the Administrative Office, showing, among other things, the monthly total of hours worked by each employee covered by this Agreement, shall be submitted each month and accompany such payment, if any, even if no employees were employed by the Contractor.

(3) The consolidated transmittal form must be submitted or postmarked by the 25th day of the month immediately following the month being reported even if no employees were employed by the Contractor.

(b) Information and Audit. Each Contractor shall provide the appropriate Trustees or their authorized representative(s) with information and records necessary to carry out the purposes of and in connection with the proper administration of the various Funds and shall permit an audit of the Contractor's payroll records by authorized representative(s) of the Administrative Office or the Trustees to ascertain whether all contributions due have been paid. Every Contractor shall maintain records in the State of Hawaii with respect to each of the Contractor's employees covered by the collective bargaining agreement sufficient to determine the benefits due or which may become due to such employees. In the event the audit shows that the Contractor has sent insufficient payments to the various Funds, the Contractor shall pay the full cost of the audit. Should the audit ascertain that proper payments to the various Funds have been made, the various Funds shall pay the full cost of the audit.

(c) 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 of 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.

(d) Delinquent Contributions and Collections

(1) 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 25th 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 Fund 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 rising from the providing of labor by employees of the delinquent Contractor. A Contractor responsible for such delinquent contributions shall pay to each respective Fund:

[a] The unpaid contributions,

[b] Interest on the unpaid contributions at the rate of twelve percent (12%) 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 contributions, or

[ii] Liquidated damages in the amount of ten (10) percent of such delinquent and unpaid contributions due to each respective Fund or twenty dollars ($20) whichever 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, together with all other reasonable expenses incurred in connection with such suit or claim including any appellate proceedings therein.

(2) 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.

(3) Additionally, the trustees and/or the Union may file an expedited grievance under Section 22.3 as a remedy for violation of this Section, the arbitrator (or arbitration body) provided for in Section 22.2 (d) is empowered, at the request of the Union and/or the trustees of the joint trust funds, to require an employer to: Pay into the affected contributory funds established under this Agreement or any applicable local agreement any delinquent contributions to such funds which have resulted from the violations. Provision of this remedy herein does not make such remedy the exclusive remedy available to the Union and/or the fund trustees for violation of this Section, nor does it make the same or other remedies unavailable to the Union and/or the fund trustees for violation of other sections of this Agreement.

(4) If, as a result of violations of this Article, it is necessary for the Union and/or the trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with the above subsections, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or fund trustees, plus costs of the litigation, which have resulted from the bringing of such court action.

(e) Weekly Reports And Payments By 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.

(f) Bond Or Cash-In-Escrow By Delinquent Contractor. If the delinquent contributions, liquidated damages, interest, attorney's fees, and costs due to any respective Fund are not paid within thirty (30) calendar days after the due date, the delinquent Contractor, to secure the payment of future contributions, may be required to post with the Trustees of each respective Fund within five (5) working days thereafter and for a period of up to one (1) year from the date of delinquency a surety bond or cash-in-escrow in an amount equal to the last three (3) months contributions or five thousand dollars ($5,000), whichever is greater.

(g) Application/Non-Application of Section 22. (Grievance Procedure and Arbitration). All matters involving the payment, collection, and enforcement of Contractor contributions, liquidated damages, and/or interest due to the various Funds provided for in this Agreement shall be handled by and in the manner prescribed by the Trustees of the various Funds in accordance with the Trust Documents establishing said Funds and shall not be subject to the provisions of Section 22. (Grievance Procedure and Arbitration); provided, however, that any questions relating thereto as may arise pursuant to a Union action under Section 7.3 of this Agreement and any questions relating to whether a particular person or group of persons are employees as defined under Section 2. (Coverage) of this Agreement for whom contributions are due shall be subject to the provisions of Section 22. (Grievance Procedure and Arbitration).

(h) Relationship To Section 7.3. Nothing in Section 14. shall be construed as being in conflict with the provisions of Section 7.3 of this Agreement, nor shall anything in Section 14. be deemed a condition precedent to any action that the Union may take under the provisions of Section 7.3.

Section 15. OTHER FUNDS

15.1 Hawaii Construction Industry Improvement Program

(a) Each Contractor covered hereby shall contribute $.03 per hour to the Hawaii Construction Industry Improvement Program for each hour worked by each employee covered by this Agreement. Said payments shall be made in the same manner as set forth in Section 14.8 (Contractor Payments) of this Agreement.

(b) In accordance with the documents establishing said Program, said funds and program shall be under the general control of a Governing Board composed of representatives appointed by each of the various participating associations. Each Contractor covered hereby or signatory hereto agrees to the appointment, as said Contractor's representatives of the members of said Governing Board, as well as the Trustees and/or Directors appointed by each participating association with respect to those funds which are distributed to it, and hereby designates said Governing Board and said Trustees and/or Directors to act as said Contractor's agent in all matters concerning the Fund.

(c) Said funds shall be used for purposes, programs, and staffing in matters and areas which are designed to improve the Construction Industry such as construction education, market development and improvement, safety, pollution control, public relations, research, and the like. It is specifically understood and agreed that said funds shall not be used to promote or encourage Open Shop (non-union) construction.

(d) The above is a Management add-on item (that is, it was added by Management after settlement of the wage and benefit "package" as contained in this Master Agreement). It therefore does not in any way constitute a deduction from or loss to any employee covered by this Agreement. In that light, the Associations acting in concert shall have the right at any time and at their discretion to increase or decrease the rate of contribution to the Fund or to discontinue said Fund; and upon notice to the Union of any such action,

the provisions of this Section 15.1 shall be deemed as automatically amended (or deleted, as the case may be) from this Agreement.

15.2 Administrative Fee Covering The Negotiation And Administration Of The Collective Bargaining Agreement

(a) In order that the various provisions of this Agreement may be properly interpreted and administered and grievances or alleged grievances relating thereto may be processed in an expeditious manner, and in order that Management participation in and monitoring of the Employee Benefit Trust Funds as provided under Section 14. of this Agreement (namely: Health & Welfare Fund, Pension Fund, Apprenticeship & Training Fund, Vacation & Holiday Fund, and Annuity Fund) may be economically, competently, and centrally coordinated, each Contractor signatory to this Agreement shall pay to the General Contractors Labor Association for the negotiation and administration of the Agreement on their behalf a fee of .065 per hour for all hours worked by employees covered by this Agreement (a fee of .05 per hour shall be paid to the Building Industry Labor Association by those signatories who are members of that Labor Association).

(b) It is specifically understood and agreed that funds generated from the above fee shall not be used to promote or encourage Open Shop (non-union) construction.

(c) Each Association shall have the right at any time and at its discretion to increase or decrease the cents per hour amount of said fee or to discontinue said fee; and upon notice to the Union of any such action, the provisions of this Section 15.2 shall be deemed as automatically amended (or deleted as the case may be) from this Agreement.

Section 16. WORKING RULES

16.1 Ratio of Masons to Working Foreman

(a) On all projects requiring five (5) or more employees covered under this Agreement, one of such employees shall be a Working Foreman. Said Working Foreman shall be of the craft jurisdiction covered under this Agreement and shall not be of another craft. A Working Foreman shall supervise five (5) or more employees.

(b) There shall be no other limitations or restrictions placed on the number of individuals assigned to any crew or to any service. The selection of Working Foreman shall be entirely the responsibility of the Contractor.

16.2 Drinking Water. An adequate supply of fresh, potable water cooled by ice shall be available to employees at convenient locations on all job sites at the start of each work day, but in no event any later than one-half (1/2) hour after the start of the shift. When water is supplied in containers, said containers shall be clean and the Contractor shall furnish paper cups or have an OSHA (Occupational Safety & Health Administration)-approved type of drinking fountain with rim guard to prevent the possible spread of disease.

16.3 Tools

(a) The Contractor shall provide on each job-site a secure place where his/her employees may keep their tools. If all or part of an employee's kit of working tools is lost by reason of the failure of the Contractor to provide such a secure place, or fire, floods, or theft involving forcible entry while in a secure place designated by the Contractor, the Contractor shall reimburse such employee for any such loss up to a maximum of four hundred dollars ($400). In order to obtain the benefits of this paragraph, an employee must provide the Contractor with an inventory of his/her tools at the time the employee first reports for work and an additional inventory once annually. The employee's tools shall be subject to periodic check by the Contractor and/or his/her authorized representative.

(b) Except where the claim for reimbursement (pursuant to the conditions and amounts set forth in Section 16.3(a) is disputed by the Contractor, said reimbursement shall be made to the employee at the time said claim is submitted to the Contractor.

(c) At the Contractor's discretion, the Contractor may provide a list of tools not to exceed the four hundred dollars ($400) which each employee is required to have. If the Contractor provides such a list, the employee shall be reimbursed only for items on the list and said reimbursement shall be made to the employee at the time such claim is submitted to the Contractor. The employee's tools shall be subject to periodic check by the Contractor and/or an authorized representative of the Contractor.

(d) If an employee has lost his/her tools by reason of fire or theft by forcible entry as referenced in Section 16.3(a) and the Contractor does not allow the employee to work without such tools or any part of them, the Contractor shall allow such employee a reasonable amount of paid time during working hours to obtain replacement tools. Failure thereupon or failure on the part of an employee for any other reason to have the required tools on the job shall subject said employee to discipline which may include discharge.

(e) All power tools and their accessories as required by the Contractor shall be supplied by the Contractor.

(f) 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 or employees required to do any work.

16.4 Safety And Protective Devices

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

(b) Where a special type of color of hard hat is required either by State or Federal safety regulations or by the Contractor, said special type of color of hard hat shall be supplied by the Contractor.

(c) Employees shall use and shall properly care for and maintain such safety and health equipment as is issued or signed to them, and they shall return same to the Contractor upon completion of its use.

(d) Safety and health equipment which is new or has previously been issued to an employee and returned to the Contractor shall be inspected by the Contractor and/or a representative of said Contractor prior to its reissuance to another employee to insure the integrity of said equipment.

(e) When respirators are used, the Contractor shall provide an adequate supply of proper replacement filters on hand at the jobsite at which such respirators shall be used, and said Contractor shall sanitize respirators prior to their reissuance to another employee.

(f) The Contractor shall conduct safety meetings a minimum of once a month, and safety meetings the day after a fatality, for all employees covered hereunder and may be attended by a representative of the Union. Additionally, safety meetings shall also be held the day after a fatality occurs on the job site. Such mandatory meetings will be conducted on paid time. Attendance at such meetings is mandatory, and employees who do not attend may be subject to disciplinary action.

(g) The Contractor agrees to provide and maintain safe working conditions for each employee covered hereby in accordance with Federal and State safety and health laws and regulations.

(h) Employees shall perform their duties in such a manner as to promote safe and efficient operation of each particular duty and of any job as a whole.

(i) In cases involving severe accidents which required an ambulance or hospitalization, the Contractor shall notify the Union as soon as possible but no later than one (1) working day (Monday through Friday) after the accident occurred.

(j) A copy of any accident report(s) required by the State of Hawaii or Federal Government to be completed by the Contractor shall be made available by the Contractor to the Union upon request by the Union.

(k) As required by the State of Hawaii's Occupational Safety and Health standards, the Contractor will provide and maintain adequate first aid equipment on each job. The Contractor shall also arrange for adequate and prompt medical attention in case of injury. This may be accomplished by (a) on-the-job facilities or proper equipment for prompt transportation of injured employees to a physician, or (b) a communication system for contacting a doctor or ambulance or a combination of these that will avoid unnecessary delay in treatment.

(l) As required under the State of Hawaii's Occupational Safety and Health standards, suitable, adequate, and sanitary toilet facilities shall be provided on all jobs. The facilities shall be serviced and maintained on a regular basis and shall be located in a readily accessible area which should not interfere with active project operations.

(m) No employee shall be required to perform job site work after sunset or before sunrise unless the employee is accompanied by another individual.

(n) Employees shall not be required to operate or to work with or about equipment which has been found unsafe by an authorized representative of the State of Hawaii Division of Occupational Safety and Health.

16.5 No Piece Work, Contract Work, or Moonlighting

(a) No Piece Work Or Contract Work

(1) 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.

(2) 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.

(b) No Moonlighting

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

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

(3) For purposes of this paragraph, "moonlighting" shall be defined as an employee performing work covered by this Agreement, with or without compensation, after hours, on weekends or holidays, or during periods of vacation for someone other than the Contractor by whom he/she is employed, without the specific knowledge and approval of said Contractor and the Union.

(4) Any Employer who schedules work, on any project, for a Saturday, Sunday, or holiday, must register such intent with the Union no later than the Friday before the scheduled work, listing the name and location of the project to be worked.

(c) Violations Of This Subsection

(1) Each occurrence of an alleged violation of Section 16.5(a) and/or 16.5(b), above, by either a Contractor signatory to this Agreement or an employee covered under this Agreement shall be processed under Section 22.3 (Grievance Subject To An Expedited Hearing). Should the State Joint Board find that a violation of Section 16.5(a) and/or 16.5(b) has in fact occurred, the violator shall be subject to the following fines:

First Offense	A fine of $ 500
Second Offense	A fine of $1,000
Third Offense and Thereafter	A fine of $1,500

(2) An employee found to be in violation of Section 16.5(a) and/or 16.5(b) above may, in addition to the aforementioned fines, be subject to the provisions of Section 8. (Discipline or Discharge) by the Contractor for whom such employee is working.

16.6 Clean-up Time and Tool Pick-up Time. An employee shall be allowed not less than five (5) minutes or more than ten (10) minutes for tool clean-up prior to quitting time.

Section 17. TRANSPORTATION

(Applicable To All Islands In The State of Hawaii)

17.1 Transportation

(a) An employee covered by this Agreement shall report to work at their scheduled starting point (either the Contractor's shop, permanent yard, or the job site as scheduled by and at the Contractor's option) and shall be ready to begin work at their scheduled starting time.

(b) At the sole discretion of the Contractor, for the purpose of operational efficiency, the Contractor may provide suitable transportation at the Contractor's cost, from the Contractor's shop/permanent yard or other central convenient pickup points enroute to the job site, and back to the pickup points, to those employees who wish to utilize it. Such transportation will depart in sufficient time to permit arrival at the job site in time for employees to start work at their scheduled starting time.

(c) Time traveled from the Contractor's shop/permanent yard/pickup points to the job site, and back to the pickup points shall not be considered as time worked and shall not be included as part of the eight (8)-hour workday, except for the driver.

(d) Time spent outside of his regularly scheduled eight (8)-hour workday by the driver of the Contractor's trucks and/or other vehicles used in providing the aforementioned transportation from the Contractor's pickup points to the job site and back to the pickup points shall be paid for at said driver's applicable rate of pay. Such "driving time," however, shall not be considered as hours worked for purposes of making Contractor contributions to the various Trust and other Funds as provided for in this Agreement.

(e) Employees who wish to utilize the aforementioned transportation shall notify the Contractor in sufficient time for the Contractor to make necessary arrangements.

17.2 Bad Road Transportation. At or within a job or project, where the access road to where the work is to be performed is unsuitable and no parking facilities are provided within a five (5)-minute walk to said work area, the Contractor will transport the employee from the parking area to and from where the work is being performed..

Section 18. PARKING EXPENSES

18.1 If there is no free parking available within 2,000 feet of said job site, then 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/her 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 expenditure.

18.2 In the event receipts are not available for parking expenses, the Union and the Contractor shall meet prior to the commencement of the project to work out alternative, mutually agreed provisions to take care of parking expenses. It was also agreed that suitable parking means that employees should have appropriate ingress and egress from such parking when completing work.

Section 19. SUBSISTENCE AND TRAVEL

19.1 Subsistence And Travel

(a) Where an employee is required by the Contractor to leave the island on which he/she resides to report to work on a neighbor island project, the Contractor will provide transportation to and from said island.

(b) Employees shall be reimbursed for travel expenses as approved by the Contractor which are incidental to the trip.

(c) While traveling to and from said island on a regular workday, the employee will receive his/her 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/her arrival at his/her destination, he/she shall nevertheless be paid eight (8) straight time hours.

(d) If required by the Contractor to travel to and from said island on a non-work day, the employee shall receive a minimum of two (2) hours' pay at one-and-one-half (1-1/2) times his/her regular straight time rate of pay.

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

(f) If an employee is required to remain on the neighbor island for **one (1) calendar week or less**, the Contractor shall make arrangements to provide for meals and lodging of good quality (no more than two (2) persons to a room*) at facilities designated by the Contractor. The employee may, however, request to receive either a meal allowance or subsistence allowance in the same manner as specified in paragraphs 19.1(g)(2) and 19.1(g)(3), below, in lieu of the arrangements offered by the Contractor. If an employee wishes to exercise this option, the employee must indicate his/her choice at the time he/she is notified of neighbor island travel and must sign an appropriate form. The determination of whether to provide meals and lodging or the applicable allowance rests with the Contractor.

(g) If the employee is required to remain on the neighbor island for more than one (1) calendar week, the Contractor shall be required to provide either:

(1) meals and lodging of good quality (no more than two [2] persons per room*), OR

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

Effective 9/1/03	$28.00 per day
Effective 8/30/04	$31.00 per day

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

Effective 9/1/03	$49.50 per day
Effective 8/30/04	$52.50 per day

(4) In the event the Contractor requires only one (1) employee to travel to a neighbor island for more than a week, the Contractor shall make arrangements to provide for meals and lodging of good quality.

*NOTE: The term "room" as used in paragraphs 19.1(g)(1) and 19.1(g)(2), 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.

(h) Except as provided in paragraph (i), immediately below, the employee may request to receive a subsistence allowance as specified in 19.1(g)(3), above, in lieu of meals and lodging to be provided by the Contractor. If an employee wishes to exercise this option, the employee must give the Contractor advance written notice.

(i) 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 the employee does not, he/she shall not be entitled to any meal allowance or subsistence allowance. A Camp Committee shall be established with representatives from each trade to set-up camp rules and to coordinate recreational and/or other activities.

(j) Meals and lodging or the applicable allowance, as the case may be, shall be provided for seven (7) days a week; provided, however, that an employee who is absent from work without the approval of the Contractor shall pay the applicable subsistence allowance as specified above for the cost of meals and lodging or shall have the applicable allowance deducted from his/her meal allowance pay or subsistence allowance pay, as the case may be, for each day of absence.

(k) Meals and lodging or the applicable allowance, as the case may be, shall automatically cease in the event the employee refuses to work, or is suspended or discharged for cause prior to the completion of the work project. If an employee is suspended or discharged for cause (including failure to pay Union dues), the Contractor will not pay or reimburse the employee for his/her return transportation, and for the return travel time. Unless determined under the Grievance Procedure to have been a "constructive discharge," an employee who quits or otherwise refuses to work shall pay his/her own return transportation and shall also not be paid for return travel time.

(l) In the event of death or serious illness or injury involving an employee's immediate family (spouse, child, brother, sister, parents, mother-in-law, or father-in-law), the Contractor shall pay for the cost of an employee's return transportation to his/her home island.

(m) In the event an employee is injured or becomes ill and a duly-licensed medical physician certifies that said employee's condition requires that he/she be returned to his/her home island, the Contractor

shall pay for the cost of said return transportation. This shall not apply, however, to an employee whose injury or illness is caused by his/her own misconduct while off duty.

(n) This subsection shall not apply to bona fide residents of the Island on which the work is being performed.

19.2 Application Of Subsistence To Bonafide Residents Of Neighbor Islands Who Are Required By The Contractor To Live Away From Home On The Same Island

(a) 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 for one (1) calendar week or less, the Contractor shall make arrangements to provide for meals and lodging of good quality (no more than two (2) persons to a room*) at facilities designated by the Contractor. The employee may, however, request to receive either a meal allowance or subsistence allowance in the same manner as specified in paragraphs 19.1(g)(2) and 19.1(g)(3), above, in lieu of the arrangements offered by the Contractor. If an employee wishes to exercise this option, the employee must indicate his/her choice at the time he/she is notified of the travel requirements and must sign an appropriate form. The determination of whether to provide meals and lodging or the applicable allowance rests with the Contractor.

(b) If 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 for more than one (1) calendar week, the Contractor shall be required to provide either:

(1) meals and lodging of good quality (no more than two [2] persons per room*), OR

(2) lodging of good quality (no more than two [2] persons per room*) plus pay a meal allowance in the same amount as specified in paragraph 19.1(g)(2), above, OR

(3) pay a subsistence allowance in the same manner as specified in paragraph 19.1(g)(3), above.

(4) In the event the contractor requires only one (1) employee to live away from home elsewhere on the same island for more than one (1) calendar week, in consideration of the additional housing expenses a lone employee must absorb, the above allowance shall be increased to forty-nine dollars and fifty cents ($49.50) per day. If later, another employee or employees join the original employee then the normal allowance of forty-seven dollars and fifty cents ($47.50) shall be applicable to all employees. Additionally, if, as the job winds down, only one (1) employee remains then that lone employee will receive the forty-nine dollars and fifty cents ($49.50) allowance.

*NOTE: The term "room" as used in paragraphs 19.2(b)(1) and 19.2(b)(2), 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.

(c) Except as provided in (d), immediately below, the employee may request to receive a subsistence allowance as specified in paragraph 19.1(g)(3), above, in lieu of meals and lodging to be provided by the Contractor. If an employee wishes to exercise this option, the employee must give the Contractor advance written notice.

(d) 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 the employee does not, he/she shall not be entitled to any meal allowance or subsistence allowance. A Camp Committee shall be established with representatives from each trade to set-up camp rules and to coordinate recreational and/or other activities.

(e) Such meals and lodging or the applicable 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 allowance, as the case may be, for said six (6) or seven (7) days. Where the work is scheduled by the Contractor on the basis of four nine-hour days (Monday through Thursday) plus four hours on Friday, then meals and lodging or the applicable allowance, as the case may be, shall be provided for four (4) days (Monday through Thursday) plus fifty percent (50%) of the meal allowance amount specified in paragraphs 19.1(g)(2), above, to cover the employee's breakfast and lunch on Friday.

(f) If the employee requires transportation in returning to and from home for the weekend, the Contractor will provide or arrange for said transportation.

(g) An employee absent from work without the approval of the Contractor shall pay or shall have the applicable allowance deducted from his/her meal allowance pay or subsistence allowance pay, as the case may be, for each day of absence.

(h) Such meals and lodging or the applicable 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 20. ACCESS TO COMPANY PREMISES

The Business Representatives of the Union shall have access to the Contractor's job sites for purposes of investigating grievances that have arisen and ascertaining whether or not this Agreement is being observed. Such representatives shall make every reasonable effort to advise the project superintendent or such project superintendent's authorized representative of the Business Representative's presence on the project, and the Contractor shall assist the Business Representative in securing identification badges, security clearances, or other entry identification for projects located on or within airports, prisons, military bases, etc.; when required. Such visits shall be exercised reasonably and shall not interfere with the conduct of the Contractor's operations or cause employees to neglect their work.

Section 21. UNION STEWARD

21.1 For any given project of the Contractor, the Union may select from amongst the employees on said project, one (1) Union Steward per shift who shall be given reasonable time during regular working hours to contact employees covered by this Agreement who are employed on said project; provided, however, that time spent on steward activities shall be exercised reasonably, and shall not interfere with the conduct of the Contractor's operations or cause employees to neglect their work.

21.2 The Union shall give written notice to the Contractor of the name of the Union Steward(s).

21.3 Said Union Steward(s) shall be allowed to attend and participate in grievance meetings held on the project on which he/she is working, and he/she shall suffer no loss of pay as a result of such participation.

21.4 It is specifically understood that said Union Steward(s) shall not under any circumstances leave the project to which he/she has been assigned in order to perform his/her Steward duties.

21.5 The Contractor shall not discharge or discriminate against said Union Steward(s) or any other employee for presenting a grievance or giving evidence with respect to an alleged violation of this Agreement. When the Union Steward(s) or any other employee alleges a violation of this Agreement, the complaint will be processed as provided under Section 22. (Grievance Procedure And Arbitration).

21.6 A Union Steward(s) may not be laid off for lack of work as long as he/she is qualified to perform the work on the job, and as long as there is an employee below the rank of Working Foreman still employed by the Contractor.

21.7 Whenever overtime work is scheduled, the Union Steward, if any, on the project involved will be afforded the opportunity to be included in that work provided he/she is qualified to perform the work required.

21.8 In the event the Union Steward is to be laid off for lack of work, the Contractor shall notify the Union at least one (1) working day before the layoff is to be made.

Section 22. GRIEVANCE PROCEDURE AND ARBITRATION

22.1 General Provisions

(a) The term "grievance" as used in this Agreement shall mean:

(1) a complaint filed by the Union or by any employee covered by this Agreement alleging a violation of a specific provision of this Agreement, and

(2) a complaint filed by any Contractor or by the Association (for itself or on behalf of any Contractor) alleging a violation of Section 7. (No Strike Or Lockout) or a refusal by the Union to refer employees to the Contractor in accordance with the provisions of Section 26.3, (Referral And Hiring Procedure) to a Contractor who is not delinquent in the payment of Trust Fund or other financial obligations under this Agreement.

(b) Except for grievances which are subject to an Expedited Hearing (as provided for under paragraph 22.3, below), grievances shall be presented to the Contractor (or to the Union, as the case may be) allegedly at fault within twenty (20) working days after the alleged violation occurred or first became known to the grieving party; provided, however, that in cases of discharge, the grievance shall be submitted within ten (10) working days of the discharge. Failure to so present the grievance shall be deemed as a waiver of remedy.

(c) If, however, the grievance involves nonpayment or partial payment of wages and/or nonpayment or partial payment of amounts due under Section 19. (Subsistence And Travel) and such nonpayment or partial payment was not raised as a grievance by reason of the promise of the Contractor to make full payment at a later date but which promise was not fulfilled, then said grievance shall be recognized.

(d) By mutual agreement of the parties, any step in the grievance procedure as hereinafter provided may be waived and/or any of the time limits within any step may be extended. Any such waiver and/or extension shall be confirmed in writing.

(e) Pertinent and relevant information in the possession of any party to the grievance which is needed by the other party to investigate and process a grievance shall be accessible to the requesting party within three (3) working days of the request for such information.

22.2 Grievance Procedure. Except for grievances which are subject to an Expedited Hearing (as provided for in 22.3, below), the complainant shall follow the procedure hereinafter set forth in submitting the grievance and having it investigated and the merits thereof determined:

(a) First Step (Job Site Supervisor). A grievance shall first be presented to the Job Site Supervisor who has authority to review and adjust grievances.

(b) Second Step (Contractor's President/General Manager Or His/Her Authorized Representative). If the matter is not settled through informal discussion between said Supervisor and the Union within three (3) working days after presentation to said Supervisor, the complainant, if he/she or it wishes to pursue the grievance further, shall submit it to the Contractor's President/General Manager or his/her authorized representative. Such submittal must be made in writing no later than five (5) working days after expiration of the initial three (3) working day period as specified above. Such written submittal shall specify the nature of the grievance, the specific Section(s) or provision(s) of the Agreement allegedly violated, and the remedy being sought. To the extent possible, the written submittal should include: Project name and location, dates of alleged infraction, detailed description of the contractual violation, number of individuals affected and any additional details pertinent to fully describe the factual aspects of the grievance as provided by the Contractor's President/General Manager or His/Her Authorized Representative. A copy of said submittal shall be sent to the respective Association(s) c/o Hawaii Employers Council.

(c) Third Step (State Joint Board)

(1) If the matter is not settled through informal discussion between the Union and the Contractor's President/General Manager (or his/her authorized representative) within five (5) working days after receipt by said President/General Manager (or his/her authorized representative) of the aforementioned written presentation, the complainant, if he/she or it wishes to pursue the matter further, shall submit the grievance, as previously set forth in writing, to the State Joint Board. Such submittal to the State Joint Board must be made no later than five (5) working days after expiration of the five (5)-working day period as specified above in which the Contractor's President/General Manager (or his/her authorized representative) has to review the grievance.

(2) The State Joint Board shall convene within seven (7) working days after it receives the written submission of a grievance.

(3) In the event a member of the State Joint Board (or his/her Company) is a party to the grievance, he/she shall be replaced by an Alternate.

(4) The State Joint Board shall have three (3) working days from the date it convenes to arrive at a decision. Any decision made by the State Joint Board shall be reduced to writing and a copy thereof shall be transmitted to each of the parties involved. Any such decision shall be final and binding upon all parties and there shall be no right of appeal to that decision.

(5) If, however, the Board is unable to arrive at a majority decision within three (3) working days from the date it convenes, then the complainant, if he/she or it wishes to pursue the grievance further, shall submit the grievance to arbitration as hereinafter provided. Notification of intent to present the grievance to arbitration must be made in writing within five (5) working days after receipt of the State Joint Board's report that it is unable to render a decision.

(d) Fourth Step (Arbitration)

(1) Within three (3) working days after receipt of the aforementioned written notification of intent to arbitrate, an authorized representative of the Association and an authorized representative of the Union shall confer to mutually select an Arbitrator. If the aforementioned representatives of the Union and the Association are unable to mutually agree on the name of an Arbitrator within the aforementioned three (3) working day period, then the Arbitrator shall be selected from amongst the following five (5) persons: Ted Tsukiyama, Edward Parnell, Michael Nauyokas, Tamotsu Tanaka, and Louis Chang. From that list, one (1) Arbitrator shall be chosen as follows: the Union and the Association shall each strike two (2) names from said list, each striking alternately, the first to strike to be determined by lot. The Arbitrator whose name remains shall serve in the case.

(2) All decisions of the Arbitrator shall be limited expressly to the terms and provisions of this Agreement, and in no event may the terms and provisions of this Agreement be altered, amended, or modified by the Arbitrator. The Arbitrator shall receive for his/her services such remuneration as, from time to time, shall be acceptable to him/her and agreed upon by the parties. All decisions of the Arbitrator shall be in writing, and a copy thereof shall be submitted to each of the parties hereto. All fees and expenses of the Arbitrator shall be borne equally by the Union and the Contractor. Each party shall bear the expenses of the presentation of its own case.

(3) All decisions of the Arbitrator under this Section 22. shall be final and binding upon the parties.

(4) The retroactive application of any remedy of the Arbitrator shall be limited to twenty (20) working days from the time the Contractor had notice of the grievance; provided, however, that in grievances involving the situation mentioned in paragraph 22.1(c), above, the Arbitrator is empowered to grant full restitution of unpaid amounts, subject, of course, to the applicable State of Hawaii Statute Of Limitations. In cases involving suspensions or discharge, if the Arbitrator finds that a discharge or suspension was not for just cause, such discharge or suspension may be set aside, reduced, or otherwise changed by the Arbitrator. If the penalty is set aside, reduced, or otherwise changed, the Arbitrator, may at his/her discretion, award back pay to compensate the employee, wholly or partially, for any wages (including Contractor payments to the various Trust and other Funds as provided in this Agreement) lost because of the discharge or suspension. If a back pay award is made, wages received from any other employment or any sums received as unemployment compensation while the discharge or suspension was in effect shall be deducted by the Arbitrator in determining the amount of the award.

22.3 Grievances Subject To An Expedited Hearing

(a) The following grievances shall be subject to an Expedited Hearing:

(1) a complaint filed by the Union alleging a violation of Section 7. (No Strike Or Lockout), Section 25. Application to Subcontractors, Section 26.3 (Referral and Hiring Procedure), and

(2) a complaint filed by a Contractor or by the Association (for itself or on behalf of any Contractor) alleging a violation of Section 7. (No Strike Or Lockout) or a refusal by the Union to refer employees to the Contractor in accordance with the provisions of Section 26.3 (Referral and Hiring Procedure) to a Contractor who is not delinquent in the payment of Trust Fund or other financial obligations under this Agreement.

(b) Grievances subject to an Expedited Hearing may, at the complainant's option, be submitted directly to the State Joint Board. Such submittal to the State Joint Board shall be made in writing and must be submitted within twenty (20) working days after the alleged violation occurred or first became known to the complainant. Said written submittal shall specify the nature of the grievance, the specific Section(s) or provision(s) of the Agreement allegedly violated, and the remedy being sought.

(c) The State Joint Board shall convene within two (2) working days after it receives the aforementioned written submittal.

Section 23. STATE JOINT BOARD

23.1 Appointment Of Representatives

(a) There is hereby established a State Joint Board (hereinafter referred to as "Joint Board" and/or "Board") to be composed of:

(1) five (5) persons appointed by the Union, and

(2) five (5) persons appointed by the Associations for and on behalf of the Contractors covered hereby.

(b) Alternates may be selected by each of the appointing parties to serve when regular members are or will be absent.

23.2 Scope and Authority

(a) The State Joint Board shall have the authority:

(1) to review, hear, and make decisions on grievances submitted to the Board pursuant to the provisions of Section 22. (Grievance Procedure And Arbitration), and

(2) to review and make recommendations with respect to problem areas or other matters of mutual concern that are referred to it, or which it takes upon its own volition, and

(3) In the case of complaints, problems, and/or allegations that a Contractor has misused or abused the provisions of Section 11.1(b) or Section 11.1(c) (relating to the scheduling of a straight time "make up" day) and/or the provisions of Section 11.1(f)(1) and (2) (relating to the scheduling of a workweek of other than five (5) eight (8)-hour days), the Board shall, on a Contractor's second upheld charge before the Board involving the same or similar matter, be empowered to impose a fine or other penalty on said Contractor, including an order that said Contractor pay the applicable overtime rate to the employees affected for the work performed. If a fine is imposed, it shall be paid as set forth in paragraph (4), below.

(4) In the case of grievances subject to an Expedited Hearing, namely: alleged violations of Section 7. (No Strike Or Lockout), Section 16.5 (No Piece Work, Contract Work, or Moonlighting), Section 25. (Application to Subcontractors), and Section 26.3 (Referral and Hiring), to impose a fine or other penalty (the amount of which shall be reasonably related to the nature and extent of the violation) on the Contractor, the Union; or any employee who was found to have violated the specific Sections indicated, unless the violation was caused by reasons beyond the control of the party found to be in violation. If imposed, any such fine or penalty shall be paid to a charitable, non-profit organization designated by the State Joint Board.

(b) It is specifically understood and agreed that all decisions and recommendations of the Joint Board shall be within the scope of this Agreement, and that said Joint Board shall not have authority to alter, amend, or modify the terms of this Agreement in any way. Should a problem area arise in which the Joint Board recommends that the Agreement be amended, said recommendation will be referred to the Union and the Associations for review and appropriate action.

23.3 Rules of Procedures. Except as herein provided, the Joint Board shall determine its own rules of procedure and all other details necessary to carry out the business for which it was appointed.

23.4 Quorum

(a) A quorum at any meeting of the Joint Board shall consist of at least three (3) Union Board members and three (3) Contractor Board members. Unless a quorum is present, no business shall be transacted.

(b) The Board may act in writing without a meeting upon any matter which may properly come before it, provided such action has the affirmative concurrence in writing of at least three (3) Contractor Board

members and three (3) Union Board members, and provided further that a copy of such written concurrence shall be forthwith mailed to each non-participating Board member.

23.5 Voting

(a) A quorum being present, all matters coming before the Joint Board for consideration shall be decided by a majority vote of the Board members and/or Alternates present and eligible to vote. If any member of the Board requests it, said voting shall be conducted by secret ballot.

(b) It is understood that the number of Board members eligible to vote shall be governed by the lesser number of Contractor or Union Board members present so that the total number of votes cast by the Contractor members may not exceed the total number of votes cast by the Union members and vice versa.

23.6 Rights Of Board. The Board may summon, question, and examine any party to this Agreement, or their representatives or agents, in connection with any question or matter over which the Joint Board may act. The Joint Board may also have the books and accounts of any party covered by or signatory to this Agreement examined by an independent certified public accountant as to payroll records, payments made to employees covered by this Agreement, and payment of fringe benefits.

23.7 Expenses. Each party shall bear the costs and expenses of its own representatives to the Joint Board. All expenses which are incurred by the Joint Board shall be divided equally between the parties.

23.8 Matter Involving Non-Association Contractor Signatory To This Agreement. In the event a matter is presented to the Joint Board involving a Contractor who is not a member of the Association, but who is signatory to this Agreement or its counterpart, then and in that event, such Contractor, upon receipt of notice by Certified Mail, may elect to designate one (1) representative to serve as a member of the Joint Board in lieu of one (1) of the regularly designated representatives. Such Non-Association Contractor shall have the right to be present or to be represented at the meeting or meetings during which this matter is to be heard and shall have the right to present evidence and testimony on his behalf. In the event such Contractor fails or refuses to designate a representative to serve as a member of the Board or fails or refuses to appear at the scheduled meeting(s), then in that event the Joint Board, as regularly constituted, may proceed in the same manner as if the Contractor were present and represented as herein prescribed.

23.9 Limitation of Liability. No member of the State Joint Board shall be liable to anyone (including the parties hereto, any Contractor signatory to this Agreement, any employee covered by this Agreement, any other Unions or Associations, or any other person, firm, corporation, or other entity) as a result of decisions or acts made in the performance of his/her duty under this Agreement.

Section 24. JURISDICTIONAL DISPUTES

24.1 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.

24.2 Jurisdictional disputes are defined as any dispute where two (2) or more unions claim the disputed work. Such disputes shall not be subject to the grievance procedure and shall not be considered a violation of Section 25. APPLICATION TO SUBCONTRACTORS. In the event a jurisdictional dispute over any work being performed or to be performed and involving any union, the Union, the Contractor, the Association, and the other union or unions involved shall meet within three (3) working days of the date of the dispute first coming to the attention of any of the parties hereto to amicably resolve the dispute.

24.3 If the parties do not resolve the dispute within two (2) working days after the meeting, then the dispute shall be referred to the PLAN FOR SETTLEMENT OF JURISDICTIONAL DISPUTES IN THE

CONSTRUCTION INDUSTRY. If any Union or Contractor refuses to submit such dispute to the PLAN FOR SETTLEMENT OF JURISDICTIONAL DISPUTES IN THE CONSTRUCTION INDUSTRY then the Union may submit this dispute as a grievance at the Third Step (State Joint Board) under Section 22. GRIEVANCE PROCEDURE AND ARBITRATION for resolution as a violation of Section 24 and/or Section 25.

24.4 In the interim period during which the dispute is sought to be resolved, the work shall proceed as originally assigned by the Contractor and shall continue until a final settlement or adjudication is rendered. Should the dispute have the effect of slowing down or stopping any part of the Contractor's work, the Contractor shall be free to exercise any appropriate course of action (including the initiation of proceedings with the National Labor Relations Board) to settle the dispute and restrain those who are responsible for the job disruption and nothing in this Agreement or in this Section shall be deemed as a condition precedent to any such action that the Contractor would be lawfully entitled to take.

24.5 In no event shall a jurisdictional dispute be resolved in such a manner as to require the employment of a particular tradesperson where one cannot be efficiently and productively employed on a full-day basis.

Section 25. APPLICATION TO SUBCONTRACTORS

25.1 Preservation of Work. The purpose and intent of this section is to preserve and protect the employment opportunities and the terms and conditions of employment of all employees covered by this Agreement to the maximum extent permitted by law.

25.2 Definition Of Subcontractor. A subcontractor is defined as any person, firm, corporation or other entity, including signatory to this Agreement who assumes an interest in a joint venture and/or partnership which is not signatory to this Agreement, who agrees orally or in writing to perform, or who in fact performs for or on behalf of a contractor or subcontractor of a Contractor any part or portion of the on-site work covered by this Agreement. This definition applies to a subcontractor of any tier.

25.3 Subcontracting of Work Covered by This Agreement. (Excluding Terrazzo and Stamped Concrete Work). If a Contractor decides to subcontract construction work covered by this Agreement (pursuant to Exhibit "A") to be done at the site of construction, the Contractor shall subcontract work only to a subcontractor who is signatory to a collective bargaining agreement with Local 630 and/or Local 1 and who is stipulated to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry.

25.4 Subcontracting of Terrazzo and Stamped Concrete Work

(a) If a Contractor decides to subcontract Construction site work covered by this Agreement as listed in this subsection, Subcontracting of Terrazzo and Stamped Concrete Work; the Contractor shall subcontract the work only to a subcontractor who is signatory to a collective bargaining agreement with Local 630 and/or Local 1 (and is stipulated to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry); provided, however, that the Contractor has received three (3) or more responsive bids via an "open bid process" from responsible and bondable Contractors covering said work who are signatory to the Union agreement. If there are less than three (3) such Contractors in the industry who are signatory to a collective bargaining agreement with Local 630 and/or Local 1, then the Contractor need not place the job out to bid.

(b) The term "open-bid process" means the process by which a Contractor advertises for bids in a publication of general circulation. If the Contractor does not place the job out to bid and negotiates directly with the subcontractor or preselects the subcontractor, the Contractor shall award the work only to a subcontractor who is signatory to a collective bargaining agreement with Local 630 and/or Local 1.

(c) If less than three (3) responsive bids from responsible subcontractors who are signatory to the Local 630 and/or Local 1 agreement are received pursuant to the open-bid process, the Contractor shall be free to subcontract the work without restrictions.

25.5 If requested by the Union, the Contractor will supply the Union with a written list of the names, addresses, and telephone numbers of all subcontractors (regardless of tier) who will be performing Local 630's and/or Local 1's work covered by this Agreement on said project.

Section 26. REFERRAL, HIRING, AND EMPLOYMENT

26.1 Notification Of Quits And Other Terminations. The Contractor shall notify the Union weekly of the names of those employees who have quit, been laid off and/or terminated during the previous workweek. This notification shall be given by means of a standard notification form, a sample of which is attached hereto as Exhibit "C," or by other written means which provides the same information as that set forth in Exhibit "C."

26.2 For purposes of this Section 26., a "member in good standing" shall be defined as one who has completed payment of the regular Union initiation fee, or readmission fee or who is paying said fee in accordance with the administrative procedures of the Union and who tenders the regular Union dues which are uniformly required as a condition of retaining membership in the Union.

26.3 Referral and Hiring Procedure

(a) Union As Sole And Exclusive Sourse Of Referral. Execept as provided in paragraph 26.4(c), below, the Union shall be the sole and exlusive source of referral of applicants for employment.

(b) Notice To Union Referral Office. When a Contractor requires additional persons for work covered by this Agreement, he/she shall notify the Union Referral Office of the qualification of the person or persons required. Whenever possible, this notice shall be given forty-eight (48) hours in advance of the time the Contractor desires said person(s) to report for work.

(c) Former Employees And Experienced Applicants

(1) When making requests to the Union Referral Office, the Contractor may name persons who were formerly employed by him/her at any time within the twenty-four (24)-month period before the date of the request, and if said persons are duly registered with the Union Referral Office and are available for employment, the Union shall refer them to the Contractor. Other referrals to the Contractor shall be made on the basis of a referral list or lists which shall be established and maintained by the Union and which shall recognize the following precepts:

[a] that applicants experienced in work similar to that for which job openings exist whose experience was gained locally and who currently reside in the locality be given preference, and

[b] that applicants for employment who appear to meet the qualifications stated by the Contractor be referred in the order of the amount of experience they evidence in the type of work for which the job openings exist.

[c] contractors starting projects in the jurisdiction covered by this Collective Bargaining Agreement may bring in supervisors who do not work with the tools and one (1) key personnel who may work with the tools. All other working personnel must be obtained from the Local's Hiring and Referral lists. If and only if the Hiring and Referral Office(s) are unable to fill the request of the Contractor, then the provisions of paragraph 3.(g) will apply.

Under no circumstances will the Contractor secure employees from out of the covered jurisdiction of this Agreement without first informing the Union.

(2) The above-referred-to Referral Lists shall be maintained on an Island-by-Island basis, except that separate lists shall also be established and maintained covering the towns (and surrounding areas) of Kona and Hilo.

(3) Each of the above Referral Lists shall be established and maintained by the Union in accordance with criteria of the National Labor Relations Act, as amended, and other applicable Federal and/or State laws and regulations.

26.4 Clearance Slips. All individuals referred by the Union shall be given a "clearance slip" prepared in duplicate and duly signed by an authorized representative of the Union. One (1) copy of said clearance slip shall be retained by the Union for its records and one (1) copy shall be given to the individual being referred for employment for handing to the Contractor's job superintendent or foreman.

(a) No Clearance Slip; No Hire

(1) Any individual who does not possess a valid, Union-signed Clearance Slip shall not be hired; and the Union Office shall be promptly notified of the instance.

(2) Any person who obtains employment by means of a forged Clearance Slip or by any other fraudulent or surreptitious means shall be subject to immediate termination of employment.

(b) Notice To Union Of Rejection. It is understood that the Contractor has the right to hire or reject any applicant for employment as referred by the Union's Referral Office. So that the records of the Union's Referral Office may be complete, the Contractor shall immediately notify the Union of any rejection. If requested by the Union, a conference will be held between the Contractor and the Union, at which time the reasons for rejection will be explained.

(c) If Union Referral Office Does Not Fill Contractor's Request Within Forty-Eight (48) Hours

(1) If the Union's Referral Office does not fill the Contractor's requirements from the Referral List applicable to the particular Island or area (Hilo or Kona) in which the work is to be performed within forty-eight (48) hours after the Contractor's request is made, said Contractor may then secure employees directly from any other source of labor he/she desires, including loan or transfer from other Contractors.

(2) With respect to loaned or transferred employee, said Contractor shall, by means of a standard notification form, copies of which are attached hereto as Exhibit "B-2" (for Cement Finishers) and Exhibit "B-3" (for Blocksetters) give prompt, written notice to the Union of the names of the loaned and/or transferred employees that he/she will be using.

(3) For all other directly secured employees, the following procedure which is applicable ONLY when the Union's Referral Office does not fill the Contractor's requirements within forty-eight (48) hours after the Contractor's request is made shall be followed:

[a] The Contractor shall complete and sign a "Confirmation of Hiring Slip," prepared in duplicate, which shall be in a form as per Exhibit "D," attached hereto.

[b] On or before the date so hired, the employee shall take the Contractor-signed Confirmation of Hiring Slip to the Union Referral Office so that the date of his/her employment may be confirmed to the end that the Contractor's and said Referral Office records will be the same, and possible disputes with respect to rate of pay, union security, and other provisions

of this Agreement thereby avoided. Upon such confirmation, one copy of said Slip shall be signed by an authorized representative of the Union and returned to the employee for his/her return to the Contractor. In the event said employee cannot report to the Union's Referral Office on or before his/her date of hire because of emergency or where the requirements of the job make immediate commencement of work necessary, the Contractor shall notify the Union office immediately of such hire, and he/she shall report not later than his/her second day of work, unless other arrangements have been made with the Union.

[c] The Union guarantees that the employee so hired and referred shall be sent back to the Contractor without delay; provided, however, that the Contractor involved had notified the Union of his/her requirements pursuant to paragraph 26.3(b), (Notice To Union Referral Office), above, and has otherwise adhered to the provisions of this Section 26.3, (Referral And Hiring).

(d) No Discrimination

(1) The Referral and Hiring Procedure shall be operated on a non-discriminatory basis; and neither the Contractor nor the Union shall discriminate in favor of or against any applicant because of his/her membership or non-membership in the Union.

(2) As specified by Federal and State laws, neither the Union nor any Contractor signatory hereto or covered hereby shall discriminate against any employee or applicant by reasons of race, color, religion, sex, national origin, age, physical handicap, or for being a disabled veteran or a veteran of the Vietnam Era.

(e) Grievance Or Issues Of Fact Regarding These Procedures. Any individual aggrieved by the operation of these referral and hiring procedures, including any posted regulations subsequently adopted, and any Contractor who faces a question of fact as to whether said Contractor has violated or otherwise failed to adhere to these referral and hiring procedures shall have the right to submit said grievance or question through either party hereto directly to the State Joint Board created in Section 22. (Grievance Procedure And Arbitration); provided such submission is made in writing within five (5) working days after the occurrence of the grievance. Said Board shall have full power to adjust the grievance and its decision thereon shall be final and binding upon the individual grievant, the Contractor, the Union, and all other parties hereto.

(f) Posting. The Contractor and the Union shall post copies of the above Referral and Hiring Procedure in places where notices to employees and applicants for employment are customarily posted.

(g) Pre-Employment Physicals. New applicants to Hawaii's Construction Industry may be required to take physical examinations as a prerequisite to employment. Employees presently in the Industry do not have to take a physical examination as a prerequisite to employment providing:

(1) The employee has proof that he/she has taken a physical examination as provided under the Hawaii Masons' Health and Welfare Plan within the year immediately preceding the date of referral. Such physical examination shall been taken at a health care facility as designated or approved under the aforesaid Health & Welfare Plan and shall include an evaluation of job-related physical traits required in the trade.

(2) At the discretion of the Contractor, the employee may then be given a Form by the Contractor (a sample copy of which is attached hereto as Exhibit "E") to be completed by the examining physician which will certify that the employee has received the required physical and that the employee does not have any physical condition which will preclude him/her from satisfactorily performing the work required. The pre-employment questionnaire may also include inquiries regarding any injuries or illnesses of the employee since his/her last physical which may have an

effect upon his/her ability to perform in his/her trade. The doctor shall evaluate the employee's statement. Such doctor's visit shall be paid for by the Contractor.

Section 27. PRE-JOB CONFERENCE

27.1 Upon the request of either party, a Pre-Job Conference will be held prior to the start of work on any job or project where the estimated or agreed upon price to be paid to the Contractor for the job or project is $5,000,000 or more.

27.2 All understandings reached at such Pre-Job Conference shall be within the scope and terms of this Agreement and shall be reduced to writing and signed by the Contractor and the Union.

27.3 The Employer shall notify the Union (by letter of memorandum) regarding the location, size and start/completion date of each project more than $100,000 in value but less than $5,000,000 in value.

Section 28. ADMINISTRATIVE OFFICE

28.1 Establishment

(a) In order that the various joint programs as established or continued under this Agreement may be economically administered in a centralized office, the parties hereto agree to the establishment of an Administrative Office, hereinafter referred to as the "Ad Office."

(b) Said Ad Office shall be established as soon as the joint Ad Committee as provided for below is satisfied that said Ad Office will be properly staffed and equipped to perform the services expected of it.

28.2 Ad Committee

(a) The affairs of the Ad Office shall be supervised by an Administrative Committee (hereinafter referred to as the "Ad Committee,") composed of five (5) persons appointed by the Union and five (5) persons appointed by and from amongst the Contractor Trustees on the various Joint Trust Funds. Alternates may be selected by the appointing parties when regular appointees are absent.

(b) The persons or firms that perform Certified Public Accounting services to any of the Trust Funds provided for under this Agreement and/or to the Ad Office itself shall be ex-officio members of the Ad Committee.

28.3 Authority of Ad Committee and Administrator

(a) The Ad Committee shall select the location of the Ad Office and shall have general supervision over the operation of the Ad Office, and it shall have and may exercise all of the authority and power as is necessary to carry out its responsibility. The Ad Committee shall also be the sole appointing and reporting authority of and for the Ad Office Administrator, who shall manage the day-to-day affairs of the Ad Office. Said Administrator shall be a full-time employee of the Ad Office and shall not receive any compensation, directly or indirectly, from either the Associations, the Union, or any Contractor. The rate of compensation of said Administrator shall be fixed from time to time by the Ad Committee.

(b) Subject to any requirements or definition of his or her authority and duties as may be prescribed by the Ad Committee, the Administrator shall be solely responsible for the day-to-day operation and affairs of the Ad Office and shall be the only person authorized to hire, discipline and/or terminate any other employee or employees of said Ad Office. The rates of compensation for other employees shall be within the

salary guidelines as established by the Ad Committee, except where higher or lower rates are recommended by the Administrator and approved by the Ad Committee.

28.4 Duties And Services Of Ad Office. The Ad Office shall be expected to perform or cause to be performed the following duties and services (but shall not be limited to):

(a) The Ad Office shall keep, secure, make and/or file or cause to be kept, secured, or filed any and all records and reports as the Board of Trustees of any of the Trust Funds may request or direct, or which are required by applicable State or Federal laws, rules and regulations.

(b) The Ad Office shall maintain or cause to be maintained accurate records and accounts of all financial transactions involving or relating to any of the Funds which it services, which records and accounts shall be audited annually by a Certified Public Accountant as selected by the Board of Trustees of the applicable Trust Fund. The report of said Audit shall be submitted to each Trustee of the applicable Trust Fund.

(c) The Ad Office shall also maintain or cause to be maintained accurate records and accounts of all financial transactions involving the Ad Office, which records and accounts shall be audited annually by a Certified Public Accountant selected by the Ad Committee. The report of said audit shall be submitted to each of the Trustees of the various Funds and Programs which utilize the services of the Ad Office.

(d) As may be generally authorized or specifically directed by the Board of Trustees of any of the Trust Funds, the Ad Office shall also make or cause to be made any audit of a Contractor's payroll records to ascertain whether all contributions due have been paid.

(e) The Ad Office shall also perform or provide or cause to be performed or provided any and all other services as the Board of Trustees of any of the Trust Funds may request or direct, or which are required by applicable State or Federal laws, rules, and regulations.

28.5 Expenses

(a) As determined by the Ad Committee, subject to the approval of each of the respective Board of Trustees, the operating expenses of the Ad Office shall be prorated amongst the various Funds and Programs which utilize its services.

(b) Each party shall bear the costs and expenses (if any) of its own representatives to the Ad Committee.

(c) Any expenses which are incurred by the Ad Committee itself shall be borne by the Ad Office.

28.6 Rules of Procedure. Except as herein provided, the Ad Committee shall determine its own rules of procedure and all other details necessary to carry out the business for which it was appointed.

28.7 Quorum

(a) A quorum at any meeting of the Ad Committee shall consist of at least three (3) Union Committee members and three (3) Contractor Committee members. Unless a quorum is present, no business shall be transacted.

(b) The Committee may act in writing, without a meeting, upon any matter which may properly come before it, provided such action has the affirmative concurrence in writing of at least two (2) Contractor Committee members and two (2) Union Committee members, and provided further that a copy of such written concurrence shall be forthwith mailed to each non-participating Committee member.

28.8 Voting

(a) A quorum being present, all matters coming before the Ad Committee for consideration shall be decided by a majority vote of the Committee members and/or Alternates present and eligible to vote. If any member of the Ad Committee requests it, said voting shall be conducted by secret ballot. It is understood that the number of Committee members eligible to vote shall be governed by the lesser number of Contractor or Union Committee members present so that the total number of votes cast by the Contractor members may not exceed the total number of votes cast by the Union members and vice versa.

(b) If the Ad Committee is unable to arrive at a majority decision, then either party may refer the matter to the State Joint Board.

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

Section 29. GENERAL SAVING 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 or of this Agreement, and the parties hereto agree that in the event any provisions 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 7. (No Strike Or Lockout), shall continue to remain in full force and effect.

Section 30. MOST FAVORED NATION CLAUSE

Should the Union at any time during the term of this Agreement enter into an agreement with any Contractor or Contractors Association covering work covered by this Agreement which provides terms and conditions more advantageous to such Contractor or to members of said Contractors Association, OR should the Union in the case of any Contractor which is bound to this form of Agreement countenance a course of conduct by such Contractor enabling it to operate under more advantageous terms and conditions than is provided for in this Agreement, then any Contractor party to this Agreement shall be privileged to automatically adopt such advantageous terms and conditions.

Section 31. MODIFICATION OF AGREEMENT

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

Section 32. 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, through their duly authorized representative(s) have caused this Master Agreement to be executed on this 20th day of October, 2003.

INTERNATIONAL UNION OF
BRICKLAYERS & ALLIED CRAFTWORKERS,
LOCAL #1 OF HAWAII, AFL-CIO

/s/ Nolan G. Moriwaki
Its

GENERAL CONTRACTORS LABOR ASSOCIATION

/s/ James C. Ramirez
James C. Ramirez
Its President

OPERATIVE PLASTERERS & CEMENT
MASONS INTERNATIONAL ASSOCIATION
OF THE UNITED STATES AND CANADA
LOCAL #630, AFL-CIO

/s/ Nolan G. Moriwaki
Its

BUILDING INDUSTRY LABOR ASSOCIATION

/s/ Alvin Kobayashi
Alvin Kobayashi
Its President

EXHIBIT "A"

CLASSIFICATION AND HOURLY WAGE SCHEDULE COVERING CEMENT FINISHERS AND MASONS (BLOCKSETTERS) IN THE STATE OF HAWAII

A. Classification and Hourly Wage Schedule Covering CEMENT FINISHERS (Operative Plasterers & Cement Masons International Association of the United State and Canada, Local No. 630, AFL-CIO)

Effective Date	Journeyperson Cement Finisher	Trowel Machine Operator	Working Foreman	Foreman*
September 1, 2003	26.80	26.95	27.30	27.55
August 30, 2004	27.25	27.40	27.75	28.00
August 29, 2005	27.70	27.85	28.20	28.45
September 4, 2006	28.10	28.25	28.60	28.85
September 3, 2007	28.60	28.75	29.10	29.35

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

Cement Finisher Apprentice		Percentage of Journeyperson's Wage Rate	*Fringe Benefits
1st Period Apprentice:	1 – 1000 hours	50%	
2nd Period Apprentice:	1001 – 2000 hours	55%	
3rd Period Apprentice:	2001 – 3000 hours	60%	
4th Period Apprentice:	3001 – 4000 hours	70%	
5th Period Apprentice:	4001 – 5000 hours	75%	
6th Period Apprentice:	5001 – 6000 hours	80%	
7th Period Apprentice:	6001 – 7000 hours	85%	
8th Period Apprentice:	7001 – 8000 hours	90%	

Apprentices indentured prior to September 1, 2003 full Health and Welfare and Research and Development Funds applies with scheduled rate increases. All other Trust Fund benefits shall apply and be made on behalf of these apprentices after completion of 1,000 work hours. Apprentices indentured from September 1, 2003 shall have the full health and welfare benefit with scheduled increases. All other Trust Fund benefits apply with the following rates: $1.00 Pension, $2.00 Vacation/Holiday. $.50 Apprentice/Training, and $.50 Annuity until journeyperson status is attained.

B. Classification and Hourly Wage Schedule Covering MASONS (BLOCKSETTER) (International Union of Bricklayers & Allied Craftworkers, Local No. 1 of Hawaii, AFL-CIO)

Effective Date	Journeyperson (Mason, Bricklayer, Blocksetter, Stone Mason, Marble Setter, Stone Curb Setter, Manhole Builder, Pre-Cast Sills, Curbs and/or Panels, Cleaners Pointers, and Caulkers	Working Foreman	Foreman*
September 1, 2003	26.85	27.35	27.60
August 30, 2004	27.30	27.80	28.05
August 29, 2005	27.75	28.25	28.50
September 4, 2006	28.15	28.65	28.90
September 3, 2007	28.65	29.15	29.40

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

Mason Apprentice		Journeyman's Wage Rate
1st Period Apprentice:	1 – 1000 hours	50%
2nd Period Apprentice:	1001 – 2000 hours	55%
3rd Period Apprentice:	2001 – 3000 hours	60%
4th Period Apprentice:	3001 – 4000 hours	70%
5th Period Apprentice:	4001 – 5000 hours	75%
6th Period Apprentice:	5001 – 6000 hours	80%
7th Period Apprentice:	6001 – 7000 hours	85%
8th Period Apprentice:	7001 – 8000 hours	90%

Stone Mason Apprentice		Journeyman's Wage Rate
1st Period Apprentice:	1 – 1000 hours	55%
2nd Period Apprentice:	1001 – 2000 hours	60%
3rd Period Apprentice:	2001 – 3000 hours	65%
4th Period Apprentice:	3001 – 4000 hours	70%
5th Period Apprentice:	4001 – 5000 hours	75%
6th Period Apprentice:	5001 – 6000 hours	80%
7th Period Apprentice:	6001 – 7000 hours	85%
8th Period Apprentice:	7001 – 8000 hours	90%

Pointer/Caulker/Cleaner Apprentice		Journeyman's Wage Rate
1st Period Apprentice:	1 – 1000 hours	50%
2nd Period Apprentice:	1001 – 2000 hours	55%
3rd Period Apprentice:	2001 – 3000 hours	60%
4th Period Apprentice:	3001 – 4000 hours	70%
5th Period Apprentice:	4001 – 5000 hours	80%
6th Period Apprentice:	5001 – 6000 hours	90%

Apprentices indentured prior to September 1, 2003 full Health and Welfare and Research and Development Funds applies with scheduled rate increases. All other Trust Fund benefits shall apply and be made on behalf of these apprentices after completion of 1,000 work hours. Apprentices indentured from September 1, 2003 shall have the full health and welfare benefit with scheduled increases. All other Trust Fund benefits apply with the following rates: $1.00 Pension, $2.00 Vacation/Holiday. $.50 Apprentice/Training, and $.50 Annuity until journeyperson status is attained.

Classifications - CEMENT MASONS (Local 630)

A. **Cement Masons**

1. Forms

   (a) Makes and sets all forms for slabs and sidewalks up to one (1) board in height including curbs and gutters.

   (b) Sets all strips, screeds, grades and stakes for above.

2. Fabrications, Setting and Finishing Concrete Construction

   (a) Foremanship and/or supervision.

   (b) Trowels and finishes slabs and flatwork.

(c) Forms and finishes curbs and gutters.

(d) Finishes, including packing, patching and washing of all concrete construction.

(e) Performs preparatory work on concrete construction to be finished, rubbed, sandblasted, cutting of nails, wire, wall ties, and the patching, brushing chipping, bush hammering or grinding by machine or carborundum stone.

(f) Laying, spreading, and finishing of all types of bituminous concrete (sand, cement and asphalt filler for overlayment of tile).

(g) Spreading, rodding and finishing of all toppings of cement, epoxies and plastic materials including base up to 6" high.

(h) Applies color pigment mixed with cement in any forms or methods of application.

3. Materials Abutting Concrete Surfaces

(a) Patching, packing and pointing around all steel or metal frames abutting concrete surfaces.

4. Prefabricated and Prestressed Panels

(a) Finishing of all prefabricated and prestressed concrete panels whether on the jobsite or at the precast yard.

(b) Packing, pointing and caulking between panels.

5. Gunite Application

(a) Applies gunite of one and one-half (1-1/2) inches or less including the handling of the gun nozzle.

(b) Tools, shapes and finishes gunite of any depth or thickness.

6. Weatherproofing and Adhesive Application

(a) Applies all weatherproofing in conjunction with finishing concrete and cement work such as Thoroseal, ironite, plasterweld or similar products regardless of methods of application.

CLASSIFICATIONS - Bricklayers & Allied Craftworkers (Local 1)

A. **Bricklayer**

1. Laying of all brick made from any materials such as carbon materials, Karbate, Impervite or mixtures, all acid-resistant materials, terra cotta, glass & porcelain.

2. Laying of all brick products in mines, tunnels, sewers, electrical & telephone conducts, residential & commercial buildings, mills, iron works, blast or smelter furnaces, chimneys & kilns.

3. Makes all cuts on brickwalls, fireproofing, blockarching, terra cotta, mineral-wool, cork blocks & glass or any substitute for above materials.

4. Pointing, filling & caulking & cleaning of all joints & other work necessary to complete the work under the foregoing categories.

5. Applies all waterproofing, black mastic waterproofing, silicone, and/or substitutes sandwiched between many cements in the interior of the wall.

B. **Stonemason**

1. The laying of all rip rap, rubble work, with or without mortar, setting all cut stone, marble, slate or stone work (meaning, as to stone, any work manufactured from such foreign or domestic products as are specified and used in the interior or on the exterior of buildings by architects and customarily called "stone" in the trade); cutting all shoddies, broken ashlar or random ashlar that is roughly dressed upon the beds and joints, and range ashlar not over 10 inches in height; the dressing of all jambs, corners and ringstones that are roughly dressed upon the beds, joints or reveals, and the cutting of a draft upon same for plumbing purposes only; and the cleaning, cutting of joints and pointing of stone work.

2. This is to apply to all work in buildings, sewers, bridges, railroads, bulkheads, breakwaters, jetties, playgrounds, parks, landscaping and curbing or other public works, and to all kinds of stone, particularly to the product of the locality where the work is being done.

3. Cleaning, grouting, pointing, and other necessary work to achieve and complete the work under the foregoing categories.

C. **Artificial Mason**

1. The cutting, setting and pointing of cement blocks and all artificial stone or marble, either interior or exterior, when set by the usual custom of the stonemason and marble setter. All cement that is used for backing up external walls, the building of party walls, columns, girders, beams, floors, stairs and arches and all material substituted for the clay or natural stone products.

2. All artificial masonry, the cutting, setting and pointing of all concrete prefabricated slabs, regardless of dimension size.

D. **Cement Mason**

1. The laying out, screeding and finishing of all cement, concrete, brown stone composition, mastic and gypsum materials, also for fireproofing, waterproofing, cement and composition base and vault lights.

2. The cutting of all cement and concrete for patching and finishing; the bush hammering of all concrete when cast in place; the operation of cement gun, the nozzle and the finishing of all material applied by the guns, also the operation of the cement floor finishing machines.

E. **Marble Mason.** The carving, cutting and setting of all marble, slate, including slate blackboards, stone, albereen, carrara, sanionyx, vitrolite, and glass block, scagliola, marbleithic, and all artificial, imitation or cast marble of whatever thickness or dimension. This shall apply to all interior work, such as sanitary, decorative and other purposes inside of buildings of every description wherever required, including all polish, honed or sand finish; also the cutting and fitting of above materials after they leave mills or shops, as well as all accessories in connection with such work, and the laying of all marble tile, slate tile and terrazzo tile.

F. **Plastering**

1. The installation of exterior or interior plastering, plain and ornamental, when done with stucco, cement and lime mortars or patent materials; artificial marble work, when applied in plastic form; (composition work in

all its branches); the covering of all walls, ceilings, soffits, piers, columns or any part of a construction of any sort when covered with any plastic material in the usual methods of plastering; the casting and sticking of all ornaments of plaster or plastic compositions, the cutting and filling of cracks.

2. All cornices, molding, coves, and bull nose run in place on rods and white mortar screeds and with a regular mold, and all substitutes of any kind, when applied in plastic form with a trowel, or substitute for same.

G. **Marble, Mosaic and Terrazzo Work**

1. The installation of marble, mosaic, Venetian enamel and terrazzo; the cutting and assembling of mosaics; the casting of all terrazzo in shops or jobs; all rolling of terrazzo work.

2. All scratch coat on walls and ceilings where mosaic and terrazzo is to be applied with an allowance of not less than a one-half inch bed.

3. All bedding above concrete floors or walls, the preparation, cutting, laying or setting of metal, composition or wooden strips and grounds and the laying and cutting of metals, strips, lath, or other reinforcement, where used in mosaic and terrazzo work.

4. All cement terrazzo, magnesite terrazzo, Dex-O-Tex terrazzo, epoxy matrix terrazzo, exposed aggregate, rustic or rough washed for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixtures of plastics composed of chips or granules of marble, granite, bluestone, enamel, mother of pearl, quartz, ceramic colored quartz and all other kinds of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride or any other resinous or chemical substances used for seamless flooring systems, and all other binding materials when used on walls, floors, ceilings, stairs, saddles or any other part of the interior or exterior of the building and also other work not considered a part of the building such as fountains, swimming pools, etc.; also all other substitutes that may take the place of terrazzo work.

5. Cutting, assembling, and setting of art ceramic and glass mosaic.

6. The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base and troweled or rolled into the finish and then the surface ground by grinding machines.

H. **Tile Layers' Work**

1. The laying, cutting or setting of all tile where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, facings, hearths, fireplaces, and decorative inserts, together with any marble plinths, thresholds or window stools used in connection with any tile work; also, preparing and setting all concrete, cement, brickwork, or other foundation or materials that may be required to properly set and complete such work; setting or bedding all tiling, stone marble, composition, glass, mosaic, or other materials forming the facing, hearth or fireplace of a mantel, or the mantel complete, together with the setting of all cement, brickwork or other materials required in connection with the above work; also the slabbing and fabrication of tile mantels, counters and tile panels of every description, and the erection and installation of same; the building, shaping, forming, construction or repairing of all fireplace work, whether in connection with a mantel hearth facing or not, and the setting and preparing of all material, such as cement, plaster, mortar, brickwork, iron work or other materials necessary for the proper and safe construction and completion of such work.

2. It will be understood the word "tile" refers to all burned clay products, as used in the tile industry, either glazed or unglazed, and to all composition materials made in single units up to 15" x 20" x 2", except quarry tiles larger than 9" x 9" x 1-1/4", also to mixtures in tile form of cement, plastics and metals that are

made for an intended use as a finished floor surface, whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, and all places where tile may be used to form a finished surface for practical use, sanitary finish or decorative purposes, for setting all accessories in connection therewith, or for decorative inserts in other materials.

3. All terra cotta called unit tile in sizes of 67" x 12" or under regardless of method of installation, quarry tile 9" x 9" x 1-1/4" or less; split brick or quarry tile or similar material where the bed is floated or screeded and the joints grouted. The bedding, jointing, and pointing of the above materials shall be the work of the craft installing the same. All clay products known as terra cotta tile, unit tile, ceramic veneer and machine-made terra cotta, and like materials in sizes 6" x 12" and less regardless of the method of installation.

The classifications of work for Local 630 and Local 1, even if not listed in this Exhibit "A," shall be in compliance with any "green book" decisions and decisions of record and/or jurisdictional agreements between international unions.

C. Benefit Contributions for Apprentices Indentured Before 9/1/03. Except for the regular contribution to the Hawaii Masons' Health & Welfare Trust Fund and the Research and Development Fund, no other Trust Fund or other contributions shall be effective to or shall be made for or on behalf of an Apprentice who has not attained 1,000 work hours. Effective December 21, 1992, regular per hour contributions to the Health & Welfare Fund, the Annuity Fund, the Vacation/Holiday Fund, the Pension Fund, the Apprenticeship & Training Fund, and shall be effective and shall be made on behalf of all apprentices after completion of 1,000 work hours. (Note: Contributions to the Hawaii Construction Industry Improvement Program, and the Labor Association Contract Negotiation/Administration Fee are also applicable).

Benefit Contributions for Apprentices Indentured From 9/1/03. Apprentices indentured from September 1, 2003 shall receive regular per hour contributions for Health and Welfare Fund from first work hour and all other Trust Fund benefits shall apply and be made on behalf of these apprentices using rates as shown on wage schedule until journeyperson status is attained. (Note: Contributions to the Hawaii Construction Industry Improvement Program, and the Labor Association Contract Negotiation/Administration Fee are also applicable).

D. Height Pay. When an employee is required to work from a bosun's chair and/or from a cable-suspended scaffold or work platform which is free swinging (not attached to the building), said employee shall be paid $.50 per hour over his regular straight time rate for each hour worked on said rig.

E. Masons & Plasterers Fraternal Association. Upon receipt of the proper employee-signed authorization form, the Employer agrees to deduct an amount equal to $.35 per hour from the net wages of said employee and transmit same to the Hawaii Masons & Plasterers Fraternal Association.

"DAVIS-BACON" PROJECTS

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

   (a) For the first 36 months of a project as defined by the bid award.

   The "regular" wage rates as set forth in this Agreement and in effect as of the date the project is bid. Contract contributions to the various Trust and Other Funds as provided for in this Agreement, however, shall be made in the amounts set forth in the Agreement and shall include any increased rates of contributions as may become effective after the project was bid.

   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 "J" or by other written means which provides the same information as that set forth in said Exhibit.

3. Effective Date

This subsection E. ("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 DUES,
ASSESSMENTS, AND INITIATION FEES

TO: _____
Employer

I hereby assign to OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION, LOCAL #630, AFL-CIO, and MASONS AND PLASTERERS FRATERNAL ASSOCIATION from any wages earned or to be earned by me as your employee and as a member of the bargaining unit (in my present or in any future employment by you) such sums as the said Local Union and Fraternal Association may certify as due and owing from me as membership dues fees and/or assessments, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time by said Local Union in accordance with the Constitution of its International Union. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union and Fraternal Association each month at such times and in such manner as may be agreed upon between you and the Union and Fraternal Association at any time while this authorization is in effect.

This assignment shall be irrevocable until one (1) year from the date below, or until the termination date 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 (1) year or for the period of each succeeding applicable collective bargaining agreement, whichever shall be shorter, unless at least ten (10) days and not more than twenty (20) 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 this assignment, or unless the same shall be automatically cancelled as provide below. This assignment is automatically cancelled when my employment ends or when I cease to be employed in a capacity represented by the bargaining unit.

This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and otherwise.

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 at the date of this assignment, unless the agreement is extended or a new agreement has been negotiated containing an authorization for Union deductions as provided in the agreement existing at the date of this assignment.

Date _____ _____
Employee's Signature

Receipt of foregoing statement is acknowledged by:

_____
Employer

Date _____ By_____

EXHIBIT "B-1"

ASSIGNMENT OF WAGES TO COVER UNION DUES,
ASSESSMENTS, AND INITIATION FEES

TO: _____
Employer

I hereby assign to INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS, LOCAL #1 OF HAWAII, AFL-CIO, and MASONS AND PLASTERERS FRATERNAL ASSOCIATION from any wages earned or to be earned by me as your employee and as a member of the bargaining unit (in my present or in any future employment by you) such sums as the said Local Union and Fraternal Association may certify as due and owing from me as membership dues fees and/or assessments, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time by said Local Union in accordance with the Constitution of its International Union. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union and Fraternal Association each month at such times and in such manner as may be agreed upon between you and the Union and Fraternal Association at any time while this authorization is in effect.

This assignment shall be irrevocable until one (1) year from the date below, or until the termination date 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 (1) year or for the period of each succeeding applicable collective bargaining agreement, whichever shall be shorter, unless at least ten (10) days and not more than twenty (20) 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 this assignment, or unless the same shall be automatically cancelled as provide below. This assignment is automatically cancelled when my employment ends or when I cease to be employed in a capacity represented by the bargaining unit.

This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and otherwise.

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 at the date of this assignment, unless the agreement is extended or a new agreement has been negotiated containing an authorization for Union deductions as provided in the agreement existing at the date of this assignment.

Date _____ _____
Employee's Signature

Receipt of foregoing statement is acknowledged by:

_____
Employer

Date _____ By_____

EXHIBIT "B-2"

NOTIFICATION OF LOANED EMPLOYEE AND ASSIGNMENT OF WAGES TO COVER UNION DUES, ASSESSMENTS, AND INITIATION FEES

TO: Operative Plasterers and Cement Masons
International Association, Local #630
2251 North School Street
Honolulu, Hawaii 96819

This is to notify you that _____ is on loan to me from _____ as a _____ at a wage rate of $_____ per hour for the period from _____ to _____.

_____
Date

_____
Signature of Contractor's Representative

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UTILIZING LOANED OR BORROWED PERSONNEL TO CONTRIBUTE TO THE VARIOUS MASONS' AND/OR PLASTERERS' TRUST FUNDS IN ACCORDANCE WITH THE TERMS OF THE COLLECTIVE BARGAINING AGREEMENT. IT SHALL ALSO BE THE RESPONSIBILITY OF SAID CONTRACTOR TO DEDUCT UNION DUES, ASSESSMENTS, AND INITIATION FEES FROM THE WAGES OF LOANED OR BORROWED PERSONNEL WHO SIGN THE ASSIGNMENT OF WAGE FORM (BELOW) AND TO TRANSMIT ALL MONIES WITHHELD IN ACCORDANCE WITH THE TERMS OF THE COLLECTIVE BARGAINING AGREEMENT.

ASSIGNMENT OF WAGES TO COVER UNION DUES, ASSESSMENTS, AND INITIATION FEES

TO: _____
Employer

I assign to OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION, LOCAL #630, AFL-CIO, and MASONS AND PLASTERERS FRATERNAL ASSOCIATION from any wages earned or to be earned by me as your employee and as a mem ber of the bargaining unit (in my present or in any future employment by you) such sums as the said Local Union and Fraternal Association may certify as due and owing from me as membership dues fees and/or assessments, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time by said Local Union in accordance with the Constitution of its International Union. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union and Fraternal Association each month at such times and in such manner as may be agreed upon between you and the Union and Fraternal Association at any time while this authorization is in effect.

This assignment shall be irrevocable until one (1) year from the date below, or until the termination date 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 (1) year or for the period of each succeeding applicable collective bargaining agreement, whichever shall be shorter, unless at least ten (10) days and not more than twenty (20) days before the expiration of each period of one (1) year, or of each applicable collective bargaining agreement, or unless the same shall be automatically cancelled as provided below. This assignment is automatically cancelled when my employment ends or when I cease to be employed in a capacity represented by the bargaining unit.

This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and otherwise.

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 at the date of this assignment, unless the agreement is extended or a new agreement has been negotiated containing an authorization for Union deductions as provided in the agreement existing at the date of this assignment.

Date_____

_____
Employee's Signature

Receipt of foregoing statement is acknowledged by:

_____
Employer

Date_____

By_____

NOTE: The signature of the employee on this Assignment of Wage Form constitutes said employee's acknowledgment of his being on loan as specified above.

ABOVE INFORMATION CONFIRMED:

_____
Signature of Authorized Union Representative

Date_____

EXHIBIT "B-3"

NOTIFICATION OF LOANED EMPLOYEE AND ASSIGNMENT OF WAGES TO COVER UNION DUES, ASSESSMENTS, AND INITIATION FEES

TO: International Union of Bricklayers' and
Allied Craftworkers, Local #1 of Hawaii
2251 North School Street
Honolulu, Hawaii 96819

This is to notify you that _____ is on loan to me from _____ as a _____ at a wage rate of $_____ per hour for the period from _____ to _____.

_____
Date

_____
Signature of Contractor's Representative

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UTILIZING LOANED OR BORROWED PERSONNEL TO CONTRIBUTE TO THE VARIOUS MASONS' AND/OR PLASTERERS' TRUST FUNDS IN ACCORDANCE WITH THE TERMS OF THE COLLECTIVE BARGAINING AGREEMENT. IT SHALL ALSO BE THE RESPONSIBILITY OF SAID CONTRACTOR TO DEDUCT UNION DUES, ASSESSMENTS, AND INITIATION FEES FROM THE WAGES OF LOANED OR BORROWED PERSONNEL WHO SIGN THE ASSIGNMENT OF WAGE FORM (BELOW) AND TO TRANSMIT ALL MONIES WITHHELD IN ACCORDANCE WITH THE TERMS OF THE COLLECTIVE BARGAINING AGREEMENT.

ASSIGNMENT OF WAGES TO COVER UNION DUES, ASSESSMENTS, AND INITIATION FEES

TO: _____
Employer

I assign to INTERNATIONAL UNION OF BRICKLAYERS' AND ALLIED CRAFTWORKERS, LOCAL #1 OF HAWAII, AFL-CIO, AND MASONS AND PLASTERERS FRATERNAL ASSOCIATION from any wages earned or to be earned by me as your employee and as a member of the bargaining unit (in my present or in any future employment by you) such sums as the said Local Union and Fraternal Association may certify as due and owing from me as membership dues fees and/or assessments, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time by said Local Union in accordance with the Constitution of its International Union. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union and Fraternal Association each month at such times and in such manner as may be agreed upon between you and the Union and Fraternal Association at any time while this authorization is in effect.

This assignment shall be irrevocable until one (1) year from the date below, or until the termination date 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 (1) year or for the period of each succeeding applicable collective bargaining agreement, whichever shall be shorter, unless at least ten (10) days and not more than twenty (20) days before the expiration of each period of one (1) year, or of each applicable collective bargaining agreement, or unless the same shall be automatically cancelled as provided below. This assignment is automatically cancelled when my employment ends or when I cease to be employed in a capacity represented by the bargaining unit.

This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and otherwise.

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 at the date of this assignment, unless the agreement is extended or a new agreement has been negotiated containing an authorization for Union deductions as provided in the agreement existing at the date of this assignment.

Date_____

_____
Employee's Signature

Receipt of foregoing statement is acknowledged by:

_____
Employer

Date_____

By_____

NOTE: The signature of the employee on this Assignment of Wage Form constitutes said employee's acknowledgment of his being on loan as specified above.

ABOVE INFORMATION CONFIRMED:

_____
Signature of Authorized Union Representative

Date_____

EXHIBIT "C"
NOTICE OF QUITS, LAYOFFS, AND/OR TERMINATIONS

_____
Date

TO: International Union of Bricklayers and Allied
Craftworkers, Local 1 of Hawaii (AFL-CIO)
and/or Operative Plasters & Cement Masons
International Association of the United States
and Canada, Local 630 (AFL-CIO)
2251 North School Street
Honolulu, HI 96819

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 quit, been laid off, or been terminated during the previous work week. In accordance with that provision, this is to officially notify you of the following:

1. _____ _____
Name of Employee Social Security Number

[ ] Laid Off Due to Lack of Work
[ ] Voluntary Quit
[ ] Discharged for Cause

Effective Date of Above: _____

We [ ] would [ ] would NOT rehire this employee.

2. _____ _____
Name of Employee Social Security Number

[ ] Laid Off Due to Lack of Work
[ ] Voluntary Quit
[ ] Discharged for Cause

Effective Date of Above: _____

We [ ] would [ ] would NOT rehire this employee.

_____
Contractor

_____
Signature of Contractor's Representative

_____
PRINT: Name of above Representative

_____
Telephone Number

EXHIBIT "D"

CONFIRMATION OF HIRING SLIP

TO: _____
(Union)

_____
(Address)

This is to confirm that _____
(Name of Employee)

was hired by me on _____ as a _____ at a wage rate of
(Date Hired) (Classification)

$_____ per hour. He is to report for work at _____ on
(Job Location or Project)

_____ at _____ A. M.
(Date) (Starting Time)

_____
Contractor

_____
Signature of Contractor's Representative

_____
Date

ABOVE INFORMATION CONFIRMED BY:

_____
Signature of Authorized Representative

_____
Date

EXHIBIT "E"
PHYSICAL QUALIFICATION QUESTIONNAIRE

NAME: _____ S.S.No.:_____

ADDRESS: _____

_____

TELEPHONE NO. _____

Date of and medical facility where you took your most recent complete annual physical:

_____

Name of physician who administered that examination:

_____

I certify that I have not had any illness or injury since my last complete annual physical examination which would affect my ability to perform the work of my trade and job classification.

_____
(Signature)

_____
(Date)

PHYSICIAN'S EVALUATION

Applicant is:

[ ] A. Medically suitable for position
[ ] B. Temporarily deferred:
  [ ] Pending correction treatment of medical problem.
  [ ] Additional medical information required.
  [ ] Further medical evaluation required.
  Re-evaluation for hire on completion of above.
[ ] C. Medically suitable for position with following limitations or accommodations:

_____

_____

_____

[ ] D. Medically unsuitable for position:

Date:_____ Physician's Signature:_____

EXHIBIT "F"

CLASSIFICATION, EXAMINATION, AND RE-TRAINING

A. Employees shall be classified as either Journeyperson or Apprentices.

1. The classification of Journeymen shall include:

(a) all employees who have been registered with and dispatched by the employment office of the Union and employed by a Contractor party to this Agreement as a Journeyperson.

(b) all employees who qualify as Journeyperson through participation in the Joint Apprenticeship Training Program, or who pass the basic qualification examination for Journeyperson as hereinafter provided, and

(c) all persons employed or seeking employment upon the work covered by this Agreement who have qualified as Journeyperson by reason of employment elsewhere in the trades covered hereby.

2. The classification of Apprentice shall include all persons enrolled and participating as such in the Joint Apprenticeship Training Program.

B. All employees and applicants for employment who as of the date of execution of this Agreement have previously been registered and dispatched by the Union and employed by a Contractor party to this Agreement shall be assigned to the classifications in which they were last so dispatched and employed. New applicants for employment who have not previously been so registered, dispatched, and employed shall be required to make out applications for employment showing their qualifications and experience before being permitted to register. They shall be assigned classifications based strictly upon the basis of the information disclosed in their applications, and they shall be permitted to register only in such classifications.

C. All classifications shall be determined in the first instance by the Union Dispatcher as provided in Paragraph A. hereof. Any employee or applicant for employment who is dissatisfied with the classification so assigned to him/her may apply to the Joint Apprenticeship and Training Committee in writing for examination and review of his/her classification at its next regular meeting. Said employee or applicant shall remain in the previously-determined classification until such time he has been reclassified by the Committee.

D. Upon written request of the Union, any Contractor party to this Agreement or of the Association, an employee or applicant for employment must submit to an examination to be scheduled by the Joint Apprenticeship and Training Committee. The Joint Apprenticeship and Training Committee shall be empowered upon the basis of such examination to reclassify the employee or applicant for employment or to certify him/her as being unqualified for employment upon phase or phases of the work of his/her particular craft. The Joint Apprenticeship and Training Committee shall also be empowered to require any employee whose name has been referred to it under this Exhibit to enroll in the training program for training in any or all phases of the trade in which he/she is found and certified as being unqualified.

E. Whenever any employee whose name has been referred to the Joint Apprenticeship and Training Committee under this Exhibit, fails to report for examination, or fails to obey any order of the Committee to submit to training in any phase or phases of the work of his/her particular craft in which it has found and certified him/her to be unqualified for employment, the Joint Apprenticeship and Training Committee may notify the employment office of the Union and upon receipt of such notice the employment office shall bar the employee from registering for employment until such time it has been notified that he/she has complied. Similarly, whenever the Joint Apprenticeship and Training Committee has found that any employee or applicant for employment is unqualified in any phase or phases of the trades covered hereunder, it may certify him/her to the employment office of the Union as being so unqualified and the employee or applicant for employment shall not be entitled to be dispatched for employment to any Contractor in such phase or phases of work.

F. All proceedings of the Joint Apprenticeship and Training Committee shall be conducted fairly and impartially and without regard to race, color, religion, sex, national origin, age, physical handicap, or for being a disabled veteran or a veteran of the Vietnam Era, or to membership or non-membership in the Union or any other labor organization.

G. The Joint Apprenticeship and Training Committee shall formulate and adopt uniform Standards for selection, examination, and classification of all employees and applicants for employment referred to it. Said Standards shall comply with all requirements of Hawaii and Federal laws.

H. Any employee or applicant for employment who is aggrieved by the application of any of the provisions of this Exhibit may submit his/her grievance to the Union Executive Board. Such grievance must be submitted in writing within ten (10) working days of the proceeding giving rise thereto. Failure to so present the grievance shall be deemed a waiver of remedy.

EXHIBIT "G"

SUPPLEMENTARY APPRENTICE 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 CPR Part 30, 43 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, 43FR 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 employers for employment as supplementary apprentices pending their enrollment by the Joint Apprenticeship Committee in the regular apprenticeship program. 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 to the regular 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 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 Exhibit "G" 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 bona-fide registered apprentices.

EXHIBIT "H"

NOTIFICATION TO MASONS' UNION REGARDING:
* SATURDAY AS A STRAIGHT TIME "MAKE UP" DAY, AND/OR
* WORKWEEK OF OTHER THAN FIVE 8-HOUR DAYS, AND/OR
* NIGHT WORK

_____
Date of Submittal

TO: [ ] International Union of Bricklayers and Allied Craftworkers, Local 1 of Hawaii (AFL-CIO)
and/or
[ ] Operative Plasterers and Cement Masons International Association of the United States and Canada, Local 630 (AFL-CIO)
2251 North School Street
Honolulu, Hawaii 96819

This is to advise you:

A. SATURDAY "MAKE-UP" DAY (Applicable ONLY On **PRIVATE** Projects)
[ ] that Saturday, _____, was scheduled as a straight time make-up day on the following project(s):
(Date)

_____
Name And Location Of Project

_____
Name And Location Of Project

_____
Name And Location Of Project

B. WORKWEEK OF OTHER THAN FIVE 8-HOUR DAYS (Applicable Only On **PRIVATE** Projects)
1. [ ] that a workweek of four consecutive ten-hour days ([ ] Monday through Thursday; [ ] Tuesday through Friday) has been scheduled on the following project:

_____
Name And Location Of Project

2. [ ] that a workweek of four nine-hour days, Monday through Thursday, plus four hours on Friday has been scheduled on the following project:

_____
Name And Location Of Project

C. NIGHT WORK (Applicable to Government, As Well As Private Projects)
[ ] that Night Work, with a scheduled starting time of _____ and a scheduled quitting time of _____ has been scheduled for the following period _____ on the following project: _____
Name And Location Of Project

_____
Contractor

_____
Signature of Contractor's Representative

_____
PRINT: Name of above Representative

_____
Telephone Number

EXHIBIT "I"

NOTIFICATION TO UNION AND TO EMPLOYEES REGARDING "SWITCHING"
AND/OR SUBSTITUTION OF HOLIDAYS

This notification **MUST** be given to the Union and to the employees affected at least five working days **BEFORE** the effective date of any "switch" and/or substitution of holidays.

_____
Date of Submittal

TO: [ ] International Union of Bricklayers and Allied Craftworkers, Local 1 of Hawaii (AFL-CIO)
and/or
[ ] Operative Plasterers & Cement Masons International Association of the United States and Canada, Local 630 (AFL-CIO)
2251 North School Street
Honolulu, HI 96819

This is to advise you:

A. "SWITCHING" OF KAMEHAMEHA DAY, FOURTH OF JULY, OR THANKSGIVING DAY (Applicable Only On **PRIVATE** AND **FEDERAL** Projects)

[ ] That the project(s) listed below will work on _____ at regular straight
(Name of Holiday)
time rates of pay. Said holiday will instead be observed on: [ ] Monday [ ] Friday,

_____, with any work performed on that substitute day to be paid for at one
Date
and one-half times the employee's regular straight time rates of pay.

_____
Name And Location Of Project

_____
Name And Location Of Project

B. SUBSTITUTION OF THE DAY AFTER THANKSGIVING AS A HOLIDAY IN PLACE OF VETERANS' DAY (Applicable Only To **PRIVATE** And **FEDERAL** PROJECTS)

[ ] That the project(s) listed below will work on _____(Veterans' Day) at regular
Day and Date
straight time rates of pay. The Veterans' Day holiday will instead be observed on Friday, November _____ (Day After Thanksgiving), with any work performed on said Day After Thanksgiving to be paid for at one and one-half times the employees' regular straight time rates of pay.

_____
Name And Location Of Project

_____
Name And Location Of Project

_____
Contractor

_____
Signature of Contractor's Representative

_____
PRINT: Name of above Representative

_____
Telephone Number

EXHIBIT "J"

NOTIFICATION TO UNION AND TO EMPLOYEES REGARDING
"DAVIS-BACON" PROJECT

TO: [ ] International Union of Bricklayers and Allied Craftworkers, Local 1 of Hawaii (AFL-CIO)
and/or
[ ] Operative Plasterers & Cement Masons International Association of the United States and Canada, Local 630 (AFL-CIO)
2251 North School Street
Honolulu, HI 96819

This is to advise you that we have been awarded 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. Scheduled/Anticipated Starting Date of Construction: _____

G. Scheduled/Anticipated Completion Date: _____

H. The following rates of pay which were incorporated in the government bid documents at the time the project was bid shall apply for the duration of said project:

Journeyperson Masons	$_____ per hour
Journeyperson Cement Finisher	$_____ per hour
Trowel Machine Operator	15¢ per hour above applicable Journeyperson rate
Working Foreman	50¢ per hour above applicable Journeyperson rate
Foreman*	75¢ per hour above applicable Journeyperson rate
Apprentice	At the applicable percentage rate based on above specified Journeyperson rate

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

I. Contractor contributions to the various Trust and other Funds shall be in the regular amounts as specified in the collective bargaining Agreement and shall include any increased rates of contribution as may become effective after the project was bid.

J. 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 said project.

Distribution:
Copy #1 -- To Union
Copy #2 -- To be retained by Contractor
Copy #3 -- To:
General Contractors Labor Association
c/o Hawaii Employers Council
P. O. Box 29699
Honolulu, Hawaii 96820
OR
The Building Industry Labor Association
P. O. Box 17659
Honolulu, Hawaii 96817

_____
Contractor

_____
Signature of Authorized Representative of Contractor

_____
PRINT: Name of Above Representative

_____
Date

EXHIBIT "K"

CERTIFICATION OF RECEIPT AND ACCEPTANCE MASTER AGREEMENT
COVERING THE CEMENT FINISHING AND MASONRY TRADES IN THE STATE OF HAWAII

THE UNDERSIGNED CONTRACTOR hereby acknowledges receipt of the following receipt of the MASTER AGREEMENT COVERING THE CEMENT FINISHING AND MASONRY TRADES IN THE STATE OF HAWAII as effective to and including August 31, 2008 and hereby certifies acceptance of all terms and conditions as set forth therein, 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 Agreements 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.

INTERNATIONAL UNION OF BRICKLAYERS &
ALLIED CRAFTWORKERS, LOCAL NO. 1 OF HAWAII,
AFL-CIO

_____
Business Manager

OPERATIVE PLASTERERS & CEMENT MASONS
INTERNATIONAL ASSOCIATION OF THE
UNITED STATES AND CANADA, LOCAL NO. 630
AFL-CIO

_____
Business Manager

Contractor to sign 6 copies and mail (or deliver) all 6 copies to:

Bricklayers and Cement Masons Unions
2251 North School Street
Honolulu, Hawaii 96819

The Union, in turn, will countersign all 6 copies and distribute them as follows:

Copy #1 To American Benefit Plan Administrators, Inc.
615 Piikoi Street - Room 601
Honolulu, HI 96814

Copy #2 To General Contractors Labor Association
c/o Hawaii Employers Council
P. O. Box 29699
Honolulu, HI 96820

Copy #3 To Contractor

Copy #4 To be retained by Bricklayers Union

Copy #5 To be retained by Cement Masons Union

Copy #6 To Hawaii Construction Industry Improvement Fund
c/o Hawaii Benefit Plan Administrators, Inc.
1199 Dillingham Boulevard, Suite 200
Honolulu, HI 96817

_____
Contractor

_____
Authorized Signature

_____
Street Address of Above Contractor:

_____

_____
Zip Code

Mailing Address of Above Contractor:

_____

_____
Zip Code

Telephone Number_____

_____
State of Hawaii Contractor's License No.

OR To Building Industry Labor Association
P. O. Box 17844
Honolulu, HI 96817

ADDENDUM I

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

W I T N E S S E T H

WHEREAS, the Union and the Company recognize that drug and alcohol 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 or alcohol while at the workplace or is abusing controlled substances while at the workplace is a 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 or alcohol at the workplace;

WHEREAS, such employees who are under the influence of drugs or alcohol have lower productivity than employees who are drug and alcohol 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 wish to comply with the Federal Law known as the "Drug-Free Workplace Act of 1988," Public Law 100-690 in order to obtain a drug-free workplace.

A. Prohibition Against **Alcohol** and 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 or alcohol 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 Medications 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 orders, 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 his 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 a alcohol-free workplace, 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 or prior to being approved to work at any 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 Transporation 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/Substance Abuse 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 or alcohol 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 expressly 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 (2) 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 pay and benefits and with a rescission of any discipline imposed by reason of a positive drug or alcohol 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 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 Addendum 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 or alcohol 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 a 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 a 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 an 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 as 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 ($25,000.00) 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 Workforce 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 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 Addendum 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 a 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 ingestion 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 labelled with a number, and if the donor chooses, the donor's signature, and shall be closed with a tamper-proof seal initialled by the donor and collecting agent. The labelling 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 handlers 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 or alcohol 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 "drugs" or "drug" mean a controlled substance as defined in the foregoing Addendum 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.

APPENDIX B
(Continued)

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 Environomental 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 results 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	Contact Person
Straub Clinic and Hospital 888 S. King Street Honolulu, Hawaii 96813	Linda Spadarro Corporate Account Executive Ph. 522-4049
Straub Occupational Health Services 848 S. Beretania Street Honolulu, Hawaii 96814	Barbara Lewis Dr. Brian Mihara (MRO) Ph. 522-4552
Straub Clinic - Westridge 150 Kaonohi Street Aiea, Hawaii 96701	Doris Noguchi Dr. Debra Agles Sandy (to schedule) Ph. 488-8431
Kaneohe Family Health Center Windward Mall (2nd Level) 46-046 Kamehameha Highway Kaneohe, Hawaii 96744	Ann Topolinshi Annette DaSilva Ph. 235-0099
Clinical Labs of Hawaii 33 Lanihuli Street Hilo, Hawaii 96720	Adrian Mangiboyat Ph. 961-4708 Fax 935-2518 **HILO**
Kona Hospital Laboratory P. O. Box 69 Kealakekua, Hawaii 96750 (Basement Level)	Arlene Rosehill (after hours) Nina Garcia Ph. 322-9366 **KONA**
Maui Memorial Hospital 221 Mahalani Street Wailuku, Hawaii 96793	Wade Hiraga (after hours) Ph. 242-2064 **MAUI**
Clinical Labs of Hawaii 1831 Wilipa Loop Wailuku, Hawaii 96793	Alison Horie Ph. 244-5567 **MAUI**
Wilcox Memorial Hospital Laboratory 3420 Kuhio Highway Lihue, Hawaii 96766	Rolinda Deyro Ph. 245-1088 Carlene Oshiro Ph. 245-1087 **KAUAI**

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.