

K#8216

MASTER AGREEMENT COVERING OPERATING ENGINEERS
IN THE STATE OF HAWAII

THIS AGREEMENT is made and entered into by and between:

OPERATING ENGINEERS LOCAL UNION NO. 3
of the International Union of Operating Engineers, AFL-CIO

(hereinafter referred to as the "Union")

AND THE

GENERAL CONTRACTORS LABOR ASSOCIATION

AND THE

LABOR ASSOCIATION OF THE BUILDING
INDUSTRY ASSOCIATION OF HAWAII

(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 authorize said Association to represent them with respect to Employees covered by this Agreement

(each such person, firm, corporation, or other entity
being hereinafter referred to as either
"Contractor" or as "Individual Contractor")

AND

ANY OTHER PERSON, FIRM, CORPORATION OR OTHER ENTITY
THAT, PURSUANT TO THE PROVISIONS OF SECTION 03.03.00, (Recognition)
HEREOF, BECOME SIGNATORY HERETO

(each such signatory also being hereinafter referred to
as "Contractor" or as "Individual Contractor")

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AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September, 2012, by and between General Contractors Labor Association, Labor Association of the Building Industry Association of Hawaii ("Employer") and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO ("Union").

01.00.00 WAGES AND CLASSIFICATIONS

01.01.00 Employees Covered. On all work covered by this Agreement when performed, and in all instances in which equipment used in the performance of work covered by this Agreement is operated, regardless of when the work was bid or let, such work shall be performed and such equipment shall be operated by Employees obtained in accordance with the provisions of the Job Placement Regulations of this Agreement, in the classification and at the hourly wage scales as follows:

01.02.00 Classifications and Rates

A. STRAIGHT-TIME HOURLY WAGE RATE AND EFFECTIVE DATES

Group 1

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$35.44	\$35.94	

- 2980 1. Fork Lift (up to and including 10 tons)
- 5383 2. Partsman (heavy-duty repair shop parts room when needed)
- 6161 3. Repairman Helper

Group 2

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$35.55	\$36.05	

- 4601 1. Conveyor Operator (handling building materials)
- 3701 2. Hydraulic Monitor
- 4843 3. Mixer Box Operator (concrete plant)

Group 3

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$35.72	\$36.22	

- 0913 1. Brakeman**
- 2146 2. Deckhand**
- 2863 3. Fireman**
- 5171 4. Oiler**
- 5154 5. Gradechecker**
- 7121 6. Signalman**
- 7671 7. Switchman**
- 3611 8. Highline Cableway Signalman**
- 0523 9. Bargeman
- 0853 10. Bunkerman
- 6851 11. Concrete Curing Machine (self-propelled, automatically-applied unit on streets, highways, airports and canals)
- 3717 12. Hy-Ram** (refer to Group 2 wage rate)
- 4003 13. Leveeman

Group 3 (continued)

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$35.72	\$36.22	

- 6351 14. Roller (5 tons and under)
- 8541 15. Tugger Hoist

**All of these classifications are "Assistant To Engineer"

On any given project, when an Assistant to Engineer machine is not working, the Contractor may have the Assistant to Engineer operate any piece of equipment (refer: Section 04.02.00) for the remainder of the shift. Assistant to Engineer required on Excavators greater than ½ cubic yard when checking grade is required.

Group 4

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$35.99	\$36.49	

- 0761 1. Boom Truck or Dual Purpose "A" Frame Truck (5 tons or less)
- 1821 2. Concrete Placing Boom (building construction)
- 2321 3. Dinky Operator (Assistant to Engineer required)
- 2581 4. Elevator Operator
- 4541 5. Hoist and/or Winch (one drum)
- 7571 6. Straddle Truck (Ross Carrier, Hyster, and similar)
- 6311 7. Rodman or Chainman note: (upgraded from Group 3)

Group 5

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$36.30	\$36.80	

- 2893 1. Asphalt Plant Fireman
- 3131 2. Compressors, Pumps, Generators, and Welding Machines ("Bank" of 9 or more, individually or collectively)
- 1781 3. Concrete Trailer Pump or Pumpcrete Guns
- 4417 4. Lubrication and Service Engineer (grease rack)
- 6791 5. Screedman

Group 6

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$36.95	\$37.45	

- 1371 1. Combination Loader/Backhoe (up to and including 3/4 cu. yd.)
- 1601 2. Concrete Batch Plant (wet or dry)
- 1841 3. Concrete Cutter, Groover, and/or Grinder (self-propelled unit on streets, highways, airports, and canals)
- 1842 4. Concrete Truck Pump Boom or equipment mounted
- 1611 5. Conveyor or Concrete Pump (truck or equipment mounted)
- 2441 6. Drilling Machinery (not to apply to Waterliners Wagon Drills, or Jack Hammers) (Assistant to Engineer required)
- 2941 7. Fork Lift (over 10 tons)
- 0530 8. Hydraulic Backhoe under ½ cubic yard
- 3651 9. Hydraulic Backhoe Tractor Mounted under ½ cubic yard
- 4131 10. Loader (up to and inc. 3-1/2 cu. yds.)

Group 6 (continued)

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$36.95	\$37.45	

- 4401 11. Lull High Lift (under 40 feet)
- 4391 12. Lubrication and Service Engineer (mobile)
- 4451 13. Magginnis Internal Full Slab Vibrator (on airports, highways, canals, and warehouses)
- 4471 14. Man or Material Hoist
- 4671 15. Mechanical Concrete Finisher (large Clary Johnson, Bidwell, Bridge Deck, and similar)
- 2001 16. Mobile Truck Crane Driver
- 5731 17. Portable Shot blast Concrete Cleaning Machine
- 5751 18. Portable Boring Machine (under streets, highways, etc.)
- 5741 19. Portable Crusher
- 5861 20. Power Jumbo Operator (setting slip forms etc., in tunnels)
- 6361 21. Roller (over 5 tons)
- 6911 22. Self-Propelled Compactor (single engine)
- 5501 23. Self-Propelled Pavement Breaker
- 4073 24. Skidsteer Loader with attachments
- 7241 25. Slip Forms Pump (power-driven by hydraulic, electric, air, gas, etc., lifting device for concrete forms)
- 7301 26. Small Rubber-Tired Tractor
- 7504 27. Spider Excavator
- 8381 28. Trencher (up to and including 6 feet) (Assistant to Engineer required)
- 8611 29. Underbridge Personnel Aerial Platform (50 feet of platform or less)
- 5851 30. Power Sweeper

Group 7

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$37.27	\$37.77	

- 0771 1. Boom Truck or Dual Purpose "A" Frame Truck (up to and including 17 tons)
- 2071 2. Crusher Plant Engineer
- 2121 3. Dozer (D-4, Case 450, John Deere 450, and similar)
- 2471 4. Dual Drum Mixer
- 2781 5. Extend Lift
- 3671 6. Hoist and/or Winch (2 drums)
- 3971 7. Levee Foreman
- 4161 8. Loader (over 3-1/2 cu. yds. up to and including 6 cu. yds.)
- 4691 9. Mechanical Finisher or Spreader Machine (Asphalt) (Barber Greene and similar) (Screedman required)
- 4751 10. Mine or Shaft Hoist
- 4901 11. Mobile Concrete Mixer (over 5 tons)
- 5621 12. Pipe Bending Machine (pipelines only)
- 5651 13. Pipe Cleaning Machine (tractor propelled and supported)
- 5681 14. Pipe Wrapping Machine (tractor propelled and supported)
- 6381 15. Roller Operator (Asphalt)
- 6971 16. Self-Propelled Elevating Grade Plane
- 7271 17. Slusher Operator
- 5580 18. Speed Swing
- 7431 19. Tractor (with boom) (D-6 or similar)
- 8401 20. Trencher (over 6 feet and less than 200 H.P.) (Assistant to Engineer required)

Group 7 (continued)

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$37.27	\$37.77	

- 8821 21. Water Tanker (pulled by Euclids, T-Pulls, DW-10, 20, 21, or similar)
- 9021 22. Winchman (Stern Winch on dredge)

Group 8

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$37.38	\$37.88	

- 0191 1. Asphalt Plant Operator
- 0551 2. Barge Mate (seagoing)
- 1121 3. Cast-In-Place Pipe Laying Machine
- 1571 4. Concrete Batch Plant (multiple units)
- 1901 5. Conveyor Operator (tunnel)
- 2201 6. Deck Mate
- 2131 7. Dozer (D-6 and similar)
- 2791 8. Finishing Machine Operator (airports and highways)
- 3221 9. Gradesetter
- 2433 10. Horizontal Directional Drill (HDD) Locator
- 3691 11. Hydraulic Backhoe (over 1/2 cu. yd. up to and including 3/4 cu. yd.) (Assistant to Engineer required)
- 3941 12. Kolman Loader (and similar)
- 5101 13. Mucking Machine (crawler-type)
- 5111 14. Mucking Machine (conveyor-type) (Assistant to Engineer required)
- 5141 15. No-Joint Pipe Laying Machine
- 5771 16. Portable Crushing and Screening Plant
- 5791 17. Power Blade Operator (under 12)
- 6701 18. Saurman Type Dragline (up to including 5 yds.) (Assistant to Engineer required)
- 7551 19. Stationary Pipe Wrapping, Cleaning, and Bending Machine
- 7641 20. Surface Heater and Planer Operator
- 7951 21. Tractor (D-6 and similar)
- 8421 22. Tri-Batch Paver
- 8571 23. Tunnel Badger (Assistant to Engineer required)
- 0821 24. Tunnel Mole and/or Boring Machine Operator
- 8621 25. Underbridge Personnel Aerial Platform (over 50 feet of platform)

Group 9

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$37.49	\$37.99	

- 1391 1. Combination Mixer and Compressor (gunite)
- 2351 2. Do-Mor Loader and Adams Elegrader
- 2141 3. Dozer (D-7 or equal)
- 8941 4. Wheel and/or Ladder Trencher (over 6 feet and 200 to 749 H.P.) (Assistant to Engineer required)

Group 9A

2/27/12 9/3/12 9/2/13*
\$37.72 \$38.22

- 2361 1. Dozer (D-8 or similar)
- 3761 2. Instrument Man (upgraded from group 7)
- 6081 3. Push Cat
- 6741 4. Scraper (up to and including 20 cu. yds.)
- 7011 5. Self-Propelled Compactor with Dozer
- 6981 6. Self-Propelled, Rubber-Tired Earthmoving Equipment (up to and including 20 cu. yds.) (621B and similar)
- 7021 7. Sheep's Foot
- 8061 8. Tractor with Boom (larger than D-6, and similar)

Group 10

2/27/12 9/3/12 9/2/13*
\$37.78 \$38.28

- 1241 1. Chicago Boom
- 1340 2. Cold Planers
- 3401 3. Heavy Duty Repairman/ Welder
- 3681 4. Hoist and/or Winch (3 drums)
- 3851 5. Hydraulic Scooper (Koehring and similar)
- 4191 6. Loader (over 6 cu. yds. up to and including 12 cu. yds.)
- 6731 7. Saurman Type Dragline (over 5 cu. yds.) (Assistant to Engineer required)
- 6991 8. Self-Propelled, Rubber-Tired Earthmoving Equipment (over 20 cu. yds. up to and including 31 cu. yds.) (637D and similar)
- 7461 9. Soil Stabilizer (P&H or equal)
- 7581 10. Sub-Grader (Gurries or other automatic type) (Assistant to Engineer required)
- 8051 11. Tractors (D9 or similar) (all attachments)
- 8181 12. Tractor (Tandem Scraper)
- 8871 13. Watch Engineer
- 8892 14. Welder-handles all welding incidental to Operator Engineers work

Group 10A

2/27/12 9/3/12 9/2/13*
\$37.93 \$38.43

- 0671 1. Boat Operator
- 0772 2. Boom Truck or Dual Purpose "A" Frame Truck (over 17 tons)
- 1961 3. Cable-Operated Crawler Crane (up to and including 25 tons) (Assistant to Engineer required)
- 5981 4. Cable-Operated Power Shovel, Clamshell, Dragline, and Backhoe (up to and including 1 cu. yd.) (Assistant to Engineer required)
- 3141 5. Gradall (up to and including 1 cu. yd.) (Assistant to Engineer required)
- 3201 6. Gradesetter (When working from drawings, plans or specifications without the direct supervision of a Foreman or Superintendent.
- 0321 7. Hydraulic Backhoe (over 3/4 cu. yd. up to and including 2 cu. yds.) (Assistant to Engineer required)
- 4911 8. Mobile Truck Crane Operator (up to and including 25 tons) (Mobile Truck Crane Driver required)
- 6861 9. Self-Propelled Boom-Type Lifting Device (center mount) (up to and including 25 tons) (Grove, Drott, P & H, Pettibone, and similar)
- 8402 10. Trencher (over 6 feet and 750 H.P. or more) (Assistant to Engineer required)

Group 10A (continued)

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$37.93	\$38.43	

8875 11. Watch Engineer (steam or electric)

Group 11

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$38.08	\$38.58	

- 0311 1. Automatic Slip Form Paver (concrete or asphalt) (Gradesetter, Screedman, and Assistant to Engineer required)
- 0461 2. Band Wagon (in conjunction with Wheel Excavator)
- 1991 3. Cable-Operated Crawler Crane (over 25 tons but less than 50 tons) (Assistant to Engineer required)
- 0963 4. Cable-Operated Power Shovel, Clamshell, Dragline, and Backhoe (over 1 cu. yd. up to 7 cu. yds.) (Assistant to Engineer required)
- 1301 5. Chief of Party (upgraded from Group 10)
- 2431 6. Directional Drill Operator
- 2401 7. Dozer D10 (or similar) (upgraded from Group 10)
- 3151 8. Gradall (over 1 cu. yd. up to 7 cu. yds.) (Assistant to Engineer required)
- 2501 9. DW-10, 20, etc. (Tandem)
- 6681 10. Earthmoving Machine (multiple propulsion power unit and 2 or more scrapers) (up to and including 35 cu. yds. "struck" m.r.c.)
- 3581 11. Highline Cableway
- 0331 12. Hydraulic Backhoe (over 2 cu. yds. up to and including 4 cu. yds.) (Assistant to Engineer required)
- 4011 13. Leverman
- 4031 14. Lift Slab Machine
- 4221 15. Loader (over 12 cu. yds.)
- 4481 16. Master Boat Operator
- 4921 17. Mobile Truck Crane Operator (over 25 tons but less than 50 tons) (Mobile Truck Crane Driver required)
- 6011 18. Pre-Stress Wire Wrapping Machine
- 6871 19. Self-Propelled Boom Type Lifting Device (center mount) (over 25 tons m.r.c.) (Assistant to Engineer required)
- 6921 20. Self-Propelled Compactor (with multiple-propulsion power units)
- 7151 21. Single Engine Rubber-Tired Earthmoving Machine (with Tandem Scraper)
- 7731 22. Tandem Cat
- 8361 23. Trencher (pulling attached shield) (Assistant to Engineer required)

Group 12

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$38.44	\$38.94	

- 1345 1. Clamshell or Dipper Operator
- 2261 2. Derrick (Assistant to Engineer required)
- 3461 3. Drill Rig (Assistant to Engineer required)
- 5081 4. Multi-Propulsion Earthmoving Machine (2 or more scrapers) (over 35 cu. yds. "struck" m.r.c.)
- 5211 5. Operators (Derricks, Piledrivers and Cranes)
- 5941 6. Power Shovel and Dragline (7 cu. yds. m.r.c. and over) (Assistant to Engineer required) (An additional Assistant to Engineer is required if the Shovel or Dragline is electrically powered.)
- 6691 7. Self-Propelled, Rubber-Tired Earthmoving Equipment (over 31 cu. yds.) (657B and similar)

Group 12 (continued)

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$38.44		\$38.94

- 8961 8. Wheel Excavator (up to and including 750 cu. yds. per hour) (Assistant to Engineer required)
- 8991 9. Wheel Excavator (over 750 cu. yds. per hour) (2 Operators and 1 Assistant to Engineer is required)
(Any additional assistance shall be by an Assistant to Engineer)

Group 12A

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$38.80		\$39.30

- 2363 1. Dozer (D-11 or similar or larger)
- 3701 2. Hydraulic Excavators (over 4 cu. yds.) (Assistant To Engineer required)
- 4033 3. Lifting Cranes (50 tons and over) (Assistant to Engineer required)
- 4922 4. Mounted Truck Crane Operator (over 50 tons) (Mobile Truck Crane Driver required)
- 5601 5. Pioneering Dozer/Backhoe (Initial clearing and excavation for the purpose of providing access for other equipment where the terrain worked involves 1 to 1 slopes that are 50 feet in height or depth. The scope of this work does not include normal clearing and grubbing on usually hilly terrain nor the excavation work once the access is provided.)
- 5812 6. Power Blade Operator (Cat 12 or equivalent or over)
- 7573 7. Straddle Lifts (over 50 tons)
- 7881 8. Tower Crane, Mobile (Assistant to Engineer required)
- 8353 9. Traveling Truss Cranes
- 8721 10. Universal, Liebherr, Linden, and similar types of Tower Cranes (in the erection, dismantling and moving of equipment there shall be an additional Operating Engineer or Heavy Duty Repairman.)
- 9063 11. Yo-Yo Cat or Dozer

Foreman

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$40.30		\$40.80

- 2931 1. Working Foreman

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$41.30		\$41.80

- 3341 1. Master Mechanic, Heavy Duty Repairman

Group 13

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$35.72		\$36.22

- 8491 1. Truck Driver (Utility, Flatbed, etc. Flatbed, etc.)

Group 13A

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$35.99		\$36.49

- 2451 1. Dump Truck, 8 cu. yds. & under (water level)
- 8851 2. Water Truck (up to and including 2,000 gallons)

Group 13B

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$36.30	\$36.80	

- 8861 1. Water Truck (over 2,000 gallons)
- 6122 2. Ready Mix Driver
- 7732 3. Tandem Dump Truck, over 8 cubic yards (water level)

Group 13C

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$36.95	\$37.45	

- 8431 1. Truck Driver (Semi-trailer, Rock Cans, Semi-Dump or Roll Offs)

Group 13D

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$37.27	\$37.77	

- 8461 1. Truck Driver (Slip-In or Pup)

Group 13E

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$37.38	\$37.88	

- 2601 1. End Dumps, Unlicensed (Euclid, Mack, Caterpillar or similar)
- 8011 2. Tractor Trailer (Hauling Equipment) (Assistant to Engineer required when Hydraulic Ramp is not being used)
- 8471 3. Tandem Trucks hooked up to Trailer (Hauling Equipment)

B. APPRENTICES

(Apprentice's Hourly Wage Rate Based on percentage of Group 9A wage rate.)

1. Wages For Apprentices in the Construction Equipment Operator Branch

1st Period Apprentice

1 to 1,000 hours of properly-reported on-the-job training hours - 50%

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$18.86	\$19.11	

2nd Period Apprentice

1,001 to 2,000 hours of properly-reported on-the-job training hours – 55%

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$20.75	\$21.02	

3rd Period Apprentice

2,001 to 3,000 hours of properly-reported on-the-job training hours – 60%

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$22.63	22.93	

4th Period Apprentice

3,001 to 4,000 hours of properly-reported on-the-job training hours -70%

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$26.40	\$26.75	

5th Period Apprentice

4,001 to 5,000 hours of properly-reported on-the-job training hours – 80%

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$30.18	\$30.58	

6th Period Apprentice

5,001 to 6,000 hours of properly-reported on-the-job training – 90%

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$33.95	\$34.40	

2. Wages For Apprentices in the Heavy Duty Repairman & Welder Branch

1st Period Apprentice

1 to 1,000 hours of properly-reported on-the job training hours - 50%

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$18.86	\$19.11	

2nd Period Apprentice

1,001 to 2,000 hours of properly-reported on-the-job training hours - 55%

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$20.75	\$21.02	

3rd Period Apprentice

2,001 to 3,000 hours of properly-reported on-the -job training hours - 60%

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$22.63	\$22.93	

4th Period Apprentice

3,001 to 4,000 hours of properly-reported on-the-job training hours - 70%

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$26.40	\$26.75	

5th Period Apprentice

4,001 to 5,000 hours of properly-reported on-the-job training hours – 80%

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$30.18	\$30.58	

6th Period Apprentice

5,001 to 6,000 hours of properly-reported on-the-job training hours - 85%

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$32.06	\$32.49	

7th Period Apprentice

6,001 to 7,000 hours of properly-reported on-the-job training hours – 90%

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
33.95	\$34.40	

8th Period Apprentice

7,001 to 8,000 hours of properly-reported on-the-job training hours - 95%

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$35.83	\$36.31	

3. Fringe Benefit Contributions for Apprentices in the Construction Equipment Operator Branch*

Contributions per hour* (Option 1)

(As a % of the Journeyman hourly contribution)	Pension/Annuity	Vacation/Holiday**
1st Period Apprentice	0%	0%
2nd Period Apprentice	55%	55%
3rd Period Apprentice.....	60%	60%
4th Period Apprentice.....	70%	70%
5th Period Apprentice.....	80%	80%
6th Period Apprentice.....	90%	90%

Contributions per hour* (Option 2)

(As a % of the Journeyman hourly contribution)	Pension/Annuity	Vacation/Holiday**
1st Period Apprentice	0%	0%
2nd Period Apprentice	55%	55%
3rd Period Apprentice.....	60%	60%
4th Period Apprentice.....	70%	70%
5th Period Apprentice.....	80%	80%
6th Period Apprentice.....	90%	90%

4. Fringe Benefit Contributions For Apprentices in the Heavy Duty Repairman & Welder Branch

Contributions per hour* Option 1

(As a % of the Journeyman hourly contribution)

	Pension/Annuity	Vacation/Holiday**
1st Period Apprentice	0%	0%
2nd Period Apprentice	55%	55%
3rd Period Apprentice.....	60%	60%
4th Period Apprentice.....	70%	70%
5th Period Apprentice.....	80%	80%
6 th Period Apprentice	85%	85%
7 th Period Apprentice	90%	90%
8 th Period Apprentice	95%	95%

Contributions per hour* Option 2 (As a % of the Journeyman hourly contribution)	Pension/Annuity	Vacation/Holiday**
1st Period Apprentice	0%	0%
2nd Period Apprentice	55%	55%
3rd Period Apprentice	60%	60%
4th Period Apprentice	70%	70%
5th Period Apprentice	80%	80%
6 th Period Apprentice	85%	85%
7 th Period Apprentice	90%	90%
8 th Period Apprentice	95%	95%

* To be adjusted annually with Journeyman Rate effective on September 3, 2012 and September 2, 2013.

*This amount includes one dollar and two cents (\$1.02) of Supplemental Dues money.

NOTE 1: An Apprentice who is currently receiving a higher rate of pay or trust fund contributions will NOT suffer a reduction in his wage rate by reason of the implementation of the above wage schedule. Instead, said Apprentice shall be "frozen" at his/her present wage rate (not percentage) until such time as he/she is advanced to a period of training under the above schedule in which the rate of pay specified for that period of apprenticeship exceeds his/her present wage rate.

NOTE 2: Except for the regular contribution to the Operating Engineers Health & Welfare Trust Fund, no other Trust Fund or other contributions shall be made for or on behalf of an Apprentice during said Apprentice's First Period of Apprenticeship (first one thousand [1,000] hours of his/her employment as an Apprentice). After the first one thousand (1,000) hours, the above contributions will be made in addition to the Health & Welfare Trust Fund.

C. HELICOPTER WORK

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$39.61	\$40.11	

Pilot of Helicopter used on work covered by this Agreement

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$39.44	\$39.94	

Co-Pilot of Helicopter used on work covered by this Agreement

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$39.30	\$39.80	

Airborne Hoist Operator for Helicopter used on work covered by this Agreement

D. AQUA LUNG DIVING (Scuba Diver)

Divers/Underwater Construction Workers—Handle all diving incidental to undersea cables/pipes or outfalls/force mains/rockwalls and dredging.

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$40.75	\$41.25	

Stand-By Divers

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$50.13	\$50.63	

†Scuba Divers (Wet) (up to 30 feet)

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$59.50	\$60.00	

†Scuba Divers (Wet) (over 30 feet)

†Diver shall receive no less than a minimum of eight (8) hours at this hourly rate when diving. Includes dressing and undressing, regardless of how many times the diver comes to the surface. Furnishing of gear by Diver or by Contractor to be at Contractor’s option. If furnished and used by Diver, said Diver to receive thirty-five dollars (\$35.00) per shift for use of said gear plus the cost of refilling the Diver’s tanks. The following items are not considered gear or special equipment and shall be provided by the diver:

- | | |
|------------------------------------|---------------------------------------|
| •wetsuit, dry suit or diving dress | •weight belt & weights to the surface |
| •10” and 12” crescent wrenches | •harness |
| •knife •mask | |
| •fins or boots | •regulator |
| •depth gauge | •4-pound hammer |
| •gloves •chafing gear | |

Divers subject to ambient pressure of the depths listed will not be required to remain on the bottom for a total bottom time longer than the time limits set below:

<u>DEPTHS (FSW)</u>	<u>TIME</u>
40’	200 minutes
50’	100 minutes
60’	60 minutes
70’	50 minutes
80’	40 minutes
90’	30 minutes
100’	25 minutes
110’	20 minutes
120’	15 minutes
130’	10 minutes
140’	10 minutes
150’	5 minutes
160’	5 minutes
170’	5 minutes
180’	5 minutes
190’	5 minutes

These total bottom times for dives to depths of 99 FSW or less will not be exceeded within a twelve (12)-hour period. These total bottom times for depths of 100 FSW or greater will not be exceeded within a twelve (12)-hour period.

E. DIVING OTHER THAN AQUA LUNG (Surface Supplied Diving)

The terms and conditions which shall apply to Employees performing diving and tending work other than Aqua Lung are as set forth in Exhibit "D" (Diving Other Than Aqua Lung).

F. BOOMS AND/OR LEADS

1. The Operator of a crane (under fifty [50] tons) with a boom of eighty (80) feet or more (including jib) or of a crane (under fifty [50] tons) with leads of one hundred (100) feet or more shall receive a per hour premium for each hour worked on said crane (under fifty [50] tons) in accordance with the following schedule:

Booms of 80 ft. up to but not including 130 ft or Leads of 100 ft. up to but not including 130 ft.....	\$.50 per hour
Booms and/or Leads of 130 ft. up to but not including 180 ft.....	\$.75 per hour
Booms and/or Leads of 180 ft. up to and including 250 ft.....	\$1.15 per hour
Booms and/or Leads over 250 ft.	\$1.50 per hour

2. The Operator of a crane (50 tons and over) with a boom of one hundred and eighty (180) feet or more (including jib) shall be paid per hour premium for each hour worked on the crane (50 tons and over) in accordance with the following schedule:

Booms of 180 ft. up to and including 250 ft.....	per hour
Booms over 250 ft.	\$1.75 per hour

3. In the application of the above, the length of the boom shall be measured from the center of the heel pin to the center of the boom or jib point sheave.
4. For purposes of computing overtime for said Operator, the aforementioned premium rate shall be treated as a part of the Employee's regular straight-time rate (i.e., the hourly overtime rate shall be computed at one and one-half time [or two times, as the case may be] the Employee's total straight-time rate, including the premium).
5. The above premium covering Booms shall not apply to the Assistant to Engineer assigned to said rig, except in such cases where the Contractor requires the Assistant to Engineer to climb the Boom in which case the Assistant to Engineer shall be paid the boom pay for that day.

G. HEAVY DUTY REPAIR LEADMAN

Where two (2) or more Heavy Duty Repairmen are employed, and there is no Heavy Duty Repair Foreman or Master Mechanic employed by the Contractor, then one (1) of the Heavy Duty Repairmen will be selected by the Contractor as a Working Leadman at twenty-five cents (\$.25) per hour above the regular Heavy Duty Repairman Group 10 wage rate.

H. WORKING SUSPENDED (YO-YO-CAT)

1. The Operator of a rig who is required to work suspended by ropes or cables or to perform work on a Yo-Yo Cat shall receive a premium of one dollar and twenty-five cents (\$) per hour for each hour worked on said rig.
2. For purposes of computing overtime for said Operator, the aforementioned premium rate shall be treated as a part of the Employee's regular straight-time rate (i.e., the hourly overtime rate shall be computed at one and one-half [1 ½] times or two [2] times, as the case may be) the Employee's total straight-time rate, including the premium.

I. WAGE/FRINGE OPTION

1. Effective as of the dates specified below, the amounts listed below shall be subject to allocation to any one or more of the following:

- | | |
|--------------------------------|-------------------------------|
| (a) Wages | (e) Vacation & Holiday |
| (b) Health & Welfare | (f) Apprenticeship & Training |
| (c) Pensioned Health & Welfare | (g) Stabilization Fund |
| (d) Pension/Annuity Option | |

Effective: September 2, 2013 \$1.25 per hour*

2. Said allocation shall be made at the discretion of the Union, however, Health & Welfare (1. [b] and Pension (1. [d] requirements shall have priority over other wage/benefit item in the allocation of the wage/fringe option. Such allocation shall be made at least sixty (60) calendar days prior to the applicable effective date.

*The Union may allocate the increases to wages and/or fringe benefits during the term of this Agreement. Any increase in wages and/or fringe benefits in 2013 shall be effective September 2, 2013.

02.00.00 COVERAGE

02.01.00 *Geographical Area Covered.* This Agreement shall cover and apply to the State of Hawaii.

02.02.00 *Employees Covered.* The Employees covered by this Agreement shall be as follows:

02.02.01 all Employees of the Contractor employed in the State of Hawaii in the classifications listed in Section 01.00.00, *Classification And Hourly Wage Schedule*, Exhibit "C", *Underground Work*, and Exhibit "D", *Diving Other Than Aqua Lung*, including any additional classifications that may be added thereto pursuant to the provisions of Section 11.05.00, *Additional Work or Classifications* of this Agreement, and

02.02.02 all Employees of the Contractor in the State of Hawaii who perform or who assist in the performance of the work covered by this Agreement as set forth in Section 02.05.00, below.

02.03.00 Specifically excluded from coverage under this Agreement are: superintendents, assistant superintendents, general foremen, and other supervisors as defined in the National Labor Relations Act, as amended, professional or office engineering personnel, draftsmen, estimators, field office workers, timekeepers, messengers, guards, confidential Employees, office personnel, inspectors, and other persons specifically excluded elsewhere in this Agreement.

02.04.00 The provisions of this Agreement shall apply equally to all Employees of the Contractor and to all applicants, without regard to race, color, religion, sex, national origin, age, disability, or for being a disabled veteran or a veteran of the Vietnam Era.

02.05.00 *Unit Work Covered*

02.05.01 *General Provisions.* The work covered by this Agreement shall include, but shall not be limited to:

(1) the work covered by those classifications listed in Section 01.00.00, *Classification and Hourly Wage Schedule*, Exhibit "C" (*Underground Work*), Exhibit "D", *Diving Other than Aqua Lung*, and Exhibit "I", *Dredging—Clamshell—Dipper and Hydraulic Suction*, including any additional classifications that may be added thereto pursuant to the provisions of Section 11.05.00, *Additional Work or Classifications* of this Agreement, and

(2) the operating, monitoring, controlling, maintaining, repairing, modifying, assembling, erecting, and servicing of power-operated equipment of the type and kind used in the performance of such work or other work which falls within the recognized jurisdiction of the Union or which is otherwise covered by this Agreement, regardless of whether such equipment is mechanically, electrically, electronically, hydraulically, automatically, or remotely controlled.

02.06.00 *On-Site Work.* This Agreement shall cover and apply to all activities of the Contractor in the State

of Hawaii which fall within the recognized jurisdiction of the Union done or to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work (including building, heavy, highway, and engineering construction) as well as demolition and site-clearing activities, and mining, stripping, and exploratory operations in connection with mines.

02.07.00 *Maintenance and Repair Activities*

02.07.01 This Agreement shall also cover and apply to all of the Contractor's maintenance and repair shops.

02.07.02 When the Contractor uses his/her own Employees to perform jobsite repair and/or maintenance work on equipment and/or vehicles, said work shall be performed by Employees covered by this Agreement. Jobsite maintenance and/or repair of equipment and/or vehicles done at the site of construction, alteration, repair, or demolition of a building, structure or other work shall otherwise be performed exclusively by an Employee or by Employees covered by a collective bargaining agreement with the Union; provided, however, that if the Contractor has a written contract of warranty covering the equipment, work covered by such warranty may be performed at the jobsite. In emergencies, and pending notification of the Union, the Contractor may use the field services of a permanently established Commercial shop. Contractors shall upon request, provide copies of any warranty to the Union.

02.08.00 *Off-Site Production Activities.* This Agreement shall also cover and apply to the operation, maintenance, and repair of equipment covered by this Agreement, including any additional classifications that may be added thereto pursuant to the provisions of Section 11.05.00, *Additional Work Or Classifications* used in the off-site production by the Contractor of imported borrow, rip-rap, rock, sand, gravel, and aggregates of all kinds, concrete (excluding cements), and asphalt, macadam, and other road surfacing materials (excluding oil) which is to be incorporated into a job or project of said Contractor so long as such material is actually being produced for and delivered to such job or project; provided, however, that this shall not apply to any such work where the Contractor has a bona fide written Collective Bargaining Agreement with the Union covering said work.

03.00.00 **RECOGNITION**

03.01.00 *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.

03.02.00 *Recognition of Association*

03.02.01 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. In the event the Association disbands, changes its name or ceases to exist, this Agreement shall continue to apply under the doctrines of the NLRB in effect at that time and binds any successor organization.

03.02.02 A list of Contractors who have 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 canceled or any new authorizations have been executed.

03.02.03 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.

03.02.04 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 "G" and made a part hereof.

03.03.00 *Additional Contractor Signatories.* Any Contractor who, as of the execution date of this Agreement, has not authorized the Association to represent him with respect to Employees covered by this Agreement, shall become a Contractor covered by this Agreement by either:

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

03.03.02 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.

04.00.00 ***MUTUAL OBLIGATIONS AND RESPONSIBILITIES***

04.01.00 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.

04.02.00 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.

04.03.00 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.

04.04.00 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.

05.00.00 ***UNION SECURITY***

05.01.00 For on-site work, each Employee covered by this Agreement shall, as a condition of continued employment, become a member of the Union not later than the eighth (8th) day following the date of 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.

05.02.00 For off-site work, each Employee covered by this Agreement shall, as a condition of continued employment, become a member of the Union not later than the thirty-first (31st) day following the date of his/her employment or the execution date of this Agreement, whichever is later, and he/she shall thereafter maintain such membership in good standing by continuing to tender dues to the Union for the duration of this Agreement.

05.03.00 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.

05.04.00 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.

06.00.00 **WORK PRESERVATION**

06.01.00 *Purpose and Intent.* The purpose and intent of this Section is to preserve and protect the work of, and the employment opportunities and the economic terms and conditions of employment of, all Employees covered by this Agreement to the maximum extent permitted by law.

06.02.00 *Definition of Subcontractor.* A subcontractor is any person, firm, corporation, or other entity (other than an Employee covered by this Agreement) who agrees orally or in writing to perform, or who in fact performs, for or on behalf of a Contractor, or a subcontractor of a Contractor, any part or portion of the work covered by this Agreement.

06.03.00 *Subcontractor who is Signatory to a Collective Bargaining Agreement with the Operating Engineers Local Union No. 3.* The Provisions of this Section shall not apply to a subcontractor of any tier who is signatory to, or otherwise covered by, a collective bargaining Agreement with the Operating Engineers Union.

06.04.00 *Subcontracting of On-Site Work*

06.04.01 On-site work is work done at the site of the construction.

06.04.02 *Work covered by this Agreement.* Contractors agree that neither they, nor any of their subcontractors on the job site, will subcontract on-site work covered by this Agreement except to a subcontractor which is party to a valid, existing collective bargaining Agreement with the Operating Engineers Local Union No. 3. Provided that, Contractors and their subcontractors on the job site may subcontract work covered by this Agreement to be done at the site of the construction to subcontractors which as of November 15, 1983, had a valid, existing collective bargaining agreement with another union which performed work covered by this Agreement.

06.04.03 *On-Site Repair, Lubrication, Servicing and Maintenance of Equipment.* On-site repair, lubrication, servicing and maintenance of equipment covered by this Agreement shall not be subcontracted to any person or individual if such person or individual performs the work himself.

06.05.00 *Subcontracting of Off-Site Work.*

06.05.01 Off-site work is to be performed off the site of construction as recognized by the National Labor Relations Board.

06.06.00 *Notices Regarding Subcontracting.*

06.06.01 *Notice to Union.* Contractors shall give written notice to the Union of any subcontract to a non-signatory contractor, involving the performance of work covered by this Agreement, and exceeding fifty thousand dollars (\$50,000) in value, within thirty (30) days of entering into such subcontract, and shall specify the name and address of the subcontractor.

06.06.02 *Subcontract Documents.* The Contractor shall set forth the applicable requirements of this Agreement in subcontract documents, for each subcontractor, regardless of the amount of the subcontract.

06.06.03 *Contractor not Liable, When.* A Contractor who has met the notice requirements set forth above, shall not be liable for any delinquency by the subcontractor in the payment of any amounts required herein, except as provided in the section entitled Delinquencies, below.

06.07.00 *Delinquencies.* If the Union gives written notice to the Contractor and the subcontractor specifying the nature and amount of the subcontractor's delinquency in fulfilling its obligations under this Agreement, the Contractor shall withhold the amount claimed to be delinquent out of any sums due and owing by the Contractor to such subcontractor.

06.07.01 If such subcontractor does not dispute the existence or amount of such delinquency, the Contractor shall forthwith pay from amounts withheld from the subcontractor the amount of such delinquencies to the person(s) entitled to receive such amount(s). Any dispute as to the existence or amount of such delinquency shall be settled by the Union and subcontractor as provided in Section 23.00.00, *Grievance Procedure*

and Arbitration hereof. Should such a grievance result in finding that delinquencies exist; the Contractor shall forthwith pay the amount of such delinquencies. All checks shall be forwarded to the Union for processing, made out in the name of the person(s) entitled to receive such amount(s). Should amounts withheld by the Contractor be insufficient to cover the amount found owing, the subcontractor shall directly pay the shortfall.

06.07.02 If the Union gives written notice to the Contractor and the subcontractor of the subcontractor's failure to turn over certified payroll records applicable to the job in question within thirty (30) days of demand, the Contractor shall withhold any and all payments to the subcontractor, until the subcontractor provides those records.

06.07.03 If the subcontractor a second time fails to either turn over certified payroll records promptly, or a second time fails to pay an Employee the standard wage, then the Contractor shall thereafter, for a period of one (1) year, do no business with that subcontractor.

07.00.00 AUTHORIZED DEDUCTIONS

07.01.00 If an Employee signs proper authorization forms (sample copies of which are attached hereto as Exhibits "E" and "F"), the Contractor shall deduct from the wages of said Employee all Union dues, Union initiation fees, Union assessments, and Credit Union payments which are due from said Employee.

07.02.00 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 thereto on a uniform basis as an incident of membership in the Union.

07.03.00 All monies deducted pursuant to this Section shall be transmitted by the Contractor to the Union and/or to the Credit Union, as the case may be, within fifteen (15) calendar days after the deduction is made. Said transmittal shall be by way of check drawn to the order of the Union and/or Credit Union, as the case may be.

07.04.00 Upon issue of such check(s) and the transmission of same to the Union and/or Credit Union, as the case may be, all responsibility on the part of the Contractor shall cease with respect to any amount so deducted so long as such check(s) 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.

08.00.00 NO STRIKE OR LOCKOUT

08.01.00 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 Sections 08.02.00 and 08.03.00 below.

08.02.00 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. Any Employee who refuses to cross a legitimate picket line as herein defined shall not lose his/her status as an Employee of the Contractor.

08.03.00 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, assessments and/or Credit Union payments as provided for under Section 07.00.00, *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 (5) day period, the Union shall then be free to withdraw said Contractor's Employees and to continue said withdrawal until full payment is made.

08.04.00 In the event a Contractor fails to man a particular piece of equipment in accordance with the hiring and referral provisions as set forth in Section 27.00.00, *Referral And Hiring* or in accordance with the manning provisions as set forth in Section 01.00.00, *Classification & Hourly Wage Schedule* and Section 28.00.00, *Manning*, the Union shall have the right to file an Expedited Grievance to the State Joint Board as provided for under Section 23.00.00, *Grievance Procedure and Arbitration*. If the failure to man the particular piece of equipment is not a bona fide jurisdictional dispute under the provisions of Section 25.00.00, *Jurisdictional Disputes*, then the Union, after giving twenty-four (24) hour notice to an officer of the Contractor, shall be free to shut down the particular piece of equipment by withdrawing the operator of said equipment until such time as the hiring or manning violation is corrected. If the Contractor feels that the withdrawal of the Employee was not in accordance with the provisions of this Agreement, it shall be free to file an Expedited Grievance, to the State Joint Board as provided for under Section 23.00.00, *Grievance Procedure and Arbitration* and seek appropriate damages from the Union.

08.05.00 Any Employee who is withdrawn from performing work pursuant to the provisions of Section 08.04.00, above, shall not lose his/her status as an Employee of the Contractor. If an arbitrator finds or if it is otherwise found that the Contractor has violated the Agreement, the applicable wages and fringe benefits shall be paid to each Employee so withdrawn for all time lost.

08.06.00 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.

08.07.00 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.

09.00.00 ***DISCIPLINE OR DISCHARGE***

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

09.02.00 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 23.00.00, *Grievance Procedure and Arbitration*.

09.03.00 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 operations, nor be conducted during working hours.

09.04.00 The Contractor shall be the sole judge of an Employee's qualifications for the equipment to be operated and the work to be performed and may on such grounds terminate the services of any Employee.

10.00.00 ***APPRENTICESHIP AND TRAINING***

10.01.00 *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.

10.02.00 *Training and Disciplining of Registered Apprentices.* The education, training, and disciplining of Registered Apprentices shall be governed by the Joint Apprenticeship Committee pursuant to the "Standards Of The Joint Apprenticeship Program For Operating Engineers In The State Of Hawaii" and the "Rules, Regulations,

And Procedures Applicable To Registered Operating Engineer Apprentices In The State Of Hawaii" as adopted and revised from time to time by the Joint Apprenticeship Committee.

10.03.00 *Ratio Applicable to the Employment of Apprentices.*

10.03.01 Apprentice manning shall be in conformance with the schedule as set forth in this Agreement. Each Individual Employer who employs ten (10) Journeyman Operating Engineers on all work covered by this Agreement, shall have a minimum of one (1) Apprentice employed, if available. Thereafter, the Individual Employer shall include an additional Apprentice for each ten (10) Journeyman Operating Engineers employed after the first ten (10) on all work covered by this Agreement.

10.03.02 In making the aforementioned count of Journeymen Operating Engineers, Assistant to Engineer (Oiler), Superintendent, and all Truck Drivers will not be counted.

10.03.03 It is understood that the apprentice is not an "extra" man and will be required to perform work in conjunction with his/her on-the-job training.

10.03.04 It shall be the Union's responsibility to notify the Contractor in writing of any violation of Section 10.03.00 above. The Contractor will have three (3) days to comply after receipt of notice. Failure to comply within three (3) days will subject the Contractor to a penalty of the applicable daily wage rate of a sixth (6th) period apprentice per day (from date notice received) for each day of non compliance. Payments will be made to the Operating Engineers and participating Employers, Pre Apprentice, Apprentice, and Journeyman Affirmative Action Trust Fund for Hawaii.

10.03.05 In the event the Job Placement Center on each neighbor island (Kauai, Maui and Hawaii) does not have Apprentices available on a particular island for dispatch, it is understood that Section 10.03.00 (Ratio Applicable to the Employment of Apprentices) shall be adjusted accordingly to reflect the unavailability on a particular island (i.e., the ratio of the number of Apprentices that must be employed to the number of Journeyman employed by the Contractor shall not apply to the island(s) where the unavailability of Apprentices exists). It is further understood that the Job Placement Center on Oahu or any other island shall not be required to dispatch Apprentices to other neighbor island(s) as a result of the unavailability of Apprentices on a particular island.

11.00.00 **WAGES**

11.01.00 *Wage Schedule.* Wages are as set forth in Section 01.00.00, *Classification and Hourly Wage Schedule* which shall be effective for the term of this Agreement.

11.02.00 *Payment of Wages*

11.02.01 Each Employee covered by this Agreement shall be paid not later than quitting time on 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 shall provide the Employee(s) with their paychecks by Thursday of that week.

11.02.02 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.

11.02.03 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.

11.02.04 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.

11.02.05 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.

11.02.06 Inasmuch as the provisions of Sections 11.02.04 and 11.02.05, above, are requirements of State law, it is incumbent upon the Contractor to develop and maintain appropriate procedures for payment of same.

11.02.07 *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.

11.03.00 *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 benefit payments, such records will be promptly accessible to the Business Representatives of the Union during working hours.

11.04.00 *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 Section 01.00.00, *Classification and Hourly Wage Schedule*. The Contractor shall also make payments to the Health & Welfare Trust Fund, the Pension Trust Fund, the Pensioned Operating Engineers Health & Welfare Trust Fund, the Affirmative Action Trust Fund, the Annuity Trust Fund, and to the Vacation and Holiday Pay Plan and any other fund that may be established during the term of this Agreement on behalf of said Employee.

11.05.00 *Additional Work or Classifications*

11.05.01 This Agreement contemplates that as and when equipment and other means and methods of operating equipment not presently in use in the area covered by this Agreement is or are about to be introduced on a jobsite, the Association and the Union will promptly negotiate an appropriate rate, classification, and working rule for the equipment's operation and for the other means or methods of operating equipment not presently in use.

11.05.02 Such rate, classification and working rule shall be established at a job conference ten (10) days prior to the time the equipment or means or methods of operating equipment not presently in use are introduced on a jobsite, and if it is not settled at such a conference, the matter may be referred to a standing committee

consisting of three (3) representatives each of the Union and the Association to conduct such negotiations.

11.05.03 Such committee will meet within ten (10) days after written request of the Contractor intending to operate such equipment or use such means or methods of operating equipment not presently in use accompanied by photographs and pertinent catalog or other data on the equipment or means or methods of operating equipment not presently in use and agree to a straight-time hourly wage rate for each classification required and working rule within fifteen (15) days from the date of notice unless the parties mutually agree to extend the time, which rate and classification and working rule shall be added to Section 01.00.00 (Classification And Hourly Wage Schedule) as of the date of the initial introduction of the equipment or such means or methods of operating equipment not presently in use on a jobsite.

11.05.04 Until such rate or rates, classification or classifications and working rule is established, the Contractor may operate the equipment or use such means or methods of operating equipment not presently in use at a temporary rate or rates, classification or classifications and working rule for thirty (30) calendar days only from the initial introduction of the equipment or means or methods of operating equipment not presently in use on a jobsite, provided that such thirty (30) calendar-day period may be extended by mutual agreement of the Committee provided in Section 11.05.02 above. In the event the Committee is unable to reach an agreement within the negotiating period, or any extension(s) thereof, either party may refer the disagreement to the State Joint Board provided for in Section 24.00.00. In the event the matter is taken to arbitration, the Arbitrator shall establish the appropriate group wage classification and manning provisions for said piece of equipment at not less than the group wage classification and manning provision as established by the Union in California for said piece of equipment. The permanent rate, classification and working rule, when established, shall be paid retroactively to the date of initial introduction of the equipment on a jobsite.

11.05.05 The foregoing shall also apply when work under pressure is undertaken or when nuclear devices, laser beams or other devices to move earth not specifically covered in Section 01.00.00, *Classification and Hourly Wage Schedule* are used, or to be used.

12.00.00 HOURS AND OVERTIME

12.01.00 *Workweek. (Five [5] days).*

12.01.01 The standard workweek shall be Monday through Friday, inclusive.

12.01.02 Where weather conditions render it desirable for make-up time on Saturday, such Saturday make-up time day may be scheduled by the Contractor at straight-time. Where the Contractor schedules Saturday as a make-up time day, the Employee shall have a choice to accept or reject to work the make-up time day.

NOTE: At the present time, Section 12.01.02, 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 County projects.

12.01.03 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 Thursday 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 (4) hours on Friday, all of which hours shall be paid for at regular straight-time hourly rates.
- (3) In either of such events, Friday will be the scheduled make-up day under the same conditions as set forth in Section 12.01.02, above. Saturday may be scheduled as a make-up in lieu of Friday but only if Employees volunteer to work the Saturday make-up day under the same conditions as set forth in Section 12.01.02, above.
- (4) The provisions of Section 12.01.03, Paragraphs (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, Section 12.01.03, Paragraphs (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 County projects.

12.02.00 *Workday*

12.02.01 Except where shift work or night work is scheduled, the normal workday for an Employee covered by this Agreement shall begin at 7:00 a.m. or as mutually agreed between the Union and the Employer. Service engineers may begin up to an hour prior to the established start time.

12.02.02 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 Section 12.02.01, 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.

12.02.03 Except as provided in Sections 12.02.01 and 12.02.02 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.

12.03.00 *Overtime*

12.03.01 Overtime at one-and-one-half (1 ½) 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 (1) 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 Section 12.01.03, Paragraphs (1) and (5), 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 Section 12.01.03, Paragraph (2).
- (2) All work performed by an Employee before his/her scheduled shift provided the Employee commenced work at the scheduled start time of the shift and worked the entire shift.
- (3) All work performed on Saturdays (the sixth (6th) day of the work week), except where such day has been scheduled as a make up day by the Contractor pursuant to Section 12.01.02 in which such case overtime shall be paid after the Employee's completion of eight (8) straight-time hours of work on such make up day.
- (4) All hours an Employee works in excess of twelve (12) hours in a workday shall be paid at two (2) times the regular straight-time rate.
- (5) Work performed on Sundays (the seventh (7th) day of the work week) and Holidays, shall be paid at two (2) times the regular straight-time rate except where such Sunday or Holiday has been scheduled by the Contractor as the first (1st) day of the workweek pursuant to Section 12.02.02. When Sunday has been scheduled by the Contractor as the first (1st) day of the workweek pursuant to Section 12.02.02, accordingly Friday (the sixth (6th) day of the workweek) shall be paid at one and one-half (1 ½) times the regular straight-time rate and Saturday (the seventh (7th) day of the workweek) shall be paid at two (2) times the regular straight-time rate. When a Holiday (that falls on a Monday only) has been scheduled by the Contractor as the first (1st) day of the workweek pursuant to Section 12.02.02, accordingly the sixth (6th) day of the workweek shall be paid at one and one-half (1

½) times the regular straight-time rate and the seventh (7th) day of the workweek shall be paid at two (2) times the regular straight-time rate.

(6) All hours an Employee works in excess of eight (8) in a twenty-four (24) hour period shall be paid at the appropriate overtime rate. Employees shall receive eight (8) consecutive hours off for rest during a twenty-four (24) hour period.

12.03.02 *Reckoning of Overtime Hours.* Overtime hours shall be reckoned to the nearest hour and half hour. This provision is intended to allow the Contractor to ease bookkeeping requirements and to comply with Federal Wage and Hour Standards.

12.03.03 *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.

12.03.04 *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.

12.04.00 *Meal Period*

12.04.01 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 fifth (5th) hour of a shift. If an Employee is required to work more than five (5) 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 fifth (5th) hour until such time as said Employee is afforded the opportunity to eat on the Contractor's time.

12.04.02 The meal period established for Heavy Duty Equipment Repairmen and Servicemen may be different from that established for other classifications.

12.04.03 If an Employee is directed to operate such machines as compressors, refrigeration plants, pumps, or cement or pumpcrete guns during the scheduled meal period, he/she shall be paid for said meal period at the applicable overtime rate.

12.04.04 If the Employee is already being paid at the time-and-one-half rate by reason of Saturday work, he/she shall receive two (2) times his/her regular straight-time rate for all time worked after said fifth (5th) hour until such time he/she is afforded the opportunity to eat on the Employer's time. Sunday or holiday work shall be paid at two and one half (2 ½) times the regular straight-time rate for all time worked after said fifth (5th) hour.

12.04.05 Whenever overtime work exceeds two-and-one-half (2 ½) hours past the quitting time of their shift, Employees will be afforded a meal period of at least one-half (½) hour at the end of said two-and-one-half (2 ½) 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.

12.04.06 If the Employee is not afforded a meal period as provided for in Section 12.04.05, 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.

12.05.00 *Show-Up Time*

12.05.01 Employees or qualified applicants ordered to report to work at jobsite for whom no employment is provided shall be entitled to two (2) hours pay unless prevented from working for reasons beyond the control of the Contractor (including inclement weather).

12.05.02 In the event the Contractor requires an Employee to remain on the job for 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, said Employee shall be entitled to show up time of two (2) hours pay unless such Employee quits, voluntarily lays off, or is suspended or discharged prior to the completion of said two (2) hour period. Said waiting time (i.e., "standby time") 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; provided, however, that if, after standing-by, said Employee is put to work, then said waiting time (standby time) shall be counted as hours worked for the purpose of making Contractor contributions to the various Trusts and other Funds as provided for in this Agreement.

12.05.03 In the event the Employee starts work, but such work is subsequently shut down by reason of inclement weather, equipment breakdown, power failure, or accident, said Employee shall be paid for actual time worked, but in no case shall that payment be less than two (2) hour's pay at the Employee's regular straight-time rate of pay.

12.06.00 *Shift Work*

12.06.01 *Two (2) Shift Operations.* Where a two (2) shift operation is scheduled, an Employee's first (1st) 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 (1st) ten (10) hours of work per day on his/her shift (exclusive of meal period).

12.06.02 *Three (3) Shift Operation*

(1) Where a three (3) shift operation is scheduled, the first (1st) shift shall consist of eight (8) hours of work (exclusive of meal period) for which eight (8) hours shall be paid; the second (2nd) shift shall consist of seven and one-half hours (7 ½) of work (exclusive of meal period) for which eight hours shall be paid; and the third (3rd) shift shall consist of seven (7) hours of work (exclusive of meal period) for which eight (8) hours shall be paid.

(2) Payments to the Trust and other Funds as provided for in this Agreement on behalf of second (2nd) and third (3rd) shift Employee's who work a full shift shall be at eight (8) hours.

12.06.03 *Applicable To Both Two (2) Shift and Three (3) Shift Operations*

(1) On two (2) or three (3) shift operations, the first shift shall begin at 7:00 a.m. except where starting times are established in accordance of the provisions in Section 12.02.00, *Workday*.

(2) On shift work, Employees working a shift who come off work on Saturday morning are to be considered working Friday; Employees working a shift who come off work on Sunday morning are to be considered working Saturday; and Employees working a shift coming off work on Monday morning are to be considered working Sunday.

12.06.04 No Employee shall work more than one (1) shift at straight-time in any consecutive twenty-four (24) hours. No arrangement of shifts shall be permitted that prevents any Employee from securing eight (8) consecutive hours of rest in any consecutive twenty-four (24) hours. Such twenty-four (24) hours shall be computed from the start of the Employee's assigned shift.

12.07.00 *Night Work*

12.07.01 Where night work is scheduled Monday through Friday, an Employee's first (1st) 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, the straight-time rate shall be paid in accordance with that schedule.

12.07.02 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.

12.08.00 *Emergency Call-Out*

12.08.01 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 three (3) hours' work, or if three (3) hours' work is not furnished, a minimum of three (3) hours' pay; provided, however, that such three (3) hour minimum shall not apply if the Employee quits, voluntarily lays off, or is suspended or discharged prior to the completion of said three (3) hour period. Said three (3) 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.

12.08.02 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 jobsite, but shall not include the return trip.

12.08.03 Section 12.04.01 shall apply to Employees who are performing Emergency Call-Out Work.

12.09.00 *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 ½) times his/her regular straight-time rate for all time so spent either before or after his/her regular working hours.

12.09.01 *Holidays.* The following days shall be considered holidays and work performed on such days shall be compensated for at two (2) times the Employees regular straight-time rate:

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

12.09.02 *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.

12.09.03 *Labor Day.* No work shall be performed on Labor Day except in case of emergency.

12.09.04 *"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
- Thanksgiving Day
- Fourth of July

(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.

NOTE: At the present time, Sections 12.09.04, Paragraphs (a) and (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 County projects.

(c) By use of the notification form attached hereto as Exhibit "J" (or by other written means which provides the same information as that set forth in Exhibit "J"), 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 (a) and (b), above.

13.00.00 **TEMPORARY TRANSFER**

13.01.00 If an Employee covered by this Agreement works in more than one (1) classification during his/her workday (including overtime), his/her pay for all hours worked on that day shall be computed on the basis of the wage rate applicable to the highest classification that he/she worked in during said day.

13.02.00 The Contractor shall not assign an Assistant to Engineer to perform the work of an Operating Engineer and the Contractor shall not assign an Operating Engineer to perform the work of an Assistant to Engineer, except with the express consent of the Union. The foregoing shall not preclude transfers for brief emergency or relief periods.

13.03.00 An Employee covered by this Agreement shall not be transferred from his/her assigned equipment more than three (3) times during his/her shift.

14.00.00 **EMPLOYEE BENEFITS AND CONTRACTOR PAYMENTS**

14.01.00 *General Provisions*

14.02.00 *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 12.01.09, then contributions shall be required for eight (8) hours. Time which is paid for, but not worked, such as time paid for under Section 11.02.07, *Wages On Day Of Injury*, waiting/stand-by time as provided under Section 12.03.00, *Show-Up Time*, as well as "driving time hours" as provided for under Section 18.00.00, *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.

14.03.00 *Payments to Trust Funds*

14.04.00 *Payments on Behalf of Each Employee Covered by this Agreement.* The Contractor shall pay the specified per-hour amount of contribution as set forth below to each of the Trust Funds as listed below for each hour worked by or paid to each Employee covered by this Agreement, except as set forth in Section 14.03.00, above. Said payments shall be made in the manner as set forth in Section 14.13.00, *Contractor Payments*.

14.05.00 *Hawaii Health & Welfare Trust Fund for Operating Engineers*

\$6.75 per hour	—	Effective 9/1/12
* per hour	—	Effective 9/2/13

14.06.00 *Operating Engineers Pension Trust Fund.*

14.06.01 The Contractor shall pay eleven dollars and sixty-four cents (\$11.64) per hour effective September 3, 2012, for each hour worked or paid for Employees' retirement plans. Those payments shall be made to the Hawaii Operating Engineers' Annuity Trust Fund and to the Operating Engineers' Pension Trust Fund as provided below.

14.06.02 Effective September 3, 2012, ten dollars and sixty-four cents (\$10.64) per hour will be paid to the Operating Engineers' Pension Trust Fund and one dollar (\$1.00) per hour will be paid to the Hawaii Operating Engineers' Annuity Trust Fund.

14.06.03 Each Employee shall select one of the following options concerning the Contractor contributions to those Funds:

Option 1: \$ 10.64 per hour to the Pension Fund
 \$ 1.00 per hour to the Annuity Fund

Option 2: \$ 4.00 per hour to the Pension Fund
 \$ 7.64 per hour to the Annuity Fund

14.06.04 Employees participating in Option Two (2) have the ability to select Option One (1).

14.06.05 Agreed Schedule: Plan (A) - \$.75 cents per hour/each year
\$.75 per hour – Effective 6/1/12

The parties agree that sufficient contributions will be made from these increases to the Pension Fund to support any rehabilitation/funding improvement schedule adopted by the Pension Board of Trustees pursuant to the Pension Protection Act of 2006 and the Union has selected an option, (Schedule A) in the Pension's Funding Improvement Plan. Additional monies required for such rehabilitation/funding improvement schedule shall be reallocated from the existing wages and/or fringe benefits.

14.07.00 *Pensioned Operating Engineers Health & Welfare Trust Fund*
\$2.14 per hour — Effective 9/1/12
* per hour — Effective 9/2/13

14.08.00 *Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Trust Fund for Hawaii*
\$1.35 per hour — Effective 9/1/12
* per hour — Effective 9/2/13

14.09.00 *Benefit Payments for Foremen, Shifters, and Heavy Duty Master Mechanics.* The provisions of Section 14.03.00, *Payments to Trust Funds*, immediately above, as well as the provisions of Section 14.12.00, *Vacation and Holiday Pay* of this Section, shall apply to Foremen, Shifters, and Heavy Duty Repairman Foremen, and Master Mechanics in the same amount and in the same manner as they apply to all other Employees covered by this Agreement.

14.10.00 *Benefit Payments for Supervisory Personnel above the Rank of Foreman.* A Contractor at such Contractor's option may cover said Contractor's supervisory personnel above the rank of Foreman in the Hawaii Health & Welfare Trust Fund For Operating Engineers, the Operating Engineers Pension Trust Fund, and the Pensioned Operating Engineers Health & Welfare Trust Fund by paying into the aforesaid Trusts monthly on the basis of one hundred sixty-eight (168) hours (regardless of the number of hours worked by such persons during the month) at 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.

14.11.00 *Trust Agreements.* Each of the Trust Agreements applicable to the above Trust Funds are, by reference, incorporated herein and each Contractor covered hereby or signatory hereto agrees that he/she shall be bound by all of 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 Association and hereby designates said Contractor Trustees to serve as his/her representatives and to act as his/her agent in all matters concerning the Funds.

14.12.00 *Vacation and Holiday Pay.*

14.12.01 Each Contractor shall participate in the Operating Engineers Vacation and Holiday Pay (hereinafter referred to as the "Vacation and Holiday Pay") under the terms and conditions as set forth in Exhibit "B", *Vacation and Holiday Pay* of this Agreement.

14.12.02 Effective as of the date listed below, the Contractor shall contribute to the Vacation and Holiday Pay for each hour worked by or paid to each Employee covered by this Agreement (except as provided in Section

14.02.00, above) the following amount:

\$5.90 per hour — Effective 9/1/12
* per hour — Effective 9/2/13

14.12.03 All taxes due from each Employee by reason of payments under this Vacation and Holiday Pay shall be deducted by each Contractor from each Employee's wages and such total tax deductions, together with the amount payable under this Vacation and Holiday Pay, shall be separately noted on the Employee's paycheck.

14.12.04 Payment of Vacation and Holiday Pay benefits to Employees covered by this Agreement shall be made in accordance with the provisions of Exhibit "B", *Vacation and Holiday Pay* of this Agreement.

14.13.00 *Contractor Payments*

14.13.01 *Transmittal of Contributions*

- (1) Contractor contributions to the various Funds as specified and provided for above shall be paid or postmarked by the fifteenth (15th) 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 twenty-fifth (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.
- (3) The consolidated transmittal form must be submitted or postmarked by the twenty-fifth (25th) day of the month immediately following the month being reported even if no Employees were employed by the Contractor.
- (4) Once Contractor contributions to the various Funds can be transmitted and received electronically, such contributions shall be paid by the fifteenth (15th) 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 by the twenty-fifth (25th) day of said month.

14.14.00 *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.

14.15.00 *Delinquent Contributions and Collections*

14.15.01 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 twenty-fifth (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:

- (1) the unpaid contributions,
- (2) 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,

- (3) an amount equal to the greater of:
 - (i) interest on the unpaid contributions, or
 - (ii) liquidated damages in the amount of twenty percent (20%) of such delinquent and unpaid contributions due to each respective Fund or twenty dollars (\$20.00) whichever is greater, for each and every delinquent monthly contribution.
- (4) all audit and collection costs, and
- (5) 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.

14.15.02 The amount specified in Section 14.15.01, Paragraph (3) (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.

14.16.00 *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. In the event a subcontractor is deemed delinquent by the Trust Funds, the Contractor agrees to issue checks payable jointly to subcontractor and the Funds for the subcontractor's fringe benefit contributions.

14.17.00 *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 (\$5,000.00), whichever is greater.

14.18.00 *Application/Non-Application of Section 23.00.00 (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 23.00.00, *Grievance Procedure and Arbitration*; provided, however, that any questions relating thereto as may arise pursuant to a Union action under Section 08.00.00 of this Agreement and any questions relating to whether a particular person or group of persons are Employees as defined under Section 02.00.00, *Coverage* of this Agreement for whom contributions are due shall be subject to the provisions of Section 23.00.00, *Grievance Procedure and Arbitration*.

14.19.00 *Relationship to Section 08.03.00.* Nothing in Section 14.00.00 shall be construed as being in conflict with the provisions of Section 08.03.00 of this Agreement, nor shall anything in Section 14.00.00 be

deemed a condition precedent to any action that the Union may take under the provisions of Section 08.03.00.

14.20.00 *Supplemental Dues.* Effective for all work performed on and after July 1, 2010, it is agreed that upon written authorization, provided by the Union, as required by law, the amount designated by the Union shall be deducted from the Vacation and Holiday Pay of each Employee and remitted directly to the Union. The amount of the Supplemental Dues transmittal shall be specified on a statement sent to the Employees. Such remittance shall be made to the Union monthly. Supplemental Dues are specifically part of the uniform monthly dues of each Employee, as specified in the provisions of Section 05.00.00, Union Security, of this Agreement. The Employees shall be obligated to make such payment directly to the Union on a monthly basis if the dues authorization provided herein is not executed, under such terms and conditions as from time to time may be prescribed by the Union.

14.20.01 The Union shall exonerate, reimburse and hold harmless the Employer, each Individual Employer and their respective Officers, Directors, Agents and Employees, individually and collectively, against any and all liabilities and reasonable expenses arising out of the payment, receipt or a distribution of the amounts designated by the Union.

15.00.00 *OTHER FUNDS*

15.01.00 *Hawaii Construction Industry Improvement Program*

15.01.01 Each Contractor covered hereby shall contribute three cents (\$.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 14.14.00 of this Agreement.

15.01.02 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.

15.01.03 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.

15.01.04 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 15.01.00 shall be deemed as automatically amended (or deleted, as the case may be) from this Agreement.

15.02.00 *Administrative Fee Covering the Negotiation and Administration of the Collective Bargaining Agreement*

15.02.01 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 14.00.00 of this Agreement (namely: Health And Welfare Fund, Pension Fund, Affirmative Action Fund, Vacation And Holiday Pay Plan, Pensioned Health & Welfare 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 six

and one-half cents (\$.065) per hour for all hours worked by Employees covered by this Agreement (A fee of five cents (\$.05) per hour shall be paid to the Building Industry Labor Association by those signatories who are members of that Labor Association).

15.02.02 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.

15.02.03 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 15.01.00 shall be deemed as automatically amended (or deleted as the case may be) from this Agreement.

Operating Engineers Industry Stabilization Fund. Contribution to the Operating Engineers Industry Stabilization Fund is as follows:

\$.44 per hour — Effective 9/1/12

* per hour — Effective 9/2/13

16.00.00 WORKING RULES

16.01.00 *Drinking Water.* An adequate supply of fresh, water cooled by ice shall be available to Employees at convenient locations on all jobsites 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.

16.02.00 Tools

16.02.01 The Contractor shall provide on each jobsite a secure place where the Contractor's Heavy Duty Equipment Repairman may keep his/her tools. If all or part of a Heavy Duty Equipment Repairman'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 Heavy Duty Equipment Repairman for any such loss over fifty dollars (\$50.00). In order to obtain the benefits of this Section a Heavy Duty Equipment Repairman must provide the Contractor with an inventory of his/her tools at the time the Employee commences work and an additional inventory once annually and the Contractor must approve such inventory. The Heavy Duty Equipment Repairman's tools shall be subject to periodic check by the Contractor and/or the Contractor's authorized representative.

16.02.02 *Heavy Duty Equipment Repairmen.* Shall furnish their own tools, but special tools shall be furnished by the Contractor as needed, such as: Pin Presses, Spanner Wrenches, Air or Electric Wrenches, testing and measuring devices other than a hand rule, Gear and Bearing Pullers, Electric Drills, Reamers, Taps and Dies, Oxy-acetylene Hoses, Gauges, Torches and Tips, twenty-four-inch Pipe Wrenches or Socket Wrenches, and Sockets requiring over three-quarter-inch drive.

16.02.03 If a Heavy Duty Equipment Repairman has lost his/her working tools by reason of fire or theft by forcible entry as referenced in Section 16.02.01, and the Contractor does not allow the Heavy Duty Equipment Repairman to work without such tools or any part of them, then the Contractor shall allow such Heavy Duty Equipment Repairman a reasonable amount of paid time during working hours to obtain replacement tools. Failure thereupon or failure on the part of the Heavy Duty Equipment Repairman for any other reason to have the required tools on the job shall subject him/her to discipline including discharge.

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

16.02.05 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 increase the time or number of Employees required to do any work.

16.03.00 Safety and Protective Devices

16.03.01 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.

16.03.02 Where a special type or color of hardhat is required either by State or Federal safety regulations or by the Contractor, said the special color of hardhat shall be supplied by the Contractor.

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

16.03.04 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.

16.03.05 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.

16.03.06 The Contractor shall conduct safety meetings a minimum of once a month 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 jobsite. 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.

16.03.07 For jobs on elevations exceeding six thousand five hundred (6,500) feet and the weather requires it, the Contractor shall supply suitable over clothing to all Employees working at that elevation.

16.03.08 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.

16.03.09 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.

16.03.10 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.

16.03.11 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.

16.03.12 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.

16.03.13 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.

16.03.14 No Employee shall be required to work alone during the hours of darkness when performing maintenance or service work on equipment. This provision shall not apply to employees servicing equipment one (1) hour prior to the start of the shift.

16.03.15 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.

An Employee who believes that his/her equipment is unsafe shall immediately report the situation to the Contractor. If the Contractor determines the equipment is safe to operate but the Employee still disagrees, the Union Business Agent shall be called in and a joint determination shall be made on the safety of the equipment. No Employee shall be required to operate a piece of equipment that the Employee and the Business Agent believes to be unsafe. This provision is for the safety of the Employee and is not to be used as a method to harass the Contractor. If an Employee refuses to operate a piece of equipment and the equipment is subsequently found to be safe by an appropriate official, the Contractor shall have the right to file a grievance with the State Joint Board and seek appropriate payment for all losses plus twenty-five percent (25%) of the total amount as liquidated damages for the damages suffered by the Contractor.

16.03.16 The Union agrees on behalf of itself and each Employee covered hereby that Employees shall use the provided health and safety equipment. Employees' proper use of safety and health equipment issued by the Contractor shall be mandatory, and failure to do so will be cause for disciplinary action (including discharge).

16.04.00 *No Piece Work, Contract Work, or Moonlighting*

16.04.01 *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.

16.04.02 *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 Section, "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.

16.04.03 *Violations of this Subsection.*

- (1) Each occurrence of an alleged violation of Sections 16.04.01 and/or 16.04.02, above, by either a Contractor signatory to this Agreement or an Employee covered under this Agreement shall be processed under Section 23.03.00, *Grievance Subject to an Expedited Hearing*. Should the State Joint Board find that a violation of Sections 16.04.01 and/or 16.04.02 has in fact occurred, the violator shall be subject to the following fines:

First (1st) Offense..... A fine of \$ 500.00
Second (2nd) Offense A fine of \$1,000.00
Third (3rd) Offense and Thereafter..... A fine of \$1,500.00

- (2) An Employee found to be in violation of Sections 16.04.01 and/or 16.04.02 above, may, in addition to the aforementioned fines, be subject to the provisions of Section 09.00.00, *Discipline Or Discharge* by the Contractor for whom such Employee is working.

16.05.00 *Clean-Up Time and Tool Pick-Up Time.* Heavy Duty Equipment Repairmen and/or the Registered Apprentices servicing same shall be entitled to a tool pick-up time before the end of each shift, which shall not be less than five minutes or more than ten minutes.

17.00.00 **PRE-JOB CONFERENCE**

17.01.00 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 work covered by this Agreement is five million dollars (\$5,000,000) or more.

17.02.00 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.

18.00.00 **TRANSPORTATION**

18.01.00 *Transportation*

18.01.01 Employees covered by this Agreement shall report to work at their scheduled starting point (the Contractor's shop, permanent yard, staging area, or the jobsite as scheduled by and at the Contractor's option) and shall be ready to begin work at their scheduled starting time.

18.01.02 For Employees who are scheduled to report to a jobsite for which public transportation is not conveniently available (bus runs less than once every thirty minutes during hours of going to and returning from work and discharges passengers more than two thousand (2,000) feet from the project), the Contractor will, as a convenience to said Employees, provide suitable transportation from the Contractor's shop, permanent yard, staging area or other central convenient pickup points en route to the jobsite to those Employees who wish to avail themselves of it. Such transportation will leave the Contractor's shop, permanent yard/staging area/pickup points in sufficient time to permit said transportation to arrive at the jobsite in time for Employees to start work at their scheduled starting time.

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

18.01.04 Transportation from the jobsite back to the Contractor's shop/permanent yard/staging area/pickup points will also be furnished by the Contractor to those Employees who wish to avail themselves of it. Time traveled in returning to the Contractor's shop/permanent yard/staging area/pickup points will not be considered as time worked, nor shall it be included as part of the eight (8) hour workday, except for the driver.

18.01.05 Time spent outside of an Employee's regularly scheduled eight (8) hour workday as the driver of the Contractor's trucks and/or other vehicles used in providing the aforementioned transportation from the Contractor's shop/permanent yard/staging area/pickup points to the jobsite and from the jobsite back to the Contractor's shop/permanent yard/staging area/pickup points shall be paid for at said Employee'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.

18.01.06 Employees who wish to avail themselves of the aforementioned transportation shall so notify the Contractor in sufficient time for said Contractor to make necessary arrangements.

18.01.07 If the Contractor does not provide suitable transportation available from the his/her shop/permanent yard/staging area/pickup points to the jobsite pursuant to the provisions of Sections 18.01.02 and 18.01.04, above, then the Employee or Employees who drive their own vehicles to the jobsite will be entitled to a mileage allowance of fifty-five and one half cents (\$55.5¢) per mile for miles traveled to the jobsite, computed from the Employee's home or from the Contractor's shop/permanent yard, whichever distance is shorter. If during the term of this Agreement the U. S. Internal Revenue Service (I.R.S.) increases the allowable mileage allowance above the fifty-five and one half cents (\$55.5¢) per mile, then the mileage allowance provided above shall be increased by the same amount as the I.R.S. increase effective as of the first Monday of the second month following the date on which the I.R.S.'s announcement of the increase is published in the Federal Register.

18.01.08 Any question as to whether the Contractor is or is not meeting the requirements of this Section 18.00.00 *Transportation* shall be processed and determined through the grievance procedure as provided under

Section 23.00.00, *Grievance Procedure and Arbitration.*

18.02.00 *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(s) from the parking area to and from where the work is being performed.

18.03.00 *Other*

18.03.01 When the Contractor transports Employees between the Contractor's yard and jobsite, or between jobsites, or within a jobsite, or to and from power lines or pipelines, said Contractor shall provide safe (as required by law) and suitable transportation.

18.03.02 No Employee shall be required to furnish transportation between the Contractor's yard and jobsite, or between jobsites, or within a jobsite, or to and from power lines or pipelines to transport the Contractor's tools, materials, equipment, or personnel, or for any other purpose as a condition of employment.

18.04.00 *Applicable to the Islands of Hawaii and Maui.* When an Employee is to report to a job or project which is located more than ten (10) miles from the reference points listed below, the Contractor shall either provide safe (as required by law) and suitable transportation which Employees may accept or refuse at pickup spots which will be designated en route from the Contractor's permanent yard (from the Union's office if there is no permanent yard) to the jobsite in sufficient time to permit said transportation to arrive at the site in time for the Employees to start work at the normal starting time or, if transportation is not provided, the Contractor shall pay a round-trip mileage allowance of fifty-five and one-half cents (\$55.5¢) per mile for each road mile the job or project is located outside the ten (10) mile radius from the reference point listed below. If, during the term of this Agreement, the U.S. Internal Revenue Service (IRS) increases the allowable mileage allowance above the current fifty-five and one-half cents (\$55.5¢) per mile, then the mileage allowance provided above shall be increased by the same amount as the IRS increase effective as of the first Monday of the second month following the date on which the I.R.S.'s announcement of the increase is first published in the Federal Register. The reference point used for mileage calculation will be that point closest to the job or project site:

<u>Island</u>	<u>Reference Point</u>
Hawaii	Hilo Post Office
Hawaii	Kailua-Kona Post Office
Maui	Kahului Post Office

(Reference maps which delineate the ten (10) mile radius from the reference points listed above are available at the Union's dispatching office on each island. Contractors can obtain such maps through the Hawaii Employers Council.)

19.00.00 ***PARKING EXPENSES***

19.01.00 If there is no free parking available within two thousand (2,000) feet of said jobsite, then the Contractor shall reimburse Employees at the lowest parking rate available within said two thousand (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 jobsite, rather than reimburse the Employees for such parking expenditure.

19.02.00 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.

20.00.00 ***SUBSISTENCE AND TRAVEL***

20.01.00 *Subsistence and Travel*

20.01.01 When an Employee is required 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.

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

20.01.03 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.

20.01.04 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 ½) times his/her regular straight-time rate of pay.

20.01.05 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.

20.01.06 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 Section 20.01.07, Paragraphs (2) and (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.

20.01.07 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:

\$37.00 — Effective September 1, 2012

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

\$68.00 — Effective September 1, 2012

*The term "room" as used in Section 20.01.07, Paragraphs (2) and (3), 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.

20.01.08 If required by the contractor to travel to and from a neighbor island and return within forty eight (48) hours or less, the contractor shall reimburse the employee for airport parking expenses when provided a receipt.

20.02.00 Except as provided in Section 20.02.01, immediately below, the Employee may request to receive a subsistence allowance as specified in Section 20.01.07, Paragraph (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.

20.02.01 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.

20.02.02 Meals and lodging or the applicable allowance, as the case may be, shall be provided for seven (7) days a week; the contractor will ensure that payment is made in a timely manner to guarantee that the individual will not be required to make out of pocket payments provided, however, that an Employee who 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.

20.02.03 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.

20.02.04 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.

20.02.05 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.

20.02.06 This Section shall not apply to bona fide residents of the Island on which the work is being performed.

20.03.00 *Application of Subsistence to Bona Fide Residents of Neighbor Islands Who Are Required By Contractor to Live Away From Home on the Same Island*

20.03.01 When an Employee who is a bona fide 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 Section 20.01.07, Paragraphs (2) and (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.

20.03.02 If an Employee who is a bona fide 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 Section 20.01.07, Paragraph (2), above, OR
- (3) pay a subsistence allowance in the same manner as specified in Section 20.01.07, Paragraph (3), above.

*The term "room" as used in Section 20.01.07, Paragraphs (2) and (3), 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.

20.03.03 Except as provided in Section 20.03.04, immediately below, the Employee may request to receive a subsistence allowance as specified in 20.01.07, Paragraph (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.

20.03.04 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.

20.03.05 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 (4) nine (9)-hour days (Monday through Thursday) plus four (4) 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 Section 20.01.07, Paragraph (2), above, to cover the Employee's breakfast and lunch on Friday.

20.03.06 If the Employee requires transportation in returning to and from home for the weekend, the Contractor will provide or arrange for said transportation.

20.03.07 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.

20.03.08 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.

21.00.00 ACCESS TO COMPANY PREMISES

21.01.00 The Business Representatives of the Union shall have access to the Contractor's jobsites 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.

22.00.00 UNION JOB STEWARD

22.01.00 The Union may select a Job Steward for each Contractor covered by this Agreement. Where the number and/or location of a Contractor's projects makes it appropriate, the Union may appoint additional Job Stewards. The Union shall give written notice to the Contractor of the name(s) of the Job Steward(s) so selected. Said Job Steward(s) shall be given reasonable time during working hours to perform his/her duties as set forth in Section 22.02.00, below. On the islands of Kauai, Molokai and Lanai the Union may also select an Island Job Steward. The Island Job Steward shall not perform his/her duties pertaining to Union business involving other Contractors during work time of his/her Contractor.

22.02.00 The duties of the Union Job Steward(s) shall be limited to and shall not exceed the following:

22.02.01 Reporting of any violations or alleged violations of this Agreement to his/her Business Representative, and

22.02.02 Reporting to his/her Business Representative of any Employee covered by this Agreement who,

during his/her shift, leaves the jobsite without giving the Contractor prior notice.

22.03.00 Said Union Job 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.

22.04.00 The Job Steward(s) shall not:

22.04.01 Stop the Contractor's work for any reason.

22.04.02 Tell any workers, or any Employee covered by this Agreement, that he/she cannot work on the job.

22.04.03 Leave the project to which he/she has been assigned in order to perform his/her Job Steward(s) duties.

22.05.00 Infraction of either of the three rules set forth in Section 22.04.00, above, shall be cause for immediate discharge of the Job Steward(s) without any prior notice to either the Job Steward(s) or the Union.

22.06.00 The Contractor shall not discharge or discriminate against the Union Job 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 Job Steward(s) or any other Employee alleges a violation of this Agreement, the complaint will be processed as provided under Section 23.00.00, *Grievance Procedure and Arbitration*.

22.07.00 It is recognized by the Contractor that the person appointed Job Steward(s) remain on the job as long as there is work available which he/she is qualified to perform. A Job Steward who is laid off from a project (and is not sent back to the Job Placement Center) shall be recalled before any other Employee on the same project if he/she is qualified to perform the work the Contractor needs to be performed.

22.08.00 In the event the Union Job Steward(s) 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.

23.00.00 ***GRIEVANCE PROCEDURE AND ARBITRATION***

23.01.00 *General Provisions*

23.01.01 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 08.00.00 *No Strike or Lockout* or a refusal by the Union to refer Employees to the Contractor in accordance with the provisions of Section 26.00.00 *Referral, Hiring and Employment* to a Contractor who is not delinquent in the payment of Trust Fund or other financial obligations under this Agreement.

23.01.02 The following shall not be subject to the Grievance Procedure or to Arbitration:

- (1) Those Trust Fund matters as set forth in Section 14.19.00 (*Application/ Non-Application* of Section 23.00.00),
- (2) Section 25.00.00, *Jurisdictional Disputes*

23.01.03 Except for grievances which are subject to an Expedited Hearing (as provided for under Section 23.03.00, 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.

23.01.04 If, however, the grievance involves nonpayment or partial payment of wages and/or nonpayment or partial payment of amounts due under Section 20.00.00, *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.

23.01.05 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.

23.01.06 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.

23.02.00 *Grievance Procedure.* Except for grievances which are subject to an Expedited Hearing (as provided for in Section 23.03.00, below), the complainant shall follow the procedure hereinafter set forth in submitting the grievance and having it investigated and the merits thereof determined:

23.02.01 *First (1st) Step (Jobsite Supervisor).* A grievance shall first be presented to the Jobsite Supervisor who has authority to review and adjust grievances.

23.02.02 *Second (2nd) 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. A copy of said submittal shall be sent to the respective Association(s), c/o Hawaii Employers Council.

23.02.03 *Third (3rd) 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. The State Joint Board shall convene on the second Friday of each month at 9:30 a.m. at a mutually agreed place. All outstanding grievances at the State Joint Board level shall be heard at that time. If there are no outstanding grievances, the meeting shall be canceled. Expedited grievances, may, by mutual agreement be held until the regularly scheduled meeting time. Otherwise, special meetings shall be scheduled in accordance with the provisions of Section 23.03.00 Grievances Subject To An Expedited Hearing.
- (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.

23.02.04 *Fourth (4th) 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 persons: Ted Tsukiyama, Thomas Angelo and Michael Nauyokas plus two others (one to be named by the Union and one to be named by the Association). From that list, one Arbitrator shall be chosen as follows: the Union and the Association shall each strike two 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 23.00.00 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 Section 23.01.04, 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.

23.03.00 *Grievances Subject to an Expedited Hearing*

23.03.01 The following grievances shall be subject to an Expedited Hearing:

- (1) a complaint filed by the Union alleging a violation of Section 08.00.00, *No Strike or Lockout*, Section 06.00.00, *Work Preservation*, 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 08.00.00, *No Strike Or Lockout* or a refusal by the Union to refer Employees to the Contractor in accordance with the provisions of Section 26.00.00, *Referral, Hiring and Employment* to a Contractor who is not delinquent in the payment of Trust Fund or other financial obligations under this Agreement.

23.03.02 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.

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

24.00.00 STATE JOINT BOARD

24.01.00 Appointment of Representatives

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

- (1) three (3) persons appointed by the Union, and
- (2) three (3) persons appointed by the Associations for and on behalf of the Contractors covered hereby.

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

24.02.00 Scope and Authority

24.02.01 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 23.00.00, *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 Sections 12.01.08 and 12.01.09 (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 violation of any of the provisions listed in Section 23.03.00, *Grievances Subject to an Expedited Hearing*, 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 specified 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 the Apprenticeship Fund.

24.02.02 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 arise in which the Joint Board recommends that the Agreement be amended, said recommendation will be referred to the Union and the Association for review and appropriate action.

24.03.00 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.

24.04.00 Quorum

24.04.01 A quorum at any meeting of the Joint Board shall consist of at least two (2) Union Board members and two (2) Contractor Board members. Unless a quorum is present, no business shall be transacted.

24.04.02 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 two (2) Contractor Board members and two (2) Union Board members, and provided further that a copy of such written concurrence shall be forthwith mailed to each non-participating Board member.

24.05.00 Voting

24.05.01 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.

24.05.02 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.

24.06.00 *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.

24.07.00 *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.

24.08.00 *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 representative to serve as a member of the Joint Board in lieu of one 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/her 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 meetings, 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.

24.09.00 *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.

25.00.00 **JURISDICTIONAL DISPUTES**

25.01.00 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.

25.02.00 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.

25.03.00 If the parties aforementioned cannot or do not resolve said dispute within two (2) working days after the aforesaid meeting, then the dispute will be referred to the respective International Unions for resolution. Any determination and decision as made by said International Unions shall be reduced to writing and signed by their respective Presidents or other authorized representatives. The Contractor and the Union shall be and are bound by such determination and decision and shall promptly comply with it. The Contractor shall promptly correct the misassignment, if any is found.

25.04.00 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.

25.05.00 In the implementation of any decision that is made pursuant to this Section, the parties recognize

that the awarded work, by itself, may not efficiently and productively involve a full day's work. In such instances, where the work has been awarded to the Union and an Employee is assigned to perform that work, said Employee shall also be assigned to perform other work by the Contractor so that said Employee will be efficiently and productively employed on full-day basis and said Employee shall within the scope of this Agreement perform all work assigned him/her.

26.00.00 ***REFERRAL, HIRING AND EMPLOYMENT***

26.01.00 *Notification of Employee Termination and/or Recalls*

26.01.01 The Contractor shall notify the applicable Job Placement Center (Honolulu) on a Form supplied by the Job Placement Center of the names of Employees who have been recalled, or who have quit, been laid off for lack of work, or otherwise terminated during the week.

26.01.02 Such Form shall be mailed to the applicable Job Placement Center not later than Monday of the week following the week in which such action was taken.

26.01.03 In the case of quits and other terminations, the Contractor shall indicate on the Form the reason(s) for termination (i.e., quit, reduction in force, termination of job, discharged for cause, not qualified, etc.) and also whether the Employee is eligible for rehire.

26.01.04 Any person or Employee who, in any one twelve (12) month period, is terminated by three (3) different Contractors by reason of not being qualified on the particular piece of equipment for which he/she is dispatched, shall not be eligible to sign the out-of-work list for a period of one (1) year unless he/she satisfactorily completes a course of training as directed by the Joint Apprenticeship Committee. Said person or Employee shall be entitled to a fair and impartial hearing before the Joint Apprenticeship Committee before implementation of the above action; and if he/she requests it, he/she shall also have the right to process the matter under the provisions of Section 24.00.00, *State Joint Board* of this Agreement.

26.02.00 *Referral and Hiring*

26.02.01 All hiring shall be subject to and be in accordance with the Job Placement Regulations of this Agreement as set forth in Exhibit "A," attached hereto and made a part hereof. Any person or Employee who is not hired in accordance with said Job Placement Regulations shall be subject to immediate termination of employment.

26.02.02 When making requests to the Job Placement Center, the Contractor will provide all information as is necessary for the Job Placement Center to fully complete the dispatch slip, including the classification code number and make and model of the equipment to be operated. Any applicant for employment so dispatched who does not possess the qualifications to perform the work for which he/she is dispatched shall not be eligible for show-up pay.

26.02.03 No Employee shall, as a condition of employment, be required to sign any form relating to his/her medical history unless required by law or government regulation.

26.03.00 *Transfer of Employees*

26.03.01 No Employee shall be transferred from one Contractor's payroll to another Contractor's payroll except in accordance with the Job Placement Regulations.

26.03.02 When a Contractor transfers a crew consisting of a Foreman and Employees from one Job Placement Center area to another, such contractor shall notify the Job Placement Center involved within twenty-four (24) hours of such transfer. This Section shall not apply to Employees assigned to maintenance or repair work, or to transfers of five (5) working days duration or less.

26.04.00 The Job Placement Center will dispatch only members who are U. S. citizens or aliens authorized to work in the United States. The Union will be responsible for complying with the provisions and procedures of the Immigration Reform and Control Act of 1986 (IRCA). The responsibilities and obligations of the Union are

outlined in a letter from T. J. Stapleton, addressed to the General Contractors Labor Association dated May 14, 1987.

27.00.00 MANNING

27.01.00 *Assistant to Engineer.* The Employer may assign an Assistant to Engineer to operate equipment if the Assistant to Engineer is qualified. The Assistant to Engineer shall be paid the applicable rate of pay while operating the equipment and shall be paid the highest rate of pay for an entire shift. The Assistant to Engineer shall not displace any Journeyman Operator. No other Employee shall do the Assistant to Engineer's work while the Assistant to Engineer is operating equipment. The Employer shall not assign an Operating Engineer to perform the work of an Assistant to Engineer.

27.02.00 *Assistance.* All equipment shall be manned as set forth in Section 01.00.00, *Wages and Classifications* of this Agreement. Whenever an Engineer requires any assistance in addition to that which is required under the aforementioned Section 01.00.00 said assistance shall be provided by an Employee covered by this Agreement.

27.03.00 *Start-Up and Warm-Up of Equipment.* Only an Employee covered by this Agreement shall start and warm up equipment.

27.04.00 *Portable Asphalt Plant Crew (Jobsite).* A portable Asphalt Plant Crew shall consist of: (1) a Plant Engineer, (2) a Bunkerman, (3) a Fireman, (4) an Assistant to Engineer, and (5) where a crane is used, a Crane Operator. The Plant Engineer shall be in charge of the entire plant. In the case of an automatic asphalt plant, the minimum crew shall consist of a Plant Engineer and one (1) additional Employee.

27.05.00 *Portable Concrete Batch Plants (Jobsite).* On a multiple concrete batch plant (regardless of power), the crew shall consist of one Group 8 Employee plus one Group 3 Employee.

27.06.00 *Signals.* The necessity for the use of an Employee to give signals to Employees covered by this Agreement shall be determined by the Contractor. When used, he/she shall be an Employee covered by this Agreement, but not a Registered Apprentice.

27.07.00 Compressors, Pumps, Generators, and Welding Machines

27.07.01 Where the number of compressors (excluding compressor house), pumps, generators, and welding machines, individually or collectively, operate, serviced, or maintained by the Contractor on any one (1) project exceeds eight (8), then the Contractor shall employ one Group 5 Employee to start, stop, service, maintain, and repair said "bank" of units.

27.07.02 The use of an Employee to operate, service, and maintain a "bank" of less than nine (9) such units shall be determined by the Contractor. If an Employee is so employed, he/she shall be an Employee covered by this Agreement.

27.08.00 *No Restrictions on Production.* There shall be no restrictions on the full use of tools or equipment and no rule, custom, or practice shall be permitted that limits production or increases the time or number of Employees required to do any work.

27.09.00 *Transportation of Self-Powered Equipment.* The transportation by means of its own power of equipment operated by Employees covered by this Agreement shall be performed by Employees covered by this Agreement.

27.10.00 Field Survey Work

27.10.01 The classifications herein referred to shall apply only to Employees covered hereby regularly employed in field survey work, excluding Contractor, executive, administrative or supervisory personnel, professional or office engineering personnel, draftsmen, estimators, timekeepers, messengers, guards, clerical help or field office help, and excluding the use of survey instruments normally used by any other Employees in the performance of their duties.

27.10.02 Licensed surveyors and the setting of control points, bench marks or property lines shall not be covered by this Agreement. All other on-site surveying work, except for building layout, performed by the Contractor, shall be performed by crews made up by Employees covered by this Agreement.

27.10.03 For any field survey work beyond the direct control of the Contractor, the referred to classifications and conditions shall not apply. This Agreement shall also not apply to on-site work performed by commercial engineering, surveying or soil testing firms; provided, however, that when on-site work is performed by such firms on a subcontract basis under direct control of the Contractor, the provisions of Section 06.00.00, *Work Preservation* of this Agreement shall apply. This Agreement shall also not cover inspectors.

27.10.04 The Union will cooperate with the Contractor in the placing of student engineering trainees, so long as it does not materially affect the normal employment of regular Employees.

27.10.05 When an Instrument Man is required by the Contractor to work from drawings, plans or specifications without the direct supervision of a Party of Chief, he/she shall be paid at the Chief of Party rate.

27.10.06 A party consisting of three (3) or more Employees shall include a Chief of Party.

27.10.07 On a large project using several small parties and having a Chief of Party on the job site and in charge of the small parties, each small party shall have an Instrument Man or Chief of Party as one of the members of the small party.

28.00.00 ***SPECIAL PROVISIONS COVERING FOREMEN, SHIFTERS, HEAVY DUTY REPAIR FOREMEN, AND MASTER MECHANICS***

28.01.00 *General Provisions.* The provisions of this Section 28.00.00, to the extent that they may differ from any other provision of this Agreement, shall supersede and be controlling over such provision.

28.02.00 *Number and Their Selection.* The Contractor shall employ a Shifter or Foreman to supervise its Employees when it employs six (6) or more Journeymen on a jobsite to operate individually manned pieces of earthmoving equipment including shovels (not individually manned), or individually manned pieces of equipment directly supplemental thereto or any combination thereof on a shift. The Contractor shall employ a Working Foreman to supervise its Employees when it employs three (3) to five (5) Journeymen on a jobsite to operate individually manned pieces of earthmoving equipment including shovels (not individually manned), or individually manned pieces of equipment directly supplemental thereto or any combination thereof on a shift.

28.03.00 *Not Subject to Job Placement Regulations.* Foremen, Shifters, Heavy Duty Repair Foremen, and Master Mechanics shall not be considered as Employees as that term is defined and used in Exhibit "A" (Job Placement Regulations) of this Agreement, and they shall therefore not be subject to said Job Placement Regulations (i.e., they may be hired directly by the Contractor); but they shall be considered as Employees covered by this Agreement for all other purposes, including the provisions of Section 05.00.00, *Union Security*.

28.04.00 *Operation of Equipment by Foremen.* A Foreman or Shifter shall not operate any equipment or perform any work in any of the classifications covered by this Agreement, except in the event of an on-the-job emergency or in the event the regular Operator of said equipment or the Employee who regularly performs the work involved is absent. If it is anticipated that the absence will be of more than one (1) working day's duration, the Job Placement Center will be notified and requested to dispatch a replacement. A Working Foreman may operate equipment and may perform any work covered by this Agreement.

28.05.00 *Overtime Work for Foremen and Shifters.* When a Foreman's or Shifter's crew works overtime the Foreman or Shifter shall be afforded the opportunity to work the overtime.

28.06.00 *Overtime Work by Heavy Duty Repair Foremen and Master Mechanics.* When Heavy Duty Repairmen are performing shop work on an overtime basis, the Heavy Duty Repair Foreman or Master Mechanic who was in charge of the preceding straight-time work shall be afforded the opportunity to work said overtime, including Saturdays, Sundays, and Holidays.

28.07.00 *Benefit Payments.* The provisions of Section 14.03.00, *Payments to Trust Funds*, as well as the

provisions of Section 14.13.00, *Vacation and Holiday Pay Plan*, of this Agreement shall apply to Foremen, Shifters, Heavy Duty Repair Foremen, and Master Mechanics in the same amount and in the same manner as they apply to all other Employees covered by this Agreement.

28.08.00 *Rate of Pay.* A Working Foreman shall be paid one dollar and fifty cents (\$1.50), above the Group 12 wage rate. Foreman, Shifters, Heavy Duty Repair Foremen and Master Mechanics shall be paid two dollars and fifty cents (\$2.50) above the Group 12 wage rate. They shall be paid by the day, except for overtime which shall be paid by the hour and half hour.

29.00.00 ***SERVICING OTHER CRAFTS***

29.01.00 When Operating Engineers are employed to service a Specialty Craft or crafts (Man and/or Material Hoist Operators and Elevator Operators excluded, except when servicing Specialty Craft seventy-five percent (75%) of the time), they shall receive the wage scale and working conditions, including travel time and subsistence, of the Specialty Craft or crafts (welfare, pensions, vacation payments of the Specialty Craft or crafts excluded) if such wage scale and working conditions, including travel time and subsistence when added together, are in excess of the provisions contained in this Agreement.

29.01.01 Assistants to Engineer are excluded from the wage provisions but are entitled to all other working conditions of the Specialty Craft or crafts (welfare, pensions, and vacation payments of Specialty Craft or crafts excluded).

29.01.02 Employees on a particular project who are assigned to work with a Specialty Craft or crafts temporarily shall not be entitled to any of the conditions of the Specialty Craft or crafts. Temporarily shall be interpreted as meaning any work performed in a single day of four (4) hours or less.

29.01.03 When Employees covered by this Agreement are employed on a job or project where another craft or crafts works a short day or short week, such Employees shall be afforded the opportunity to earn an amount equal to a full shift, full day, or full week, as the case may be, at the applicable straight-time wage rate. This Section shall not apply to normal curtailment of work.

29.01.04 When Employees perform work covered by this Agreement in conjunction with another craft employed by the Contractor that is receiving overtime for the work being performed, said Employees shall be compensated on the same basis.

30.00.00 ***GENERAL SAVING CLAUSE***

30.01.00 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 08.00.00, *No Strike or Lockout*, shall continue to remain in full force and effect.

31.00.00 ***MODIFICATION OF AGREEMENT***

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

31.02.00 No oral or written agreement which conflicts or is inconsistent with this Agreement or any amendments thereto, shall be entered into between any Contractor and any Employee covered by this Agreement.

32.00.00 ***REPRESENTATIONS***

32.01.00 This document contains the entire agreement of the parties and neither party has made

representation to the other which are not contained herein.

33.00.00 **DURATION**

33.01.00 This Agreement shall be binding upon the respective parties effective September 1, 2012 to and including August 31, 2014, and shall be considered as renewed from year to year thereafter unless either party hereto shall give written notice to the other of its desire to modify, amend, or terminate the same. 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.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representative(s) have caused this Master Agreement to be executed on this 9th day of November, 2012.

EMPLOYER:

**GENERAL CONTRACTORS LABOR ASSOCIATION
("GCLA")**

/s/ William Wilson

William Wilson
President, GCLA

**BUILDING INDUSTRY LABOR ASSOCIATION
("BILA")**

/s/ Alan Shintani

Alan Shintani
President, BILA

UNION:

**OPERATING ENGINEERS LOCAL UNION
NO. 3 of the International Union of
Operating Engineers, AFL-CIO**

/s/ Russell E. Burns

Russell E. Burns
Business Manager

/s/ Fred Herschbach

Fred Herschbach
President

/s/ James K. Sullivan

James K. Sullivan
Recording-Corresponding Secretary

/s/ Dan Reding

Dan Reding
Financial Secretary

/s/ Pete Figueiredo

Pete Figueiredo
Treasurer

/s/ Pane Meatoga Jr.

Pane Meatoga, Jr.
District Representative

EXHIBIT "A"

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EXHIBIT "B"
VACATION AND HOLIDAY PAY

01.00.00 **CONTRACTOR PAYMENTS INTO THE VACATION AND HOLIDAY PAY**

01.01.00 Contractor payments into the Operating Engineers Vacation and Holiday Pay shall be made in the amount and in the manner as specified in Exhibit "B" (Vacation and Holiday Pay Plan) and Section 14.00.00 (Employee Benefits and Contractor Payments) of this Agreement.

01.02.00 Upon receipt and clearance of such payment by the Bank, the Contractor shall have no other responsibility or obligation with respect to the Vacation and Holiday Pay Plan and shall be fully released from any and all obligations hereunder.

01.03.00 Further, no Contractor shall be liable for the payments due from any other Contractor or for any of the expenses of administering the Vacation and Holiday Pay Plan.

02.00.00 **ADMINISTRATION OF THE VACATION AND HOLIDAY PAY**

02.01.00 The administration of the Vacation and Holiday Pay Plan shall be by and under a Fund Manager. The Fund Manager of the Operating Engineers Pension Trust Fund as provided in this Agreement shall be the Fund Manager of the Vacation and Holiday Pay.

02.02.00 The Fund Manager shall cause all money paid into the Bank and Transit Account to be transferred to a Trustee Account to be known as "Operating Engineers Local Union No. 3 Vacation and Holiday Pay" not less often than thirty (30) days after its deposit in the Transit Account.

02.03.00 All interest earned while funds are on deposit in the Transit Account shall be transferred by the Fund Manager to a revolving account from which the Fund Manager shall pay all expenses of every kind or nature incurred in carrying out this Vacation And Holiday Pay , including the entrance fee of the Credit Union and in the event such interest shall not be sufficient to pay such expenses so much of the interest earned by the Operating Engineers Local Union No. 3 Vacation and Holiday Pay Account as may be necessary to liquidate such expenses shall be transferred to the revolving account. The Fund Manager and his/her agents shall be bonded for the full amount on deposit in the revolving account at all times and such other amount as may be required by law. The cost of such bond or bonds shall be a proper expense of the Fund Manager.

02.04.00 The Fund Manager will maintain all records necessary to carry out this Vacation and Holiday Pay and supply the Operating Engineers Local Union No. 3 Credit Union at all times with the records necessary and proper to enable it to properly and accurately credit and issue to each Employee shares in said Credit Union as is provided for in Section 03.06.00, below. The Fund Manager shall comply with all requirements of law and make and file any and all reports required by law. He/She shall be entitled to act through agents specifically authorized by him/her in writing who if they handle funds shall be properly bonded.

02.05.00 The Fund Manager shall collect or cause to collect any delinquent amounts which are due to the in the same manner and with the same liquidated damages as specified in Section 14.16.00, *Delinquent Contributions and Collections* of this Agreement.

03.00.00 **PAYMENT OF VACATION AND HOLIDAY PAY BENEFITS TO EMPLOYEES**

03.01.00 During the months of April and October of each calendar year an Employee desirous of having his/her Vacation and Holiday Pay paid directly to him/her shall notify the Fund Manager on the form to be provided by the Fund Manager which the Employee can obtain at the office of the Fund Manager or any Job Placement Center of Operating Engineers Local Union No. 3 in Hawaii. Such form must be received at the office of the Fund Manager not later than five o'clock p.m. (5:00 p.m.) Hawaii Local Time on April 30 or October 31 of each calendar year.

03.02.00 In addition to those notifying the Fund Manager of their desire to be paid directly as set forth in

Section 03.01.00, immediately above, all Employees for whom payments of less than sixty dollars (\$60.00) have been made into this and received by the Fund Manager by March 31 (February hours) or September 30 (August hours) each calendar year shall be paid their Vacation and Holiday Pay directly.

03.03.00 On or before May 15 and November 15 of each calendar year the Fund Manager shall, as to each Employee giving the notice as set forth in Section 03.01.00, above, or who has not had sixty dollars (\$60.00) paid into the and received by the Fund Manager as specified in Section 03.02.00, above, draw a check payable to each such Employee in an amount equal to the Contractor payments made into the for and on behalf of such Employee plus such Employee's proportionate share of the interest earned as of March 31 and September 30 of each calendar year less expenses. These checks shall be sent postage pre-paid to the last known address of the Employee in the records of the Fund Manager, or if he/she has no such record, in the records of Operating Engineers Local Union No. 3. Principal and interest shall be separately stated on each such check.

03.04.00 Those checks which are returned or for whom the Fund Manager has no address shall be held by the Fund Manager for such Employee for a period of six (6) years and then destroyed by the Fund Manager. A carrying charge of one percent of the annual interest earned on all sums uncalled for shall be charged and shall be applied to the payment of the expenses of this.

03.05.00 An Employee may direct the Fund Manager to transfer his/her Vacation And Holiday Pay on a current basis to his/her account in the Credit Union, but only where a request for same has been initiated by said Credit Union by reason of loan or other payments due to the Credit Union. Such direction shall be in writing and shall state the minimum term for which it shall remain in effect and shall continue thereafter until revoked by the Employee in writing.

03.06.00 For an Employee who has sixty dollars (\$60.00) or more credited to his/her Vacation And Holiday account as of March 31 (February hours) and September 30 (August hours) of each calendar year (including interest earned as of those two dates less expenses) AND who does not request direct payment of said benefits as provided in Section 03.01.00, above, the Fund Manager shall, on or before May 15 and November 15 of each calendar year, transfer all sums due to said Employee to a special account of the Operating Engineers Local No. 3 Credit Union for the purchase of shares in the Credit Union for each such Employee. Shares as purchased shall be issued by the Credit Union to each such Employee as of May 31 and November 30 of each calendar year. Any amount less than one (1) share shall be carried to the credit of each such Employee.

03.07.00 In the event of the death or adjudicated incompetence of any Employee, the monies credited to him/her (exclusive of interest) will, upon presentation to the Fund Manager of a certified copy of the Certification of Death or Order adjudicating incompetence, be paid over to the beneficiary as such as designated under the Operating Engineers Health & Welfare Plan, or if no such beneficiary has been designated to the authorized representative of the estate of the deceased Employee or to the guardian or conservator of the estate of the incompetent Employee or as otherwise provided in the Probate Code of the State of Hawaii.

03.08.00 The Credit Committee of the Credit Union, not acting for the Credit Union but under this Plan, shall in emergency cases be empowered to direct the Fund Manager to immediately release the monies credited to the Employee concerned exclusive of interest, provided the total to be released is in excess of twenty-five dollars (\$25.00). Said emergencies shall be limited to the extent that an Employee will be allowed no more than two (2) withdrawals per year, one (1) in each accumulation period, on an emergency basis subject to the approval of the Credit Committee.

EXHIBIT "C"
UNDERGROUND WORK

01.00.00 GENERAL PROVISIONS

01.01.00 Except as herein specified, all other terms and conditions as set forth in the Master Agreement Covering Operating Engineers in the State of Hawaii shall apply to Underground Work as defined and covered by this Exhibit.

02.00.00 DEFINITIONS

02.01.00 For the purpose of this Exhibit, "tunnel," "raise," and "shaft" shall be defined as follows:

02.01.01 *Tunnel.* An underground excavation (lined or unlined) whose length exceeds its width and the inclination of the grade from the excavation is no greater than twenty degrees (20⁰) from the horizontal.

02.01.02 *Raise.* An underground excavation (lined or unlined) whose length exceeds its width and the inclination of the grade from the excavation is greater than twenty degrees (20⁰) from the horizontal.

02.01.03 *Shaft.* An excavation (lined or unlined) made from the surface of the earth, generally vertical in nature, but may decline up to seventy-five degrees (75⁰) from the vertical, and whose depth is greater than fifteen (15) feet and its largest horizontal dimension. Includes an underground silo.

03.00.00 WORK COVERED

03.01.00 The work covered by this Exhibit shall be all work and equipment involved in the excavation and initial lining, if applicable, of work undertaken below the surface of the earth (except open ditches, excavations, and jacking operations under highways, railroad embankments, etc.) including but not limited to tunnels, shafts, adits, raises, subways, chambers, and other underground installations (such as, but not limited to, underground power houses, storage facilities, offices, control centers, or surge chambers, including the lining of same) which falls within the jurisdiction of the Union or requires the operation of equipment of the kind and type covered by the Master Agreement Covering Operating Engineers In The State Of Hawaii.

03.02.00 Subject to the provisions of Section 28.10.00, *Field Survey Work* of the aforementioned Master Agreement, all tunnel survey work, including the use of laser beams, is work covered by this Exhibit.

03.03.00 Where open cut work is covered or decked, regardless of the material(s) used, and Employees are required to work under such cover, they shall work under and be paid in accordance with the terms and conditions of this Exhibit for all excavation work.

04.00.00 PORTAL TO PORTAL

04.01.00 The Contractor shall pay an Employee covered by this Agreement working within tunnels, adits, or shafts, on a portal to portal basis as follows: The hours employment of such Employee shall commence at the portal of the tunnel, adit, or shaft at which he/she is directed by the Contractor to report for work on his/her shift and shall end at such portal.

04.02.00 If the change house is located more than one thousand two hundred fifty (1,250) feet from a portal, adit, or shaft, then the time of work shall start and end, for pay purposes, at the change house.

05.00.00 CHANGE HOUSE

05.01.00 The Contractor shall establish and maintain a change house within a reasonable distance of each portal, adit, or shaft which shall include showers, toilet facilities, lockers and heating and drying facilities in accordance with the number of Employees/individuals in each crew. Each change house shall be so constructed to provide that all clothing will dry between shifts.

05.02.00 The Contractor will reimburse Employees for clothing or personal belongings in an amount up to three hundred (\$300.00) in the event the change house is destroyed by fire, provided a claim form is filed as required by the applicable insurance company.

05.03.00 This Section 05.00.00 shall not apply to short dry tunnels such as under highways or railroad embankments, nor shall it apply where the length or depth of the tunnel, adit, or shaft, the duration of the job, or other exigencies of the situation makes a change house unnecessary.

06.00.00 SPECIAL CLOTHING AND SAFETY EQUIPMENT

06.01.00 The Contractor shall furnish Employees performing work covered by this Exhibit with necessary rubber clothing, goggles, shock proof gloves, boots, miner's hard hats, and all other safety and protective equipment as may be required by applicable State or Federal safety regulations for the work being performed. Employees shall be responsible for the proper care, use, and maintenance of such equipment as is issued or assigned to them, and they shall return same to the Contractor upon completion of its use.

07.00.00 MANHAUL VEHICLES

07.01.00 Manhaul vehicles used for personnel transport, but not designed for this purpose, shall be provided with safe seating and side and end protection to prevent falls. Convenient means of mounting and dismounting the vehicles shall be provided. Adequate protection shall be provided during inclement weather. A bell or other means of communication with the Operator shall be installed.

08.00.00 MINIMUM CREW

08.01.00 It is understood that there are various types and sizes of moles and mining machines which may necessitate increasing or decreasing the crew size, in which event the Contractor and the Union shall agree at the pre-job conference upon the crew size to perform the operation and repair of said equipment. If the Contractor and the Union are unable to agree upon the crew size, the matter shall be referred for resolution in accordance with the provisions of Section 11.05.00, *Additional Work or Classifications* of the Master Agreement.

09.00.00 WAGE RATE FOR RAISE OR SHAFT WORK

09.01.00 An Employee performing work in a raise or shaft as defined and covered by this Exhibit shall receive a premium of forty cents (\$.40) per hour in addition to his/her regular straight-time rate as set forth in Section 01.00.00, *Classification & Hourly Wage Schedule* of the Master Agreement Covering Operating Engineers In The State Of Hawaii.

09.02.00 For purposes of computing overtime for said Employee, the aforementioned premium(s) shall be treated as a part of the Employee's regular straight-time rate (i.e., the hourly overtime rate shall be computed at one and one-half times (1 ½) (or two [2] times, as the case may be) the Employee's total straight-time rate, including the premium).

10.00.00 WAGE RATES FOR TUNNEL WORK

Classification Grouping	Effective 2/27/12	Effective 9/3/12	Effective 9/2/13
1	\$35.74	\$36.24	
2	\$35.85	\$36.35	
3	\$36.02	\$36.52	
4	\$36.29	\$36.79	
5	\$36.50	\$37.10	
6	\$37.25	\$37.75	
7	\$37.57	\$38.07	
8	\$37.68	\$38.18	
9	\$37.79	\$38.29	
9A	\$38.02	\$38.52	
10	\$38.08	\$38.58	
10A	\$38.23	\$38.73	
11	\$38.38	\$38.88	
12	\$38.74	\$39.24	
12A	\$39.10	\$39.60	

* The Union may allocate the increases to wages and/or fringe benefits during the term of this Agreement. Any increase in wages and/or fringe benefits in 2013 shall be effective September 2, 2013.

EXHIBIT "D"
DIVING OTHER THAN AQUA LUNG

01.00.00 GENERAL PROVISIONS

01.01.00 The provisions of this Exhibit, to the extent that they may differ from any specific provision as set forth in the main body of the Master Agreement, shall supersede and be controlling over such provision.

02.00.00 COVERAGE

02.01.00 *Geographical Area Covered.* This Exhibit shall cover and apply to the State of Hawaii.

02.02.00 *Work Covered.*

02.01.01 Divers/Underwater Construction Workers—Handle all diving incidental to undersea cables/pipes or outfalls/force mains/rockwalls and dredging.

02.01.02 This Exhibit shall also cover and apply to all submarine diving and tending work of any type of the Contractor, including but not limited to the wrecking of ships, construction, reconstruction, repairing, inspecting, removing, rescuing, and recovering of all objects below the surface of the water which require the use of diving apparatus. The Contractor shall be the judge in deeming where diving is necessary.

03.00.00 CLASSIFICATIONS AND RATES OF PAY FOR DIVERS AND TENDERS

03.01.00 All work covered by this Exhibit and all equipment used in the performance of that work, regardless of when the work was bid or let, shall be performed and/or operated by Employees who shall be obtained exclusively in accordance with the provisions of Section 27.00.00, *Referral, Hiring, And Employment* and Exhibit "A", *Job Placement Regulations* of the Master Agreement. The Employees shall be employed in the classifications and at the wage rates as set forth below, it being understood that new or additional classifications may be added hereunder pursuant to the provisions of Section 11.05.00, *Additional Work or Classifications* of the aforesaid Master Agreement.

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$37.72	\$38.22	
Tenders		

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$40.75	\$41.25	
Stand-By Divers		

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$59.50	\$60.00	
Divers		

* The Union may allocate the increases to wages and/or fringe benefits during the term of this Agreement. Any increase in wages and/or fringe benefits in 2013 shall be effective September 2, 2013.

04.00.00 DIVING GEAR, AIR COMPRESSOR, AND TORCH

04.01.00 The furnishing of diving gear, air compressor, and/or torch by the Diver or by the Contractor shall

be at the Contractor's option. For each day that Diver-furnished diving gear, air compressor, and/or torch is used, the Diver shall receive the following rental rates:

Diving Gear..... \$75.00 per day
Air Compressor 50.00 per day
Torch (Contractor to maintain said torch)..... 40.00 per day

04.02.00 The following items are not considered gear or special equipment and shall be provided by the diver:

- | | | |
|-------------------------------------|-----------------|--------------------------|
| •wet suit, dry suit or diving dress | •4-pound hammer | •weight belt and weights |
| •10" and 12" crescent wrenches | •chafing gear | •harness |
| •knife | •mask | •fins or boots |
| •regulator | •depth gauge | •gloves |

05.00.00 HOURS AND OVERTIME

05.01.00 Divers.

05.01.01 Not less than eight (8) hours at the applicable wage rate shall be paid to the Diver for the work performed (including standby) on any one (1) shift, whether he/she dives or not, plus gear, torch, and compressor rental (if furnished and used).

05.01.02 Where or when a Diver is working on a regular shift, any overtime worked before or after his/her regular shift of eight (8) hours shall be paid for at the applicable overtime rate reckoned by the hour and half-hour times the Diver's hourly wage rate.

05.01.03 Any work performed by a Diver on Saturdays, specified in Section 12.01.20 of the Master Agreement shall be paid for at not less than eight (8) hours at one and one-half (1-1/2) times the daily diving rate as defined in Section 05.01.02, immediately above, plus gear, torch, and compressor rental, if applicable.

05.01.04 Any work performed by a Diver between 3:30 p.m. and 7:00 a.m. (except overtime before or after a regular shift) on work other than shift work shall be paid for at not less than eight (8) hours at two (2) times the daily diving rate as defined in Section 05.01.02 above, plus gear, torch, and compressor rental, if applicable. Sundays or holidays shall be paid for at not less than eight (8) hours at two and one half (2-1/2) times the daily diving rate.

05.01.05 Shift work and payment therefore shall be in accordance with the Master Agreement.

06.00.00 TENDER

06.01.00 Not less than eight (8) hours at the applicable wage rate shall be paid to the Tender for the work performed (including standby) on any one shift.

06.02.00 Any work performed by a Tender before or after his/her regular shift of eight (8) hours shall be paid for at one and one-half times (1-1/2) his/her regular straight-time rate.

06.03.00 Any work performed by a Tender on Saturdays, specified in Section 12.01.20 of the Master Agreement shall be paid for at not less than eight (8) hours at one-and-one-half (1-1/2) times his/her regular straight-time rate. Sundays or holidays shall be paid for at not less than eight (8) hours at two (2) times his/her regular straight-time rate.

06.04.00 Any work performed by a Tender between 3:30 p.m. and 7:00 a.m. (except overtime before or after a regular shift) on work other than shift work, shall be paid for at not less than eight (8) hours at two (2) times his/her regular straight-time rate.

06.05.00 Shift work and payment therefore shall be in accordance with the Master Agreement.

07.00.00 **WORKING RULES**

07.01.00 *Diving Crew.*

07.01.01 A diving crew shall consist of not less than two (2) Employees: a Diver and a Tender.

07.01.02 All Divers shall have the right to designate their own Tenders.

07.01.03 While engaged in diving or decompression, the diving crew shall not perform any other work outside of actual diving, decompression, and care of gear.

07.02.00 *Tools.* In all cases where a Diver is working, the Contractor shall furnish all underwater tools of the trade necessary to perform such underwater work except small tools such as wrenches, hammers, etc. There shall be no exceptions to this rule.

07.03.00 *No Piecework.* No member of a diving crew shall be permitted to receive compensation on a piecework basis.

07.04.00 *"Straight-Through" Work.* When a Diver or Tender is called upon to work straight through a job on a continuous basis, all consecutive hours worked beyond the first regularly established shift shall be paid for at the overtime rate. No Diver or Tender shall return to a straight-time pay basis under these circumstances until he/she shall have had eight (8) consecutive hours of rest.

07.05.00 *Decompression.* Double lock decompression chambers, adequately equipped and with compressor attached, shall be furnished by the Contractor and shall be available at all times for use on all dives below seventy-five (75) feet. All time spent by Divers in decompression chambers and Tenders attending them therein shall be paid for as per Sections 05.01.00 and 06.00.00 of this Exhibit.

07.06.00 *Salary Employment.* In cases where a Diver is employed on a semi-annual or annual basis, it shall be permissible for him/her to accept such employment as long as the monthly rate is not below the minimum wage of twenty (20) times the daily diving rate per month, plus gear, torch, and compressor rental, if applicable.

08.00.00 **DEPTH MONEY**

08.01.00 On any dive exceeding fifty (50) feet, the Diver shall, in addition to the amounts specified in Section 05.01.00 of this Exhibit, be paid the following amounts as "depth money":

50 feet to 100 feet

\$1.50 per foot in excess of 50 feet

100 feet to 150 feet

\$100.00 plus \$2.00 per foot in excess of 100 feet

150 feet to 200 feet

\$200.00 plus \$3.00 per foot in excess of 150 feet

Over 200 feet

The Diver shall have the right to designate his/her own rate, but in no case shall that rate be lower than the above-specified rate for depths of less than 200 feet.

09.00.00 **ENCLOSED WORK**

09.01.00 *Able to Stand Erect.*

09.01.01 When it is necessary for a Diver to enter any pipe, tunnel, or other enclosure in which he/she is able to stand erect, but in which there is no vertical ascent, said Diver shall, in addition to the amounts specified in Sections 05.01.00 and 08.00.00 of this Exhibit, receive a premium in accordance with the following schedule:

<u>Distance Traveled From Entrance Of Pipe, Tunnel, or Other Enclosure</u>	<u>Amount of Premium</u>
5 feet to 50 feet	\$ 5.00 per day
50 feet to 100 feet	7.50 per day
100 feet to 150 feet	12.50 per day

09.01.02 For distances in excess of one hundred fifty (150) feet, the amount of premium paid to the Diver in the pipe, tunnel, or other enclosure shall be increased an additional seven dollars and fifty cents (\$7.50) for each succeeding fifty (50) feet, and another Diver shall be stationed at the entrance to the pipe, tunnel, or other enclosure.

09.02.00 *Unable to Stand Erect.*

09.02.01 When it is necessary for a Diver to enter any pipe, tunnel, or other enclosure in which he/she is unable to stand erect and in which there is no vertical ascent, said Diver shall, in addition to the amounts specified in Sections 05.01.00 and 08.00.00 of this Exhibit, receive a premium in accordance with the following schedule:

<u>Distance Traveled From Entrance Of Pipe, Tunnel, or Other Enclosure</u>	<u>Amount of Premium</u>
5 feet to 50 feet	\$ 5.00 per day
50 feet to 100 feet	7.50 per day
100 feet to 150 feet	12.50 per day
150 feet to 200 feet	36.75 per day
200 feet to 300 feet	1.00 per foot
300 feet to 450 feet	1.50 per foot
450 feet to 600 feet	2.50 per foot

09.03.00 For distance greater than one hundred fifty (150) feet, the Diver in Charge shall man the work with such additional Divers, Tenders, and equipment as may be required to assure the safety of the Diver.

10.00.00 ***HELIUM OXYGEN TECHNIQUES***

10.01.00 In the event that Contractors covered by this Exhibit wish to engage in work covered by this Exhibit utilizing helium oxygen techniques, the Union and the Association shall negotiate appropriate terms and conditions applicable to such work.

EXHIBIT "E"
OPERATING ENGINEERS LOCAL UNION NO. 3
AUTHORIZATION FOR CHECK-OFF OF DUES,
INITIATION OR REINSTATEMENT FEE

TO: _____

DATE: _____

I hereby authorize the above named employer to withhold from my wages earned, or to be earned by me as an employee, in my present or in any future bargaining unit employment of the above-named employer, my monthly membership dues, including an initial or reinstatement fee if applicable, in such sums as may be established from time to time by the Operating Engineers Local Union No. 3, in accordance with the Bylaws and the Constitution of Operating Engineers Local Union No. 3, and I hereby direct you to remit same to Operating Engineers Local Union No. 3 at such times and in such manner as may be agreed upon between you and Operating Engineers Local Union No. 3.

Initiation Fee or Reinstatement Fee to be deducted as follows:

- Deduct \$ _____ on the first pay day of the first month after the employer receives this authorization for my initiation or reinstatement fee to Operating Engineers Local Union No. 3. This deduction shall continue until the amount of \$ _____ has been deducted and transmitted to Operating Engineers Local Union No. 3 as my initiation or reinstatement fee.

Monthly Dues to be deducted as follows:

- Deduct \$ _____ on the first pay day of the first month after deductions begin, then continue to deduct on a monthly basis an amount equal to the monthly Union dues of not less than \$ _____ or the sum as may be established from time to time by Operating Engineers Local Union No. 3 monthly.

Authorizations received less than ten (10) calendar days before the end of the month may begin the deductions on the first pay day of the second month after the employer receives this authorization for the check-off of dues.

This authorization and direction shall be irrevocable for a period one (1) year from the date of signature of the authorizing employee or until the termination of the collective bargaining agreement between the Company and Operating Engineers Local Union No. 3, which is in force at the time of signature of this authorization, whichever occurs sooner.

This authorization and direction may be only revoked by my giving written notice by mail to the Company and Operating Engineers Local Union No. 3, which must be received by both during the ten (10) day period immediately succeeding my application anniversary date. In the absence of such notice of revocation sent and received in accordance with the foregoing, this authorization and direction shall be irrevocably renewed for additional periods of one (1) year.

This authorization and direction shall remain in force and shall remain irrevocable, except as provided in the foregoing, notwithstanding continued membership or resignation as a member of Operating Engineers Local Union No. 3. This authorization and direction is not contingent upon current or future membership in Operating Engineers Local Union No. 3. The authorization shall be in full force and effect until revoked by the undersigned or by Operating Engineers Local Union No. 3.

This authorization is made pursuant to the provisions of Section 302 (c) of the Labor Management Relations Act of 1947, 29 USC § 186(c), and otherwise.

PRINT Employee Name

XXX-XX-_____
(Last four digit of SS#)

Billing/Contract No. _____

(Employee's Signature)

For Office Use Only		
Employer's Copy <input type="checkbox"/>	Employee's Copy <input type="checkbox"/>	Local 3's Copy <input type="checkbox"/>

EXHIBIT "F"
AUTHORIZATION FOR CREDIT UNION CHECK-OFF

CREDIT UNION CHECK-OFF
CREDIT UNION AUTHORIZATION FOR CHECK-OFF
Operating Engineers Local Union No. 3

District

TO: _____
Employer's Name

Employer's Main Address

Branch or Job Address

I (Print Name) _____

Payroll No. _____

a member of Operating Engineers Local Union No. 3, do hereby authorize you to deduct \$_____ from my pay each payroll period or, from my 1st , 2nd , 3rd , 4th payroll period of each month, and turn over such monies so deducted to the Treasurer, Operating Engineers Local Union No. 3 Credit Union, P.O. Box 2082, Dublin, California 94566.

This authorization shall become operative upon execution by me and delivery thereof, and shall remain in effect for the duration of my employment by you, subject to receipt from me of a written notice of revocation or change of address and delivered to you and to the Credit Union.

Start Change Cancel

Effective Date: _____

Signed: _____ Date: _____

Social Security No.: _____

INSTRUCTIONS: To start, change or cancel your payroll deductions for the purchase of Credit Union Shares (or Loan Payments), complete two (2) copies of this authorization, checking the appropriate boxes, and mail BOTH COPIES to the Credit Union Office, P.O. Box 2082, Dublin, California 94566. After processing, the Credit Union will forward one (1) copy to your Employer's Payroll Department.

NOTE: It is the Employer's option whether deductions will be made from each pay period or from one (1) pay period of each month. If you do not know which procedure your Employer uses, ask your Timekeeper, Paymaster, or contact the Credit Union Office.

EXHIBIT "G"
CERTIFICATION OF RECEIPT AND ACCEPTANCE MASTER
AGREEMENT COVERING OPERATING ENGINEERS IN THE STATE OF HAWAII

THE UNDERSIGNED CONTRACTOR hereby acknowledges receipt of the MASTER AGREEMENT COVERING THE OPERATING ENGINEERS IN THE STATE OF HAWAII as effective to and including August 31, 2014 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 herein above set forth, the undersigned Contractor agrees to abide by all terms and conditions in said Agreement and any amendments, modifications, changes, extension, and renewals, thereto. Any such amendments, modifications, changes, extensions, and renewals made to the Agreement hereafter shall become effective and shall remain in full force and effect only upon execution by the undersigned Union and the negotiating Associations 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.

OPERATING ENGINEERS LOCAL UNION NO. 3
of the International Union of Operating
Engineers, AFL-CIO

Fred Herschbach, President

Carl Goff, Vice President

James K. Sullivan, Recording-Corresponding Secretary

Russell E. Burns, Business Manager

Dan Reding, Financial Secretary

Contractor to sign 4 copies and mail
(or deliver) all 4 copies to:
Operating Engineers Local Union No. 3
1075 Opakapaka Street
Kapolei, Oahu, HI 96707

After countersignature by Union, Union will
distribute copies as follows:

- Copy #1 -- For Union
- Copy #2 -- To Contractor
- Copy #3 -- To Trust Fund Administrative Office
- Copy #4 -- To General Contractors Labor Association
c/o Hawaii Employers Council
P. O. Box 29699
Honolulu, Hawaii 96820
OR
To Building Industry Labor Association
P. O. Box 17659
Honolulu, Hawaii 96817

Contractor

By _____
Authorized Signature

Date of Signature

Street Address of Above Contractor:

Street Address

City State Zip Code

Mailing Address Of Above Contractor:

Zip Code

Telephone Number

State of Hawaii Contractor's License No.

EXHIBIT "H"
NOTIFICATION TO OPERATING ENGINEERS' UNION
REGARDING NIGHT WORK
(Applicable to government, As Well as Private Projects)

Date of Submittal

TO: Operating Engineers Local Union No. 3
of the International Union of Operating Engineers, AFL-CIO
1075 Opakapaka Street
Kapolei, Oahu, HI 96707

This is to inform you 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"

01.00.00 DREDGING--CLAMSHELL AND HYDRAULIC SUCTION

01.01.00 *General Provisions.* The provisions of this Dredging Exhibit, to the extent they differ from any specific provision as set forth in the main body of the Master Agreement covering Operating Engineers in the State of Hawaii, shall supersede and be controlling over such provisions.

01.02.00 *Coverage Clamshell and Dipper Dredge.* This Exhibit shall cover all clamshell and dipper dredging work performed by the Contractor when operating from a barge. The term "clamshell and dipper dredging work" herein is understood to include all clamshell equipment, and the maintenance and repair on the jobsite (except for specialized requirements which would require commercial maintenance and/or repair work) and in the Contractor's yard and shop (including the operation of all power machine tools), of all the equipment the Employees operate. Clamshell or dipper dredge work removing materials from piers, bridge piers, gas, water, oil, sewer pipelines, underwater tunnels, tubes, or vehicular tubes, shall take the wage rates set forth in Section 02.00.00, and the working conditions of this Exhibit. Any classification not shown herein shall take the heavy construction rates as set forth in the current Master Agreement covering the State of Hawaii, and the working conditions as set forth in this Exhibit.

01.03.00 *Hydraulic Suction Dredge.*

01.03.01 This Exhibit shall cover all hydraulic and suction dredging work carried on by the Contractor. The term "hydraulic and suction dredging work" herein is understood to include the operation of hydraulic suction operations where regular hydraulic dredge equipment is used on shore, towing dredge to and from jobsite and the maintenance and repair on the jobsite (except for specialized requirements which would require commercial maintenance and/or repair work) and in the Contractor's yard and shop, including the operation of all power machine tools, of all the equipment the Employees operate. Any classification not shown herein shall take the heavy construction rates as set forth in the current Master Agreement covering the State of Hawaii, and the working conditions as set forth in this Exhibit.

01.03.02 When the Contractor uses anyone other than a uniformed or armed guard to perform guarding duties, he/she shall use an Employee covered by this Exhibit. The guard's duties are limited to security. Contractor retains the option whether to have the dredge guarded or to have a watchman on board.

02.00.00 WAGES AND CLASSIFICATIONS

02.01.00 *Employees Covered.* On all work covered by this Exhibit, when performed, and in all instances in which equipment used in the performance of work by this Exhibit is operated, regardless of when the work was bid or let, such work shall be performed and such equipment shall be operated by Employees obtained in accordance with Section 26.00.00 *Referral, Hiring And Employment* and Exhibit "A," Job Placement Regulations of the main body of the Master Agreement for State of Hawaii, and they and each of them shall be employed in the classifications and at the wage scales as follows, including such addition as may be made in accordance with Section 11.05.00 of said Master Agreement.

02.02.00

02.02.01 *Clamshell or Dipper Dredges*

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$38.44	\$38.94	

Clamshell or Dipper Operator

2/27/12 9/3/12 9/2/13*
\$37.78 \$38.28

Mechanic or Welder, Watch Engineer

2/27/12 9/3/12 9/2/13*
\$37.38 \$37.88

Deckmate, Barge Mate

2/27/12 9/3/12 9/2/13*
\$35.72 \$36.22

Bargeman, Deckhand, Fireman and Oiler

02.02.02 *Hydraulic Suction Dredges.*

2/27/12 9/3/12 9/2/13*
\$38.08 \$38.58

Leverman

2/27/12 9/3/12 9/2/13*
\$37.93 \$38.43

Watch Engineer (Steam or Electric)

2/27/12 9/3/12 9/2/13*
\$37.78 \$38.28

Mechanic or Welder

2/27/12 9/3/12 9/2/13*
\$37.72 \$38.22

Dozer Operator

2/27/12 9/3/12 9/2/13*
\$37.38 \$37.88

Deckmate

2/27/12 9/3/12 9/2/13*
\$37.27 \$37.77

Levee Foreman, Winchman (Stem Winch on Dredge)

2/27/12 9/3/12 9/2/13*
\$35.72 \$36.22

Deckhand (can operator Anchor Scow under direction of Deckmate), Fireman, Leveeman, Oiler

02.02.03 *Derricks.*

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$38.44	\$38.94	

Operators (Derricks, Piledrivers and Cranes)

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$37.78	\$38.28	

Saurman Type Dragline (over five [5] cubic yards)

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$37.38	\$37.88	

Deckmate, Saurman Type Dragline (up to and including five [5] cubic yards)

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$35.72	\$36.22	

Deckhand, Fireman, Oiler

02.02.04 *Boat Operators.*

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$38.08	\$38.58	

Master Boat Operator

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$37.93	\$38.43	

Boat Operator

<u>2/27/12</u>	<u>9/3/12</u>	<u>9/2/13*</u>
\$35.72	\$36.22	

Boat Deckhand

* The Union may allocate the increases to wages and/or fringe benefits during the term of this Agreement. Any increase in wages and/or fringe benefits in 2013 shall be effective September 2, 2013.

02.02.05 When a Clamshell or Dipper Operator having direct charge in its daily operations is used on a dredge in lieu of a Captain or Supervisor, his/her straight-time rate of pay shall be increased one dollar (\$1.00) per hour over the applicable group rate in this Section.

02.02.06 When a Leverman (Hydraulic Dredges) having direct charge in its daily operations is used on a dredge in lieu of a Captain or Supervisor, his/her straight-time rate of pay shall be increased one dollar (\$1.00) per hour over the applicable group rate in this Section.

02.02.07 When a Deck Foreman (i.e., Deckmate having direct charge of a shift in its daily operations) is

used on a Derrick Barge and/or Whirley, he/she shall receive the rate of the Head Leverman or Clamshell/Dipper Operator. This shall not apply to Derrick Barges and/or Whirleys when used as attendant equipment in dredging operations.

02.03.00 *Booms.* The straight-time hourly wage rate of Clamshell Operators on clamshell or dipper dredges with booms over one hundred thirty feet (130'), including jib, shall be according to the following schedule and added to the straight-time hourly wage rates set out in Section 02.01.01 of this Exhibit, and such increase in the straight-time hourly rate shall apply for the full shift and all overtime work.

Booms over one hundred thirty feet (130') — \$.50

02.04.00 When the Contractor transfers, or the Employee is required to walk the pipeline from dock to dredge and/or from shore to dredge, or from dredge to dock, or from dredge to shore, when the Employees are going to work or returning there from, should the normal boat time taken in transfer, or walking at the rate of three (3) miles per hour, in either direction exceed ten (10) minutes, they shall receive two dollars and twenty-five cents (\$2.25) for each fifteen (15) minutes or fraction thereof that the transfer exceeds ten (10) minutes.

03.00.00 **WORKING RULES**

03.01.00 The Contractor will make available to each regular Employee who is working Monday, forty (40) hours of work each week, while the dredge is on the job working, subject to the following exemptions, in which cases forty (40) hours need not be made available.

03.01.01 Short weeks due to starting and finishing a job.

03.01.02 Major breakdowns.

03.01.03 Shutdowns or shorter weeks by order of the Contracting Authority; a copy of such order must be submitted to the Union.

03.01.04 Yard or lay-up base work.

03.01.05 When holidays specified in the Master Agreement fall within the week, in which event the workweek will be reduced by eight (8) hours for each such holiday.

03.01.06 Shutdown due to adverse wave conditions; provided, however,

(1) such shutdown may be for the duration of the adverse wave conditions but not more than once in any one (1) week;

(1) if work is started and a shutdown occurs, Employees shall be paid for the entire shift.

03.02.00 On single-shift operations from the time the dredge commences dredging until it completes the dredging, eight (8) consecutive hours between 6:00 a.m. and 4:00 p.m., including repair work shall constitute a workday at the jobsite. On mobilization and demobilization and on repair work other than at the jobsite, eight (8) consecutive hours of work (exclusive of meal period) between the hours of 6:00 a.m. and 4:30 p.m. shall constitute a workday.

03.03.00 On a two (2) shift operation, eight consecutive hours between 8:00 a.m. and 4:00 p.m., and between 4:00 p.m. and 12:00 midnight, shall constitute a workday unless mutually agreed upon otherwise at the Pre-Job Conference.

03.04.00 On a three (3) shift operation, eight consecutive hours between 8:00 a.m. and 4:00 p.m. and 12:00 midnight, and 12:00 midnight and 8:00 a.m. shall constitute a workday unless mutually agreed upon otherwise at the Pre-Job Conference.

03.05.00 The full crew employed in the operation of a dredge shall all commence work at the designated starting time of the shift. When more than one (1) shift is worked, shifts shall run consecutively unless mutually agreed upon otherwise at the Pre-Job Conference. The starting time for Employees on a project under this Exhibit shall be the same for all Employees on that project; provided, however, that an earlier starting time may be

established for all the Mechanics, Welders, Mechanic/Welder Apprentices, Deckmates and Watch Engineers employed on said project or shift.

03.06.00 When the dredge is being repaired or not operating due to weather or other conditions during the prosecution of a contract, the same wage scale shall be maintained as when the dredge is in operation.

03.07.00 Except for watch rotation, no Employee shall work more than eight (8) hours straight-time in any consecutive twenty-four (24) hour period.

03.07.01 An Employee shall not revert to straight-time unless he/she had been released from work for at least six (6) hours of rest.

04.00.00 WATCH ROTATIONS

04.01.00 When more than one watch is employed, watches shall be rotated at least twice a month, or as mutually agreed between the Union and the Contractor.

05.00.00 WORK STATIONS

05.01.00 It is understood that all Employees employed for definite stations within the operation will not be permitted to work, or to perform work, that has to do with the elimination of any classification herein embodied. When the Employees are employed in more than one classification during a shift, they shall be paid at the rate of pay of the classification receiving the higher rate, except when relieving an Employee for a meal period, they shall receive the rate of pay of their regular classification. When overtime before or after a shift is performed, Employees assigned to such work during the regular shift shall have the first choice to work the overtime.

05.02.00 Assistance. No Employee dispatched to a Contractor in an Assistant to Engineer classification under the Job Placement Regulations shall be assigned by the Contractor to perform the work of an Operating Engineer, except in case of emergency and in that event not to exceed one (1) workweek; provided, however, a Registered Apprentice may perform such work as may be required under the rules adopted by the Joint Apprenticeship Committee of Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund.

06.00.00 CHANGE QUARTERS

06.01.00 It is understood that all Employees covered by this Exhibit shall be provided with proper quarters within a reasonable distance of their work place where they may change their clothing when going to and returning from work. Said quarters shall be suitably lighted, and shall be maintained at a proper temperature and in a sanitary condition with toilet facilities provided. This shall also apply to barges presently being constructed and those to be constructed in the future.

07.00.00 GEAR TO BE FURNISHED

07.01.00 Boots, rain clothing, life jackets, hard hats, eye, hearing and hand protection shall be furnished by the Contractor when required for the performance of work, not later than the start of an Employee's second shift of employment. The Contractor shall retain as a deposit from the Employee's compensation the cost of said gear, which deposit will be refunded to the Employee when said equipment is returned at the completion of the work.

07.02.00 The Contractor agrees to replace Employee-furnished welder leathers, hoods and goggles which become unserviceable due to use (excluding normal wear and tear) or are accidentally destroyed on the job. Lenses for hoods and goggles will be furnished by the Contractor.

07.03.00 The Contractor shall furnish all tools required by the Contractor including flashlights and batteries.

08.00.00 MINIMUM NUMBER OF EMPLOYEES ON DREDGES (CLAMSHELL)

08.01.00 Clamshell and Dipper Dredges. The minimum crew of each shift on each clamshell and dipper dredge in clamshell dredge operations shall be as follows:

08.01.01 The minimum crew on each shift for clamshell and dipper dredges that are spud rigs while side

casting or doing levee work shall be two (2) Employees: one Fireman, Oiler, Deckhand or Bargeman, and one (1) Clamshell or Dipper Operator.

08.01.02 The minimum crew of each shift for clamshell and dipper dredges other than spud rigs (while side casting or doing levee work) shall be three (3) Employees: one (1) Fireman, Oiler, Deckhand or Bargeman, one (1) Deckmate/Barge Mate or Watch Engineer, and one (1) Clamshell or Dipper Operator.

08.01.03 For clamshell and dipper dredges loading dump barges, there shall be four (4) Employees: one (1) Clamshell or Dipper Operator, one (1) Deckmate/Barge Mate or Watch Engineer and two (2) of the following: Fireman, Oiler, Deckhand or Bargeman, in addition to the required manning on the barges.

08.01.04 When operating in inland waters, there shall be two (2) Employees on manually operated dump barges, which may be any of the following: Fireman, Oiler, Deckhand or Bargeman. Where the gates are power-operated there shall be two (2) Employees which may be any of the above on the dump barge, except on power-operated dump barges where the tug and barge is pushing or tied side by side, then in such case there shall be one (1) Fireman, Oiler, Deckhand or Bargeman Employee; or when the barge is dumped by remote control, there shall be one (1) Employee, which may be any of the above.

08.01.05 When operating outside of the boundary line of inland water, there shall be a minimum crew of two (2) Employees to a shift, which may be any of the following: Fireman, Oiler, Deckhand or Bargeman, except when the barge is dumped by remote control, there shall be no Employees. During ocean operations beyond the boundary lines of inland waters, these Employees shall remain within sheltered waters and perform barge work as assigned.

08.01.06 If any work is performed on the barges it shall be by Employees covered under this Exhibit.

08.01.07 The crews specified in this Section are understood to be minimum. It is recognized that considerations of safety, reasonable workload, and other factors may require that large crews be employed under particular circumstances where additional Employees are to be determined at the Pre-Job Conference and such additional Employees required shall be Employees covered under this Exhibit.

08.01.08 When a shore crew is required on any shift, there shall be at least two (2) Employees on said shift at a jobsite.

09.00.00 ***MINIMUM NUMBER OF EMPLOYEES ON DREDGES AND TUGBOATS***

09.01.00 The minimum crew on each shift in dredging operation for dredges under ten inches (10") shall be three (3) Employees: one (1) Leverman; one (1) Watch Engineer; and one (1) other Employee.

09.02.00 The minimum crew on each shift in dredging operation for dredges ten inches (10") up to and including sixteen inches (16") shall be four (4) Employees: one (1) Leverman; one (1) Watch Engineer; one (1) Deckmate; and one (1) other Employee.

09.03.00 The minimum crew on each shift in dredging operation on dredges over sixteen inches (16") up to and including thirty inches (30") shall be five (5) Employees, the composition of which shall be one (1) Leverman; one (1) Watch Engineer; one (1) Deckmate; and two (2) other Employees.

09.04.00 The minimum crew and its composition for and on dredges more than thirty inches (30") shall be determined by mutual agreement, disagreement to be subject to Section 23.00.00 of the main body of the Master Agreement for the State of Hawaii.

09.05.00 There shall be two (2) Employees on manually operated dump barges. Where the gates are power operated, there shall be one (1) Employee on the dump barge.

09.06.00 The minimum crew on a tugboat or working boats shall be two (2) Employees, one (1) Boat Operator and one (1) Deckhand, except when used solely for the purpose of transporting personnel in which case, a Boat Operator is not required and a crew member can operate the boat provided he/she is licensed. When more than one watch is employed, one (1) Boat Operator shall be upgraded to Master Boat Operator.

09.07.00 The crews specified in this Section are understood to be minimum. It is recognized that considerations of safety, reasonable workload, and other factors may require that larger crews be employed under particular circumstances. Therefore, if the circumstances of a particular operation seem, in the view of the Local Union, to require a larger or a differently composed crew than that employed by the Contractor (and should such parties fail to adjust the matter to their mutual satisfaction through direct negotiation), the matter shall be subject to Section 23.00.00 of the main body of the Master Agreement for the State of Hawaii.

09.08.00 When operating outside of the boundary line of inland water, there shall be a minimum crew of two (2) Employees to a shift, which may be any of the following: Fireman, Oiler, Deckhand or Bargeman except when the barge is dumped by remote control there shall be no Employees. During ocean operations beyond the boundary lines of inland waters, these Employees shall remain within sheltered waters and perform barge work as assigned.

10.00.00 TRANSFER

10.01.00 Employees hired for service in the South Pacific Islands area may be obtained and dispatched from either the San Francisco or the Honolulu Job Placement Center, or from both, provided an understanding to that effect is reached at Pre-Job Conference.

11.00.00 SAFETY

11.01.00 Life jackets, hard hats, eye, hearing and hand protection shall be worn by all Employees covered by this Exhibit as required by law or by the Contractor, and no Employee shall be required to ride in a skiff in open waters.

11.02.00 When the dredge is manned or operating, provision must be made by the Contractor for prompt medical attention in case of serious injuries and help for a person overboard. This may be accomplished either by on-the-site facilities, proper equipment for immediate transportation of the injured person to a physician, telephone communication system for contacting a doctor, or a combination of these which will avoid unnecessary delay of treatment.

EXHIBIT "J"
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.

TO: Operating Engineers Local Union No. 3 of the
International Union of Operating Engineers, AFL-CIO
1075 Opakapaka Street, Kapolei, Oahu, HI 96707
Honolulu, HI 96819

Date of Submittal

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
Date
at two (2) times the Employees' regular straight-time rate 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
Day and Date regular 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 two 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

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

WITNESSETH

WHEREAS, the Union and the Company recognize that drug 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 100-0690 in order to obtain a drug-free workplace.

The Union and the Employer agree:

To maintain a safe, drug and alcohol free workplace.

To maintain the work force at maximum productive effectiveness.

To provide confidential, professional referral and treatment of those Employees who recognize they have a substance abuse problem and voluntarily seek treatment for it.

They further agree their primary goal is to refer Employees who have substance abuse problems to professional counseling in accordance with the provisions of this Employer Addendum before their job performance becomes a disciplinary problem.

01.00.00 *PROHIBITION AGAINST ALCOHOL AND CONTROLLED SUBSTANCES AT THE WORKPLACE.* 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.

02.00.00 *USE OF OVER-THE-COUNTER-MEDICATIONS OR MEDICATIONS PRESCRIBED BY A LICENSED PHYSICIAN*

02.01.00 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.

02.02.00 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/her work.

03.00.00 *Education and Awareness Program.* To complement and foster our Joint Company and Union Policy and Program of achieving a drug-free workforce, the Company shall establish and implement a Drug Education and Awareness Program which shall include the following:

03.01.00 Dissemination of information to Employees 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.

03.02.00 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. Assistance is available through the Assistance and Recovery Program ("ARP"). Employees will be referred to ARP for evaluation and referral to the appropriate treatment and/or counseling. 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 Section 08.02.01, below.

03.03.00 Top Management and Supervisory Employees will 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.

04.00.00 TESTING PROTOCOL

04.01.00 All tests for controlled substances other than alcohol shall be performed in accordance with all applicable standards established by the (DHHS) Department of Health and Human Services and the Substance Abuse and Mental Health Services Administration ("SAMHSA") as set forth in DOT Regulations 49 CFR-Part 40 and Part 382 or Hawaii Revised Statutes 329 B-4, 5, 5.5 and 6. (Note: Controlled substance tests shall test for the drugs or classes of drugs listed in DOT regulation 49 CFR Part 40 Subpart F 40.85.)

04.02.00 All tests for alcohol shall be performed in accordance with all applicable standards established by the United States Department of Transportation ("DOT") 49 CFR Part 40. (Note: Refer to Appendix "A", Section s 07.01.00 and 07.02.00 for positive alcohol test levels.)

05.00.00 TESTING AT TIME OF DISPATCH

05.01.00 A Contractor may require an Employee referred from the Job Placement Center to undergo a substance abuse test at the time of dispatch as a condition of consideration of employment with the Company or prior to being approved to work at any Company facility or work area. If an Employee tests positive on a Pre-Dispatch Test with a Company, the Company shall notify ARP of the positive test. The Employee may be retested with that Company after a period of thirty (30) days of receiving the positive test result, provided the Employee has signed a return to work agreement with both ARP and the Company.

05.02.00 Testing at the time of dispatch must be in place and such testing must actually be conducted before the Company can conduct Periodic and Random Testing.

05.03.00 The Company shall have the option of putting an Employee on its payroll pending the results of the Pre-Dispatch test. If the Company elects to put the Employee on its payroll, it shall pay the Employee a minimum of eight (8) hours a day at the straight time rate of pay for the classification the Company has requested the Job Placement Center to fill. If the Company does not place the Employee on its payroll pending receipt of the test result the Employee will not lose his/her place on the out-of-work list and may accept other employment pending the test results. Each Company will notify the Union in writing whether it will place Employees on its payroll no later than thirty (30) days after this Agreement is executed. Once a Company has notified the Union, it cannot deviate from its policy for any particular Employee. Any Company which fails to notify the Union as required herein will be required to place all Employees on its payroll pending receipt of test results.

05.04.00 ON SITE DRUG SCREENING:

(1) The Employer shall have the authority to perform on-site substance abuse screening tests for pre-employment, reasonable suspicion, periodic, post-incident, and random testing. The substance abuse on-site

screening test shall be conducted in accordance with the requirements of HRS Section 329B-5.5 and this Agreement, including the following:

- [a] the test shall be administered according to the package insert that accompanies the substance abuse on-site screening test;
- [b] the management representative who administers the substance abuse on-site screening test shall be trained in the use and administering of the on-site screening test by the manufacturer of the test or its designee;
- [c] the results of the on-site screening test shall be strictly confidential and shall not be released to anyone without the informed written consent of the individual tested and shall not be released or made public upon subpoena or other method of discovery, except that information relating to a positive on-site screening test result can be disclosed to the individual tested, the laboratory to which the individual is referred, or as otherwise provided in HRS Section 329B-5.5;
- [d] prior to the collection of any sample for on-site testing, the individual to be tested shall receive a written statement of the specific substances to be tested for, and no testing may be conducted for any substance not included on the written statement.

(2) No adverse action may be taken against any Employee or prospective Employee having a positive on-site substance abuse test unless the requirements of HRS Section 329B-5.5 and this Agreement have been met. If an Employee or prospective Employee has a positive test result on an on-site substance abuse test, no adverse action may be taken against that individual unless he/she reports to a state-licensed testing laboratory within 4 hours after obtaining the positive on-site result as provided by HRS Section 329B-5.5. The Employer shall provide transportation to and from the state-licensed testing laboratory. The testing at the state-licensed laboratory shall be covered by the provisions of this Agreement.

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

(4) The provisions of 07.04.00 shall apply to an employee or prospective employee who has been selected to undergo a substance abuse on-site screening test. If the referral for a follow-up substance abuse test at a state-licensed laboratory is the result of an on-site screening test, an employee or prospective employee who fails or refuses to report to the state-licensed laboratory for testing shall be given written notice that:

- [a] at the time of the substance abuse on-site test, the employer followed the procedures under HRS Section 329B-5.5;
- [b] the employee or prospective employee was informed that he/she may refuse to submit to the substance abuse test at a state-licensed laboratory; and
- [c] if the employee or prospective employee refuses or fails to submit to the follow-up substance abuse test, the employer may take adverse action against the employee or prospective employee.

To comply with foregoing, Employers may use attached Appendix "G."

(5) As of the date of execution of this Agreement, oral swab testing permitted by HRS Section 329B-5.5 (other than alcohol screening testing) is not authorized by the DOT for those employees subject to DOT alcohol and substance abuse testing. However, in the event the DOT authorizes the use of oral swab or other methods of on-site testing in the future, the Employer may use such testing for DOT-regulated employees to the extent allowed by the DOT.

06.00.00 *Additional Considerations Applicable To Companies Regulated By the U.S. Department Of Transportation.* In the event the Company is required to comply with DOT 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 DOT regulations shall include:

06.01.00 Pre-employment, random, reasonable suspicion (for cause) and post-accident testing of applicants and Employees subject to U.S. Department of Transportation regulation;

06.02.00 For new hires, newly-transferred employees, or other individuals who will be performing safety-sensitive duties for the Employer for the first time, obtaining the individual's written consent for the Employer to obtain information from past employers concerning the individual's drug and alcohol testing record, refusals to be tested, and unresolved violations of U.S. Department of Transportation drug and alcohol regulations during the previous two years, as required by 49 CFR part 40 and 49 CFR Section 382, and not employing in safety-sensitive functions any individual who refuses to provide such consent to the Employer;

06.03.00 Appointment of a Medical Review Officer ("MRO") 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*;

06.04.00 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 SAP (Substance Abuse Professional as defined in 49 CFR part 40);

06.05.00 Requiring Employees who are subject to U.S. Department of Transportation regulation and who have tested positive to undergo increased, unannounced testing up to sixty (60) months, as determined by the SAP (Substance Abuse Professional); and

06.06.00 Retention of all positive test results for five (5) years and retention of all negative results for twelve (12) months.

07.00.00 ***IMMEDIATE REMOVAL FROM JOB/SUBSTANCE ABUSE TESTING***

07.01.00 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, (Note: All tests shall be at company expense except in the case of return to duty testing after a verified positive test result, in which case the costs shall be borne by the Employee.) drug or alcohol testing, in the manner set forth below, under the following circumstances:

07.01.01 *For Cause:*

(1) 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 (Note: Required observations for alcohol and/or controlled substance for cause (reasonable suspicion) testing shall be made by a supervisor or company official who is trained in alcohol misuse and controlled substance use equal to training required under DOT regulation 382.603) as evidenced by such factors as, but not limited to, the following:

- [a] Unsafe work habits or practices that endanger the Employee himself/herself and/or other Employees;
- [b] Abnormal work performance;
- [c] Physical conditions and/or symptoms, such as unstable balance, alcohol on breath, glassy or reddened eyes;
- [d] Frequent or unexplained absence from the workplace or job site during the Employee's shift;
- [e] Abnormal personal behavior and/or poor interpersonal relations on the job;
- [f] 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
- [g] 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.
- [h] Causing an accident that results in in equipment or material damage in a dollar amount to be determined by the written policy of the Employer (which policy shall be provided to the Union and ARP

prior to implementation), a human fatality, where the Employee receives a moving violation ticket from the accident, or any bodily injury requiring immediate medical treatment away from the scene.

- (2) 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.
- (3) The Contractor shall complete the attached form (Appendix B and B-1) prior to sending an Employee to be tested For Cause.
- (4) The criteria shall be recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol.
- (5) Probable cause may not be established, if based solely on the observations and reports of third parties, but must be based on the independent conclusion reached by the trained management representative referred to in 07.01.01(1). The grounds for probable cause must be documented by the use of an Incident Report Form (see Appendix B-1 attached). Before the Employee is required to be tested, the Management Representative shall give the Employee a completed copy of this Incident report Form and shall give the Union Representative, if present, a copy of the Incident Form. The Employee (and the Union Representative, if present) shall be given a reasonable period of time to read the Incident Report Form.
- (6) The Management Representative also shall provide the Employee with an opportunity to give an explanation of his/her condition, such as reaction to a prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over-the-counter medication or illness. If requested by the Employee and readily available, the Union Representative shall be present during such explanation and shall be entitled to confer with the Employee before explanation is required. If the Management Representative(s), after observing the employee, and hearing any explanation, concludes that there is in fact probable cause to believe that the Employee is under the influence of or impaired by drugs or alcohol, the Employee may be ordered to submit to a drug test.
- (7) The Employer shall allow the Employee to consult with a Union Representative before the Employee submits to the test, if the Union Representative is available.
- (8) Employees required to submit to For Cause testing for controlled substances or alcohol will be paid for all time related to the test including the time the Employee is transported to and from the collection site, all time spent at the collection site and all time involved completing the consent and release form.

07.01.02 *Periodic Testing.*

- (1) 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. All persons the Company employs including management and supervisory personnel shall be subject to periodic testing if Employees covered by this Agreement are subject to periodic testing.
- (2) Post-counseling/rehabilitation or return-to-work medical examinations and/or drug or alcohol tests 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.
- (3) 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.).

07.01.03 *Random Testing.* Random Testing may be used at any time.

- (1) All persons the Company employs who are subject to DOT regulations including management and supervisory personnel shall be subject to random testing and will be in the same pool from which persons to be tested are randomly selected as the Company's Employees who are covered by this Agreement and who are subject to DOT regulations.

- (2) All persons the Company employs who are not subject to DOT regulations including management and supervisory personnel shall be subject to random testing and will be in the same pool from which persons to be tested are randomly selected as the Company's Employees who are covered by this Agreement and who are not subject to DOT regulations.
- (3) There shall be two (2) pools, one for those Employees who are subject to DOT regulations, and one for those who are not subject to DOT regulations.
- (4) Workplace testing may be altered or changed whenever the Employees' activities are regulated by either the U.S. Department of Transportation, U.S. Department of Defense or by contract with any other branch of government or private industry.
- (5) Random testing selection will be done on a fair and impartial basis as outlined in Appendix "A".

07.01.04 *Post-Incident Testing*

Post-incident testing may be required of an Employee because of the employee's involvement in one of the following: an incident that results in an injury to themselves or other person(s), any accident in the course of employment caused by an unsafe act or unsafe behavior, accidents involving a violation of any safety policy or omission of required or recognized safety procedures, or following an accident resulting in property damage. If testing of an Employee is not subject to DOT regulations, the Employer may use an on-site substance abuse screening test as provided by Section 05.04.00 for post-incident testing.

07.02.00 Urine samples will be taken only by a Company designated medical laboratory and the "Procedures for Medical Tests of Urine Samples" as set forth in Appendix "A" attached hereto shall be followed. In case of on-site screening tests, for Pre-Employment (Pre-Dispatch) tests only, samples may be collected by a designated Employer representative that has been trained in compliance with Hawaii Revised Statutes 329B-5.5. All Chain of Custody Standards established by the Department of Health and Human Services (DHHS) and Substance Abuse and Mental Health Services Administration ("SAMHSA") shall be followed as set forth in 49 CFR Part 40 or Hawaii Revised Statutes 329 B-4, 5 and 6.

07.03.00 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.

07.04.00 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 the 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 the same as if the Employee had a positive test result (refer to Section 08.01.00 of this Agreement).

07.05.00 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.

07.06.00 The medical laboratory which performs the tests shall be Department of Health and Human Services (DHHS) and SAMHSA certified as listed in the United States Department of Health and Human Services mandatory guidelines for federal workplace drug testing program (53 FR 11970, April 11, 1988, and subsequent amendments thereto) or be licensed in the State of Hawaii to perform Substance Abuse Testing per Hawaii Revised Statutes 329 B-4, 5 and 6. The medical laboratory shall retain all positive specimens, in a frozen state, for twelve (12) months. An Employee shall have the right to have his or her sample as originally collected independently retested at his/her expense by one of the above approved laboratories. The Employee must

exercise this right within fourteen (14) days from the time of the original sample collection and the Employee must select one of the approved laboratories 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.

08.00.00 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, 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.

08.01.00 Among the factors to be considered in determining the appropriate disciplinary response are the nature and requirements of the Employee's work, length of employment, current job performance, the specific results of the test and the history of past discipline.

08.02.00 The following action shall be taken when an Employee has a positive test result for controlled substances or alcohol, or if an Employee is found using or being under the influence of a controlled substance or alcohol at the workplace.

08.02.01 *First (1st) Offense:*

The Employee will be required to enroll in and complete a substance abuse assistance program administered by ARP. The Employer shall re-employ the Employee when ARP releases him/her to return to work if it has work available. Before being returned to work, the Employee must have a negative test result. The Employer will not be required to lay-off any current Employee in order to re-employ the Employee. If the Employer does not have any work available when ARP releases the Employee, the Employer shall re-employ the Employee as soon as it has work available.

The Employee will be subject to a Return-To-Work Agreement, a copy of which will be provided by ARP to the Employer. The Return-to-work Agreement will require the Employee to comply with and complete all treatment ARP determines is appropriate. The Employer may require the Employee to submit to follow-up testing. It is the Employer's responsibility to pay for and direct the Employee to attend follow-up testing required by the Employer or the return-to-work agreement. However, if the Employee is not returned to work with the Employer with whom the offense occurs, that Employer will not be required to pay for follow-up testing. The Employer will be notified by ARP of the Employee's compliance or non-compliance with the return-to-work agreement. The Employer may discipline the Employee for not complying with the Return-to-work Agreement. A positive test on an unannounced test will be considered a violation of the Return-To-work Agreement, as well as a second offense subjecting the Employee to additional discipline. Any unannounced testing shall be performed in accordance with this Policy. Employees who are working under a Return-To-Work Agreement shall be subject to all of the Employer's rules to the same extent as all other Employees are required to comply with them.

08.02.02 *Second (2nd) Offense:*

An Employee having a second offense will be subject to a minimum three (3) week suspension from work, and in addition to such suspension, will be required to enroll in and complete a substance abuse assistance program administered by ARP. The Employee will also be subject to all other requirements of Section 08.02.01; provided however, that an Employee with a second offense who has a positive test on any subsequent drug or alcohol test,

announce or unannounced will be treated as having a third offense and may be subject to discipline up to and including discharge. The Employee may be issued a Last Chance warning in connection with the second offense.

08.02.03 *Third (3rd) Offense.* Any Employee who tests positive for the third time will be discharged and will not be eligible for re-employment for up to but not to exceed three (3) years, at the discretion of the Employer, and with written notification to the Union of both the offense and the length of ineligibility for employment.

08.03.00 *Owner/Awarding Agency Requirements.* Whenever owner or awarding agency specifications require the employer to provide a drug-free workplace, the Union and the Employer or the Employer shall incorporate such additional requirements herein. This Policy shall apply to all such testing.

08.04.00 For purposes of administering this Section 08.00.00, *Schedule of Disciplinary Actions*, offenses shall be cumulative on a Company-wide basis. For example: An Employee commits an offense while employed on Job A. Said Employee is subsequently employed on Job B where he/she commits another offense. That offense shall be considered as his/her second offense. Also note that all tests count towards these cumulative disciplinary actions, Random, Periodic, For Cause, Return to Duty, Follow Up, Post Accident, etc. except Pre-Hire or Pre-Dispatch tests.

08.05.00 The Employer shall not discriminate against any Employee who is receiving treatment for substance abuse and/or chemical dependency. All Employees who participate in ARP and/or are undergoing or have undergone treatment and rehabilitation pursuant to this Policy shall be subject to the same rules, working conditions and discipline procedures in effect for all Employees. Employees cannot escape discipline for future infractions by participating in ARP and/or undergoing treatment and rehabilitation.

09.00.00 *SELLING OF CONTROLLED SUBSTANCES*

09.01.00 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.

09.01.00 Any such incidents shall also be reported to appropriate enforcement agencies.

10.00.00 *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 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.

10.01.00 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.

10.02.00 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.

10.03.00 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.

10.04.00 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

10.05.00 trust and confidence -- will, at Company expense, be subject to testing for the unlawful use of controlled substances and alcohol.

10.06.00 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.

11.00.00 CONTROLLED SUBSTANCE

11.01.00 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.

12.00.00 APPLICATION OF GRIEVANCE PROCEDURE AND ARBITRATION PROCEDURES

12.01.00 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.

13.00.00 INCLUSION OF SUBSTANCE ABUSE TREATMENT BENEFITS UNDER THE HEALTH & WELFARE PLAN.

13.01.00 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.

14.00.00 APPRENTICESHIP REQUIREMENTS

14.01.00 The parties hereto will also recommend that the passage of a drug test for unlawful use of controlled substances be a party 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.

15.00.00 DISCLOSURE OF INFORMATION

15.01.00 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.

15.02.00 The records maintained by the Company for its Employee assistance program and ARP 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.

15.03.00 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.

15.04.00 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.

15.05.00 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.

15.06.00 All positive test results from any Company drug or alcohol test will be reported to the Operating Engineers Addiction Recovery Program at 842-4624 and shall be considered confidential information.

15.07.00 All records maintained by the Assistance and Recovery Program ("ARP") are confidential and protected by federal law.

16.00.00 **ADDITIONAL DEFINITIONS**

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

16.01.00 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;

16.02.00 The term "criminal drug statute" means a criminal statute involving manufacture, distribution, dispensation, use, or possession of any controlled substance;

16.03.00 The term "Federal Agency" means an agency as that term is defined in Section 552(1) of Title 5, United States Code;

16.04.00 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;

16.05.00 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

16.06.00 The terms "drug" or "drugs" mean a controlled substance as defined herein.

17.00.00 **ENTIRE AGREEMENT**

17.01.00 This document contains the entire agreement and no other substance abuse testing shall be allowed unless by 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 Addendum to the Master Agreement, urine samples shall be handled in the following manner:

01.00.00 Collection shall be by a physician or health care professional. Except in the case of on-site screening tests, for Pre-Employment (Pre-Dispatch) tests only, samples may be collected by a company designated Employer representative that has been trained in compliance with Hawaii Revised Statutes 329B-5.5. The presence of a Union representative is not necessary when the collection of urine is made. Specimen containers shall be labeled with a number, and if the donor chooses, the donor's signature, and shall be closed with a tamper-proof seal initialed by the donor and collecting agent. The labeling shall be done in the Employee's presence and in the presence of a Union representative if the Employee chooses.

02.00.00 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.

03.00.00 The volume of each sample shall be such that sufficient amounts of urine will exist for both initial tests, confirmation tests and independent testing.

04.00.00 Samples shall be stored in a scientifically acceptable manner.

05.00.00 All handlers and couriers of the sample must complete entries and identify themselves on a proper chain of custody form. All of the Substance Abuse and Mental Health Services Administration ("SAMHSA") Standards for Chain-of-Custody as set forth in 49 CFR Part 40 or Hawaii Revised Statutes 329 B-4, 5 and 6 will be complied with.

06.00.00 Confirmation tests in accordance with the guidelines established by SAMHSA as set forth in 49 CFR Part 40 or Hawaii Revised Statutes 329 B-4, 5 and 6 must be performed. After testing and confirmation testing, the facility must retain a sufficient portion of a positive 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 SAMHSA - unless the donor/Employee or the Union requests of the facility that it retain the sample for a longer period of time. All laboratories which perform tests shall be SAMHSA certified as set forth in 49 CFR Part 40 or be licensed in the State of Hawaii to perform substance abuse testing as per Hawaii Revised Statutes 329 B-4, 5 and 6.

07.00.00 Results of the testing shall be communicated in writing to the Company, Union and the donor/Employee within seven (7) calendar days after the results are determined, The laboratory may only report a positive drug or alcohol test results if the appropriate test indicates that the specimen contains levels of drugs or alcohol in excess of the following levels:

07.01.00 *For Non-DOT Employees.* Blood alcohol level in excess of the State of Hawaii Standard giving rise to a legal presumption of intoxication.

07.02.00 For Employees covered under DOT regulation standards established and set forth in 49 CFR Part 40 and Part 382 shall apply.

07.03.00 For controlled substances the cutoff levels established by the Department of Health and Human Services for both initial testing and confirmatory testing as noted in DOT regulation 49 CFR Part 40 Subpart F 40.87 shall be used.

08.00.00 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 Addendum 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.

09.00.00 On the day that the sample is taken when test 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.

10.00.00 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.

11.00.00 The selection for random alcohol and controlled substance testing shall be made in a scientifically valid method, such as a computer based random number generator that is matched with Employee identifying numbers.

11.01.00 The guidelines set by the Department of Transportation for professional drivers regarding the number of Employees to be tested during the year shall be followed. These guidelines require that twenty-five (25%) of the workforce be tested the first year of the program and fifty percent (50%) each year thereafter.

APPENDIX B
SUBSTANCE ABUSE TESTING

TYPE: _____

LOCATION CODE: _____

TO: _____

DATE: _____

POSITION: _____

DEPT/PROJECT: _____

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

Date: _____ Time: _____

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

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

Unless you are advised otherwise by the Company, substance abuse testing for cause shall be for the presence of alcohol in the system or for the following controlled substances: 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 your assistance in identifying which medications or drugs you may be taking at the present time and may have taken within the past thirty (30) days to ensure accuracy of testing results.

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

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

**Director of Environmental Safety and Health,
Personnel Manager or designee**

APPENDIX B-1
SUBSTANCE ABUSE TESTING

Employee Involved: _____

Date of Incident: _____ Time of Incident: _____

Location of Incident: _____

Employee's Job Assignment/Position: _____

Employee Notified of His/Her Right to Union Representation: € Yes € No

Date Notified: _____ Time Notified: _____

Witness to Incident: _____

Witness' Observation: _____

Employee's Explanation: _____

Employee's Signature: _____ Date: _____

Witness' Signature: _____ Date: _____

Employer's Signature: _____ Date: _____

Title: _____

Action Taken: _____

Date/Time Action Taken: _____

**APPENDIX D
COLLECTION STATIONS FOR DRUG TESTING**

<u>Location</u>	<u>Contact Person</u>
Straub Clinic and Hospital 888 S. King Street Honolulu, HI 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 and 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
Reliable Drug Testing Services, Inc. 1524 Ala Puumalu Street Honolulu, Hawaii 96818-1547	Kalfreda Mae Wataoka Ph. 833-5973
Airport Urgent Care - Occupational Medical Centers 545 Ohohia Street Honolulu, Hawaii 96819	Janey Naganuma Dr. Ronald Kienitz (DO) Ph. 831-3000
Clinical Labs of Hawaii 33 Lanihuli Street Hilo, Hawaii 96720	Adrian Mangiboyat Ph. 961-4708 Fax 935-2518
Kona Hospital Laboratory P. O. Box 69 Kealahakua, Hawaii 96750 (Basement Level)	Arlene Rosehill (after hours) and 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 Wili Pa 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 Charlene Oshiro Ph. 245-1087 KAUAI

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

APPENDIX E

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

I, _____ request/authorize _____
Name of Employee-Patient Name of Company

To disclose to _____ the following information: _____
Name of party to receive 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

**APPENDIX F
MEMORANDUM**

TO: _____

FROM: _____
Name of Company

DATE: _____

RE: CONFIDENTIALITY OF ALCOHOL AND DRUG ABUSE PATIENT RECORDS.

The records maintained by _____ ("the Company") in
Name of Company

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.

TESTING AT TIME OF DISPATCH URINALYSIS CONSENT FORM

I understand that a Contractor may require an Employee referred from the Job Placement Center to undergo a substance abuse test at the time of dispatch as a condition of consideration of employment with the Company or prior to being approved to work at any Company facility or work area.

I consent to the urine sample collection and testing for the following controlled substances: marijuana, cocaine, opiates, amphetamines, and phencyclidine.

I understand that a positive test result for controlled substances may render me unqualified for employment with the Company.

The Medical Review Officer will maintain the results of my test. Negative and positive results will be reported to the Company and the Operating Engineers Addiction Recovery Program Office and shall be considered confidential information. If the results are positive, the controlled substance will be identified. The results will not be released to any other parties without my written authorization.

I understand the above conditions and hereby agree to comply with them.

Applicant's Name Print

____/____/____
Month Day Year

Applicant's Signature

TESTING AT TIME OF DISPATCH URINALYSIS CONSENT FORM

I understand that as required by the Federal Motor Carrier Safety Regulations, Title 49 Code of Federal Regulations, Part 382, Subpart C 382.301, all driver-applicants of this Company must be tested for controlled substances as a pre-condition for employment.

I consent to the urine sample collection and testing for the following controlled substances: marijuana, cocaine, opiates, amphetamines, and phencyclidine.

I understand that a positive test result for controlled substances may render me unqualified for employment with the Company.

The Medical Review Office will maintain the results of my test. Negative and positive results will be reported to the Company and the Operating Engineers Addiction Recovery Program Office and shall be considered confidential information. If the results are positive, the controlled substance will be identified. The results will not be released to any other parties without my written authorization.

I understand the above conditions and hereby agree to comply with them

Applicant's Name Print

____/____/_____
Month Day Year

Applicant's Signature

APPENDIX G

Notice of Requirement To Report For Confirmatory Substance Abuse Test

Based on the results of an on-site substance abuse screening test conducted by the Company pursuant to Hawaii Revised Statute Section 329B-5.5, you are hereby being requested to take a confirmatory substance abuse test conducted by a State-licensed substance abuse testing laboratory.

You are hereby notified that:

1. At the time of the substance abuse on-site screening test, the employer followed the procedures required by Hawaii Revised Statutes Section 329B-5.5.
2. You may refuse to submit to a confirmatory substance abuse test at a state-licensed laboratory.
3. If you refuse or fail to submit to a confirmatory substance abuse test at a state-approved laboratory, however, your refusal to submit to a confirmatory test shall render you ineligible for employment if you are a job applicant, or shall constitute just cause for discipline up to and including discharge.

MASTER AGREEMENT COVERING OPERATING ENGINEERS IN THE STATE OF HAWAII
 (Operating Engineers, Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO)

SCHEDULED WAGE AND BENEFIT INCREASES

	Effective 2/27/12	Effective 9/3/12	Effective 9/2/13
Wage Rate Group 6 Group 9A	\$36.95 per hour \$37.72 per hour	(+\$.50) \$37.45 per hour (+\$.50) \$38.22	Subject to Distribution of \$1.25 Wage/Fringe Option
Health & Welfare	6.75	6.75	
Pensioners' Health & Welfare	2.14	2.14	
Pension/Annuity Option ¹	Pension	(+\$.75) 10.64	
	Annuity	1.00	
Vacation & Holiday	5.90	5.90 ²	
Apprenticeship & Training	1.35	1.35	
Industry Stabilization	.44	.44	
Hawaii Building & Construction Trades Council	.03 ³	.03 ³	
Wage/Fringe Option			+\$1.25
TOTAL WAGES & FRINGES Group 6 Group 9A	\$64.45 \$65.22	(+) \$65.70 per hour (+) \$66.47	+\$1.25 66.95 67.72

Industry Improvement Program	.03	.03	.03
Labor Association Contract Negotiation/ Administration Fee	GCLA	.065	.065
	BILA	.05	.05
TOTAL PACKAGE	GCLA	\$64.545	\$65.795 per hour
Group 6	BILA	\$63.53	67.03
Group 9A	GCLA	\$65.315	67.815 per hour
	BILA	\$65.30	67.80

¹ Refer to specific language in Master Agreement for details.

² Includes \$1.02 per hour supplemental dues money. \$4.88 per hour is Vacation & Holiday Pay.

³ The \$.03/hr. contribution to the Hawaii Building & Construction Trades Council is to be treated the same way as the Vacation/Holiday Fund (i.e., ADDED to the employee's gross wages for tax purposes, etc.).