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Title: **Plumbing & Mechanical Contractors Association of Hawaii (Labor-Management Agreement) and United Association of Journeymen & Apprentices of the Plumbing & Pipefitting Industry of the United States & Canada (PPF), AFL-CIO, Local 675 (2003)**

K#: **8975**

Employer Name: **Plumbing & Mechanical Contractors Association of Hawaii (Labor-Management Agreement)**

Location: **HI Honolulu**

Union: **United Association of Journeymen & Apprentices of the Plumbing & Pipefitting Industry of the United States & Canada (PPF), AFL-CIO**

Local: **675**

SIC: **1711**

NAICS: **23822**

Sector: **P**

Number of Workers: **1100**

Effective Date: **01/05/03**

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K 8975  
1,100 workers

83 pgs.



PLUMBING AND MECHANICAL  
CONTRACTORS ASSOCIATION  
OF HAWAII



1/5/03 - 1/5/08

PLUMBING & MECHANICAL CONTRACTORS ASSOCIATION OF HAWAII

and

LOCAL 675 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND  
APPRENTICE PLUMBERS & PIPEFITTERS OF THE U.S. & CANADA

AFL-CIO

# Labor-Management Agreement

and

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Of January 5, 2003



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## LABOR-MANAGEMENT AGREEMENT

This Agreement amends the Labor-Management Agreement between the Plumbing and Mechanical Contractors Association of Hawaii and Local 675 of the United Association of Journeymen and Apprentice Plumbers and Pipefitters of the U.S. and Canada, AFL-CIO dated as of January 4, 1998 as amended by Amendment No. 1 to Labor-Management Agreement dated December 17, 1998, Amendment No. 2 to Labor-Management Agreement dated June 13, 2002, and Addendum to Labor-Management Agreement for the Mechanical Contractors Workers' Compensation Self-Insurance Group (MSIG) dated July 9, 2002.

### WITNESSETH:

WHEREAS, the parties desire to establish, maintain, and regulate fair and uniform wages, hours, and conditions of employment under which employees work for the employers; and

WHEREAS, the parties desire to establish and maintain harmonious cooperation between the employers and the union so as to avoid industrial conflict; and

WHEREAS, the parties desire to improve, protect, and maintain the plumbing, welding, pipefitting, fire sprinkler fitting, refrigeration fitting, heating, and air conditioning industry for the benefit of the employers, the employees, the union, and the community;

NOW THEREFORE, the employers and the union hereby agree to amend their existing labor agreement to read as follows:

### ARTICLE I COVERAGE OF AGREEMENT

SECTION 1. *Employees.* This agreement shall apply to and cover all construction, service, maintenance, and production employees classified as general foremen, foremen, working foremen, journeymen, apprentices, and maintenance workers of the plumbing, welding, pipefitting, fire sprinkler fitting, refrigeration fitting, heating, and air conditioning industry, but does not cover superintendents, assistant superintendents, office or professional employees, and other classifications the employer may hire.

SECTION 2. *Employers.* This agreement shall bind the association, its members and those employers who hereafter become members and other employers that become signatory to this agreement.

SECTION 3. *Work.* This agreement shall cover all work coming within the jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada as established and recognized by the Building and Construction Trades Department of the AFL-CIO and the union's constitution.

SECTION 4. *Union.* This agreement shall bind the union and where applicable its members.

### ARTICLE II EMPLOYER AND UNION RECOGNITION

SECTION 5. *Employer Recognition.* The employers recognize the union as the exclusive collective bargaining representative of all employees of the employers covered by this agreement.

SECTION 6. *Union Recognition.* The union recognizes the Plumbing and Mechanical Contractors Association of Hawaii as the exclusive collective bargaining representative of the employers who are now or may hereafter become members of the association.

### ARTICLE III UNION SHOP

SECTION 7. *Union Shop.* The employer shall require each employee covered by this agreement to become and remain a member of the union as a condition of employment from and after the 8th day following the date of his/her employment or the effective date of this agreement, whichever is later. If an employee does not become and remain a member of the union as provided herein, he/she shall be terminated upon written request of the union. As used herein membership in the union is defined as the tendering of periodic dues and initiation fees uniformly required as a condition of membership.

SECTION 8. *Authorized Deductions.* If an employee signs the authorization forms attached hereto as "Exhibit G", "Exhibit G-1" and "Exhibit J", his/her employer shall deduct from his/her wages all dues, initiation fees, and political, contributions due from such employee to the union. Such deductions shall be made only once a month, except when the employee does not have enough wages to satisfy the deductions due to the union.

If an employee does not have enough wages on any payroll from which such deductions may be satisfied, the deductions shall be made from the next succeeding payroll until such deductions are satisfied. Deductions for government taxes, paying debts to his/her employer and deductions required by law to be made by the employer shall have priority over deductions payable pursuant to the authorizations.

The total amount of such deductions shall be immediately transmitted by the employer to the union by checks drawn (1) to the order of the union for the dues and initiation fees and (2) to the order of the PPAC Political Fund for the political contributions. The employer shall separate the two deductions into two separate checks.

The union shall indemnify the employer against all claims arising out of the operation of this section, provided that the basis for such claims was not caused by the employer.

**ARTICLE IV  
HIRING AND REFERRAL PROCEDURE**

**SECTION 9. *Hiring and Referral Procedure.*** The hiring and referral procedure attached hereto as "Exhibit A" and made a part of this agreement shall be followed exclusively by the employers and the union. In the selection of employees and applicants for employment under this hiring and referral procedure there shall be no discrimination based upon age, race, color, religion, sex, national origin, physical handicap, or being a disabled veteran or a veteran of the Vietnam Era or in any way influenced by union membership except as is permitted by law under the provisions of Section 7 of this Agreement.

**ARTICLE V  
ACCESS TO JOB**

**SECTION 10. *Access to Job.*** The union's business manager or his/her assistant shall have access to the employer's premises and job projects to investigate grievances and to ascertain whether this agreement is being observed. Such access shall be exercised reasonably and shall not interfere with the conduct of the employer's operation or cause employees to neglect their work.

**ARTICLE VI  
SHOP STEWARDS**

**SECTION 11. *Shop Steward.*** A shop or a job steward shall be a working employee appointed by the business manager. In addition to his/her work as a journeyman, he/she shall be given reasonable time during regular working hours to perform his/her union duties, as cannot be performed at other times. The union shall notify the employer of the appointment of the steward in writing prior to his/her appointment.

It is also agreed by both parties that, in the event a steward is transferred from shop to job or job to shop, the employer will cooperate with the steward in notifying the local union business manager's office.

In the event that overtime work is required, the steward shall be given preference to perform such overtime work provided that he/she is employed on the project requiring such overtime work, unless the work performed is a specialty type of work which the steward is not qualified to do.

In no event shall an individual employer discriminate against a steward, or lay him/her off, or discharge on account of any action taken by him/her in the performance of his/her union duties which are not in violation of the terms of this agreement.

The employer shall notify the union in writing of his/her intentions of lay-off or termination for cause.

This notice must be in the union office three (3) full working days prior to anticipated lay-off or termination. The union retains the right to investigate the cause for lay-off or termination.

**ARTICLE VII  
EMPLOYER REQUIREMENTS**

**SECTION 12. *Employer Requirements.*** Every employer shall maintain a legitimate place of business which is kept open for business during the regular working day, shall meet payroll requirements every week, possess the necessary State Contractor's License for the classifications in which he/she is engaged, and shall comply with all Hawaii State, City, and County, and Federal laws enacted to protect and benefit employees. The union may terminate this agreement with respect to any employer who fails to comply with this Section in any respect.

Whenever the U.S. Department of Labor (DOL) or the Hawaii State Department of Labor and Industrial Relations (DLIR) conducts a wage survey for determination of Davis-Bacon or HRS Chapter 104 (mini Davis-Bacon) prevailing wage rates, all employers shall be required to participate fully in such surveys, including submissions of any forms as requested by the U.S. DOL and DLIR.

**SECTION 13. *Eligible Employers.*** No employer shall be a party to this agreement with the union unless he/she employs regularly at least one journeyman other than himself/herself on a full-time basis. Exception: Service and Maintenance contractors may be a party to this agreement with the union as a one-man shop.

**ARTICLE VIII  
STRIKES, LOCKOUTS, AND PICKETING**

**SECTION 14. *Strikes, Lockouts and Picketing.***

A. While this agreement is in effect, an employer will not lockout his/her employees, and the union will not authorize any strike, boycott, picketing, slowdown or conduct organized interference of an employer's business.

B. If the foregoing paragraph A is violated without authority from the union, neither the United Association nor the union nor any of its officers or agents shall be liable if the union declares publicly that such action is unauthorized and promptly orders its members to return to work notwithstanding the existence of any wildcat picket line.

C. An employer may discipline or discharge any employee who engages in, participates in or encourages acts described in the foregoing paragraph A. Such action by an employer shall be final and binding upon the union and its members and shall not be a violation of this agreement by an employer. However, an issue of fact as to whether or not any employee engaged in, participated in or encouraged any such violation may be subject to the grievance procedure.

D. Any other provision to the contrary notwithstanding, nothing in this agreement shall be construed as giving an employer the right to require its employees to cross a lawful picket line. A lawful picket line is one authorized or recognized by the Hawaii Building and Construction Trades Council and in compliance

with the National Labor Relations Act. The employer shall not discriminate, discipline, or cause any adverse treatment to employees who exercise their option of refusing to cross a lawful picket line.

### **ARTICLE IX DISCIPLINE AND DISCHARGE**

**SECTION 15. *Discipline and Discharge.*** An employee may be disciplined or discharged for just cause including conduct in a manner unbecoming of a professional and/or socially unacceptable behavior and/or the unauthorized use of the employer's vehicle. If an employee is disciplined or discharged, the employer shall furnish the employee and the union the reasons therefor in writing upon request by the employee or the union.

### **ARTICLE X JOINT CONFERENCE COMMITTEE**

**SECTION 16. *Joint Conference Committee.*** There shall be a joint conference committee of three persons appointed by the union and three appointed by the employers. It shall meet within 48 hours when notice is given by either party. It shall select its own chairman and secretary. Matters before the committee shall be decided by a majority vote. Four members of the committee, two each from the union and employers, respectively, shall be a quorum to transact business, but each party may cast the full vote of its membership and it shall be counted as though all were present and voting.

**SECTION 17. *Grievance Procedure.*** Any grievance of the employer or the union, arising out of interpretation or enforcement of this agreement, shall be settled between the employer directly involved and the duly authorized representative of the union, if possible. An employer may have the Plumbing and Mechanical Contractors Association act as its representative.

**STEP 1:** Within ten days after the date of the grievance the steward or business agent and the employer will try to settle it. If the steward and business agent and the employer are unable to settle the grievance within said ten-day period, the grievance may be submitted in writing within five days thereafter to the Joint Conference Committee.

**STEP 2:** A majority vote of the Joint Conference Committee is required to settle or resolve any grievance submitted to it. If a grievance that has been submitted to the Joint Conference Committee is resolved or settled by a decision rendered by a majority vote of the Joint Conference Committee, said decision shall be final and binding upon the parties to the grievance in the same manner that a decision of an arbitrator is final and binding on any grievance that is submitted to an arbitrator pursuant to the terms of Section 18 of this agreement. If the Joint Conference Committee has been unable to settle or resolve the grievance within five days after it is submitted to it or within such further time as a

majority of the Joint Conference Committee may determine, the grievance will be submitted at the end of said five-day period or the agreed extended period to arbitration as provided hereinafter.

**SECTION 18. *Arbitration.*** If the Committee cannot agree on a decision on the grievance or dispute within ten (10) days of meeting to consider it, it shall choose an impartial arbitrator to decide the matter. If the parties cannot agree upon the selection of the impartial arbitrator, the arbitrator shall be selected by the First Judge of the U.S. District Court in Hawaii. In his/her absence, the Second Judge or any other Judge assigned to that Court shall make the selection.

The decision of the arbitrator shall be final and binding upon the parties and shall be in writing, signed by the arbitrator. A copy of the decision shall be given to each party.

All fees and expenses of the arbitrator shall be borne equally by the union and the employer involved in the grievance. Each party shall bear the expenses for the presentation of its own case.

Neither the Joint Conference Committee nor the arbitrator shall have the power to add to or alter the terms of this agreement.

### **ARTICLE XI APPRENTICESHIP AND TRAINING**

**SECTION 19. *Joint Apprenticeship and Training Committee.*** There shall be a Joint Apprenticeship and Training Committee composed of eight members, of which four members shall be designated as employer representatives and four members shall be designated as union representatives. The employer representatives shall be appointed and may be removed by the association and the union representatives shall be appointed and may be removed by the union.

The committee shall elect its own chairman and secretary annually and in no event can the chairman and secretary be representatives of the same group. These positions shall be rotated annually between the employer representatives and the union representatives.

The committee shall supervise all apprenticeship matters in accordance with this agreement and registered apprenticeship standards of the plumbing, welding, pipefitting, firesprinkler fitting, refrigeration fitting, heating, and air conditioning industry in the State of Hawaii.

The committee shall also establish and supervise journeymen training and safety programs to upgrade the skills and keep abreast of latest technological advancements of the industry.

Employers shall subscribe to and abide by the rules and regulations adopted and/or established by the committee.

Upon expiration of a probationary period of not more than three months, the employer may elect to recommend to the Honolulu Joint Apprenticeship Committee that the probationary apprentice be initiated into the Local Union and indentured into the Apprenticeship

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WHEREAS, the parties desire to establish and maintain harmonious cooperation between the employers and the union so as to avoid industrial conflict; and

WHEREAS, the parties desire to improve, protect, and maintain the plumbing, welding, pipefitting, fire sprinkler fitting, refrigeration fitting, heating, and air conditioning industry for the benefit of the employers, the employees, the union, and the community;

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SECTION 2. *Employers.* This agreement shall bind the association, its members and those employers who hereafter become members and other employers that become signatory to this agreement.

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SECTION 8. *Authorized Deductions.* If an employee signs the authorization forms attached hereto as "Exhibit G", "Exhibit G-1" and "Exhibit J", his/her employer shall deduct from his/her wages all dues, initiation fees, and political, contributions due from such employee to the union. Such deductions shall be made only once a month, except when the employee does not have enough wages to satisfy the deductions due to the union.

If an employee does not have enough wages on any payroll from which such deductions may be satisfied, the deductions shall be made from the next succeeding payroll until such deductions are satisfied. Deductions for government taxes, paying debts to his/her employer and deductions required by law to be made by the employer shall have priority over deductions payable pursuant to the authorizations.

The total amount of such deductions shall be immediately transmitted by the employer to the union by checks drawn (1) to the order of the union for the dues and initiation fees and (2) to the order of the PPAC Political Fund for the political contributions. The employer shall separate the two deductions into two separate checks.

The union shall indemnify the employer against all claims arising out of the operation of this section, provided that the basis for such claims was not caused by the employer.

program. If possible, the employer shall employ the indentured apprentice for the full term of his/her apprenticeship.

Whenever possible, an employer shall give the committee 48 hours' notice before laying off an apprentice. If an apprentice is discharged for cause, no notice to the committee is required.

If there is a dispute involving apprenticeship matters which cannot be settled by the committee, such dispute shall be referred to the Joint Conference Committee for settlement.

## ARTICLE XII WORKING RULES

SECTION 20. *Personal Automobile.* No employee shall be required to use his/her personal automobile to transport the employer's materials, tools, and equipment, or personnel.

SECTION 21. *Ratio of Apprentice to Journeymen.* The employer's ratio of apprentice to journeymen by classifications shall not be more than one apprentice to two journeymen, provided that there are journeymen from the first three groups of the referral procedure out of work to put such ratio in effect. However, small shops with two (2) or less journeymen shall be entitled to employ one (1) apprentice. For projects, the minimum numeric ratio of journeyman to apprentice allowed on the job site shall be 1:1. Exception. The employer's ratio for the fire sprinkler fitting classification shall not be more than 1 apprentice to 1 journeyman.

SECTION 22. *Ratio of Journeymen to Foremen.* The selection and number of foremen shall be the responsibility of the individual employer, subject only to the following qualifications:

- (a) On any job where there are five (5) but not more than seven (7) journeymen, one journeyman of the group shall be selected to act as a working foreman and shall receive working foreman's rate.
- (b) On any job where there are more than seven (7) journeymen, an additional working foreman shall be designated for each additional seven (7) journeymen or part thereof, including himself.
- (c) On all jobs requiring at least fifteen but not more than eighteen journeymen, including working foreman, there shall be a foreman.
- (d) On any pipefitting job requiring two or more foremen at a job site, one shall be designated as general foreman. A general foreman shall not supervise more than four foremen. When any additional foremen over four are required, there shall be one additional general foreman for one through four additional foremen.

SECTION 23. *Safety and Protective Devices.* Adequate safety and protective devices shall be supplied employees by the employer on all hazardous work in accord with safety orders of the Director, Department of Labor and Industrial Relations. Each employee shall observe his/her employer's instructions

in matters of safety if such instructions are not in conflict with safety orders of the Director, Department of Labor and Industrial Relations.

Each employee shall comply with applicable safety requirements and wear prescribed safety equipment in order to prevent accidents leading to bodily injury and property damage.

Each employee shall provide his/her own protective footwear whenever required by the contracting officer.

Each employee shall use a hard hat supplied by the employer when required. Failure of an employee to wear a hard hat may be just cause for immediate termination if such failure results in a violation citation being issued by OSHA.

Nothing in this agreement will be construed to make the union liable to any employee in the event of accident or injury. The State of Hawaii's Occupational Safety and Health Standards require a certain number of employees from each employer to have a first aid and CPR certificate and other safety-related certificates at each plant, department, or operation. As a condition of employment, each employee shall at all times have a first aid and CPR certificate and, if required for the job, scaffold and fall protection certificate, trench-safety certificate, and other safety-related certificates which have not expired. No employee with a first aid and CPR certificate which has expired for more than 60 days shall be eligible for employment with any employer. Nothing in this agreement will be construed to require the union or an employer to compensate an employee for obtaining a first aid and CPR certificate, or any other safety-related certificates.

SECTION 24. *Welding Test.* When a journeyman is required to take a welding test for certification, he/she shall be placed on the payroll of the employer and shall be paid in accordance with the wage schedule of this agreement before starting the test.

SECTION 25. *Galvanized Work.* When an employee is required to work with flame cutting or any type of welding equipment on any galvanized material or product for at least one hour, the employer shall provide the employee with adequate ventilation, safety equipment, and such employee shall be paid \$1.00 per hour in addition to his/her applicable rate while performing such work.

SECTION 26. *Labor Saving Devices.* There shall be no limitation or restriction on the use of machinery, tools or other labor saving devices supplied by the individual employer, provided such equipment is operated in accordance with and approved by the Director, Department of Labor and Industrial Relations.

SECTION 27. *No Employee Contracting.* No employee shall contract for any plumbing, welding, pipefitting, fire sprinkler fitting, refrigeration fitting, heating or air conditioning work directly or indirectly. Employers shall not contract with any employee independently of the union to perform work covered by this agreement. No employee covered by this agreement shall do any moonlighting of work covered by this agreement.

Any employee found guilty of violating this paragraph shall be fined \$500 by the union and shall be subject to disciplinary action, including discharge by the employer. Any other provision to the contrary notwithstanding, if any employer violates this provision, the employees may stop working for him/her and such work stoppage shall not be a violation of this labor agreement. Any employee who possesses an active and valid state contractor license for work covered by this agreement may be discharged at the option of the employer.

**SECTION 28. Height Pay.** Where an employee is required to work from OSHA approved trusses, stacks, towers, tanks, bosun's chair, swinging or rolling scaffolding, supporting structures or on open platforms where the employee is subject to a direct fall of 40 feet or more, he/she shall be paid at one and one-half times the straight-time rate. Provided, however, that when said work is performed where the employee is on a firm footing within an enclosure, a hazardous condition does not exist regardless of height.

**SECTION 29. Employee Tools.**

- (a) Employees shall provide themselves with adequate hand tools to perform their work. Said hand tools, however, shall not include any electric or air-driven tools, metering and gauging tools.
- (b) The employer shall furnish his/her employees with a secure place to keep their tools. If the employee's tool kit of working tools is lost because of fire or theft involving forcible entry while in the employer's care, the employer shall replace such tools or reimburse his/her employee for the purchase of replacement tools up to a maximum of \$1,000. If the company purchases insurance for the lost tools, the employee would pay the deductible not to exceed \$250. The employer may require a tool list, however, if a tool list is required, it shall be the sole responsibility of the employer to provide a check off tool list at the time of employment which shall be checked off by the employee with the employer's representative and filed with the employer before starting work on the first day of work. Provided, however, that for the employees who are presently employed by the employer, such check off tool list shall be checked off by the employee with the employer's representative and filed with the employer within the first ten (10) days following the date of signing of this agreement.
- (c) Should an employee purchase any additional tools to be used on the job, after employment, they shall provide proof of purchase by submitting such receipts to the employer.
- (d) Employees will be allowed sufficient time to pick up all tools before quitting time.
- (e) The above paragraphs (a) to (d) shall pertain only to employees who are dispatched by the Union to signatory plumbing and air conditioning contractors performing such related work.

For work other than plumbing and air conditioning, such as industrial or other related work, the employer shall furnish all tools to his/her employees.

**SECTION 30. Drinking Water.** An adequate supply of water shall be available to employees on all job sites. When water is supplied on the job in containers, it shall be cooled and the employer shall furnish paper cups to the employees or have an approved type of drinking fountain with rim guard to prevent the spread of disease.

**SECTION 31. Listing Materials.** No employee shall list material from plans or in any other manner before or after regular working hours without specific authorization by the employer. In such event he/she shall receive the overtime rate of pay.

**SECTION 32. Trade Jurisdiction.** The trade jurisdiction of the union shall be as contained in the constitution of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, but shall not be limited to the 50 points specified therein. Refer to Exhibit "O".

**SECTION 33. Lending Employees Prohibited.** The individual employer shall not lend or cause to be loaned any of his/her employees covered by this agreement to any other employer.

**SECTION 34. Work Under Union Agreement.** The individual employer shall not sublet, assign or transfer work covered by this agreement to any person, individuals, companies, contractors or firms not signatory to this agreement.

**SECTION 35. General Contractors.** The employers may contract with a general contractor to do work covered by this agreement on a construction site only if the general contractor is a party to collective bargaining agreements with unions covering the basic building tradesmen working on said site, provided, however, that the foregoing provision shall not apply to general contractors whose employees in the basic building trades on construction sites are not being organized by unions representing said building trades.

**SECTION 36. Work At Other South Pacific Areas.** In the event an employee is hired by the employer in Hawaii or from a sister local and employed by such employer in any of the South Pacific Islands outside of the State of Hawaii, the parties agree as follows:

- (1) Such employee shall deposit his/her travel card with the union.
- (2) He/She shall be paid not less than the basic wage prescribed for his/her classification in Exhibit "B" to this agreement.
- (3) The employer shall make for such employee the contributions to the various funds in the amounts provided in Exhibit "B" of this agreement.
- (4) He/She shall receive travel-time pay of two hours each way.

**SECTION 37. Employer Working With Tools.** "Employer" as used in this subsection means any person owning 10% or more of a signatory's business as an

individual or partner, or who owns or subscribes directly or indirectly to 10% or more of the outstanding shares of stock of a signatory corporation. Only one employer in such business or corporation may work with tools.

**SECTION 38. *Identifying Trucks.*** All employers' trucks shall bear the name of the employer's firm on both sides in letters legible at one hundred (100) feet. Signs shall be of a permanent type and remain as such. Within 30 days after the union sends a written notice to the employer of any alleged violation of this section, the employer and the union shall meet to resolve the complaint. There will be a \$50 per day fine per vehicle after the 30 days period has expired. Such fine shall be paid to the PAMCAH-UA Local 675 Cooperation Fund.

**SECTION 39. *Out Of State Employer.*** An employer from outside the State of Hawaii who undertakes any plumbing, pipefitting, pipe welding, refrigeration, air conditioning, sprinkler fitting, or steam fitter-welding work within the State of Hawaii shall not bring in more than one non-resident foreman or general foreman. Notwithstanding the above, the Business Manager may, at his sole discretion, authorize additional non-resident foremen or general foremen to be employed within the State of Hawaii under terms and conditions specified in a writing signed by the Business Manager.

**SECTION 40. *Bad Road Transportation.*** Where a road to a job is in such condition that great damage to an employee's personal automobile might result if he/she drove over such road, the employer shall furnish him/her with transportation to and from the job, except when such road is maintained by the city and county, state or federal government.

**SECTION 41. *Parking Expenses.*** Where free parking is not available within 1500 feet of the job or project, the employer shall reimburse his/her employees at the lowest rate available within said 1500 feet area, provided that the employees present a signed and dated receipt for each parking expenditure. The employer may, however, furnish transportation from a designated pick-up point where free parking is available rather than reimburse the employees for such parking expenditures.

### **ARTICLE XIII WORK PERIODS AND PREMIUM PAY**

**SECTION 42. *Standard Workday and Workweek Overtime.*** Eight consecutive hours except for one-half to one hour for lunch period shall be a standard workday, and Monday through Friday shall be a standard workweek. The standard workday shall start between 6 a.m. and 8 a.m. Any work performed outside the standard workday or the standard workweek, except for shift work as provided in Section 43, shall be paid for at one and one-half times the straight-time rate provided that work performed on any Sunday shall be paid for at double the straight-time rate.

For projects on another island, as provided in Section 48, an employer may request approval to work

4 ten hour days or 4 nine hour days and 1 four hour day at the straight-time rate per week. Such approval shall be given by the Union only if the majority of the employees working on the project sign a document which states that they support the employer's request. This paragraph is applicable only on private and federal jobs.

#### **SECTION 42.1 *Meal Period.***

- (1) An employee covered by this agreement shall be afforded a meal period of at least thirty (30) minutes to begin within the period from the third through the fifth 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 times his/her regular straight-time rate for all time worked after said fifth (5th) hour until such time as he/she is afforded the opportunity to eat.
- (2) If the employee is already being paid at the overtime rate by reason of Saturday, Sunday, or holiday work, he/she shall receive one-half (½) his/her straight-time rate in addition to his/her applicable rate for all time worked after said fifth (5th) hour until such time he/she is afforded the opportunity to eat.
- (3) Whenever overtime work exceeds two and one-half (2½) 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 hour (2½) 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.
- (4) If the employee is not afforded a meal period as provided for in paragraph (3) above, he/she shall be paid one-half (½) of his/her straight-time rate in addition to his/her applicable rate for all time worked after the applicable period of overtime work until such time as he/she is afforded the opportunity to eat.

**SECTION 42.2. *Saturday Make-up Day.*** The standard workweek shall include Saturday, if Saturday is a make-up day. A make-up day may be caused by weather, owner's request, general contractor's request, equipment breakdown, power failure, or accident which results in fatality, which would prevent employees from starting work on any one or more of the regularly scheduled Monday through Friday workdays or prevents employees from working a full shift on any of said days, then Saturday, at the employer's option, may be scheduled as a make-up day at the employee's regular straight-time rate. On said Saturday, the straight-time rate shall apply for the employee's first eight (8) hours of work or upon completion of forty (40) straight-time hours of work for that week, whichever occurs first; one and one-half times the employee's regular straight-time rate for all

hours worked thereafter. The employer shall notify the union by telephone or fax of the employer's option to work on Saturday as a make-up day. There shall be no discrimination by the employer based on an employee's refusal or inability to work on the make-up day. This paragraph is applicable only on private and federal jobs.

**SECTION 43. *Shift Work.*** Shift work shall not be permitted unless regular shifts are declared and established for at least two consecutive workdays. Shift declaration shall be made to affected employees 24 hours prior to initial shift workday. Shift work on Saturdays shall be paid for at one and one-half times the straight-time rate. Shift work on Sundays and holidays shall be paid for at double the straight-time rate. Shift work shall be between the hours of 4:00 p.m. and 7:00 a.m.

Seven and one-half consecutive hours, except for one-half to one hour for lunch period, shall be a standard shift workday. An employee shall be paid eight hours' pay for a standard shift workday.

For work in excess of seven and one-half hours and for work performed on Saturdays after 7:00 a.m., an employee shall be paid at one and one-half times the straight-time rate, provided, that work performed on Sundays and holidays shall be paid for at double the straight-time rate.

**SECTION 44. *Minimum Time.*** An employee laid off permanently after working less than four hours shall receive pay for four hours of work, and if laid off after working more than four hours, but less than eight hours, shall receive pay for eight hours of work, except in cases and under conditions beyond the control of the employer and whenever the employee is discharged under Article IX, Section 15.

**SECTION 45. *Show-Up Time.*** Any employee reporting for work who worked on the previous workday and was not notified that there would be no work on the following day shall receive at least one hour's pay except in cases and under conditions beyond the control of the employer.

**SECTION 46. *Holidays.*** All work performed on any of the following holidays, hereinafter called "calendar holiday", or on any other single day, hereinafter called "alternate holiday" celebrated as such by employees of the State of Hawaii, pursuant to the laws of Hawaii or proclamation of its Governor, shall be paid for at double the straight-time rate: New Year's Day, President's Day, Memorial Day, Kamehameha Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas. If an employee works on both the calendar holiday and the alternate holiday or only on the calendar holiday, if an alternate holiday is being celebrated, he shall be paid double time only for the work performed on the alternate holiday and shall receive whatever rate of pay is specified under this agreement for the work performed on the calendar holiday just as though such day was not a holiday named in this section. Any pay under this section for work performed on holidays shall be in addition to the holiday pay provided in Section 51.

On a project by project basis, an employer may request approval to exchange any of the "alternate holidays" to a day other than the day on which it falls, unless it conflicts with State and Federal laws. Such approval shall be given by the union on the condition that the majority of the employees working on the project sign a document which states that they support the employer's request.

## ARTICLE XIV TRAVEL ZONES AND ALLOWANCE

**SECTION 47. *Travel Zones and Allowance-General.*** When an employee is required to work in a travel allowance area, the employer does not have to furnish transportation to and from the job site.

If an employee required to work in a non-travel allowance area is instructed to report for work at the shop, he/she shall leave the shop at the regular starting time and remain on the job until regular quitting time.

The loading and unloading of materials and driving of trucks or any other vehicles are considered as time worked.

If an employee is required to work in a non-travel allowance area and reports directly to the job site, he/she shall report to the job site at the regular starting time and shall remain on the job until the regular quitting time. The employer does not have to furnish transportation to and from the job site.

Travel allowance as described below for the respective islands shall not apply to those employees from another island in the State that are either provided room and board or subsistence allowance under Section 48, Article XV, Travel Away From Home.

Employees required to work in a travel-allowance area may be given subsistence allowance in lieu of the travel allowance at the option of the employer.

**SECTION 47.1 — *Oahu.*** A FREE ZONE (Zone in which travel allowance is not paid) originating from the Capitol Building, Honolulu includes the area within the points connecting the intersection of Lualualei Naval Road and Farrington Highway, Schofield Barracks, the intersection of Helemano Military Reservation Road and Highway 99, and Waikane.

An employee working beyond the intersection of Lualualei Naval Road and Farrington Highway; or beyond Schofield Barracks; or beyond the intersection of Helemano Military Reservation Road and Highway 99; and beyond Waikane; shall be paid one hour's travel allowance per day at his/her straight-time rate.

**SECTION 47.2 — *Mauai.*** A FREE ZONE (Zone in which travel allowance is not paid) originating from Wailuku and Kahului includes the area within the points connecting Olowalu, Kahakuloa, Puuolai, Pukalani RJ at highway 37, Makawao RJ at highway 37, including the town of Makawao and RJ 365 and 36.

All employees working beyond Puuolai; or beyond Olowalu; or beyond Kahakuloa; or beyond the Pukalani and Makawao road junctions; or beyond the road junction of Highway 400 and 36 up to and includ-

ing Wailua shall be paid one hour travel allowance per day at his/ her straight-time rate.

All employees working beyond Wailua up to and including Kaeleku shall be paid two hours travel allowance per day at his/her straight-time rate.

If an employee is required to work at Hana and beyond, the provisions of Section 48, Subsistence Allowance shall apply.

**SECTION 47.3 — Hawaii.** There shall be two points of origin on the island of Hawaii, one in Hilo and the second in Kailua-Kona.

A FREE ZONE (Zone in which travel allowance is not paid) originating from Hilo includes the area within the points connecting Kalapana, Kilauea Military Camp, RJ200 and road which goes up to Mauna Kea, and Hakalau Bridge.

All employees working beyond the Hakalau Bridge up to and including the Lakeland subdivision, beyond Kilauea Military Camp up to and including Naalehu, at Maunakea and Pohakuloa, or beyond Kalapana shall be paid one hour travel allowance per day at his/her straight-time rate.

All employees working beyond Naalehu up to Manuka Park shall be paid one and one-half hours travel allowance per day at his/her straight-time rate.

If an employee from Hilo is required to work in the Kailua-Kona free zone area, the Kamuela and Kohala area, or the area between Kealia and Manuka Park, the provision of Section 48, Subsistence Allowance shall apply.

A FREE ZONE (Zone in which travel allowance is not paid) originating from Kailua-Kona includes the area within the points connecting Kealia, Waikii, and Kawaihae.

All employees working beyond Kealia up to and including Manuka Park; beyond Waikii (Maunakea and Pohakuloa); or beyond Kawaihae up to and including Lakeland subdivision including the Kohala area shall be paid one hour travel allowance per day at his/her straight-time rate.

All employees working beyond Manuka Park up to Naalehu shall be paid one and one-half hours travel allowance per day at his/her straight-time rate.

If an employee from Kailua-Kona is required to work in the Hilo free zone area or the area between Naalehu and the Kilauea Military Camp, the provision of Section 48, Subsistence Allowance shall apply.

**SECTION 47.4 — Kauai.** A FREE ZONE (Zone in which travel allowance is not paid) originating from Lihue includes the area within the points connecting Hanalei Bridge and Waimea. Princeville is included in the free zone.

All employees working beyond the Hanalei Bridge and beyond Waimea shall be paid one hour's travel allowance per day at his/her straight-time rate.

## ARTICLE XV TRAVEL AWAY FROM HOME

**SECTION 48. Subsistence Allowance.** If an employee from one island is required to work on another island

in the State, his/her employer shall:

(a) Provide the employee with suitable transportation from his/her island to the other island job site and upon completion of the work project, from the job site to his/her island and travel time pay of one hour each way.

(b) If the work requires the employee to remain away from home overnight, the employer shall provide the employee with meals and lodging of good quality or a cash subsistence allowance in accordance with the following schedule per day, seven days per week, unless an employee is absent from work without the employer's consent.

Effective January 4, 1998 - \$48.00 per day

Effective January 3, 1999 - \$52.00 per day

Effective January 2, 2000 - \$56.00 per day

Effective January 7, 2001 - \$58.00 per day

Effective January 6, 2002 - \$60.00 per day

The determination of whether to provide meals, lodging, or cash subsistence allowance rests with the employer. If the determination is to provide lodging, there should be no more than two employees per one bedroom or four employees per two bedrooms and one bathroom. If the determination is to provide meals, the employer shall provide the employee with a cash meal allowance of 50% of the applicable subsistence allowance. While the employee is working on the other island, the employer shall provide him/her with adequate vehicular transportation from a designated pick-up point to the job site and return at the end of his/her work shift to the pick-up point.

(c) For purposes of this section the Hana area shall be considered a separate island.

(d) For purposes of this section, employees from the Hilo area who work in the Kailua-Kona free zone area or the area between Kealia and Manuka Park shall consider such area as a separate island.

(e) For purposes of this section, employees from the Kailua-Kona area who work in the Hilo free zone area or the area between Naalehu and Kilauea Military Camp shall consider such area as a separate island.

(f) Weekend Trips Home. If a job requires an employee to be away from home for more than four consecutive weeks and the employer furnishes the employee with room and board in lieu of subsistence allowance, the employee will be allowed one weekend (two days) trip home for every four week period that he/she is away from home. Air fare will be paid by the employer; but the employee will not be paid for travel time. The employer will pay for the employee's room during his/her trip home.

If the employee is discharged under Article IX, Section 15, or quits before completion of the work project, his/her subsistence allowance for meals and lodging shall cease. If the employee does not stay on the work project until the work project is completed, he/she shall pay his/her own return transportation.

If the employee is incapacitated and is unable to perform work due to personal illness or injury, the employee must immediately notify his/her employer or employer's representative personally. Subsistence or meals and lodging shall continue until such time as the employer returns the employee to his/her home island. Certification from a licensed professional must validate the duration and degree of incapacitation.

## ARTICLE XVI WAGES

SECTION 49. *Wages.* Attached hereto marked Exhibit "B" and made a part of this agreement is a wage schedule setting forth the wage rates that shall be effective for the term of this agreement.

## ARTICLE XVII WAGE PAYMENTS

SECTION 50. *Wage Payments.* Wages shall be paid weekly no later than quitting time on Friday. If a covered employee is required to wait for payment after the regular quitting time, the employee shall be paid for the waiting time measured from the quitting time to the time payment is received at their regular hourly rate. When an employee is terminated, he/she shall be paid all of his/her wages by the end of that work day. In the event a covered employee is not paid on the day described above, the employee shall be paid an additional 8 hours of wages at his/her regular hourly rate for each workday or part thereof that payment in full of the wages due him/her is delayed. If an employee is terminated after 3:30 p.m. on Saturdays, Sundays or Holidays, he/she shall be paid not later than the next succeeding business day.

## ARTICLE XVIII VACATION AND HOLIDAY FUND

SECTION 51. *Vacation and Holiday Fund.* The employers and union agree to continue the existing trust fund known as "PAMCAH-UA Local 675 Vacation Fund", as amended, including a change of name to "PAMCAH-UA Local 675 Vacation and Holiday Fund", hereinafter referred to as "Vacation and Holiday Fund", under a trust agreement as amended and attached hereto as Exhibit "C". Each employer shall participate in the vacation and holiday fund.

Each employer shall contribute to the vacation and holiday fund as required by Exhibit "B" for each compensable hour worked by each of his/her employees.

Such contributions shall be computed on a calendar-month basis and shall be paid to the vacation and holiday fund monthly by the 25th day of the month immediately following.

A transmittal form providing such information as the trustees of the vacation and holiday fund may require shall accompany such monthly payments of the vacation and holiday contributions.

The employer shall provide the board of trustees of

the vacation and holiday fund with all information necessary to carry out the purposes of the vacation and holiday fund and shall permit an audit of his/her payroll records by an authorized representative of the vacation and holiday fund to ascertain whether all payments due to the vacation and holiday fund have been paid.

The board of trustees will manage the vacation and holiday fund in behalf of employees of all employers having an agreement with the union.

As described in Exhibit "B", "Employer Contributions" shall be remitted to the Ad Office monthly as the employer's contributions toward employee's benefits for his/her vacation and holiday benefits. Such contributions shall be included in the employee's gross pay for the purpose of computing necessary withholding (Federal and State) income taxes, Social Security and Medicare taxes.

## ARTICLE XIX HEALTH AND WELFARE FUND

SECTION 52. *Health and Welfare Fund.* The employers and the union agree to continue the existing health and welfare trust fund known as the "PAMCAH-UA Local 675 Health and Welfare Fund" hereinafter referred to as the "health fund" under a trust agreement, as amended, and attached hereto as Exhibit "D". Every employer shall participate in the health fund.

Each employer shall contribute to health fund as required by Exhibit "B" for each compensable hour worked by each of his/her respective employees. Each employer, the association, the union, and Ad Office, and the health fund, as participating employers shall contribute to the health fund for each of its respective eligible non-bargaining employees. The monthly amount shall be 140 hours multiplied by the contribution rate set forth below:

January 5, 2003 - January 3, 2004	\$7.25
January 4, 2004 - July 3, 2004	\$7.25
July 4, 2004 - January 1, 2005	\$7.25
January 2, 2005 - July 2, 2005	\$7.25
July 3, 2005 - December 31, 2005	\$7.25
January 1, 2006 - July 1, 2006	\$7.25
July 2, 2006 - January 6, 2007	\$7.25
January 7, 2007 - June 30, 2007	\$7.25
July 1, 2007 - January 5, 2008	\$7.25

The contribution rate for each of the above effective dates shall be 75¢ less than the journeymen's contribution to the Health and Welfare Fund.

Such contributions shall be computed on a calendar-month basis and shall be paid to the health fund monthly by the 25th day of the month immediately following.

A transmittal form provided by the trustees of the health fund showing the monthly total of compensable hours worked by each employee shall accompany such monthly payments.

The employer shall provide the board of trustees of the health fund with all information necessary to carry

out the purposes of the health fund and shall permit an audit of his/her payroll records by an authorized representative of the health fund to ascertain whether all contributions due to the health fund have been paid.

The board of trustees will manage the health fund in behalf of employees of all employers who have agreements with the union.

## **ARTICLE XX PENSION FUND**

**SECTION 53. *Pension Fund.*** The employers and the union agree to continue the existing pension trust fund known as the "PAMCAH-UA Local 675 Pension Fund" hereinafter referred to as the "pension fund" under a trust agreement, as amended, and attached hereto as Exhibit "E". Every employer shall participate in the pension fund.

Each employer shall contribute to the pension fund as required by Exhibit "B" for each compensable hour worked by each of his/her respective employees. Each employer, the association, the union, the Ad Office, and the pension fund, as participating employers shall contribute to the pension fund the amount required by the Rules and Regulations for the Pension Fund X 140 hours per month for each of its respective eligible non-bargaining employees.

Such contributions shall be computed on a calendar-month basis and shall be paid to the pension fund monthly by the 25th day of the month immediately following.

A transmittal form provided by the trustees of the pension fund showing the monthly total of compensable hours worked by each employee shall accompany such monthly payments.

The employer shall provide the board of trustees of the pension fund with all information necessary to carry out the purposes of the pension fund and shall permit an audit of his/her payroll records by an authorized representative of the pension fund to ascertain whether all contributions due to the pension fund have been paid.

The board of trustees will manage the pension fund in behalf of employees of all employers who have an agreement with the union.

## **ARTICLE XXI TRAINING FUND**

**SECTION 54. *Training Fund.*** The employers and the union agree to continue the existing training trust fund known as the "PAMCAH-UA Local 675 Training Fund" hereinafter referred to as the "training fund" under a trust agreement, as amended, and attached hereto as Exhibit "F". Every employer shall participate in the training fund.

Each employer shall contribute to the training fund as required by Exhibit "B" for each compensable hour worked by each of his/her respective employees.

Such contributions shall be computed on a calendar-

month basis and shall be paid to the training fund monthly by the 25th day of the month immediately following.

A transmittal form provided by the trustees of the training fund showing the monthly total of compensable hours worked by each employee shall accompany such monthly payments.

The employer shall provide the board of trustees of the training fund with all information necessary to carry out the purposes of the training fund and shall permit an audit of his/her payroll records by an authorized representative of the training fund to ascertain whether all contributions due to the training fund have been paid.

The board of trustees will manage the training fund in behalf of employees of all employers who have an agreement with the union.

## **ARTICLE XXII ANNUITY FUND**

**SECTION 55. *Annuity Fund.*** The employers and the union agree to establish the Annuity Trust Fund known as the "PAMCAH-UA Local 675 Annuity Trust Fund" hereinafter referred to as the "annuity fund" under a trust agreement and attached hereto as Exhibit "K". Every employer shall participate in the annuity fund.

Each employer shall contribute to the annuity fund as required by Exhibit "B" for each compensable hour worked by each of his/her respective employees. Each employer, the association, the union, the Ad Office and the annuity fund, as participating employers shall contribute to the annuity fund the amount required for Journeyman in Exhibit "B" X 140 hours per month for each of its respective eligible non-bargaining employees.

For an eligible non-bargaining employee whose salary is above the journeyman pay level, the employer shall contribute to the Annuity Fund, the applicable percentage multiplied by the employee's monthly salary. The applicable percentage shall be a fraction where the numerator is the annuity contribution for a journeyman and the denominator is a journeyman's hourly wage rate.

Such contributions shall be computed on a calendar-month basis and shall be paid to the annuity fund monthly by the 25th day of the month immediately following.

A transmittal form provided by the trustees of the annuity fund showing the monthly total of compensable hours worked by each employee shall accompany such monthly payments.

The employer shall provide the board of trustees of the annuity fund with all information necessary to carry out the purposes of the annuity fund and shall permit an audit of his/her payroll records by an authorized representative of the annuity fund to ascertain whether all contributions due to the annuity fund have been paid.

The board of trustees will manage the annuity fund

in behalf of employees of all employers who have agreements with the union.

The employers and the union further agree that the following provisions shall be considered in adopting rules:

1. The annuity fund must be a defined contribution plan.
2. The employee who participates in the annuity fund shall not be permitted to withdraw any of the annuity money until such time that the employee retires or he leaves the industry.

### ARTICLE XXIII COOPERATION FUND

SECTION 56. *Cooperation Fund.* The employers and the union agree to establish the "PAMCAH-UA Local 675 Cooperation Fund" hereinafter referred to as the "cooperation fund" under a trust agreement attached hereto as Exhibit "M". Every employer shall participate in the cooperation fund.

Each employer shall contribute to the cooperation fund as required by Exhibit "B" for each compensable hour worked by each of his/her respective employees.

Such contributions shall be computed on a calendar-month basis and shall be paid to the cooperation fund monthly by the 25th day of the month immediately following.

A transmittal form provided by the Trustees of the Cooperation Fund showing the monthly total of compensable hours worked by each employee shall accompany such monthly payments. The employer shall provide the board of trustees of the cooperation fund with all information necessary to carry out the purposes of the cooperation fund and shall permit an audit of his/her payroll records by an authorized representative of the cooperation fund to ascertain whether all contributions due to the cooperation fund have been paid.

The board of trustees will manage the cooperation fund in behalf of employees of all employers who have an agreement with the union.

### ARTICLE XXIV ADMINISTRATIVE OFFICE

SECTION 57. *Administrative Office.* There shall be an administrative office which shall provide administrative services to the vacation and holiday fund, health fund, pension fund, training fund, annuity fund, cooperation fund, the Joint Apprenticeship and Training Committee and other programs approved by the board of trustees.

The Ad Office shall be under the control of the board of trustees.

The board of trustees shall prorate the operating expenses of the Ad Office by a reasonable and just charge to the various funds and programs utilizing its services.

The union shall file with the Ad Office executed copies of all agreements entered into by the union and employers who are not members of the association.

### ARTICLE XXV PAYMENT OF CONTRIBUTIONS

SECTION 58. *Payment of Contributions.* Contributions to the vacation and holiday fund, health fund, pension fund, training fund, annuity fund, cooperation fund, and administrative fee shall be computed by the employer on a calendar-month basis and sent to the Ad Office, or a depository selected by the Ad Office, by the 25th day of the month immediately following with the consolidated transmittal form provided by the Ad Office. The consolidated transmittal form shall show the following information:

- (a) The name of every employee on the payroll for all weeks ending within the previous calendar month for whom a contribution is made;
- (b) The social security number of each employee;
- (c) The number of hours worked by each employee;
- (d) The amount of the contributions for each employee payable to the vacation and holiday fund, training fund, health fund, pension fund, annuity fund, cooperation fund, and administrative fee, respectively;
- (e) The total amount of contributions transmitted for all employees;
- (f) The check number; and
- (g) The date of payment.

The trustees of each fund may change and add to the information which the employer is required to include in the consolidated transmittal form.

Duplicate copies of the consolidated transmittal form shall be sent to the union and the association.

### ARTICLE XXVI DELINQUENT CONTRIBUTIONS

SECTION 59. *Delinquent Contributions.* Where any of the employer's contributions to the vacation and holiday fund, health fund, pension fund, training fund, annuity fund, or cooperation fund for a calendar month are not paid or postmarked by the 25th day of the month immediately following, such contributions are delinquent. An employer responsible for such delinquent contributions shall pay as damages the amount of 10% of such delinquent contributions to each respective fund.

If it is necessary to take legal action to enforce payment of contributions and damages from an employer, such employer shall pay for all auditor's fees and costs; court costs; and reasonable attorney's fees of 25% of the total amount of contributions and damages due.

Within 30 days after the Ad Office delivers written notice to the union that legal action to enforce payment of contributions and damages has been taken, the union shall remove the employees of such employer. Such removal by the union shall not constitute a breach of this agreement. The union shall dispatch the employees who were removed back to the employer upon full payment of all contributions and damages together with audit and legal costs and fees.

**ARTICLE XXVII  
ADMINISTRATIVE FEE**

SECTION 60. *Administrative Fee Covering the Negotiation and Administration of the Labor-Management Agreement.* 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 in this labor-management agreement (namely: vacation & holiday, health & welfare, pension, training, annuity and cooperation funds) may be economically, competently, and centrally coordinated, each employer signatory to this agreement shall pay the association for the negotiation and administration of the agreement on his/her behalf in accordance with the following schedule for each compensable hour worked by each of his/her employees:

Effective January 5, 2003 - 16¢ per hour  
Effective January 4, 2004 - 17¢ per hour  
Effective January 2, 2005 - 18¢ per hour  
Effective January 1, 2006 - 19¢ per hour  
Effective January 7, 2007 - 20¢ per hour

Such payment shall be computed on a calendar month basis and shall be transmitted to the Ad Office monthly.

It is specifically understood and agreed that funds generated from the above fee shall not be used to promote or encourage open shop construction.

**ARTICLE XXVIII  
UNIFORM CONDITIONS**

SECTION 61. *Uniform Conditions.* No individual employer bound hereby shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to any other employer working under a collective bargaining agreement with the union covering similar work in the State of Hawaii.

**ARTICLE XXIX  
SPECIAL FEDERAL GOVERNMENT WORK**

SECTION 62. *Special Federal Government Work.* For purposes of this paragraph, special federal government projects are those projects which are placed for bid by the contracting agencies of the Army, Navy, Marine, Coast Guard, Air Force and Corps of Engineers and approved by the union as a special federal government project.

The rate of pay (wages and fringe benefits) for special federal government projects will be that which is pre-determined by the U.S. Department of Labor (Davis-Bacon rates) as provided in the bid documents for the job. Once the contract is awarded, the pre-determined rate of pay will prevail for the duration of the contract.

In order to qualify a project as a special federal

government project, the employer shall contact the Association as soon as practicable prior to general bid opening. In turn, the Association shall assemble all of the pertinent information regarding the project and meet with the Union for review and approval. The Union shall give its approval or disapproval within 5 working days. Once a determination has been made, the Association shall inform all employers.

The decision of the union shall be final and binding and shall not be subject to the provision of Sections 17 & 18.

**ARTICLE XXX  
MANAGEMENT PREROGATIVE**

SECTION 63. *Management Prerogative.* Any of the rights, powers, or authority the employer had prior to the signing of this agreement are retained by the employer, except those specifically abridged, delegated or modified by this agreement.

**ARTICLE XXXI  
MODIFICATION OF AGREEMENT**

SECTION 64. *Modification of Agreement.* This agreement shall not be modified except by written documents signed by the parties hereto.

**ARTICLE XXXII  
SAVING CLAUSE**

SECTION 65. *Saving Clause.* If any part of this agreement is declared legally invalid by a board or court of competent jurisdiction, the remaining part shall be valid and binding upon the parties, provided that the parties shall meet immediately to negotiate on the invalid part.

**ARTICLE XXXIII  
GENDER CLARIFICATION**

SECTION. 66. *Gender Clarification.* Any reference to the male gender in this agreement shall be deemed to include the female gender.

**ARTICLE XXXIV  
HAWAII AND KAUAI COUNTIES**

SECTION 67. *Hawaii and Kauai Counties.* Where the union has determined that wage rates and fringe benefits must be adjusted for locally based signatory contractors doing business in Hawaii and Kauai Counties to compete against non-signatory companies on the respective counties, the union shall establish the wage rates and fringe benefits contributions. The adjusted wage rates and fringe benefits contributions shall not be applicable on State and County and Federal projects.

The adjusted wage rates and fringe benefits shall be signed by the Business Manager of the union and

copies shall be distributed to the local signatory contractors, the association, and the Ad Office.

### **ARTICLE XXXV DURATION, CHANGE OR TERMINATION**

**SECTION 68. *Duration, Change or Termination.*** This amended agreement takes effect on January 5, 2003 and remains in effect through January 5, 2008. It continues from year to year thereafter from the first Sunday of January to the Saturday preceding the first Sunday of January unless changed or terminated as provided herein.

If the employers or the union desires to change or terminate this agreement on January 5, 2008, or of any year thereafter, the party desiring the change or termination shall notify the other in writing between 120 to 150 days before January 5, 2008, or the first Sunday of January of any year thereafter.

Any other provision to the contrary notwithstanding, if the parties are not able to reach a satisfactory agreement by January 5, 2008, or the first Sunday of January of any year thereafter, the parties may strike or lockout.

### **ARTICLE XXXVI PROJECT AGREEMENTS**

**SECTION 69. *Project Agreements, Scope and Purpose.*** The intent and purpose of this section is to promote and encourage the Contractors to be more competitive in their field, to secure more work, and to protect the jurisdiction of U.A. Local 675.

**SECTION 70. *Wage and Fringe Benefits.*** Where the parties hereto have determined that wages and fringe benefits must be adjusted for the signatory contractors to be competitive on a job still in its bidding process, the parties shall then meet as soon as practicable to determine the wage rates and fringe benefits contributions that will prevail for the duration of the project in question. The approval of such wage and fringe benefits determination shall be on a project by project basis signed by the Business Manager of U.A. Local 675 and the President of the Plumbing and Mechanical Contractors Association of Hawaii on behalf of their respective membership.

**SECTION 71. *Notification.*** Where an adjusted wage rates and fringe benefits determination has been approved, it shall be the responsibility of each party hereto to notify their respective membership regarding the adjusted wage rate for the project in question.

### **ADDENDUM TO LABOR-MANAGEMENT AGREEMENT COVERING SERVICE, MAINTENANCE, AND REPAIR WORK**

The following paragraphs shall apply to all service, maintenance, and repair work:

**SECTION S&R1. *Standard Workday and Workweek, Overtime.*** The regular workday shall be eight consecutive hours between the hours of 6:00 a.m. to 11:00 p.m. exclusive of lunch period and the workweek shall be any five (5) consecutive days in any six (6) Monday through Saturday, provided, however, that any work scheduled after 6:00 p.m. or a change in the workweek schedule shall be arranged and scheduled between the employees and the employer at least 24 hours in advance of such evening work or change in schedule. The maximum working hours at the straight-time rate per week shall be 40 hours. All work performed outside the regular workday or regular workweek except for shift work which does not carry premium pay under Section 43 shall be paid for at one and one-half times the straight-time rate, provided that work performed on Sundays and holidays shall be paid at one and one-half times the straight-time rate.

An employee called out for service, maintenance, and repair work outside of the regular working hours shall receive the minimum of one hour's pay or one hour's work.

For purposes of this section, service, maintenance, and repair work shall include all replacement, repair or service work. For clarification purposes, repair by replacement work shall include, but not limited to, the replacement of chillers, boilers, cooling towers, air handlers, fan coils, pumps, heat pumps, self-contained package units, split systems, refrigeration equipment, and solar units.

For purposes of this section, service, maintenance, and repair work shall also include all residential renovation work.

For purposes of this section, service, maintenance, and repair work shall also include small commercial renovation work of less than \$35,000.00 cost. Commercial renovation work of \$35,000.00 or more cost shall be in accordance with Section 42 of this agreement.

**SECTION S&R2. *Holidays.*** All work performed on any of the following holidays, hereinafter called "calendar holiday", or on any other single day, hereinafter called "alternate holiday" celebrated as such by employees of the State of Hawaii, pursuant to the laws of Hawaii or proclamation of its Governor, shall be paid for at one and one-half times the straight-time rate: New Year's Day, President's Day, Memorial Day, Kamehameha Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If an employee works on both the calendar holiday and the alternate holiday, or only on the calendar holiday, if an alternate holiday is being celebrated, he/she shall be paid one and one-half times the straight-time rate only for the work performed on the alternate holiday and shall receive whatever rate of pay is specified under this agreement for the work performed on the calendar holiday just as though such day was not a holiday named in this section. Any pay under this section for work performed on holidays shall be in addition to the holiday pay provided in

Section 51 of this agreement.

On a project by project basis, an employer may request approval to exchange any of the "alternate holidays" to a day other than the day on which it falls, unless it conflicts with State and Federal laws. Such approval shall be given by the union on the condition that the majority of the employees working on the project sign a document which states that they support the employer's request.

**SECTION S&R3. *Special Condition Projects.*** When an employer intends to bid on a special condition project, the employer may send a written request to the union stating the project name, location and address, description of work, approximate number of man hours, dates of work, hours of work, and the name of the non-signatory contractor who is also bidding on the project. Such written request must be sent to the union at least 3 working days prior to the bid date. The union shall notify the employer of the approval or disapproval of the request within 2 working days. For purposes of this section, special condition projects are projects which the employer is absolutely positive that he/she is in direct competition with a non-signatory contractor and further defined as private commercial projects such as offices, condominiums, supermarkets, hotels, shopping centers, and other similar buildings or federal, state, and county buildings which require a shut down of the facility in order to replace the mechanical equipment such as boilers, booster pumps, chillers, cooling towers, heat pumps, etc. Upon approval by the union, for private projects, the employees shall receive straight-time rate of pay for up to 40 hours per week and for federal, state and county projects, the employees shall receive the rate of pay in accordance with the applicable federal "Davis-Bacon Act" or state "Public Works Law". Overtime pay of one and one-half times the straight-time rate shall be paid for all hours worked beyond 40 hours per week. There shall be no discrimination by the employer based on an employee's refusal or inability to work on a "special condition project". If it is determined by the joint conference committee that there was no non-signatory contractor involved in the bidding process, the approval given by the union under this section shall be automatically cancelled.

**SECTION S&R4. *Air Conditioning and Refrigeration Service and Maintenance Work.*** Air Conditioning and Refrigeration Service and Maintenance work shall be defined as service, maintenance, and repair work which is generally performed in supermarkets, department stores, hotels, malls, commercial buildings, theaters, convenience stores, condominiums, restaurants, clubs, and other similar buildings. For purposes of this section, the term "Air Conditioning and Refrigeration Service and Maintenance" shall include service, maintenance, and repair work in connection with tenant improvement work. An air conditioning maintenance worker and a refrigeration maintenance worker classifications have been established to assist in the service, maintenance, and repair work on air conditioning and refrigeration mechanical equipment. Maintenance

workers must be qualified to perform and shall be allowed to perform the work listed below:

- (a) Filter changing and maintenance thereof
- (b) Oil and greasing
- (c) Belt adjustment or replacement
- (d) Cleaning of cooling towers, coils, evaporator and condenser tubes and water treatment
- (e) General housekeeping
- (f) Delivery and truck driving of parts or equipment trucks
- (g) Systems operation under contract with customer
- (h) Cleaning, repairing, and routine maintenance of energy monitoring equipment
- (i) Upkeeping and logging of equipment operational records
- (j) Air conditioning maintenance workers and refrigeration maintenance workers shall be allowed to perform all mechanical equipment service and maintenance work that his/her employer has under maintenance contract with the customer, with the exception that the maintenance workers shall not be allowed to do any technical repair work on centrifugal and/or absorption refrigeration equipment and ammonia piping systems and any start, test and balance of any newly installed systems.
- (k) Indoor Air Quality (IAQ) work including:
  - (1) Duct & Air device cleaning
  - (2) Drain pans

Ratio of Air Conditioning Maintenance Worker and Refrigeration Maintenance Worker. An employer may employ one (1) maintenance worker for every two (2) service and maintenance employees (two (2) journeypersons or one (1) journeyperson and one (1) apprentice).

**SECTION S&R5. *Plumbing Service and Repair Work.*** Plumbing Service and Repair work shall be defined as service, maintenance, and repair work which is generally performed on existing systems; to service, repair, remodel, renovate, replace or rearrange plumbing fixtures, plumbing pipes, and other related plumbing appurtenances and/or equipment. For purposes of this section, the term "Plumbing Service and Repair" shall include service, maintenance, and repair work in connection with solar work, irrigation work, lawn sprinkler work, swimming pool work, ornamental pool work, and tenant improvement work. A plumbing maintenance worker classification has been established to assist in the service and repair work. Maintenance workers must be qualified to perform and shall be allowed to perform all routine plumbing service and repair work.

Ratio of Plumbing Maintenance Worker. An employer may employ one (1) maintenance worker for every two (2) service and repair employees (two (2) journeypersons or one (1) journeyperson and one (1) apprentice).

**SECTION S&R6. *Fire Sprinkler Service and Repair Work.*** Fire Sprinkler Service and Repair work shall be defined as service, maintenance, and repair work which is generally performed on existing systems; to

service, repair, remodel, renovate, replace or rearrange fire sprinkler heads and pipes, and other related fire sprinkler appurtenances and/or equipment. For purposes of this section, the term "Fire Sprinkler Service and Repair" shall include service, maintenance, and repair work in connection with fire sprinkler work and tenant improvement work. A fire sprinkler maintenance worker classification has been established to assist in the service and repair work. Maintenance workers must be qualified to perform and shall be allowed to perform all routine fire sprinkler service and repair work.

**Ratio of Fire Sprinkler Maintenance Worker.** An employer may employ one (1) maintenance worker for every two (2) service and repair employees (two (2) journeypersons or one (1) journeyperson and one (1) apprentice).

**SECTION S&R7. Pipefitting Service and Repair Work.** Pipefitting Service and Repair work shall be defined as service, maintenance, and repair work which is generally performed on existing systems; to service, repair, remodel, renovate, replace, or rearrange pipes, gauges, valves, appurtenances, and/or equipment. For purposes of this section, the term "Pipefitting Service and Repair" shall include service, maintenance, and repair work in connection with tenant improvement work. A pipefitting mainte-

nance worker classification has been established to assist in the service and repair work. Maintenance workers must be qualified to perform and shall be allowed to perform all routine pipefitting service and repair work.

**Ratio of Pipefitting Maintenance Worker.** An employer may employ one (1) maintenance worker for every two (2) service and repair employees (two (2) journeypersons or one (1) journeyperson and one (1) apprentice).

**SECTION S&R8. Maintenance Workers.** It is hereby agreed that the individual employer may employ maintenance workers in addition to journeymen and apprentices. Maintenance workers shall be permitted to perform the following tasks: digging, chipping, cutting holes, tamping, loading, unloading, cleaning, solar systems, mini-split A.C. systems, irrigation systems, site utilities, service and repair, and other related tasks. Use of maintenance workers shall be applicable only on private jobs. If maintenance workers are used on federal service and maintenance contract work, then employers shall follow provisions of the Service Contract Act, as applicable. If maintenance workers are used on State or County service and maintenance contract work, then employers shall follow provisions of applicable State or County wage and hour laws or ordinances.

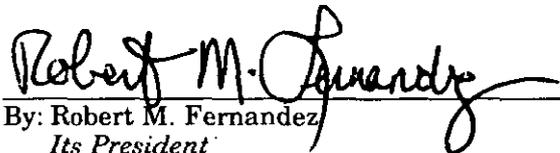
Except as otherwise changed by this agreement, all other provisions of the Labor-Management Agreement between the employers and the union dated as of January 4, 1998 shall remain in effect during the term of this agreement. Dated at Honolulu, Hawaii as of the 5th day of January, 2003.

Plumbing and Mechanical Contractors Association of Hawaii

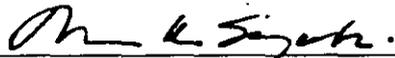
Local Union 675, United Association of Journeymen and Apprentice Plumbers and Pipefitters of the U.S. and Canada, AFL-CIO



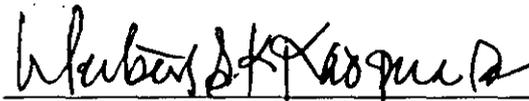
By: Patrick K. Kanekoa  
Its President



By: Robert M. Fernandez  
Its President



By: Mark K. Suzuki  
Its Secretary



By: Herbert S.K. Kaopua, Sr.  
Its Business Manager

**ADDENDUM TO THE LABOR AGREEMENT OF JANUARY 4, 1998**  
**by and between the**  
**PLUMBING & MECHANICAL CONTRACTORS ASSOCIATION OF HAWAII**  
**and**  
**LOCAL 675 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICE**  
**PLUMBERS & PIPEFITTERS OF THE U.S. & CANADA**  
**Honolulu, Hawaii**

**AGREEMENT**

This Addendum is incorporated into and made part of the Agreement of January 4, 1998, by and between the Plumbing & Mechanical Contractors Association of Hawaii (Association), members of the Association and other employers signatory hereto (Employers), and Local 675 of the United Association of Journeymen and Apprentice Plumbers & Pipefitters of the U.S. & Canada (Union). This Addendum shall apply exclusively within the context of the Mechanical Contractors Workers' Compensation Self-insurance Group (MSIG) and shall become effective upon certification of MSIG by the insurance commissioner. Oversight and administration of this Addendum shall be performed by the MSIG Joint Committee (Committee) composed of two members of the MSIG Board of Trustees, as designated by its Chairman, and the Business Manager and President of the Union. The Committee shall resolve all conflicts arising out of this Addendum and assure implementation of this Addendum in accordance with the letter and spirit of the language contained herein. The Committee shall establish its own procedures, provided such procedures shall not conflict with the Agreement.

**WITNESSETH:**

WHEREAS, the Association, Employers, and Union desire to have mutual confidence and cooperation so as to avoid industrial conflict in all matters relating to workers' compensation and thereby benefit the Employers, employees, Union, and public;

NOW, THEREFORE, the Association, Employers, and Union hereby agree as follows:

**Sec. 1. AUTHORITY AND INTENT**

The agreement comprising this Addendum is entered into pursuant to section 386-3.5, Hawaii Revised Statutes. It is the intent of the parties to improve the delivery of benefits to injured workers under Hawaii Workers' Compensation Law and to reduce the waste and excessive cost which have historically been associated with those benefits. Nothing in this agreement diminishes the entitlement of a covered employee to compensation payments for total or partial disability, permanent or temporary disability, vocational rehabilitation, medical treatment, and other benefits as required by Hawaii law fully paid for by the employer through the purchase of a policy for workers' compensation insurance authorized and approved by the state of Hawaii.

**Sec. 2. SCOPE AND APPLICATION**

The provisions of this Addendum shall apply only to workers' compensation benefits for employees during periods of employment covered by the Agreement and Addendum. This Addendum shall not apply to any employee of an employer who discontinues membership in MSIG except for claims arising out of events that occurred during the employer's membership in MSIG. Regardless of membership in MSIG, every employer is required to provide benefits to injured workers in accordance with the laws of the state of Hawaii.

Upon execution of this agreement, the parties shall assure that a copy and appropriate information is transmitted to the director (Director) of the state Department of Labor and Industrial Relations (DLIR) for review and approval pursuant to section 386-3.5, Hawaii Revised Statutes.

**Sec. 3. MEDICAL AND  
REHABILITATION BENEFITS**

A. The Committee shall adopt and implement appropriate procedures for designating the preferred provider network(s) or coordinated care organization(s) to provide all medical care, services, and supplies required by section 386-21, Hawaii Revised Statutes. Every network, organization, or provider designated by the Committee shall provide evidence of adherence to effective treatment protocols, utilization guidelines, and return-to-work programs. Unless separately negotiated with the Committee, no network, organization, or provider shall charge fees in excess of those allowed by section 386-21, Hawaii Revised Statutes. Subject to the exceptions set forth in part 13 of this section, the healthcare providers in the network(s) or organization(s) shall comprise the exclusive source of all medical benefits required. An approved list of providers within the designated network(s) or organization(s) shall be published and periodically revised, as appropriate. In no event shall the deletion of a provider from the approved list disrupt the ongoing treatment of an employee receiving treatment from that provider at the time of deletion. If selection of a provider is allowed under the network(s) or organization(s), the selection is in the sole control of an injured employee or, if designated by the employee, the employer or employee's personal physician. Nothing in this Addendum shall be construed to create a right for an employee to receive medical and rehabilitation ben-

efits not required by Hawaii Workers' Compensation Law.

B. An injured employee covered by this agreement may receive medical benefits from outside the exclusive source in the following circumstances:

1. In the event of the need for emergency medical treatment of a work-related injury, the injured employee may receive that emergency treatment from any provider qualified to provide that emergency treatment;
2. In the event an injured employee requires care not available from any provider within the network(s) or organization(s) established under part A of this section, the employee shall receive that required treatment from a provider qualified to provide that treatment;
3. In the event an injured employee does not reside within a reasonable distance of any provider in the network(s) or organization(s), the worker may elect to receive required care from a provider qualified to provide that care which is located within a reasonable distance from the injured employee's residence;
4. If an employee has notified his or her employer in writing prior to the date of a work-related injury that the employee has a personal physician, the employee shall have the right to be treated by that physician from the date of injury regardless of whether or not such a physician is included within the provider network(s) or organization(s) established pursuant to part A of this section.

C. The employer shall have no period of control over the employee's selection of providers under part A of this section. The employer may exercise control, through MSIG, over the selection of providers pursuant to parts B1-B3 of this section; however, after 30 days from the date the injury is reported, the employee may be treated by a provider in accordance with parts A and B4 of this section.

D. No provision of this agreement shall be construed to relieve the employer from its responsibility to provide medical and rehabilitation benefits required under Hawaii Workers' Compensation Law. Should an employee not exercise the right to select a provider, when applicable, the employer, through MSIG, shall promptly assign an appropriate provider from the network(s) or organization(s) pursuant to part A of this section.

E. The treating physician primarily responsible for managing the care of the injured employee, or the physician designated by that treating physician, should render opinions on all medical issues necessary to determine eligibility for compensation. In the event that treatment is required by more than one physician, a single report shall be prepared by the physician primarily responsible for managing the injured employee's care and shall incorporate the findings of the various treating physicians.

#### Sec. 4. ALTERNATIVE DISPUTE RESOLUTION

The parties hereto acknowledge that adjudication of disputed workers' compensation claims has resulted in delay, increased expense, and other inefficiencies that result in undue detriment to employees and employers. As a result, the parties agree to the alternative dispute resolution system set forth below.

A. The Committee shall adopt and implement appropriate procedures for designating an individual to serve as an ombudsman on a contract basis under a reasonable fee arrangement. The ombudsman shall respond to questions and complaints concerning workers' compensation benefits from employees who are covered by this agreement. Upon the request of the employee, the ombudsman shall assist the employee in resolving any disputes arising out of attempts to receive appropriate workers' compensation benefits and in filing claims relating to these benefits.

B. If a dispute related to a claim governed by this Addendum is not resolved pursuant to part A of this section, the employee or MSIG may request the administrator of MSIG (Administrator) to appoint a mediator, from a list established, published, and revised, as appropriate, by the Committee, to provide mediation services.

1. The Administrator may appoint a mediator from the list. Mediators shall be appointed on a rotating basis; however, no mediator who is unable to meet with the employee and representative of MSIG within five working days of appointment by the Administrator shall be appointed to mediate that dispute. Upon request by the employee, the ombudsman shall assist the employee in any mediation proceedings.
2. The mediator shall contact the employee and a representative of MSIG. Both the employee and MSIG shall supply the mediator with requested information. The mediator shall meet separately with the employee and the representative of MSIG. The mediator may schedule a mediation session to be attended by both the employee and the representative of MSIG. If any such meeting is scheduled, the meeting shall be scheduled on the same island as the residence of the employee absent a contrary stipulation between the employee and representative of MSIG.
3. If the dispute is not resolved within 15 working days of the appointment of the mediator, the mediation process shall be deemed exhausted absent a contrary stipulation between the employee and the representative of MSIG.

C. If a dispute related to a claim has not been resolved pursuant to part B of this section, the worker or MSIG may request the Administrator of MSIG to appoint an arbitrator from a list established, published, and revised, as appropriate, by the Committee. Absent extraordinary circumstances, arbitration must be requested no later than 60 days after the mediation process involving the same dispute has been exhausted.

1. The Administrator may appoint an arbitrator from the list. Arbitrators shall be appointed on a rotating basis; however, no arbitrator who is unable to arbitrate the dispute within 20 working days of appointment shall be appointed to arbitrate that dispute absent a contrary stipulation between the employee and a representative of MSIG. Should the employee and representative of the insurer so stipulate, the employee and representative of MSIG may jointly request appointment of a specific arbitrator. Upon request by the employee, the ombudsman shall assist the employee in the arbitration.
  2. In conducting the arbitration, the arbitrator shall apply the same presumptions of compensability, statutory construction, and rules of admissibility of evidence that would be applied by the Director through the Disability Compensation Division (DCD) conducting a proceeding under the chapter 386, Hawaii Revised Statutes. An employee receiving assistance from the ombudsman but who is not represented in the arbitration proceeding by an attorney, shall be considered by the arbitrator to be unrepresented.
  3. Absent a contrary stipulation between the employee and the representative of MSIG, an arbitration proceeding shall be conducted on the same island as the residence of the employee.
  4. All arbitration proceedings shall be electronically recorded. The original tape and record of the proceeding shall be retained by the Administrator of MSIG. Copies of the recording and record shall be supplied to the employee and representative of MSIG upon request. A transcript of the proceeding shall be prepared upon the request of the arbitrator, employee, or representative of MSIG.
  5. Within 10 working days following the conclusion of the arbitration, the arbitrator shall issue written findings of fact, decision, order and, if applicable, award. The arbitrator is authorized to include in any award all relief available from DLIR including, but not limited to, enhancements to compensation due to any unreasonable delay in the payment of compensation by MSIG.
  6. Any findings of fact, award, order, or decision of the arbitrator shall have the same force and effect as findings of fact, an award, order, or decision of the Director.
  7. Upon approval of the arbitrator's final written decision by the Director, the decision of the arbitrator shall be subject to review pursuant to section 386-87, Hawaii Revised Statutes, by the Labor and Industrial Relations Appeals Board in the same manner as provided for reconsideration of a final order, decision or award made and filed by the Director pursuant to section 386-86, Hawaii Revised Statutes.
- D. Nothing in this alternative dispute resolution process shall prevent an employee from retaining an

attorney to represent the employee in any and all stages of the alternative dispute resolution process established by this Addendum. Such retention of an attorney is the sole and absolute choice of the employee; and in no event shall the employer or MSIG be liable for the expense of such representation. The terms and conditions of any agreement between an employee and the employee's retained counsel are not subject to this Addendum nor does this Addendum in any fashion alter or replace any or all Hawaii law applicable to an agreement between an attorney and a worker pursuing workers' compensation benefits.

#### **Sec. 5. MEDICAL EVALUATION**

The Committee shall adopt and implement appropriate procedures for appointing a group of qualified medical evaluators to serve as the exclusive source of comprehensive medical evaluations, other than those received from treating physicians, to be obtained by MSIG or employees covered by this Addendum as to claims for workers' compensation benefits which are subject to this Addendum.

A. All notices of denial of claims or benefits shall include a summary of the facts on which each denial is based, including, if any, a list of the qualified medical evaluator panel and the addresses and telephone numbers of panel members. The notice shall include a copy of Sec. 4 of this Addendum. The employee, upon denial of a claim or medical benefits, or employer, through MSIG, may obtain a comprehensive medical evaluation from any one qualified medical evaluator who is included on the panel and has the appropriate specialty.

B. The reports and testimony of the treating physician or physicians and the comprehensive medical evaluation obtained by MSIG or the employee from a panel member and the panel member's testimony shall be the only admissible medical evidence in a proceeding before the arbitrator.

C. Medical evaluators on the panel established by the parties to this agreement shall prepare and complete examinations and comprehensive evaluations in a timely manner. Each comprehensive evaluation shall address all contested medical issues in dispute at the time the evaluation is prepared.

D. The employer, through MSIG, shall be liable for the cost of each reasonable and necessary comprehensive medical evaluation obtained by the employee pursuant to this Addendum. The employer shall not be liable for the cost of any comprehensive medical evaluation obtained by its employee other than those authorized pursuant to this Addendum.

#### **Sec. 6. EMPLOYER PARTICIPATION**

No employer that is not a member of MSIG may participate in the agreement embodied in this Addendum.

**Sec. 7. VOCATIONAL REHABILITATION BENEFITS**

The Committee shall establish, publish, and revise, as appropriate, a list of exclusive qualified rehabilitation representatives and independent vocational evaluators. An injured worker subject to this Addendum, qualified pursuant to section 386-25, Hawaii Revised Statutes, and desiring vocational rehabilitation benefits shall select a panel member to provide vocational rehabilitation services and assistance in the creation of a vocational rehabilitation plan.

**Sec. 8. EARLY RETURN TO WORK PROGRAM**

The Committee shall assure that an effective early return to work program is implemented through the network(s) or organization(s) designated pursuant to Section 3 of this Addendum or through some other appropriate mechanism.

**Sec. 9. RELATIONSHIP WITH HAWAII LAW**

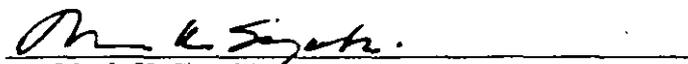
Nothing in this Addendum replaces or supersedes any provision of Hawaii law. The parties to this Addendum hereby express their view that the release of the future medical coverage is a substantial hardship to employees and in recognition of that hardship, MSIG shall provide DCD with notification of any proposal which calls for the release of future medical coverage by the employee. Additionally, all permanent disability awards, releases of future benefits ("wash awards"), and negotiated settlements shall also be approved by the Director through DCD. When MSIG, the Union, or a claimant believe that its involvement in a claim is appropriate, the Special Compensation Fund may participate in accordance with the procedures established in this Addendum. However, if the Fund believes that its involvement in a claim is not appropriate or it chooses not to recognize this Addendum, any participation in a claim by the Fund must be through the procedures of DCD.

**Sec. 10. EFFECTIVE DATE**

This Article shall not apply to any injury occurring

FOR THE ASSOCIATION:  
Plumbing & Mechanical Contractors  
Association of Hawaii

  
By: Patrick K. Kanekoa  
Its President

  
By: Mark K. Suzuki  
Its Secretary

Date Executed: 7/9/02

before the effective date of this Addendum and operation of MSIG.

**Sec. 11. SEVERABILITY**

The provisions of this Addendum are severable. Any provision deemed invalid by an entity with authority under law to make that determination shall be deemed severed. Should any provision be deemed invalid, the parties agree to commence negotiations solely for the purpose of replacing that provision.

**Sec. 12. PARTIES**

Attached hereto is a listing of the individual employer members of the Association executing this Addendum; these employers are bound to the provisions set forth in this Addendum. Those signing on behalf of the Association expressly warrant that the signers are authorized to execute this Addendum on behalf of the Association and its listed members and warrants that the listed members are parties to and bound by the terms and provisions set forth in this Addendum. Any employer that joins the signatory Association subsequent to the execution of this Addendum and any existing member of the Association not listed may become a party to the agreement set forth in this Addendum only with the mutual written consent of the Union and Association.

**Sec. 13. DURATION**

This Addendum shall remain in full force and effect until the Agreement by its terms is terminated, except as otherwise set forth in this Addendum. The Director shall receive written notice of any termination of this Addendum no less than 30 calendar days prior to the effective date of termination. Designated provider network(s) or organization(s) and all employees with open claims shall receive similar notice of termination, which shall also include notice that all matters subsequent to termination shall be governed exclusively by chapter 386, Hawaii Revised Statutes. This Addendum replaces and supersedes any previous agreement made between and among the parties for the provision of workers' compensation benefits.

FOR THE UNION:  
Local 675 of the United Association of  
Journeymen and Apprentice Plumbers &  
Pipefitters of the U.S. & Canada

  
By: Robert M. Fernandez  
Its President

  
By: Herbert S.K. Kaopua, Sr.  
Its Business Manager

Date Executed: 7/9/02

## EXHIBIT "A" REFERRAL PROCEDURE

WHEREAS, the employers and the union desire to maintain at all times a permanent pool of journeymen mechanics, apprentices, and maintenance workers skilled in their trade and available to serve the requirements of the normal construction labor market without discrimination in employment because of membership or non-membership in the union; now therefore,

The employers and the union agree to the following system of referral of applicants for employment:

### SECTION 1. Definitions as used herein:

A. "Normal construction labor market" means the geographical area of the State of Hawaii and the South Pacific.

B. "Apprentice" means a person working within the jurisdiction of this Labor-Management Agreement who is registered and indentured with the Honolulu Joint Apprenticeship Committee and the State Workforce Development Division.

C. "County" means the counties of Hawaii, Maui, Kauai, or the City and County of Honolulu.

SECTION 2. The union shall establish nondiscriminatory work registration and hiring facilities, which shall be the exclusive source of referrals for employment at the request of any employer, party to this agreement.

SECTION 3. The individual employer must secure all employees covered by this agreement through the employment office of the union except as provided in Section 11 herein below.

SECTION 4. In order to be eligible to register for employment a person must:

- a) have successfully served an apprenticeship at the trade under an apprenticeship program approved by the U.S. Bureau of Apprenticeship Training; or
- b) have been previously employed as a journeyman plumber, welder, pipefitter, fire sprinkler fitter, or refrigeration/air conditioning mechanic with an employer signatory to this agreement; or
- c) have been properly indentured in the State of Hawaii as an apprentice.
- d) have been previously employed as a maintenance worker with an employer signatory to this agreement.

SECTION 5. There shall be five (5) classes of employees:

- (a) Class A - Shall consist of journeyman: (1) plumbers who possess a current State of Hawaii plumber's license, (2) pipefitters, (3) certified pipe welders, (4) refrigeration mechanics, (5) air conditioning mechanics, (6) fire sprinkler mechanics, or (7) steamfitter-welders, who have:
  1. More than 10,000 work hours with signatory employers, and
  2. Current First Aid and CPR Certification, and
  3. Union dues or maintenance fee current.
- (b) Class B - Shall consist of journeyman: (1)

plumbers who possess a current State of Hawaii plumber's license, (2) pipefitters, (3) welders, (4) refrigeration mechanics, (5) air conditioning mechanics, (6) fire sprinkler mechanics, or (7) steamfitter-welders, who have:

1. Not met requirements to be in Class A but who have worked within the jurisdiction of the United Association and
  2. Current First Aid and CPR Certification
  3. Union dues or maintenance fee current.
- (c) Class C - Shall consist of: (1) plumbers who possess a current State of Hawaii plumber's license, (2) pipefitters, (3) welders, (4) refrigeration mechanics, (5) air conditioning mechanics, (6) fire sprinkler mechanics, or (7) steamfitter-welders, who have:
1. Solicit work within the jurisdiction of the union, or
  2. Claim to possess the skills of the trade, or
  3. Claim to possess the skills of closely related crafts, and
  4. Maintenance fees current.
- (d) Class D - Shall consist of indentured apprentices classified as: (1) plumber apprentice, (2) pipefitter apprentice, (3) welder apprentice, (4) refrigeration apprentice, (5) air conditioning apprentice, (6) fire sprinkler apprentice, or (7) steamfitter-welder apprentice, who have:
1. Union dues or maintenance fees current.
- (e) Class E - Shall consist of maintenance workers classified as: (1) plumbing maintenance worker, (2) refrigeration maintenance worker, (3) air conditioning maintenance worker, (4) fire sprinkler maintenance worker, (5) pipefitting maintenance worker, or (6) steamfitter-welder maintenance worker, who have:
1. Union dues or maintenance fee current.
  2. Passed the drug test.
- (f) EXCEPTIONS. Any person classified as a journeyman and who also has been a member of the union for less than 5 years shall be excluded from the requirements of:

Class A 1: provided that for the term of his/her membership in the union, he/she has worked an average of at least 750 hours in each 12 consecutive month period beginning from the date the person was dispatched for the first time by the union to work for an employer who has a collective bargaining agreement with the union.

(g) Upgrade Certificate:

One journeyman upgrade certificate shall be awarded to a journeyman who successfully completes in a calendar year at least 40 hours of journeyman upgrade classes which are offered by the PAMCAH-UA Local 675 Training Fund. The certificate shall be valid for 12 months from the date it is awarded. Upon expiration of the certificate, the employee shall no longer be eligible for upgrade.

**SECTION 6.** The union shall maintain adequate registration facilities at the union office for applicants for employment to register for work. All employees and applicants for employment shall be registered in their appropriate classes and in the order in which they apply for work; provided however, that if the applicant was previously employed in the normal construction labor market, the union shall promptly notify the previous employer of the applicant's registration if no termination form has theretofore been filed with the union employment office as provided in Section 10 below.

Applicants for employment shall complete and sign an application form containing all data relevant for referral including an indication of any special skills that they possess, and an agreement to comply with the terms and conditions of this agreement and shall sign the out-of-work registration list. The registration list shall be open to inspection by all parties to this agreement.

Any member of Local Union No. 675 who is issued a travel card to seek employment out of the jurisdiction of Local Union No. 675, shall be removed from the out-of-work registration list for as long as he/she is out of the jurisdiction of Local Union No. 675. When such a member returns to the jurisdiction of Local Union No. 675, he/she shall sign the out-of-work registration list if he/she desires employment.

All employees who are no longer employed as a result of the union removing employees under SECTION 59 Delinquent Contributions, shall be automatically registered in their appropriate classes and, in the union's discretion, may be placed on the top of the out-of-work registration list for their respective classes.

**SECTION 7.** Whenever the individual employer requires additional employees covered by this agreement, he/she shall file one copy of the employer's request for employees (Form No. 1, a sample of which is attached hereto) with the union and one copy with the association. Upon receipt of the employer's request for employees, the union shall refer, competent and qualified employees as indicated by the applicant's basic registration. The union shall dispatch applicants in the following order: First from those in Class A; if none is available in Class A, then from those in Class B; if none is available in Class B, then from those in Class C; if none is available in Class C, then from those in Class D; as to each class, first registered, first dispatched; provided, however, that if the employer has requested a person with special skills, the union shall dispatch the person with such skills who registered first and from the highest class in which such a person is available. Requests for employees shall expire 30 days after the date filed unless updated. The union shall verify that the employee has a valid drivers license and will so inform the employer upon dispatch.

No employee shall be dispatched to an employer who is delinquent under Article XXVI in paying contributions required thereunder.

At the request of the employer as noted on Form No. 1, the prospective employees shall be required to undergo a drug test in accordance with Exhibit "N"

prior to being dispatched to the employer. Applicants who fail the drug test shall not be dispatched to the employer. Only applicants who pass the drug test shall be dispatched to the employer. Applicants who register altered negative or diluted negative results from the drug testing facility shall be deemed to have failed the drug test. In the event that the applicant passes the drug test, he/she shall be reimbursed by the employer within 5 working days from the date the applicant submits his/her receipt for reimbursement. Applicants who fail the drug test shall be placed on the bottom of his/her class list.

**SECTION 8.** The individual employer shall have the right to reject any applicant referred by the union for employment, but in the exercise of such right shall not discriminate against such applicant by reason of age, race, color, religion, sex, national origin, or by reason or membership of nonmembership in any labor organization.

**SECTION 9.** The individual employer, to fill a position as working foreman, foreman, or general foreman, may request an applicant by name, but only if such applicant is within Class A as defined in Section 5 of this Exhibit. Upon receipt of a proper request, the union shall dispatch the named employee if his/her name is on the registration list of applicants for employment. The employer shall employ the employee in the working foreman, foreman, or general foreman position for a minimum of 30 calendar days.

**SECTION 10.** On the date of termination or severance of any journeyman or apprentice or maintenance worker from the employ of an employer, the employer shall execute termination form (Form No. 2, a sample of which is attached hereto) which shall state the reason therefore (e.g. reduction in force, voluntary quit, discharge for cause, etc.). The original shall be given to the employee and copies filed with the union and the association.

**SECTION 11.** In the event that the Union does not dispatch any applicants within three (3) working days following the day of the request of the individual employer is filed with the union, the individual employer may employ any person, but shall arrange for a dispatch to be issued for such persons from the employment office of the union within twenty-four (24) hours of the commencement of such employment and such dispatch shall upon request be issued by the union to the employee.

**SECTION 12. Out of Work Register.** The union shall maintain a register of applicants for employment which the employer will draw from in accordance with the skill and qualification necessary to perform the required work. It is understood that when making requests to the union for referrals, the employer may request by name, persons who were formerly employed by him/her within 3 years before the date of the request, and if such persons are available for employment, the union shall dispatch the named employees to the employer.

**SECTION 13.** A copy of this referral procedure shall be posted in the union employment office and in each individual employer's place of business (shop).

**EXHIBIT "B"**  
**WAGES AND FRINGES**

Wage rates for classifications covered by this agreement and contributions by employers to the vacation and holiday, health and welfare, pension, training, cooperation, and annuity funds shall be in accord with the following schedule and effective dates:

**Effective January 5, 2003 to January 3, 2004**

CLASSIFICATION	WAGE RATES PER HOUR		TYPES OF FRINGES RATES PER HOUR						
	HOUR	DUES	PPAC	V & H	H & W	PENSION	TRAINING	COOP-ERATION	ANNUITY
Journeyman .....	\$30.30	\$1.38	\$ .04	\$2.00	\$8.00	\$2.35	\$1.20	\$ .10	\$3.15
Working Foreman ....	\$31.51	\$1.38	\$ .04	\$2.08	\$8.00	\$2.35	\$1.20	\$ .10	\$3.28
Foreman .....	\$32.72	\$1.38	\$ .04	\$2.16	\$8.00	\$2.35	\$1.20	\$ .10	\$3.40
General Foreman ....	\$33.94	\$1.38	\$ .04	\$2.24	\$8.00	\$2.35	\$1.20	\$ .10	\$3.53

Apprentices Indentured On/After 9/2/85

HOURS OF WORK	WAGE RATES PER HOUR		TYPES OF FRINGES RATES PER HOUR						
	HOUR	DUES	PPAC	V & H	H & W	PENSION	TRAINING	COOP-ERATION	ANNUITY
0- 1,000 .....	\$10.61	\$1.38	\$ .04	\$ .50	\$ .90	---	---	\$ .10	---
1,001- 2,000 .....	\$12.12	\$1.38	\$ .04	\$ .55	\$ .90	---	---	\$ .10	---
2,001- 4,000 .....	\$14.39	\$1.38	\$ .04	\$1.13	\$1.25	\$ .25	\$ .05	\$ .10	\$ .25
4,001- 6,000 .....	\$16.67	\$1.38	\$ .04	\$1.35	\$1.60	\$ .25	\$ .05	\$ .10	\$ .50
6,001- 8,000 .....	\$19.70	\$1.38	\$ .04	\$1.43	\$2.05	\$ .25	\$ .10	\$ .10	\$ .75
8,001-10,000 .....	\$22.73	\$1.38	\$ .04	\$1.58	\$2.35	\$ .25	\$ .10	\$ .10	\$1.00

CLASSIFICATION	WAGE RATES PER HOUR		H & W	PENSION
	HOUR	DUES		
Maintenance Worker I (0-2000 hours)	\$10.00	\$ .75	\$2.00	\$ .25
Maintenance Worker II (2,001 & over hours)	\$12.00	\$ .75	\$2.25	\$ .50

**Effective January 4, 2004 to July 3, 2004**

CLASSIFICATION	WAGE RATES PER HOUR		TYPES OF FRINGES RATES PER HOUR						
	HOUR	DUES	PPAC	V & H	H & W	PENSION	TRAINING	COOP-ERATION	ANNUITY
Journeyman .....	\$30.65	\$1.38	\$ .04	\$2.00	\$8.00	\$2.35	\$1.25	\$ .10	\$3.45
Working Foreman ....	\$31.88	\$1.38	\$ .04	\$2.08	\$8.00	\$2.35	\$1.25	\$ .10	\$3.59
Foreman .....	\$33.10	\$1.38	\$ .04	\$2.16	\$8.00	\$2.35	\$1.25	\$ .10	\$3.73
General Foreman ....	\$34.33	\$1.38	\$ .04	\$2.24	\$8.00	\$2.35	\$1.25	\$ .10	\$3.86

Apprentices Indentured On/After 9/2/85

HOURS OF WORK	WAGE RATES PER HOUR		TYPES OF FRINGES RATES PER HOUR						
	HOUR	DUES	PPAC	V & H	H & W	PENSION	TRAINING	COOP-ERATION	ANNUITY
0- 1,000 .....	\$10.73	\$1.38	\$ .04	\$ .50	\$ .90	---	---	\$ .10	---
1,001- 2,000 .....	\$12.26	\$1.38	\$ .04	\$ .55	\$ .90	---	---	\$ .10	---
2,001- 4,000 .....	\$14.56	\$1.38	\$ .04	\$1.13	\$1.25	\$ .25	\$ .05	\$ .10	\$ .25
4,001- 6,000 .....	\$16.86	\$1.38	\$ .04	\$1.35	\$1.60	\$ .25	\$ .05	\$ .10	\$ .50
6,001- 8,000 .....	\$19.92	\$1.38	\$ .04	\$1.43	\$2.05	\$ .25	\$ .10	\$ .10	\$ .75
8,001-10,000 .....	\$22.99	\$1.38	\$ .04	\$1.58	\$2.35	\$ .25	\$ .10	\$ .10	\$1.00

CLASSIFICATION	WAGE RATES PER HOUR		H & W	PENSION
	HOUR	DUES		
Maintenance Worker I (0-2000 hours)	\$10.00	\$ .75	\$2.00	\$ .25
Maintenance Worker II (2,001 & over hours)	\$12.00	\$ .75	\$2.25	\$ .50

**Effective July 4, 2004 to January 1, 2005**

CLASSIFICATION	WAGE RATES PER HOUR				TYPES OF FRINGES RATES PER HOUR					
	HOUR	DUES	PPAC	V & H	H & W	PENSION	TRAINING	COOP-ERATION	ANNUITY	
Journeyman .....	\$31.00	\$1.43	\$ .04	\$2.00	\$8.00	\$2.35	\$1.30	\$ .10	\$3.75	
Working Foreman .....	\$32.24	\$1.43	\$ .04	\$2.08	\$8.00	\$2.35	\$1.30	\$ .10	\$3.90	
Foreman .....	\$33.48	\$1.43	\$ .04	\$2.16	\$8.00	\$2.35	\$1.30	\$ .10	\$4.05	
General Foreman .....	\$34.72	\$1.43	\$ .04	\$2.24	\$8.00	\$2.35	\$1.30	\$ .10	\$4.20	

**Apprentices Indentured On/After 9/2/85**

HOURS OF WORK	WAGE RATES PER HOUR				TYPES OF FRINGES RATES PER HOUR					
	HOUR	DUES	PPAC	V & H	H & W	PENSION	TRAINING	COOP-ERATION	ANNUITY	
0- 1,000 .....	\$10.85	\$1.43	\$ .04	\$ .50	\$ .90	---	---	\$ .10	---	
1,001- 2,000 .....	\$12.40	\$1.43	\$ .04	\$ .55	\$ .90	---	---	\$ .10	---	
2,001- 4,000 .....	\$14.73	\$1.43	\$ .04	\$1.13	\$1.25	\$ .25	\$ .05	\$ .10	\$ .25	
4,001- 6,000 .....	\$17.05	\$1.43	\$ .04	\$1.35	\$1.60	\$ .25	\$ .05	\$ .10	\$ .50	
6,001- 8,000 .....	\$20.15	\$1.43	\$ .04	\$1.43	\$2.05	\$ .25	\$ .10	\$ .10	\$ .75	
8,001-10,000 .....	\$23.25	\$1.43	\$ .04	\$1.58	\$2.35	\$ .25	\$ .10	\$ .10	\$1.00	

CLASSIFICATION	WAGE RATES PER HOUR			
	HOUR	DUES	H & W	PENSION
Maintenance Worker I (0-2000 hours)	\$10.00	\$ .75	\$2.00	\$ .25
Maintenance Worker II (2,001 & over hours)	\$12.00	\$ .75	\$2.25	\$ .50

**Effective January 2, 2005 to July 2, 2005**

CLASSIFICATION	WAGE RATES PER HOUR				TYPES OF FRINGES RATES PER HOUR					
	HOUR	DUES	PPAC	V & H	H & W	PENSION	TRAINING	COOP-ERATION	ANNUITY	
Journeyman .....	\$31.35	\$1.43	\$ .04	\$2.00	\$8.00	\$2.35	\$1.35	\$ .10	\$4.05	
Working Foreman .....	\$32.60	\$1.43	\$ .04	\$2.08	\$8.00	\$2.35	\$1.35	\$ .10	\$4.21	
Foreman .....	\$33.86	\$1.43	\$ .04	\$2.16	\$8.00	\$2.35	\$1.35	\$ .10	\$4.37	
General Foreman .....	\$35.11	\$1.43	\$ .04	\$2.24	\$8.00	\$2.35	\$1.35	\$ .10	\$4.54	

**Apprentices Indentured On/After 9/2/85**

HOURS OF WORK	WAGE RATES PER HOUR				TYPES OF FRINGES RATES PER HOUR					
	HOUR	DUES	PPAC	V & H	H & W	PENSION	TRAINING	COOP-ERATION	ANNUITY	
0- 1,000 .....	\$10.97	\$1.43	\$ .04	\$ .50	\$ .90	---	---	\$ .10	---	
1,001- 2,000 .....	\$12.54	\$1.43	\$ .04	\$ .55	\$ .90	---	---	\$ .10	---	
2,001- 4,000 .....	\$14.89	\$1.43	\$ .04	\$1.13	\$1.25	\$ .25	\$ .05	\$ .10	\$ .25	
4,001- 6,000 .....	\$17.24	\$1.43	\$ .04	\$1.35	\$1.60	\$ .25	\$ .05	\$ .10	\$ .50	
6,001- 8,000 .....	\$20.38	\$1.43	\$ .04	\$1.43	\$2.05	\$ .25	\$ .10	\$ .10	\$ .75	
8,001-10,000 .....	\$23.51	\$1.43	\$ .04	\$1.58	\$2.35	\$ .25	\$ .10	\$ .10	\$1.00	

CLASSIFICATION	WAGE RATES PER HOUR			
	HOUR	DUES	H & W	PENSION
Maintenance Worker I (0-2000 hours)	\$10.00	\$ .75	\$2.00	\$ .25
Maintenance Worker II (2,001 & over hours)	\$12.00	\$ .75	\$2.25	\$ .50

Effective July 3, 2005 to December 31, 2005

CLASSIFICATION	WAGE RATES PER HOUR				TYPES OF FRINGES RATES PER HOUR					
	HOUR	DUES	PPAC	V & H	H & W	PENSION	TRAINING	COOP-ERATION	ANNUITY	
Journeyman .....	\$31.70	\$1.48	\$ .04	\$2.00	\$8.00	\$2.35	\$1.40	\$ .10	\$4.35	
Working Foreman .....	\$32.97	\$1.48	\$ .04	\$2.08	\$8.00	\$2.35	\$1.40	\$ .10	\$4.52	
Foreman .....	\$34.24	\$1.48	\$ .04	\$2.16	\$8.00	\$2.35	\$1.40	\$ .10	\$4.70	
General Foreman .....	\$35.50	\$1.48	\$ .04	\$2.24	\$8.00	\$2.35	\$1.40	\$ .10	\$4.87	

Apprentices Indentured On/After 9/2/85

HOURS OF WORK	WAGE RATES PER HOUR				TYPES OF FRINGES RATES PER HOUR					
	HOUR	DUES	PPAC	V & H	H & W	PENSION	TRAINING	COOP-ERATION	ANNUITY	
0- 1,000 .....	\$11.10	\$1.48	\$ .04	\$ .50	\$ .90	---	---	\$ .10	---	
1,001- 2,000 .....	\$12.68	\$1.48	\$ .04	\$ .55	\$ .90	---	---	\$ .10	---	
2,001- 4,000 .....	\$15.06	\$1.48	\$ .04	\$1.13	\$1.25	\$ .25	\$ .05	\$ .10	\$ .25	
4,001- 6,000 .....	\$17.44	\$1.48	\$ .04	\$1.35	\$1.60	\$ .25	\$ .05	\$ .10	\$ .50	
6,001- 8,000 .....	\$20.61	\$1.48	\$ .04	\$1.43	\$2.05	\$ .25	\$ .10	\$ .10	\$ .75	
8,001-10,000 .....	\$23.78	\$1.48	\$ .04	\$1.58	\$2.35	\$ .25	\$ .10	\$ .10	\$1.00	

CLASSIFICATION	WAGE RATES PER HOUR			
	HOUR	DUES	H & W	PENSION
Maintenance Worker I (0-2000 hours)	\$10.00	\$ .75	\$2.00	\$ .25
Maintenance Worker II (2,001 & over hours)	\$12.00	\$ .75	\$2.25	\$ .50

Effective January 1, 2006 to July 1, 2006

CLASSIFICATION	WAGE RATES PER HOUR				TYPES OF FRINGES RATES PER HOUR					
	HOUR	DUES	PPAC	V & H	H & W	PENSION	TRAINING	COOP-ERATION	ANNUITY	
Journeyman .....	\$32.05	\$1.48	\$ .04	\$2.00	\$8.00	\$2.35	\$1.45	\$ .10	\$4.65	
Working Foreman .....	\$33.33	\$1.48	\$ .04	\$2.08	\$8.00	\$2.35	\$1.45	\$ .10	\$4.84	
Foreman .....	\$34.61	\$1.48	\$ .04	\$2.16	\$8.00	\$2.35	\$1.45	\$ .10	\$5.02	
General Foreman .....	\$35.90	\$1.48	\$ .04	\$2.24	\$8.00	\$2.35	\$1.45	\$ .10	\$5.21	

Apprentices Indentured On/After 9/2/85

HOURS OF WORK	WAGE RATES PER HOUR				TYPES OF FRINGES RATES PER HOUR					
	HOUR	DUES	PPAC	V & H	H & W	PENSION	TRAINING	COOP-ERATION	ANNUITY	
0- 1,000 .....	\$11.22	\$1.48	\$ .04	\$ .50	\$ .90	---	---	\$ .10	---	
1,001- 2,000 .....	\$12.82	\$1.48	\$ .04	\$ .55	\$ .90	---	---	\$ .10	---	
2,001- 4,000 .....	\$15.22	\$1.48	\$ .04	\$1.13	\$1.25	\$ .25	\$ .05	\$ .10	\$ .25	
4,001- 6,000 .....	\$17.63	\$1.48	\$ .04	\$1.35	\$1.60	\$ .25	\$ .05	\$ .10	\$ .50	
6,001- 8,000 .....	\$20.83	\$1.48	\$ .04	\$1.43	\$2.05	\$ .25	\$ .10	\$ .10	\$ .75	
8,001-10,000 .....	\$24.04	\$1.48	\$ .04	\$1.58	\$2.35	\$ .25	\$ .10	\$ .10	\$1.00	

CLASSIFICATION	WAGE RATES PER HOUR			
	HOUR	DUES	H & W	PENSION
Maintenance Worker I (0-2000 hours)	\$10.00	\$ .75	\$2.00	\$ .25
Maintenance Worker II (2,001 & over hours)	\$12.00	\$ .75	\$2.25	\$ .50

**Effective July 2, 2006 to January 6, 2007**

CLASSIFICATION	WAGE RATES PER HOUR				TYPES OF FRINGES RATES PER HOUR					
	WAGE RATES PER HOUR	DUES	PPAC	V & H	H & W	PENSION	TRAINING	COOP-ERATION	ANNUITY	
Journeyman .....	\$32.40	\$1.53	\$ .04	\$2.00	\$8.00	\$2.35	\$1.50	\$ .10	\$4.95	
Working Foreman .....	\$33.70	\$1.53	\$ .04	\$2.08	\$8.00	\$2.35	\$1.50	\$ .10	\$5.15	
Foreman .....	\$34.99	\$1.53	\$ .04	\$2.16	\$8.00	\$2.35	\$1.50	\$ .10	\$5.35	
General Foreman .....	\$36.29	\$1.53	\$ .04	\$2.24	\$8.00	\$2.35	\$1.50	\$ .10	\$5.54	

**Apprentices Indentured On/After 9/2/85**

HOURS OF WORK	WAGE RATES PER HOUR				TYPES OF FRINGES RATES PER HOUR					
	WAGE RATES PER HOUR	DUES	PPAC	V & H	H & W	PENSION	TRAINING	COOP-ERATION	ANNUITY	
0- 1,000 .....	\$11.34	\$1.53	\$ .04	\$ .50	\$ .90	---	---	\$ .10	---	
1,001- 2,000 .....	\$12.96	\$1.53	\$ .04	\$ .55	\$ .90	---	---	\$ .10	---	
2,001- 4,000 .....	\$15.39	\$1.53	\$ .04	\$1.13	\$1.25	\$ .25	\$ .05	\$ .10	\$ .25	
4,001- 6,000 .....	\$17.82	\$1.53	\$ .04	\$1.35	\$1.60	\$ .25	\$ .05	\$ .10	\$ .50	
6,001- 8,000 .....	\$21.06	\$1.53	\$ .04	\$1.43	\$2.05	\$ .25	\$ .10	\$ .10	\$ .75	
8,001-10,000 .....	\$24.30	\$1.53	\$ .04	\$1.58	\$2.35	\$ .25	\$ .10	\$ .10	\$1.00	

CLASSIFICATION	WAGE RATES PER HOUR			
	WAGE RATES PER HOUR	DUES	H & W	PENSION
Maintenance Worker I (0-2000 hours)	\$10.00	\$ .75	\$2.00	\$ .25
Maintenance Worker II (2,001 & over hours)	\$12.00	\$ .75	\$2.25	\$ .50

**Effective January 7, 2007 to June 30, 2007**

CLASSIFICATION	WAGE RATES PER HOUR				TYPES OF FRINGES RATES PER HOUR					
	WAGE RATES PER HOUR	DUES	PPAC	V & H	H & W	PENSION	TRAINING	COOP-ERATION	ANNUITY	
Journeyman .....	\$32.75	\$1.53	\$ .04	\$2.00	\$8.00	\$2.35	\$1.55	\$ .10	\$5.25	
Working Foreman .....	\$34.06	\$1.53	\$ .04	\$2.08	\$8.00	\$2.35	\$1.55	\$ .10	\$5.46	
Foreman .....	\$35.37	\$1.53	\$ .04	\$2.16	\$8.00	\$2.35	\$1.55	\$ .10	\$5.67	
General Foreman .....	\$36.68	\$1.53	\$ .04	\$2.24	\$8.00	\$2.35	\$1.55	\$ .10	\$5.88	

**Apprentices Indentured On/After 9/2/85**

HOURS OF WORK	WAGE RATES PER HOUR				TYPES OF FRINGES RATES PER HOUR					
	WAGE RATES PER HOUR	DUES	PPAC	V & H	H & W	PENSION	TRAINING	COOP-ERATION	ANNUITY	
0- 1,000 .....	\$11.46	\$1.53	\$ .04	\$ .50	\$ .90	---	---	\$ .10	---	
1,001- 2,000 .....	\$13.10	\$1.53	\$ .04	\$ .55	\$ .90	---	---	\$ .10	---	
2,001- 4,000 .....	\$15.56	\$1.53	\$ .04	\$1.13	\$1.25	\$ .25	\$ .05	\$ .10	\$ .25	
4,001- 6,000 .....	\$18.01	\$1.53	\$ .04	\$1.35	\$1.60	\$ .25	\$ .05	\$ .10	\$ .50	
6,001- 8,000 .....	\$21.29	\$1.53	\$ .04	\$1.43	\$2.05	\$ .25	\$ .10	\$ .10	\$ .75	
8,001-10,000 .....	\$24.56	\$1.53	\$ .04	\$1.58	\$2.35	\$ .25	\$ .10	\$ .10	\$1.00	

CLASSIFICATION	WAGE RATES PER HOUR			
	WAGE RATES PER HOUR	DUES	H & W	PENSION
Maintenance Worker I (0-2000 hours)	\$10.00	\$ .75	\$2.00	\$ .25
Maintenance Worker II (2,001 & over hours)	\$12.00	\$ .75	\$2.25	\$ .50

Effective July 1, 2007 to January 5, 2008

CLASSIFICATION	WAGE RATES PER HOUR				TYPES OF FRINGES RATES PER HOUR					
	HOUR	DUES	PPAC	V & H	H & W	PENSION	TRAINING	COOP-ERATION	ANNUITY	
Journeyman .....	\$33.10	\$1.58	\$ .04	\$2.00	\$8.00	\$2.35	\$1.60	\$ .10	\$5.55	
Working Foreman ....	\$34.42	\$1.58	\$ .04	\$2.08	\$8.00	\$2.35	\$1.60	\$ .10	\$5.77	
Foreman .....	\$35.75	\$1.58	\$ .04	\$2.16	\$8.00	\$2.35	\$1.60	\$ .10	\$5.99	
General Foreman ....	\$37.07	\$1.58	\$ .04	\$2.24	\$8.00	\$2.35	\$1.60	\$ .10	\$6.22	

Apprentices Indentured On/After 9/2/85

HOURS OF WORK	WAGE RATES PER HOUR				TYPES OF FRINGES RATES PER HOUR					
	HOUR	DUES	PPAC	V & H	H & W	PENSION	TRAINING	COOP-ERATION	ANNUITY	
0- 1,000 .....	\$11.59	\$1.58	\$ .04	\$ .50	\$ .90	---	---	\$ .10	---	
1,001- 2,000 .....	\$13.24	\$1.58	\$ .04	\$ .55	\$ .90	---	---	\$ .10	---	
2,001- 4,000 .....	\$15.72	\$1.58	\$ .04	\$1.13	\$1.25	\$ .25	\$ .05	\$ .10	\$ .25	
4,001- 6,000 .....	\$18.21	\$1.58	\$ .04	\$1.35	\$1.60	\$ .25	\$ .05	\$ .10	\$ .50	
6,001- 8,000 .....	\$21.52	\$1.58	\$ .04	\$1.43	\$2.05	\$ .25	\$ .10	\$ .10	\$ .75	
8,001-10,000 .....	\$24.83	\$1.58	\$ .04	\$1.58	\$2.35	\$ .25	\$ .10	\$ .10	\$1.00	

CLASSIFICATION	WAGE RATES PER HOUR			
	HOUR	DUES	H & W	PENSION
Maintenance Worker I (0-2000 hours)	\$10.00	\$ .75	\$2.00	\$ .25
Maintenance Worker II (2,001 & over hours)	\$12.00	\$ .75	\$2.25	\$ .50

The employers and the union hereby agree that contributions among the Vacation and Holiday, Health and Welfare, Pension, Training, and Annuity Funds may be reallocated as determined by the Trustees.

## APPRENTICE SCHEDULE EFFECTIVE

The apprentice wage rate shall be the following percentage of the journeyman's wage rate in accord with the following schedule:

HOURS OF WORK	(On/After)	(On/After)	(On/After)
	8/15/76	8/15/82	9/2/85
	%	%	%
0- 1,000 .....	35	35	35
1,001- 2,000 .....	40	40	40
2,001- 3,000 .....	45	45	47.5
3,001- 4,000 .....	50	50	47.5
4,001- 5,000 .....	55	55	55
5,001- 6,000 .....	60	60	55
6,001- 7,000 .....	68	65	65
7,001- 8,000 .....	75	70	65
8,001- 9,000 .....	83	75	75
9,001-10,000 .....	90	80	75

**Plumber Apprentices Only:** The wages and fringes for an apprentice completing the apprenticeship program but lacking the state journeyworker license shall be frozen at the last level and no increase shall be granted until he/she acquires his/her state journeyworker plumber license.

Above abbreviations are defined as follows:

V&H - Vacation and Holiday Fund

H&W - Health and Welfare Fund

**DUES:** As described in Exhibit "B", said dues shall be remitted to the union monthly as the employee's dues, upon receipt by the employer of a dues authorization form set forth as Exhibit "G" hereto properly executed by the employee. Otherwise, said dues shall be paid directly to the employee weekly. It is understood that such dues shall be included in the employee's gross pay solely for the purpose of computing necessary withholding income and Social Security taxes.

**PPAC:** As described in Exhibit "B" such contributions shall be remitted to the union monthly, as the employee's PPAC Political Fund contribution, upon receipt by the employer of an authorization form set forth as Exhibit "J" hereto properly executed by the employee. It is understood that such contributions shall be included in the employee's gross pay solely for the purpose of computing necessary withholding income and Social Security taxes. If an employee has failed or refused to sign the authorization form set forth as Exhibit "J", then amounts which would otherwise be withheld from that employee's wages shall be paid directly to the employee, on a weekly basis.

**WORKING FOREMAN DIFFERENTIAL:** The differential for working foreman shall be four (4) percent per hour more than the journeyman's hourly wage.

**FOREMAN DIFFERENTIAL:** The differential for foreman shall be eight (8) percent per hour more than the journeyman's hourly wage.

**GENERAL FOREMAN DIFFERENTIAL:** The differential for general foreman shall be twelve (12) percent per hour more than the journeyman's hourly wage.

**EXHIBIT "C"**  
**PAMCAH-UA LOCAL 675 VACATION AND HOLIDAY FUND**  
**DECLARATION OF TRUST AGREEMENT**

*(As Amended From the Effective Date of August 15, 1963)*

**ARTICLE I**  
**DEFINITIONS**

As used herein:

1. "Association" means the Plumbing and Mechanical Contractors Association of Hawaii.
2. "Union" means Local 675 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, AFL-CIO.
3. "Employer" means any association, individual, partnership, corporation or entity which employs employees and is a party to the labor agreement with the Union.
4. "Employee" means any person employed by an employer under the labor agreement.
5. "Trustees" means the board of trustees described in Article V, but not the corporate co-trustee.
6. "Corporate co-trustee" means the trustee described in Article VI.
7. "Trust agreement" means the agreement under which this trust is created and amendments thereto.
8. "Trust" means the PAMCAH-UA Local 675 Vacation & Holiday Fund created and established under this trust agreement.
9. "Plan" means the plan adopted under this trust agreement and amendments thereto.
10. "Employer contributions" means money payments to the trust by an employer under a labor agreement.
11. "Labor agreement" means any collective bargaining agreement between the Union and any employer, including any extension thereof or any new collective bargaining agreement which provides for contributions to the trust.

**ARTICLE II**  
**ESTABLISHMENT OF THE TRUST**

1. *Declaration and Establishment.* The employers and the Union hereby declare and establish a trust fund to be known as the PAMCAH-UA Local 675 Vacation & Holiday Fund (Trust).
2. *Office of the Trust.* The principal office of the trust shall be in Honolulu, Hawaii. The trustees may establish branch offices within the State of Hawaii.
3. *Assets; In Trust.* The assets of the trust consists of all contributions, investments, income from investments and any property held by the trustees for the purposes of this trust.

All assets shall be held in trust by the trustees. The trustees shall manage and control the assets, except to the extent that: (1) the trustees are subject to a named fiduciary's directions which are made in accordance with the plan and law; or (2) the trustees authority to

manage, acquire or dispose of assets of the plan is delegated to investment managers under law.

4. *No Vested Right or Interest.* Neither the Association, any employer, the Union, any employee, any member of the Union nor any person claiming under any of them, shall have any right, in any part of the Trust, except the right of an employee to benefits if he/she satisfies eligibility requirements for benefits as determined by the trustees.

An employee shall not receive any payments from the trust except for benefits for which he/she is eligible.

The trust and contributions shall not be subject to the debts, contracts or liabilities of the Association, any employer, the Union, any employee, or any trustee.

The trust and any benefit payable in accord with the rules and regulations of the trustees shall not be subject to anticipation, alienation, transfer, assignment, pledge, encumbrance or charge by any person.

No employee or beneficiary or person claiming under them may claim benefits except as specified in the plan. Any claim to benefits from the fund under the plan shall be decided by the trustees in accord with the plan. The trustees shall establish a procedure for the presentation, consideration, determination and appeal of any such claim. Such procedure shall comply with ERISA. Subject to the foregoing, the trustees' decision shall be final and binding upon all persons affected by the decision.

No action may be brought to enforce any claim under the plan or against the fund until after the claim for benefits has been submitted to and decided by the trustees in accordance with the procedure. Thereafter, the only action which may be brought is to enforce the decisions of the Board or to clarify the rights of the claimant under such decision.

Neither the employer, the Association, the Union nor any of the trustees nor their employees or agents shall be liable for the failure or omission for any reason to pay any benefits under the plan.

5. *Assets Not Inure.* Except as otherwise provided by law or herein, the assets of the trust shall not inure to the benefit of any employer and shall be held only to provide benefits to employees satisfying eligibility requirements and to pay reasonable expenses of administering the trust and the plan.

**ARTICLE III**  
**PURPOSE OF THE TRUST**

The trust shall be used solely to provide vacation and holiday benefits to employees satisfying eligibility requirements as determined by the trustees.

## ARTICLE IV EMPLOYER CONTRIBUTIONS

Each employer shall provide the trustees with all information necessary to carry out the purposes of the trust and shall permit an audit of its payroll records by an authorized representative of the trust to ascertain whether contributions due to the trust have been paid.

If the Ad Office's audit discloses that an employer's delinquent contribution for any month exceeds 10% of the monthly contribution due, the employer shall reimburse the trust for all auditing costs incurred by the Ad Office in auditing such employer.

## ARTICLE V BOARD OF TRUSTEES

1. *Board of Trustees; Membership.* The trust shall be administered by a board of six trustees of whom three shall be designated as "employer trustees" and three shall be designated as "union trustees". Employer trustees shall be appointed and may be removed for good cause at any time by the Association. Union trustees shall be appointed and may be removed by the Union for good cause at any time.

Each trustee shall accept his/her respective appointment in writing.

2. *Alternate Trustee.* One alternate trustee may be appointed and removed by the Association and the Union respectively to serve when a respective trustee is absent. Such alternate trustee shall accept his/her appointment in writing.

3. *Vacancy.* If an employer trustee dies, resigns or is removed, his/her successor trustee shall be appointed by the Association. If a Union trustee dies, resigns or is removed, his/her successor trustee shall be appointed by the Union. If the Association or the Union fails to appoint a successor trustee within 60 days from the date of death, incapacity, resignation or removal of the trustee, the remaining Union or employer trustees, as the case may be, may select the successor trustees to serve until the party responsible for appointing such trustee appoints the successor trustee.

No vacancy in the office of trustee shall impair the power of the remaining trustees to administer the trust, if there is a quorum. Whenever the Association or the Union removes or appoints a successor trustee, written notice of such removal or appointment shall be made to the trustees.

4. *Voting Deadlocked.* If the votes on any matter is deadlocked, the matter shall be submitted to an impartial umpire mutually agreed upon by the employer trustees and Union trustees. If the employer and the Union trustees cannot agree upon the selection of an impartial umpire, then the impartial umpire shall be selected by the First Judge of the United States District Court of Hawaii. In his/her absence, the Second Judge or any other judge assigned to the Court shall make the selection. The decision of the impartial umpire shall be final and binding upon the trustees and beneficiaries of the trust. All costs and expenses of

the proceedings reasonably made in behalf of the trust or incurred by the trustees, shall be paid by the trust. The employer and Union trustees may each select one attorney in the presentation of its case. The costs of such attorneys shall be paid by the trust.

5. *No Compensation.* The trustees shall not receive any compensation for services rendered as trustees of the trust, but such trustees may be reimbursed for reasonable and necessary expenditures made in behalf of the trust.

Nothing shall be construed to prohibit any fiduciary from:

a. receiving any benefit to which he/she may be entitled as a participant or beneficiary in the plan, so long as the benefit is computed and paid on a basis which is consistent with the terms of the plan as applied to all other participants and beneficiaries; and

b. receiving any reasonable compensation for services rendered, or for the reimbursement of expenses properly and actually incurred, in the performance of his/her duties with the plan; except that no person so serving who already receives full-time pay from an employer or an association of employers, whose employees are participants in the plan, or from an employee organization whose members are participants in such plan shall receive compensation from such plan, except for reimbursement of expenses properly and actually incurred. Reasonable compensation for services rendered by a bargaining unit employee serving as a trustee shall be limited to the straight-time non-holiday wages he/she would have received were it not for performance of his/her trustee duties.

## ARTICLE VI DUTIES AND POWERS OF TRUSTEES

1. *Duties.* The trustees shall discharge their duties:

a. *Purpose.* With respect to the trust and plan solely for the participants to: (1) provide benefits to employee participants; and (2) pay reasonable expenses of administering the trust and plan;

b. *Prudent Man.* With the care, skill, prudence and diligence under the circumstances then prevailing, that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims;

c. *Diversified Investments.* By diversifying the investments of the trust and plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so;

d. *Documents.* In accordance with the documents and instruments governing the plan and consistent with law;

e. *Audit.* By having an annual audit made of the trust by a certified public accountant and by making copies of such audit available for inspection by participants at the principal office of the trust;

f. *Bonding.* By procuring fidelity bonds for the trustees and in its discretion for other agents dealing with the assets of the trust at the expense of the trust;

g. *Liability Insurance.* By purchasing liability insurance for errors or omissions for themselves, jointly or severally, and for any other fiduciary employed by the trustees to cover liability of losses occurring because of the act or omission of a fiduciary;

h. *Books of Account.* By maintaining proper books of account and records of administration of the trust;

i. *Reporting and Disclosure.* By carrying out the reporting and disclosure requirements required by law;

j. *Participation and Vesting.* By determining a plan in accordance with participation and vesting requirements required by law; and

k. *Prohibited Transactions.* By not entering into transactions prohibited by law.

2. *Powers.* Except as otherwise provided by law, the trustees may:

a. *Allocation of Responsibility.* Allocate fiduciary responsibilities amongst the trustees and designate persons other than trustees to carry out fiduciary responsibilities as provided in this trust agreement. The trustees may appoint an investment manager or managers;

b. *Handle Money.* Collect, receive, hold and disburse money payable to or by the trust;

c. *Deposits and Withdrawals.* Deposit money of the trust in banks selected by the trustees. Withdrawals from banks shall be made only upon the signatures of at least two trustees, one of whom shall be an employer trustee and the other a Union trustee, or if so authorized by the trustees upon the signature of the corporate co-trustee, or administrator of the trustees;

d. *Payments.* Pay money from the trust to effectuate the purpose of the trust and to administer the trust, including costs incurred in establishing the trust;

e. *Personnel.* Employ persons to administer the trust and the plan, including legal counsels, accountants, insurance consultants, administrators, actuaries, investment managers and any other expert and clerical employees and pay compensation and expenses in connection therewith;

f. *Administrative Office.* Establish an administrative office and secure real and personal property to maintain such office to administer the trust and the plan;

g. *Sharing Administrative Expenses.* Provide for the administration of the trust and plan jointly with other labor-management trusts established for employee benefits or similar purposes to reduce the expenses of administration;

h. *Corporate Co-Trustee.* Select a corporate trustee to act as co-trustee, and negotiate an agreement with such co-trustee, to collect, receive, hold or

disburse money payable to or by the trust and/or plan. Such co-trustee shall not have any vote on the board of trustees;

i. *Investments.* Invest the principal and income of the trust without distinction between principal and income and may keep the fund invested in real or personal property. The trustees may retain cash temporarily awaiting investment or to meet contemplated payments without liability for interest thereon.

The trustees may manage and control the assets of the trust, except to the extent that such authority to manage, acquire or dispose of the assets of the plan is delegated to one or more investment managers in accordance with law.

The trustees may appoint an investment manager to manage, acquire or dispose of assets of the fund. An investment manager may be designated a "corporate trustee" or "corporate agent". An "investment manager" is any fiduciary who has been designated by the trustees to manage, acquire or dispose of any assets of the fund who is registered as an investment advisor under the Investment Advisors Act of 1940, is a bank as defined in that Act or an insurance company qualified to perform services under the laws of more than one state and who has acknowledged in writing that he/she is a fiduciary with respect to the plan.

The trustees may, but not by way of limitation:

- (1) Sell any securities of the trust. No purchaser of securities of the trust is bound to know the application of the purchase money or to inquire as to the validity of such sale;
- (2) Vote in behalf of any stocks, bonds or securities of any corporation or issuer held in the trust to request any action by such corporation or issuer. The trustees may give general or special proxies or powers of attorney with or without power of substitution;
- (3) Participate in reorganizations, recapitalization, consolidations, mergers and similar transactions with respect to stocks, bonds, or other securities of any corporation or issuer held in the trust and may accept and retain any property received thereunder for the trust. The trustees may exercise any subscription rights and conversion privileges of stocks or securities of the trust;
- (4) Compromise, compound and settle any debt or obligation due to or from the trust. The trustees may reduce the amount of principal and interest, liquidated damages and costs of collection in settling debts;
- (5) Have securities held by it to be registered in its own name, in the name of a nominee, or in bearer form, without indicating that such securities are held in a fiduciary capacity. The records of the trust, however, shall show that such investments are part of the trust;
- (6) Delegate their investment powers to investment managers acting as investment managers of the trustees to expedite the purchase and sale of securities. The purchase or sale of any securities

by such managers shall be in the name selected by the trustees. The authority of such managers to purchase or sell securities for the trust shall be evidenced by written authority executed by the trustees. The trustees shall require such managers to keep them currently informed as to the nature and amount of the investments made for the trust by them. The trustees may enter into appropriate agreements with such managers setting forth their investment powers and limitations. The trustees may terminate the services of such managers.

j. *Borrow Money.* Borrow money and secure repayment thereof by pledging any part of the trust.

k. *Property.* Buy, sell, exchange, lease, convey and otherwise acquire or dispose of any property of the trust under proper terms, and sign and deliver any necessary documents in connection therewith;

l. *Contract.* Enter into any agreement to carry out this trust agreement and to administer the trust and the plan;

m. *Pay Taxes.* Pay taxes or assessments assessed against the trust or the plan;

n. *Obtain Information.* Require any employer, the Union, or any employee to furnish the trustees with such information necessary for the administration of the trust. The trustees or its agents may examine the payroll and employment records of any employer to determine whether the employer is complying with this trust agreement. Each employer shall permit the trustees or their agents to enter upon his/her premises during business hours upon request to inspect such records and make copies thereof;

o. *Maintain Legal Proceedings.* Delegate its authority to the Administrator or any authorized representative to maintain any legal proceeding to protect the trust or the trustees, to secure payment of employer contributions, liquidated damages and costs for the trust, to effectuate the administration of the trust and the plan, or to secure benefits. In connection therewith, the trustees or their administrator or representative may compromise, settle or release claims on behalf of or against the trust and/or the trustees;

p. *Delegation of Duties and Powers.* Delegate any of its duties and powers to the co-trustee or individual trustee which is deemed proper;

q. *Method of Providing Benefits.* Make arrangements to provide benefits of the plan to employees;

r. *Determine Eligibility.* Determine all requirements relating to eligibility of employees to receive benefits;

s. *Determine Benefits.* Determine the kind and type of benefits, the method and manner of payment of benefits and the validity of claims for benefits;

t. *Agreements with Other Trusts.* Enter into reciprocal agreements with other trusts covering employees represented by local unions affiliated with the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting

Industry, AFL-CIO, to exchange service credits and/or funds to provide continuity in providing benefits to employees moving into or out of a geographic area covered by this trust;

u. *Change Plan.* Amend, alter or otherwise change the plan in any way not inconsistent with applicable laws the trust;

v. *Rules and Regulations.* Adopt rules and regulations:

- (1) For the administration of the trust and the plan;
- (2) To be followed by employers in reporting contributions;
- (3) To be followed in determining rights of employees to benefits;
- (4) To be followed in determining the vesting of rights to benefits; and
- (5) Concerning or affecting the trust and/or the plan.

w. *Signing Documents.* Provide that any instrument in writing be executed on behalf of the trustees by the signatures of two trustees, one of whom shall be a Union trustee and one a employer trustee, or by a person designated by the trustees for such purpose;

x. *Education.* Pay for reasonable expenses, including but not limited to travel, room and board and tuition, to educate trustees and trust personnel, and if it is in the best interest of the trust, others who are providing services to the trust.

In addition to the powers hereinabove enumerated, the trustees may do whatever is necessary to carry out the purposes of the trust and their duties as trustees.

## ARTICLE VII MEETINGS OF THE BOARD OF TRUSTEES

1. *Quorum.* A quorum of the trustees to transact business shall have at least two employer trustees and two Union trustees. Unless a quorum is present, no business shall be transacted.

2. *Voting.* Each trustee shall have one vote. All actions and decisions of trustees shall be by majority vote.

If any employer trustee is absent at a meeting of trustees, employer trustees present may vote for the absent trustee. If employer trustees cannot agree as to how the vote of the absent trustee shall be cast, then the vote shall be cast by the employer trustee chairman or co-chairman.

If any Union trustee is absent at a meeting of trustees, Union trustees present may vote for the absent trustee under the same method provided for employer trustees in casting the vote of an absent employer trustee.

3. *Time of Meetings.* Trustees shall determine the time and place of regular meetings of trustees. The administrator of the trustee shall notify trustees of the time and place of meetings.

Special meetings may be held at the call of the chairman, co-chairman or any two trustees upon giving at least 7 days' written notice to all other trustees.

Unless otherwise specified in the call and notice, meetings shall be held at the principal office of the trust.

4. *Chairman, Co-chairman, Secretary.* Trustees shall select a chairman, co-chairman and secretary, and such other officers as it may desire. The chairman and the co-chairman shall not be from the same group of trustees. Insofar as possible such office shall alternate between employer and Union trustees.

5. *General Assent.* Trustees may also exercise their powers by written assent of all trustee.

#### **ARTICLE VIII LIABILITY OF TRUSTEES**

1. *Limitation of Liability.* If an investment manager is appointed in accordance with this trust agreement, a trustee shall not be liable for the acts or omissions of such investment manager or be under an obligation to invest or otherwise manage any asset of the plan which is subject to management of such investment manager.

#### **ARTICLE IX LIABILITIES AND RIGHTS OF PARTIES AND OF THIRD PERSONS**

1. *Liability.* An employer shall not be liable to make contributions to the trust or pay any expenses in connection therewith, except as provided by the labor agreement and this trust agreement.

An employer shall not be required to make any payments for benefits for his/her employees similar to those provided under this trust, except as required by a labor agreement and by this trust agreement.

An employer, the Association, the Union, and the trustees shall not be liable for any debts, liabilities, or obligations of the trust, except as specifically provided for in the plan or trust, agreement.

An employer shall not have any right to the return of any money paid by him/her to the trust, except as determined by the trustees.

2. *Refund.* If a contribution is made by an employer by a mistake of fact, the trustees may return such contribution to the employer within one (1) year after the payment of the contribution.

If a contribution is conditioned upon qualification of the trust under the Internal Revenue Code and if the trust or the plan does not qualify or the participation of an employer jeopardizes the tax-exempt status of the trust, then, the trustees may return such contribution to the employer within one (1) year after the date of denial of qualification of the trust, the plan or the participation of the employer.

3. *Third Party.* No one who deals with the trustees or co-trustees shall be required to inquire as to whether trust purposes are being applied, or whether this trust agreement is being complied with. Every instrument executed by the trustees or by their direction shall be conclusive in favor of every person relying thereon that at the time of delivery of said instrument,

the trust was in effect, that said instrument was executed in the manner required by this trust agreement and that the trustees had the authority to execute said instrument.

#### **ARTICLE X TERMINATION AND MERGER**

1. *Continuance of Trust.* The parties contemplate that new labor agreements may be entered into from time to time continuing the provisions of employer contributions for trust purposes. This trust shall continue during such period of time as may be necessary to carry out the provisions of the labor agreement. The termination of labor agreements shall not by itself terminate this trust, which shall continue for a period of time sufficient to wind up the affairs of the trust.

2. *Mutual Termination.* This trust agreement may be terminated at any time by the mutual agreement of the employers and the Union by an instrument in writing.

3. *Disbursement of Remaining Assets.* Except as otherwise provided by law, any assets remaining in the trust after the termination of the trust, and any assets acquired or disbursed as a result of merger, consolidation, amalgamation, affiliation, exchange of credits or otherwise shall be used by the trustees solely for the purpose set forth in Article III and for expenses of administration incident thereto.

4. *Stopping Participation.* If any of the parties to this agreement stops participating in the trust, the trust shall not terminate. The trust shall continue with the remaining parties subject to the rights of such remaining parties to amend this trust agreement in such a way as may be necessary to take into account such stoppage of participation. The trustees may allocate, assign, pay over, transfer or purchase benefits described in Article III with any part of the assets of the trust for the benefit of employees whose coverage under the trust terminates by reason of such stoppage of participation or to arrange to provide for such employee with benefits in lieu of benefits described in Article III under the plan. Any manner deemed by the trustees in its sole discretion to be fair and equitable shall be final and binding, if such action by the trustees is within the purpose of this trust and subject to the limitations on the use of the trust contained in this trust agreement.

5. *Join Other Trusts.* The parties recognize that in the future the trustees may deem it in the best interest of the trust to merge, consolidate, amalgamate or join with other trust funds covering other employees or that the trust accept funds from other trust funds in connection with joinder or amalgamation with or inclusion in this trust or new or other employer associations, Unions, or employers. The trustees may investigate, evaluate and negotiate such merger, consolidation, amalgamation, joinder or other similar situation and enter into agreements to consummate the same.

6. *Alternate Plan.* The employers and the Union recognize that in the future variances of employer con-

tributions payable to the trust because of different labor agreements may arise as between different groups included within the coverage of the trust. If this happens, the trustees may adopt an alternative plan to provide benefits. The trustees may refuse to accept employer contributions from certain employers unless employer contributions for such groups are reestablished on a basis uniform with other similar groups included in the plan.

#### **ARTICLE XI AMENDMENT**

1. *Irrevocable Trust.* This trust agreement is irrevocable. Under no circumstances shall any money paid into the trust be recoverable by any employer, association or union. Nor shall any money be used for a purpose other than that stated in Article III or for necessary and reasonable expenses incurred in the establishment and administration of the trust and the plan.

2. *Amendments of Trust Agreement.* Subject to the limitations herein, the employers and the Union may amend or cancel provisions of this trust agreement to obtain and retain the tax-exempt status of the trust, the non-taxable status of contributions as income to employees, and the deductibility for tax purposes of the employer contributions.

3. *Restrictions of Amendments.* Anything herein to the contrary notwithstanding, the parties may not adopt any amendment to this trust agreement which (a) alters the basic purposes of this trust as described in Article III, or (b) conflicts with any applicable law, or (c) causes the use of any part of the trust for purposes other than those authorized by Article III, or (d) deprives any eligible employee of a vested right.

4. *Approval by Resolution.* Amendment of this trust agreement shall require approval by resolution of the trustees at a meeting duly called. Following approval of the amendment by the trustees, the amendment shall become effective only upon execution thereof by authorized representatives of the Association and the Union.

#### **ARTICLE XII GOVERNING LAW**

The interpretation of this agreement and declaration of trust and the administration of the trust and the plan shall be governed by the laws of the United States.

#### **ARTICLE XIII SEVERABILITY**

1. *Severability and Corrective Amendments.* If any part of this trust agreement is illegal, such illegality shall not affect the remaining parts of this trust agreement, unless such illegality prevents the trustees from accomplishing the purposes of the trust. If any such illegality exists, the parties shall immediately make such amendments to this trust agreement to eliminate the illegality.

2. *Maintain Tax Savings.* If any part of this trust agreement or the plan renders contributions by the employers to the trust nondeductible by employers for tax purposes or taxable to the employees or renders the income received by the trustees nonexempt from taxation, the parties shall immediately take steps to remedy such nondeductibility or taxability.

3. *Conflict.* If there is any conflict between any provision of this trust agreement and the Employee Retirement Security Act of 1974, as amended (ERISA), the provisions of ERISA shall prevail.

#### **ARTICLE XIV PARTICIPATION IN THE TRUST FUND**

1. *Effect of Trust Agreement on Other Contributors or Local Unions.* If a contributor or local union of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, AFL-CIO, is authorized by the trustees to participate herein, such contributor or local union shall execute an agreement in writing, in such form as the trustees may prescribe, to be bound by the terms of this trust agreement.

2. *Binding Successors and Assigns.* This trust agreement shall be binding upon the Association, employers and the Union, and their respective successors, assigns and personal representatives.

**EXHIBIT "D"**  
**PAMCAH-UA LOCAL 675 HEALTH AND WELFARE FUND**  
**DECLARATION OF TRUST AGREEMENT**

(As Amended From the Effective Date of August 15, 1963)

**ARTICLE I**  
**DEFINITIONS**

As used herein:

1. "Association" means the Plumbing and Mechanical Contractors Association of Hawaii.

2. "Union" means Local 675 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, AFL-CIO.

3. "Employer" means any association, individual, partnership, corporation or entity which employs employees and is a party to the labor agreement with the Union. The term "employer" may include the Association, the Union, the PAMCAH-UA Local 675 Ad Office (Ad Office), or the PAMCAH-UA Training Fund (Training Fund), if the inclusion of the Association, the Union, the Ad Office or the Training Fund does not jeopardize the tax-exempt status of the trust.

4. "Employee" means any person employed by an employer under the labor agreement. "Employee" may include the employees of the Association, the Union, the Ad Office, or Training Fund, non-bargaining unit employees of employers and self-employed employers and partners, if the inclusion of such employees does not jeopardize the tax-exempt status of the trust.

5. "Trustees" means the board of trustees described in Article V, but not the corporate co-trustee.

6. "Corporate co-trustee" means the trustee described in Article VI.

7. "Trust agreement" means the agreement under which this trust is created and amendments thereto.

8. "Trust" means the PAMCAH-UA Local 675 Health and Welfare Fund created and established under this trust agreement.

9. "Plan" means the plan adopted under this trust agreement and amendments thereto.

10. "Employer contributions" means money payments to the trust by an employer under a labor agreement. "Employer contributions" may include contributions from the Association, the Union, the Ad Office, or Training Fund, employers of non-bargaining unit employees and self-employed employers and partners.

11. "Labor agreement" means any collective bargaining agreement between the Union and any employer, including any extension thereof or any new collective bargaining agreement which provides for contributions to the trust.

**ARTICLE II**  
**ESTABLISHMENT OF THE TRUST**

1. *Declaration and Establishment.* The employers and the Union hereby declare and establish a trust fund to be known as the PAMCAH-UA Local 675 Health and Welfare Fund (Trust).

2. *Office of the Trust.* The principal office of the trust shall be in Honolulu, Hawaii. The trustees may establish branch offices within the State of Hawaii.

3. *Assets; In Trust.* The assets of the trust consists of all contributions, investments, income from investments and any property held by the trustees for the purposes of this trust.

All assets shall be held in trust by the trustees. The trustees shall manage and control the assets, except to the extent that: (1) the trustees are subject to a named fiduciary's directions which are made in accordance with the plan and law; or (2) the trustees authority to manage, acquire or dispose of assets of the plan is delegated to investment managers under law.

4. *No Vested Right or Interest.* Neither the Association, any employer, the Union, any employee, any member of the Union nor any person claiming under any of them, shall have any right, in any part of the Trust, except the right of an employee to benefits if he/she satisfies eligibility requirements for benefits as determined by the trustees.

An employee shall not receive any payments from the trust except for benefits for which he/she is eligible.

The trust and contributions shall not be subject to the debts, contracts or liabilities of the Association, any employer, the Union, any employee, or any trustee.

The trust and any benefit payable in accord with the rules and regulations of the trustees shall not be subject to anticipation, alienation, transfer, assignment, pledge, encumbrance or charge by any person.

No employee or beneficiary or person claiming under them may claim benefits except as specified in the plan. Any claim to benefits from the fund under the plan shall be decided by the trustees in accord with the plan. The trustees shall establish a procedure for the presentation, consideration, determination and appeal of any such claim. Such procedure shall comply with ERISA. Subject to the foregoing, the trustees' decision shall be final and binding upon all persons affected by the decision.

No action may be brought to enforce any claim under the plan or against the fund until after the claim for benefits has been submitted to and decided by the trustees in accordance with the procedure. Thereafter, the only action which may be brought is to enforce the decisions of the Board or to clarify the rights of the claimant under such decision.

Neither the employer, the Association, the Union nor any of the trustees nor their employees or agents shall be liable for the failure or omission for any reason to pay any benefits under the plan.

5. *Assets Not Inure.* Except as otherwise provided by law or herein, the assets of the trust shall not inure

to the benefit of any employer and shall be held only to provide benefits to employees or employers and their dependents satisfying eligibility requirements and to pay reasonable expenses of administering the trust and the plan.

### ARTICLE III PURPOSE OF THE TRUST

The trust shall be used solely to provide health and welfare benefits as determined by the trustees to the following persons satisfying eligibility requirements as determined by the trustees, if the inclusion of any of the following persons does not jeopardize the tax-exempt status of the trust:

- a. All employees of employers covered by a labor agreement and the dependents of such employees;
- b. All employees of the Association, the Union, the Ad Office and the Training Fund and the dependents of such employees.

### ARTICLE IV EMPLOYER CONTRIBUTIONS

Each employer shall provide the trustees with all information necessary to carry out the purposes of the trust and shall permit an audit of its payroll records by an authorized representative of the trust to ascertain whether contributions due to the trust have been paid.

If the Ad Office's audit discloses that an employer's delinquent contribution for any month exceeds 10% of the monthly contribution due, the employer shall reimburse the trust for all auditing costs incurred by the Ad Office in auditing such employer.

### ARTICLE V BOARD OF TRUSTEES

1. *Board of Trustees; Membership.* The trust shall be administered by a board of six trustees of whom three shall be designated as "employer trustees" and three shall be designated as "union trustees". Employer trustees shall be appointed and may be removed for good cause at any time by the Association. Union trustees shall be appointed and may be removed by the Union for good cause at any time.

Each trustee shall accept his/her respective appointment in writing.

2. *Alternate Trustee.* One alternate trustee may be appointed and removed by the Association and the Union respectively to serve when a respective trustee is absent. Such alternate trustee shall accept his/her appointment in writing.

3. *Vacancy.* If an employer trustee dies, resigns or is removed, his/her successor trustee shall be appointed by the Association. If a Union trustee dies, resigns or is removed, his/her successor trustee shall be appointed by the Union. If the Association or the Union fails to appoint a successor trustee within 60 days from the date of death, incapacity, resignation or removal of the trustee, the remaining Union or employer trustees, as the case may be, may select the

successor trustees to serve until the party responsible for appointing such trustee appoints the successor trustee.

No vacancy in the office of trustee shall impair the power of the remaining trustees to administer the trust, if there is a quorum. Whenever the Association or the Union removes or appoints a successor trustee, written notice of such removal or appointment shall be made to the trustees.

4. *Voting Deadlocked.* If the votes on any matter is deadlocked, the matter shall be submitted to an impartial umpire mutually agreed upon by the employer trustees and Union trustees. If the employer and the Union trustees cannot agree upon the selection of an impartial umpire, then the impartial umpire shall be selected by the First Judge of the United States District Court of Hawaii. In his/her absence, the Second Judge or any other judge assigned to the Court shall make the selection. The decision of the impartial umpire shall be final and binding upon the trustees and beneficiaries of the trust. All costs and expenses of the proceedings reasonably made in behalf of the trust or incurred by, the trustees, shall be paid by the trust. The employer and Union trustees may each select one attorney in the presentation of its case. The costs of such attorneys shall be paid by the trust.

5. *No Compensation.* The trustees shall not receive any compensation for services rendered as trustees of the trust, but such trustees may be reimbursed for reasonable and necessary expenditures made in behalf of the trust.

Nothing shall be construed to prohibit any fiduciary from:

- a. receiving any benefit to which he/she may be entitled as a participant or beneficiary in the plan, so long as the benefit is computed and paid on a basis which is consistent with the terms of the plan as applied to all other participants and beneficiaries; and

- b. receiving any reasonable compensation for services rendered, or for the reimbursement of expenses properly and actually incurred, in the performance of his/her duties with the plan; except that no person so serving who already receives full-time pay from an employer or an association of employers, whose employees are participants in the plan, or from an employee organization whose members are participants in such plan shall receive compensation from such plan, except for reimbursement of expenses properly and actually incurred. Reasonable compensation for services rendered by a bargaining unit employee serving as a trustee shall be limited to the straight-time non-holiday wages he/she would have received were it not for performance of his/her trustee duties.

### ARTICLE VI DUTIES AND POWERS OF TRUSTEES

1. *Duties.* The trustees shall discharge their duties:  
a. *Purpose.* With respect to the trust and plan solely for the participants and dependents to: (1) pro-

vide benefits to participants and their dependents; and (2) pay reasonable expenses of administering the trust and plan;

b. *Prudent Man.* With the care, skill, prudence and diligence under the circumstances then prevailing, that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims;

c. *Diversified Investments.* By diversifying the investments of the trust and plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so;

d. *Documents.* In accordance with the documents and instruments governing the plan and consistent with law;

e. *Audit.* By having an annual audit made of the trust by a certified public accountant and by making copies of such audit available for inspection by participants at the principal office of the trust;

f. *Bonding.* By procuring fidelity bonds for the trustees and in its discretion for other agents dealing with the assets of the trust at the expense of the trust;

g. *Liability Insurance.* By purchasing liability insurance for errors or omissions for themselves, jointly or severally, and for any other fiduciary employed by the trustees to cover liability of losses occurring because of the act or omission of a fiduciary;

h. *Books of Account.* By maintaining proper books of account and records of administration of the trust;

i. *Reporting and Disclosure.* By carrying out the reporting and disclosure requirements required by law;

j. *Participation and Vesting.* By determining a plan in accordance with participation and vesting requirements required by law; and

k. *Prohibited Transactions.* By not entering into transactions prohibited by law.

2. *Powers.* Except as otherwise provided by law, the trustees may:

a. *Allocation of Responsibility.* Allocate fiduciary responsibilities amongst the trustees and designate persons other than trustees to carry out fiduciary responsibilities as provided in this trust agreement. The trustees may appoint an investment manager or managers;

b. *Handle Money.* Collect, receive, hold and disburse money payable to or by the trust;

c. *Deposits and Withdrawals.* Deposit money of the trust in banks selected by the trustees. Withdrawals from banks shall be made only upon the signatures of at least two trustees, one of whom shall be an employer trustee and the other a Union trustee, or if so authorized by the trustees upon the signature of the corporate co-trustee, or administrator of the trustees;

d. *Payments.* Pay money from the trust to effectuate the purpose of the trust and to administer the

trust, including costs incurred in establishing the trust;

e. *Personnel.* Employ persons to administer the trust and the plan, including legal counsels, accountants, insurance consultants, administrators, actuaries, investment managers and any other expert and clerical employees and pay compensation and expenses in connection therewith;

f. *Administrative Office.* Establish an administrative office and secure real and personal property to maintain such office to administer the trust and the plan;

g. *Sharing Administrative Expenses.* Provide for the administration of the trust and plan jointly with other labor-management trusts established for employee benefits or similar purposes to reduce the expenses of administration;

h. *Corporate Co-Trustee.* Select a corporate trustee to act as co-trustee, and negotiate an agreement with such co-trustee, to collect, receive, hold or disburse money payable to or by the trust and/or plan. Such co-trustee shall not have any vote on the board of trustees;

i. *Investments.* Invest the principal and income of the trust without distinction between principal and income and may keep the fund invested in real or personal property. The trustees may retain cash temporarily awaiting investment or to meet contemplated payments without liability for interest thereon.

The trustees may manage and control the assets of the trust, except to the extent that such authority to manage, acquire or dispose of the assets of the plan is delegated to one or more investment managers in accordance with law.

The trustees may appoint an investment manager to manage, acquire or dispose of assets of the fund. An investment manager may be designated a "corporate trustee" or "corporate agent." An "investment manager" is any fiduciary who has been designated by the trustees to manage, acquire or dispose of any assets of the fund who is registered as an investment advisor under the Investment Advisors Act of 1940, is a bank as defined in that Act or an insurance company qualified to perform services under the laws of more than one state and who has acknowledged in writing that he/she is a fiduciary with respect to the plan.

The trustees may, but not by way of limitation:

- (1) Sell any securities of the trust. No purchaser of securities of the trust is bound to know the application of the purchase money or to inquire as to the validity of such sale;
- (2) Vote in behalf of any stocks, bonds or securities of any corporation or issuer held in the trust to request any action by such corporation or issuer. The trustees may give general or special proxies or powers of attorney with or without power of substitution;
- (3) Participate in reorganizations, recapitalization, consolidations, mergers and similar transactions with respect to stocks, bonds, or other securities

of any corporation or issuer held in the trust and may accept and retain any property received thereunder for the trust. The trustees may exercise any subscription rights and conversion privileges of stocks or securities of the trust;

- (4) Compromise, compound and settle any debt or obligation due to or from the trust. The trustees may reduce the amount of principal and interest, liquidated damages and costs of collection in settling debts;
- (5) Have securities held by it to be registered in its own name, in the name of a nominee, or in bearer form, without indicating that such securities are held in a fiduciary capacity. The records of the trust, however, shall show that such investments are part of the trust;
- (6) Delegate their investment powers to investment managers acting as investment managers of the trustees to expedite the purchase and sale of securities. The purchase or sale of any securities by such managers shall be in the name selected by the trustees. The authority of such managers to purchase or sell securities for the trust shall be evidenced by written authority executed by the trustees. The trustees shall require such managers to keep them currently informed as to the nature and amount of the investments made for the trust by them. The trustees may enter into appropriate agreements with such managers setting forth their investment powers and limitations. The trustees may terminate the services of such managers.

j. *Borrow Money.* Borrow money and secure repayment thereof by pledging any part of the trust;

k. *Property.* Buy, sell, exchange, lease, convey and otherwise acquire or dispose of any property of the trust under proper terms, and sign and deliver any necessary documents in connection therewith;

l. *Contract.* Enter into any agreement to carry out this trust agreement and to administer the trust and the plan;

m. *Pay Taxes.* Pay taxes or assessments assessed against the trust or the plan;

n. *Obtain Information.* Require any employer, the Union, or any employee to furnish the trustees with such information necessary for the administration of the trust. The trustees or its agents may examine the payroll and employment records of any employer to determine whether the employer is complying with this trust agreement. Each employer shall permit the trustees or their agents to enter upon his/her premises during business hours upon request to inspect such records and make copies thereof;

o. *Maintain Legal Proceedings.* Delegate its authority to the Administrator or any authorized representative to maintain any legal proceeding to protect the trust or the trustees, to secure payment of employer contributions, liquidated damages and costs for the trust, to effectuate the administration of the trust and the plan, or to secure benefits. In

connection therewith, the trustees or their administrator or representative may compromise, settle or release claims on behalf of or against the trust and/or the trustees;

p. *Delegation of Duties and Powers.* Delegate any of its duties and powers to the co-trustee or individual trustee which is deemed proper;

q. *Method of Providing Benefits.* Make arrangements to provide benefits of the plan to employees or employers and their dependents;

r. *Determine Eligibility.* Determine all requirements relating to eligibility of employees or employers and their dependents to receive benefits;

s. *Determine Benefits.* Determine the kind and type of benefits, the method and manner of payment of benefits and the validity of claims for benefits;

t. *Agreements with Other Trusts.* Enter into reciprocal agreements with other trusts covering employees represented by local unions affiliated with the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, AFL-CIO, to exchange service credits and/or funds to provide continuity in providing benefits to employees moving into or out of a geographic area covered by this trust;

u. *Change Plan.* Amend, alter or otherwise change the plan in any way not inconsistent with applicable laws or the trust;

v. *Rules and Regulations.* Adopt rules and regulations:

- (1) For the administration of the trust and the plan;
- (2) To be followed by employers in reporting contributions;
- (3) To be followed in determining rights of employees or employers and dependents to benefits;
- (4) To be followed in determining the vesting of rights to benefits; and
- (5) Concerning or affecting the trust and/or the plan.

w. *Signing Documents.* Provide that any instrument in writing be executed on behalf of the trustees by the signatures of two trustees, one of whom shall be a Union trustee and one a employer trustee, or by a person designated by the trustees for such purpose;

x. *Education.* Pay for reasonable expenses, including but not limited to travel, room and board and tuition, to educate trustees and trust personnel, and if it is in the best interest of the trust, others who are providing services to the trust.

In addition to the powers hereinabove enumerated, the trustees may do whatever is necessary to carry out the purposes of the trust and their duties as trustees.

## ARTICLE VII MEETINGS OF THE BOARD OF TRUSTEES

1. *Quorum.* A quorum of the trustees to transact business shall have at least two employer trustees and two Union trustees. Unless a quorum is present, no business shall be transacted.

2. *Voting.* Each trustee shall have one vote.

All actions and decisions of trustees shall be by majority vote.

If any employer trustee is absent at a meeting of trustees, employer trustees present may vote for the absent trustee. If employer trustees cannot agree as to how the vote of the absent trustee shall be cast, then the vote shall be cast by the employer trustee chairman or co-chairman.

If any Union trustee is absent at a meeting of trustees, Union trustees present may vote for the absent trustee under the same method provided for employer trustees in casting the vote of an absent employer trustee.

3. *Time of Meetings.* Trustees shall determine the time and place of regular meetings of trustees. The administrator of the trustee shall notify trustees of the time and place of meetings.

Special meetings may be held at the call of the chairman, co-chairman or any two trustees upon giving at least 7 days' written notice to all other trustees. Unless otherwise specified in the call and notice, meetings shall be held at the principal office of the trust.

4. *Chairman, Co-chairman, Secretary.* Trustees shall select a chairman, co-chairman and secretary, and such other officers as it may desire. The chairman and the co-chairman shall not be from the same group of trustees. Insofar as possible such office shall alternate between employer and Union trustees.

5. *General Assent.* Trustees may also exercise their powers by written assent of all trustees.

#### ARTICLE VIII LIABILITY OF TRUSTEES

1. *Limitation of Liability.* If an investment manager is appointed in accordance with this trust agreement, a trustee shall not be liable for the acts or omissions of such investment manager or be under an obligation to invest or otherwise manage any asset of the plan which is subject to management of such investment manager.

#### ARTICLE IX LIABILITIES AND RIGHTS OF PARTIES AND OF THIRD PERSONS

1. *Liability.* An employer shall not be liable to make contributions to the trust or pay any expenses in connection therewith, except as provided by the labor agreement and this trust agreement.

An employer shall not be required to make any payments for benefits for his/her employees similar to those provided under this trust, except as required by a labor agreement and by this trust agreement.

An employer, the Association, the Union, and the trustees shall not be liable for any debts, liabilities, or obligations of the trust, except as specifically provided for in the plan or trust agreement.

An employer shall not have any right to the return of any money paid by him/her to the trust, except as determined by the trustees.

2. *Refund.* If a contribution is made by an employer by a mistake of fact, the trustees may return such contribution to the employer within one (1) year after the payment of the contribution.

If a contribution is conditioned upon qualification of the trust under the Internal Revenue Code and if the trust or the plan does not qualify or the participation of an employer jeopardizes the tax-exempt status of the trust, then, the trustees may return such contribution to the employer within one (1) year after the date of denial of qualification of the trust, the plan or the participation of the employer.

3. *Third Party.* No one who deals with the trustees or co-trustees shall be required to inquire as to whether trust purposes are being applied, or whether this trust agreement is being complied with. Every instrument executed by the trustees or by their direction shall be conclusive in favor of every person relying thereon that at the time of delivery of said instrument, the trust was in effect, that said instrument was executed in the manner required by this trust agreement and that the trustees had the authority to execute said instrument.

#### ARTICLE X TERMINATION AND MERGER

1. *Continuance of Trust.* The parties contemplate that new labor agreements may be entered into from time to time continuing the provisions of employer contributions for trust purposes. This trust shall continue during such period of time as may be necessary to carry out the provisions of the labor agreement. The termination of labor agreements shall not by itself terminate this trust, which shall continue for a period of time sufficient to wind up the affairs of the trust.

2. *Mutual Termination.* This trust agreement may be terminated at any time by the mutual agreement of the employers and the Union by an instrument in writing.

3. *Disbursement of Remaining Assets.* Except as otherwise provided by law, any assets remaining in the trust after the termination of the trust, and any assets acquired or disbursed as a result of merger, consolidation, amalgamation, affiliation, exchange of credits or otherwise shall be used by the trustees solely for the purpose set forth in Article III and for expenses of administration incident thereto.

4. *Stopping Participation.* If any of the parties to this agreement stops participating in the trust, the trust shall not terminate. The trust shall continue with the remaining parties subject to the rights of such remaining parties to amend this trust agreement in such a way as may be necessary to take into account such stoppage of participation. The trustees may allocate, assign, pay over, transfer or purchase benefits described in Article III with any part of the assets of the trust for the benefit of employees or employer and their dependents whose coverage under the trust terminates by reason of such stoppage of participation or to arrange to provide for such employee or employer and his dependents with benefits in lieu of benefits

described in Article III under the plan. Any manner deemed by the trustees in its sole discretion to be fair and equitable shall be final and binding, if such action by the trustees is within the purpose of this trust and subject to the limitations on the use of the trust contained in this trust agreement.

5. *Join Other Trusts.* The parties recognize that in the future the trustees may deem it in the best interest of the trust to merge, consolidate, amalgamate or join with other trust funds covering other employees or that the trust accept funds from other trust funds in connection with joinder or amalgamation with or inclusion in this trust or new or other employer associations, Unions, or employers. The trustees may investigate, evaluate and negotiate such merger, consolidation, amalgamation, joinder or other similar situation and enter into agreements to consummate the same.

6. *Alternate Plan.* The employers and the Union recognize that in the future variances of employer contributions payable to the trust because of different labor agreements may arise as between different groups included within the coverage of the trust. If this happens, the trustees may adopt an alternative plan to provide benefits. The trustees may refuse to accept employer contributions from certain employers unless employer contributions for such groups are reestablished on a basis uniform with other similar groups included in the plan.

#### **ARTICLE XI AMENDMENT**

1. *Irrevocable Trust.* This trust agreement is irrevocable. Under no circumstances shall any money paid into the trust be recoverable by any employer, association or union. Nor shall any money be used for a purpose other than that stated in Article III or for necessary and reasonable expenses incurred in the establishment and administration of the trust and the plan.

2. *Amendments of Trust Agreement.* Subject to the limitations herein, the employers and the Union may amend or cancel provisions of this trust agreement to obtain and retain the tax-exempt status of the trust, the non-taxable status of contributions as income to employees, and the deductibility for tax purposes of the employer contributions.

3. *Restrictions of Amendments.* Anything herein to the contrary notwithstanding, the parties may not adopt any amendment to this trust agreement which (a) alters the basic purposes of this trust as described in Article III, or (b) conflicts with any applicable law, or (c) causes the use of any part of the trust for purposes other than those authorized by Article III, or (d) deprives any eligible employee or employer, or his

dependents of a vested right.

4. *Approval by Resolution.* Amendment of this trust agreement shall require approval by resolution of the trustees at a meeting duly called. Following approval of the amendment by the trustees, the amendment shall become effective only upon execution thereof by authorized representatives of the Association and the Union.

#### **ARTICLE XII GOVERNING LAW**

The interpretation of this agreement and declaration of trust and the administration of the trust and the plan shall be governed by the laws of the United States.

#### **ARTICLE XIII SEVERABILITY**

1. *Severability and Corrective Amendments.* If any part of this trust agreement is illegal, such illegality shall not affect the remaining parts of this trust agreement, unless such illegality prevents the trustees from accomplishing the purposes of the trust. If any such illegality exists, the parties shall immediately make such amendments to this trust agreement to eliminate the illegality.

2. *Maintain Tax Savings.* If any part of this trust agreement or the plan renders contributions by the employers to the trust nondeductible by employers for tax purposes or taxable to the employees or renders the income received by the trustees nonexempt from taxation, the parties shall immediately take steps to remedy such nondeductibility or taxability.

3. *Conflict.* If there is any conflict between any provision of this trust agreement and the Employee Retirement Security Act of 1974, as amended (ERISA), the provisions of ERISA shall prevail.

#### **ARTICLE XIV PARTICIPATION IN THE TRUST FUND**

1. *Effect of Trust Agreement on Other Contributors or Local Unions.* If a contributor or local union of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, AFL-CIO, is authorized by the trustees to participate herein, such contributor or local union shall execute an agreement in writing, in such form as the trustees may prescribe, to be bound by the terms of this trust agreement.

2. *Binding Successors and Assigns.* This trust agreement shall be binding upon the Association, employers and the Union, and their respective successors, assigns and personal representatives.

**EXHIBIT "E"**  
**PAMCAH-UA LOCAL 675 PENSION FUND**  
**DECLARATION OF TRUST AGREEMENT**

*(As Amended From the Effective Date of August 15, 1963)*

**ARTICLE I**  
**DEFINITIONS**

As used herein:

1. "Association" means the Plumbing and Mechanical Contractors Association of Hawaii.

2. "Union" means Local 675 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, AFL-CIO.

3. "Employer" means any association, individual, partnership, corporation or entity which employs employees and is a party to the labor agreement with the Union. The term "employer" may include the Association, the Union, the PAMCAH-UA Local 675 Ad Office (Ad Office), or the PAMCAH-UA Training Fund (Training Fund), if the inclusion of the Association, the Union, the Ad Office or the Training Fund does not jeopardize the tax-exempt status of the trust.

4. "Employee" means any person employed by an employer under the labor-management agreement with the Union. The term "employee" may include the employees of the Association, the Union, the Ad Office, Pension Fund or non-bargaining unit corporate employees, regardless of their percentage of ownership in the corporation, provided that the inclusion of such employees does not jeopardize the tax-exempt status of the pension trust.

5. "Trustees" means the board of trustees described in Article V, but not the corporate co-trustee.

6. "Corporate co-trustee" means the trustee described in Article VI.

7. "Trust agreement" means the agreement under which this trust is created and amendments thereto.

8. "Trust" means the PAMCAH-UA Local 675 Pension Fund created and established under this trust agreement.

9. "Plan" means the plan adopted under this trust agreement and amendments thereto.

10. "Employer contributions" means money payments to the pension trust by an employer under a labor-management agreement. The term "employer contributions" may include contributions from the Association, the Union, the Ad Office, the Pension Fund or an employer for non-bargaining unit employees.

11. "Labor agreement" means any collective bargaining agreement between the Union and any employer, including any extension thereof or any new collective bargaining agreement which provides for contributions to the trust.

**ARTICLE II**  
**ESTABLISHMENT OF THE TRUST**

1. *Declaration and Establishment.* The employers and the Union hereby declare and establish a trust

fund to be known as the PAMCAH-UA Local 675 Pension Fund (Trust).

2. *Office of the Trust.* The principal office of the trust shall be in Honolulu, Hawaii. The trustees may establish branch offices within the State of Hawaii.

3. *Assets; In Trust.* The assets of the trust consists of all contributions, investments, income from investments and any property held by the trustees for the purposes of this trust.

All assets shall be held in trust by the trustees. The trustees shall manage and control the assets, except to the extent that: (1) the trustees are subject to a named fiduciary's directions which are made in accordance with the plan and law; or (2) the trustees authority to manage, acquire or dispose of assets of the plan is delegated to investment managers under law.

4. *No Vested Right or Interest.* Neither the Association, any employer, the Union, any employee, any member of the Union nor any person claiming under any of them, shall have any right, in any part of the Trust, except the right of an employee to benefits if he satisfies eligibility requirements for benefits as determined by the trustees.

An employee shall not receive any payments from the trust except for benefits for which he/she is eligible.

The trust and contributions shall not be subject to the debts, contracts or liabilities of the Association, any employer, the Union, any employee, or any trustee.

The trust and any benefit payable in accord with the rules and regulations of the trustees shall not be subject to anticipation, alienation, transfer, assignment, pledge, encumbrance or charge by any person.

No employee or beneficiary or person claiming under them may claim benefits except as specified in the plan. Any claim to benefits from the fund under the plan shall be decided by the trustees in accord with the plan. The trustees shall establish a procedure for the presentation, consideration and appeal of any such claim. Such procedure shall comply with ERISA. Subject to the foregoing, the trustees' decision shall be final and binding upon all persons affected by the decision.

No action may be brought to enforce any claim under the plan or against the fund until after the claim for benefits has been submitted to and decided by the trustees in accordance with the procedure. Thereafter, the only action which may be brought is to enforce the decisions of the Board or to clarify the rights of the claimant under such decision.

Neither the employer, the Association, the Union nor any of the trustees nor their employees or agents shall be liable for the failure or omission for any reason to pay any benefits under the plan.

5. *Assets Not Inure.* Except as otherwise provided by law or herein, the assets of the trust shall not inure to the benefit of any employer and shall be held only to provide benefits to employees or employers and their dependents satisfying eligibility requirements and to pay reasonable expenses of administering the trust and the plan.

### **ARTICLE III PURPOSE OF THE TRUST**

The trust shall be used solely for the purposes of providing pension or retirement benefits to employees, their families or dependents satisfying eligibility requirements as determined by the trustees.

### **ARTICLE IV EMPLOYER CONTRIBUTIONS**

Each employer shall provide the trustees with all information necessary to carry out the purposes of the trust and shall permit an audit of its payroll records by an authorized representative of the trust to ascertain whether all contributions due to the trust have been paid.

If the Ad Office's audit discloses that an employer's delinquent contribution for any month exceeds 10% of the monthly contribution due, the employer shall reimburse the trust for all auditing costs incurred by the Ad Office in auditing such employer.

### **ARTICLE V BOARD OF TRUSTEES**

1. *Board of Trustees; Membership.* The trust shall be administered by a board of six trustees of whom three shall be designated as "employer trustees" and three shall be designated as "union trustees". Employer trustees shall be appointed and may be removed for good cause at any time by the Association. Union trustees shall be appointed and may be removed by the Union for good cause at any time.

Each trustee shall accept his/her respective appointment in writing.

2. *Alternate Trustee.* One alternate trustee may be appointed and removed by the Association and the Union respectively to serve when a respective trustee is absent. Such alternate trustee shall accept his/her appointment in writing.

3. *Vacancy.* If an employer trustee dies, resigns or is removed, his/her successor trustee shall be appointed by the Association. If a Union trustee dies, resigns or is removed, his/her successor trustee shall be appointed by the Union. If the Association or the Union fails to appoint a successor trustee within 60 days from the date of death, incapacity, resignation or removal of the trustee, the remaining Union or employer trustees, as the case may be, may select the successor trustees to serve until the party responsible for appointing such trustee appoints the successor trustee.

No vacancy in the office of trustee shall impair the power of the remaining trustees to administer the trust, if there is a quorum. Whenever the Association or the Union removes or appoints a successor trustee, written notice of such removal or appointment shall be made to the trustees.

4. *Voting Deadlocked.* If the votes on any matter is deadlocked, the matter shall be submitted to an impartial umpire mutually agreed upon by the employer trustees and Union trustees. If the employer and Union trustees cannot agree upon the selection of an impartial umpire, then the impartial umpire shall be selected by the First Judge of the United States District Court of Hawaii. In his/her absence, the Second Judge or any other judge assigned to the Court shall make the selection. The decision of the impartial umpire shall be final and binding upon the trustees and beneficiaries of the trust. All costs and expenses of the proceedings reasonably made in behalf of the trust or incurred by the trustees, shall be paid by the trust. The employer and Union trustees may each select one attorney in the presentation of its case. The costs of such attorneys shall be paid by the trust.

5. *No Compensation.* The trustees shall not receive any compensation for services rendered as trustees of the trust, but such trustees may be reimbursed for reasonable and necessary expenditures made in behalf of the trust.

Nothing shall be construed to prohibit any fiduciary from:

a. receiving any benefit to which he/she may be entitled as a participant or beneficiary in the plan, so long as the benefit is computed and paid on a basis which is consistent with the terms of the plan as applied to all other participants and beneficiaries; and

b. receiving any reasonable compensation for services rendered, or for the reimbursement of expenses properly and actually incurred, in the performance of his/her duties with the plan; except that no person so serving who already receives full-time pay from an employer or an association of employers, whose employees are participants in the plan, or from an employee organization whose members are participants in such plan shall receive compensation from such plan, except for reimbursement of expenses properly and actually incurred. Reasonable compensation for services rendered by a bargaining unit employee serving as a trustee shall be limited to the straight-time non-holiday wages he would have received were it not for performance of his/her trustee duties.

### **ARTICLE VI DUTIES AND POWERS OF TRUSTEES**

1. *Duties.* The trustees shall discharge their duties:

a. *Purpose.* With respect to the trust and plan solely for the participants and their dependents to: (1) provide benefits to participants and dependents; and (2) pay reasonable expenses of administering

the trust and plan;

b. *Prudent Man.* With the care, skill, prudence and diligence under the circumstances then prevailing, that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims;

c. *Diversified Investments.* By diversifying the investments of the trust and plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so;

d. *Documents.* In accordance with the documents and instruments governing the plan and consistent with law;

e. *Audit.* By having an annual audit made of the trust by a certified public accountant and by making copies of such audit available for inspection by participants at the principal office of the trust;

f. *Bonding.* By procuring fidelity bonds for the trustees and in its discretion for other agents dealing with the assets of the trust at the expense of the trust;

g. *Liability Insurance.* By purchasing liability insurance for errors or omissions for themselves, jointly or severally, and for any other fiduciary employed by the trustees to cover liability of losses occurring because of the act or omission of a fiduciary;

h. *Books of Account.* By maintaining proper books of account and records of administration of the trust;

i. *Reporting and Disclosure.* By carrying out the reporting and disclosure requirements required by law;

j. *Participation and Vesting.* By determining a plan in accordance with participation and vesting requirements required by law; and

k. *Prohibited Transactions.* By not entering into transactions prohibited by law.

2. *Powers.* Except as otherwise provided by law, the trustees may:

a. *Allocation of Responsibility.* Allocate fiduciary responsibilities amongst the trustees and designate persons other than trustees to carry out fiduciary responsibilities as provided in this trust agreement. The trustees may appoint an investment manager or managers;

b. *Handle Money.* Collect, receive, hold and disburse money payable to or by the trust;

c. *Deposits and Withdrawals.* Deposit money of the trust in banks selected by the trustees. Withdrawals from banks shall be made only upon the signatures of at least two trustees, one of whom shall be an employer trustee and the other a Union trustee, or if so authorized by the trustees upon the signature of the corporate co-trustee, or administrator of the trustees;

d. *Payments.* Pay money from the trust to effectuate the purpose of the trust and to administer the trust, including costs incurred in establishing the trust;

e. *Personnel.* Employ persons to administer the trust and the plan, including legal counsels, accountants, insurance consultants, administrators, actuaries, investment managers and any other expert and clerical employees and pay compensation and expenses in connection therewith;

f. *Administrative Office.* Establish an administrative office and secure real and personal property to maintain such office to administer the trust and the plan;

g. *Sharing Administrative Expenses.* Provide for the administration of the trust and plan jointly with other labor-management trusts established for employee benefits or similar purposes to reduce the expenses of administration;

h. *Corporate Co-Trustee.* Select a corporate trustee to act as co-trustee, and negotiate an agreement with such co-trustee, to collect, receive, hold or disburse money payable to or by the trust and/or plan. Such co-trustee shall not have any vote on the board of trustees;

i. *Investments.* Invest the principal and income of the trust without distinction between principal and income and may keep the fund invested in real or personal property. The trustees may retain cash temporarily awaiting investment or to meet contemplated payments without liability for interest thereon.

The trustees may manage and control the assets of the trust, except to the extent that such authority to manage, acquire or dispose of the assets of the plan is delegated to one or more investment managers in accordance with law.

The trustees may appoint an investment manager to manage, acquire or dispose of assets of the fund. An investment manager may be designated a "corporate trustee" or "corporate agent". An "investment manager" is any fiduciary who has been designated by the trustees to manage, acquire or dispose of any assets of the fund who is registered, as an investment advisor under the Investment Advisors Act of 1940, is a bank as defined in that Act or an insurance company qualified to perform services under the laws of more than one state and who has acknowledged in writing that he/she is a fiduciary with respect to the plan.

The trustees may, but not by way of limitation:

- (1) Sell any securities of the trust. No purchaser of securities of the trust is bound to know the application of the purchase money or to inquire as to the validity of such sale;
- (2) Vote in behalf of any stocks, bonds or securities of any corporation or issuer held in the trust to request any action by such corporation or issuer. The trustees may give general or special proxies or powers of attorney with or without power of substitution;
- (3) Participate in reorganizations, recapitalization, consolidations, mergers and similar transactions with respect to stocks, bonds, or other securities of any corporation or issuer held in the trust and may accept and retain any property received

thereunder for the trust. The trustees may exercise any subscription rights and conversion privileges of stocks or securities of the trust;

- (4) Compromise, compound and settle any debt or obligation due to or from the trust. The trustees may reduce the amount of principal and interest, liquidated damages and costs of collection in settling debts;
- (5) Have securities held by it to be registered in its own name, in the name of a nominee, or in bearer form, without indicating that such securities are held in a fiduciary capacity. The records of the trust, however, shall show that such investments are part of the trust;
- (6) Delegate their investment powers to investment managers acting as investment managers of the trustees to expedite the purchase and sale of securities. The purchase or sale of any securities by such managers shall be in the name selected by the trustees. The authority of such managers to purchase or sell securities for the trust shall be evidenced by written authority executed by the trustees. The trustees shall require such managers to keep them currently informed as to the nature and amount of the investments made for the trust by them. The trustees may enter into appropriate agreements with such managers setting forth their investment powers and limitations. The trustees may terminate the services of such managers.

j. *Borrow Money.* Borrow money and secure repayment thereof by pledging any part of the trust;

k. *Property.* Buy, sell, exchange, lease, convey and otherwise acquire or dispose of any property of the trust under proper terms, and sign and deliver any necessary documents in connection therewith;

l. *Contract.* Enter into any agreement to carry out this trust agreement and to administer the trust and the plan;

m. *Pay Taxes.* Pay taxes or assessments assessed against the trust or the plan;

n. *Obtain Information.* Require any employer, the Union, or any employee to furnish the trustees with such information necessary for the administration of the trust. The trustees or its agents may examine the payroll and employment records of any employer to determine whether the employer is complying with this trust agreement. Each employer shall permit the trustees or their agents to enter upon his/her premises during business hours upon request to inspect such records and make copies thereof;

o. *Maintain Legal Proceedings.* Delegate its authority to the Administrator or any authorized representative to maintain any legal proceeding to protect the trust or the trustees, to secure payment of employer contributions, liquidated damages and costs for the trust, to effectuate the administration of the trust and the plan, or to secure benefits. In connection therewith, the trustees or their administrator or representative may compromise, settle or

release claims on behalf of or against the trust and/or the trustees;

p. *Delegation of Duties and Powers.* Delegate any of its duties and powers to the co-trustee or individual trustee which is deemed proper;

q. *Method of Providing Benefits.* Make arrangements to provide benefits of the plan to employees or employers and their dependents;

r. *Determine Eligibility.* Determine all requirements relating to eligibility of employees or employers and their dependents;

s. *Determine Benefits.* Determine the kind and type of benefits, the method and manner of payment of benefits and the validity of claims for benefits;

t. *Agreements with Other Trusts.* Enter into reciprocal agreements with other trusts covering employees represented by local unions affiliated with the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, AFL-CIO, to exchange service credits and/or funds to provide continuity in providing benefits to employees moving into or out of a geographic area covered by this trust;

u. *Change Plan.* Amend, alter or otherwise change the plan in any way not inconsistent with applicable laws or the trust;

v. *Rules and Regulations.* Adopt rules and regulations:

- (1) For the administration of the trust and the plan;
- (2) To be followed by employers in reporting contributions;
- (3) To be followed in determining rights of employees or employers and dependents to benefits;
- (4) To be followed in determining the vesting of rights to benefits; and
- (5) Concerning or affecting the trust and/or the plan.

w. *Signing Documents.* Provide that any instrument in writing be executed on behalf of the trustees by the signatures of two trustees, one of whom shall be a Union trustee and one a employer trustee, or by a person designated by the trustees for such purpose;

x. *Education.* Pay for reasonable expenses, including but not limited to travel, room and board and tuition, to educate trustees and trust personnel, and if it is in the best interest of the trust, others who are providing services to the trust.

In addition to the powers hereinabove enumerated, the trustees may do whatever is necessary to carry out the purposes of the trust and their duties as trustees.

## ARTICLE VII MEETINGS OF THE BOARD OF TRUSTEES

1. *Quorum.* A quorum of the trustees to transact business shall have at least two employer trustees and two Union trustees. Unless a quorum is present, no business shall be transacted.

2. *Voting.* Each trustee shall have one vote.

All actions and decisions of trustees shall be by majority vote.

If any employer trustee is absent at a meeting of trustees, employer trustees present may vote for the absent trustee. If employer trustees cannot agree as to how the vote of the absent trustee shall be cast, then the vote shall be cast by the employer trustee chairman or co-chairman.

If any Union trustee is absent at a meeting of trustees, Union trustees present may vote for the absent trustee under the same method provided for employer trustees in casting the vote of an absent employer trustee.

3. *Time of Meetings.* Trustees shall determine the time and place of regular meetings of trustees. The administrator of the trustee shall notify trustees of the time and place of meetings.

Special meetings may be held at the call of the chairman, co-chairman or any two trustees upon giving at least 7 days' written notice to all other trustees. Unless otherwise specified in the call and notice, meetings shall be held at the principal office of the trust.

4. *Chairman, Co-chairman, Secretary.* Trustees shall select a chairman, co-chairman and secretary, and such other officers as it may desire. The chairman and the co-chairman shall not be from the same group of trustees. Insofar as possible such office shall alternate between employer and Union trustees.

5. *General Assent.* Trustees may also exercise their powers by written assent of all trustees.

#### ARTICLE VIII LIABILITY OF TRUSTEES

1. *Limitation of Liability.* If an investment manager is appointed in accordance with this trust agreement, a trustee shall not be liable for the acts or omissions of such investment manager or be under an obligation to invest or otherwise manage any asset of the plan which is subject to management of such investment manager.

#### ARTICLE IX LIABILITIES AND RIGHTS OF PARTIES AND OF THIRD PERSONS

1. *Liability.* An employer shall not be liable to make contributions to the trust or pay any expenses in connection therewith, except as provided by the labor agreement and this trust agreement.

An employer shall not be required to make any payments for benefits for his/her employees similar to those provided under this trust, except as required by a labor agreement and by this trust agreement.

An employer, the Association, the Union, and the trustees shall not be liable for any debts, liabilities, or obligations of the trust, except as specifically provided for in the plan or trust agreement.

An employer shall not have any right to the return of any money paid by him/her to the trust, except as determined by the trustees.

2. *Refund.* If a contribution is made by an employer by a mistake of fact, the trustees may return such

contribution to the employer within one (1) year after the payment of the contribution.

If a contribution is conditioned upon qualification of the trust under the Internal Revenue Code and if the trust or the plan does not qualify or the participation of an employer jeopardizes the tax-exempt status of the trust, then, the trustees may return such contribution to the employer within one (1) year after the date of denial of qualification of the trust, the plan or the participation of the employer.

3. *Third Party.* No one who deals with the trustees or co-trustees shall be required to inquire as to whether trust purposes are being applied, or whether this trust agreement is being complied with. Every instrument executed by the trustees or by their direction shall be conclusive in favor of every person relying thereon that at the time of delivery of said instrument, the trust was in effect, that said instrument was executed in the manner required by this trust agreement and that the trustees had the authority to execute said instrument.

#### ARTICLE X TERMINATION AND MERGER

1. *Continuance of Trust.* The parties contemplate that new labor agreements may be entered into from time to time continuing the provisions of employer contributions for trust purposes. This trust shall continue during such period of time as may be necessary to carry out the provisions of the labor agreement. The termination of labor agreements shall not by itself terminate this trust, which shall continue for a period of time sufficient to wind up the affairs of the trust.

2. *Mutual Termination.* This trust agreement may be terminated at any time by the mutual agreement of the employers and the Union by an instrument in writing.

3. *Disbursement of Remaining Assets.* Except as otherwise provided by law, any assets remaining in the trust after the termination of the trust, and any assets acquired or disbursed as a result of merger, consolidation, amalgamation, affiliation, exchange of credits or otherwise shall be used by the trustees solely for the purpose set forth in Article III and for expenses of administration incident thereto.

4. *Stopping Participation.* If any of the parties to this agreement stops participating in the trust, the trust shall not terminate. The trust shall continue with the remaining parties subject to the rights of such remaining parties to amend this trust agreement in such a way as may be necessary to take into account such stoppage of participation. The trustees may allocate, assign, pay over, transfer or purchase benefits described in Article III with any part of the assets of the trust for the benefit of employees or employer and their dependents whose coverage under the trust terminates by reason of such stoppage of participation or to arrange to provide for such employee or employer and his dependents with benefits in lieu of benefits described in Article III under the plan. Any manner

deemed by the trustees in its sole discretion to be fair and equitable shall be final and binding, if such action by the trustees is within the purpose of this trust and subject to the limitations on the use of the trust contained in this trust agreement.

5. *Join Other Trusts.* The parties recognize that in the future the trustees may deem it in the best interest of the trust to merge, consolidate, amalgamate or join with other trust funds covering other employees or that the trust accept funds from other trust funds in connection with joinder or amalgamation with or inclusion in this trust or new or other employer associations, Unions, or employers. The trustees may investigate, evaluate and negotiate such merger, consolidation, amalgamation, joinder or other similar situation and enter into agreements to consummate the same.

6. *Alternate Plan.* The employers and the Union recognize that in the future variances of employer contributions payable to the trust because of different labor agreements may arise as between different groups included within the coverage of the trust. If this happens, the trustees may adopt an alternative plan to provide benefits. The trustees may refuse to accept employer contributions from certain employers unless employer contributions for such groups are reestablished on a basis uniform with other similar groups included in the plan.

#### **ARTICLE XI AMENDMENT**

1. *Irrevocable Trust.* This trust agreement is irrevocable. Under no circumstances shall any money paid into the trust be recoverable by any employer, association or union. Nor shall any money be used for a purpose other than that stated in Article III or for necessary and reasonable expenses incurred in the establishment and administration of the trust and the plan.

2. *Amendments of Trust Agreement.* Subject to the limitations herein, the employers and the Union may amend or cancel provisions of this trust agreement to obtain and retain the tax-exempt status of the trust, the non-taxable status of contributions as income to employees, and the deductibility for tax purposes of the employer contributions.

3. *Restrictions of Amendments.* Anything herein to the contrary notwithstanding, the parties may not adopt any amendment to this trust agreement which (a) alters the basic purposes of this trust as described in Article III, or (b) conflicts with any applicable law, or (c) causes the use of any part of the trust for purposes other than those authorized by Article III, or (d) deprives any eligible employee or employer, or his dependents of a vested right.

4. *Approval by Resolution.* Amendment of this trust agreement shall require approval by resolution of the trustees at a meeting duly called. Following approval of the amendment by the trustees, the amendment shall become effective only upon execution thereof by authorized representatives of the Association and the Union.

#### **ARTICLE XII GOVERNING LAW**

The interpretation of this agreement and declaration of trust and the administration of the trust and the plan shall be governed by the laws of the United States.

#### **ARTICLE XIII SEVERABILITY**

1. *Severability and Corrective Amendments.* If any part of this trust agreement is illegal, such illegality shall not affect the remaining parts of this trust agreement, unless such illegality prevents the trustees from accomplishing the purposes of the trust. If any such illegality exists, the parties shall immediately make such amendments to this trust agreement to eliminate the illegality.

2. *Maintain Tax Savings.* If any part of this trust agreement or the plan renders contributions by the employers to the trust nondeductible by employers for tax purposes or taxable to the employees or renders the income received by the trustees nonexempt from taxation, the parties shall immediately take steps to remedy such nondeductibility or taxability.

3. *Conflict.* If there is any conflict between any provision of this trust agreement and the Employee Retirement Security Act of 1974, as amended (ERISA), the provisions of ERISA shall prevail.

#### **ARTICLE XIV PARTICIPATION IN THE TRUST FUND**

1. *Effect of Trust Agreement on Other Contributors or Local Unions.* If a contributor or local union of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, AFL-CIO, is authorized by the trustees to participate herein, such contributor or local union shall execute an agreement in writing, in such form as the trustees may prescribe, to be bound by the terms of this trust agreement.

2. *Binding Successors and Assigns.* This trust agreement shall be binding upon the Association, employers and the Union, and their respective successors, assigns and personal representatives.

**EXHIBIT "F"**  
**PAMCAH-UA LOCAL 675 TRAINING FUND**  
**DECLARATION OF TRUST AGREEMENT**

*(As Amended From the Effective Date of August 15, 1963)*

**ARTICLE I**  
**DEFINITIONS**

As used herein:

1. "Association" means the Plumbing and Mechanical Contractors Association of Hawaii.
2. "Union" means Local 675 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, AFL-CIO.
3. "Employer" means any association, individual, partnership, corporation or entity which employs employees and is a party to the labor agreement with the Union.
4. "Employee" means any person employed by an employer under the labor agreement.
5. "Trustees" means the board of trustees described in Article V, but not the corporate co-trustee.
6. "Corporate co-trustee" means the trustee described in Article VI.
7. "Trust agreement" means the agreement under which this trust is created and amendments thereto.
8. "Trust" means the PAMCAH-UA Local 675 Training Fund created and established under this trust agreement.
9. "Plan" means the plan adopted under this trust agreement and amendments thereto.
10. "Employer contributions" means money payments to the trust by an employer under a labor agreement.
11. "Labor agreement" means any collective bargaining agreement between the Union and any employer, including any extension thereof or any new collective bargaining agreement which provides for contributions to the trust.

**ARTICLE II**  
**ESTABLISHMENT OF THE TRUST**

1. *Declaration and Establishment.* The employers and the Union hereby declare and establish a trust fund to be known as the PAMCAH-UA Local 675 Training Fund (Trust).
  2. *Office of the Trust.* The principal office of the trust shall be in Honolulu, Hawaii. The trustees may establish branch offices within the State of Hawaii.
  3. *Assets; In Trust.* The assets of the trust consists of all contributions, investments, income from investments and any property held by the trustees for the purposes of this trust.
- All assets shall be held in trust by the trustees. The trustees shall manage and control the assets, except to the extent that: (1) the trustees are subject to a named fiduciary's directions which are made in accordance with the plan and law; or (2) the trustees authority to manage, acquire or dispose of assets of the plan is del-

egated to investment managers under law.

4. *No Vested Right or Interest.* Neither the Association, any employer, the Union, any employee, any member of the Union nor any person claiming under any of them, shall have any right, in any part, of the Trust, except the right of an employee to benefits if he/she satisfies eligibility requirements for benefits as determined by the trustees.

An employee shall not receive any payments from the trust except for benefits for which he/she is eligible.

The trust and contributions shall not be subject to the debts, contracts or liabilities of the Association, any employer, the Union, any employee, or any trustee.

The trust and any benefit payable in accord with the rules and regulations of the trustees shall not be subject to anticipation, alienation, transfer, assignment, pledge, encumbrances or charge by any person.

No employee or beneficiary or person claiming under them may claim benefits except as specified in the plan. Any claim to benefits from the fund under the plan shall be decided by the trustees in accord with the plan. The trustees shall establish a procedure for the presentation, consideration, determination and appeal of any such claim. Such procedure shall comply with ERISA. Subject to the foregoing, the Trustees' decision shall be final and binding upon all persons affected by the decision.

No action may be brought to enforce any claim under the plan or against the fund until after the claim for benefits has been submitted to and decided by the trustees in accordance with the procedure. Thereafter, the only action which may be brought is to enforce the decisions of the Board or to clarify the rights of the claimant under such decision.

Neither the employer, the Association, the Union nor any of the trustees nor their employees or agents shall be liable for the failure or omission for any reason to pay any benefits under the plan.

5. *Assets Not Inure.* Except as otherwise provided by law or herein, the assets of the trust shall not inure to the benefit of any employer and shall be held only to provide benefits to employees or employers and their dependents satisfying eligibility requirements and to pay reasonable expenses of administering the trust and the plan.

**ARTICLE III**  
**PURPOSE OF THE TRUST**

The trust shall be used solely to provide educational benefits to employees satisfying eligibility requirements as determined by the trustees.

## ARTICLE IV EMPLOYER CONTRIBUTIONS

Each employer shall provide the trustees with all information necessary to carry out the purposes of the trust and shall permit an audit of its payroll records by an authorized representative of the trust to ascertain whether contributions due to the trust have been paid.

If the Ad Office's audit discloses that an employer's delinquent contribution for any month exceeds 10% of the monthly contribution due, the employer shall reimburse the trust for all auditing costs incurred by the Ad Office in auditing such employer.

## ARTICLE V BOARD OF TRUSTEES

1. *Board of Trustees; Membership.* The trust shall be administered by a board of six trustees of whom three shall be designated as "employer trustees" and three shall be designated as "union trustees". Employer trustees shall be appointed and may be removed for good cause at any time by the Association. Union trustees shall be appointed and may be removed by the Union for good cause at any time.

Each trustee shall accept his/her respective appointment in writing.

2. *Alternate Trustee.* One alternate trustee may be appointed and removed by the Association and the Union respectively to serve when a respective trustee is absent. Such alternate trustee shall accept his/her appointment in writing.

3. *Vacancy.* If an employer trustee dies, resigns or is removed, his/her successor trustee shall be appointed by the Association. If a Union trustee dies, resigns or is removed, his/her successor trustee shall be appointed by the Union. If the Association or the Union fails to appoint a successor trustee within 60 days from the date of death, incapacity, resignation or removal of the trustee, the remaining Union or employer trustees, as the case may be, may select the successor trustees to serve until the party responsible for appointing such trustee appoints the successor trustee.

No vacancy in the office of trustee shall impair the power of the remaining trustees to administer the trust, if there is a quorum. Whenever the Association or the Union removes or appoints a successor trustee, written notice of such removal or appointment shall be made to the trustees.

4. *Voting Deadlocked.* If the votes on any matter is deadlocked, the matter shall be submitted to an impartial umpire mutually agreed upon by the employer trustees and Union trustees. If the employer and the Union trustees cannot agree upon the selection of an impartial umpire, then the impartial umpire shall be selected by the First Judge of the United States District Court of Hawaii. In his/her absence, the Second Judge or any other judge assigned to the Court shall make the selection. The decision of the impartial umpire shall be final and binding upon the trustees and beneficiaries of the trust. All costs and expenses of

the proceedings reasonably made in behalf of the trust or incurred by the trustees, shall be paid by the trust. The employer and Union trustees may each select one attorney in the presentation of its case. The costs of such attorneys shall be paid by the trust.

5. *No Compensation.* The trustees shall not receive any compensation for services rendered as trustees of the trust, but such trustees may be reimbursed for reasonable and necessary expenditures made in behalf of the trust.

Nothing shall be construed to prohibit any fiduciary from:

a. receiving any benefit to which he/she may be entitled as a participant or beneficiary in the plan, so long as the benefit is computed and paid on a basis which is consistent with the terms of the plan as applied to all other participants and beneficiaries; and

b. receiving any reasonable compensation for services rendered, or for the reimbursement of expenses properly and actually incurred, in the performance of his/her duties with the plan; except that no person so serving who already receives full-time pay from an employer or an association of employers, whose employees are participants in the plan, or from an employee organization whose members are participants in such plan shall receive compensation from such plan, except for reimbursement of expenses properly and actually incurred. Reasonable compensation for services rendered by a bargaining unit employee serving as a trustee shall be limited to the straight-time non-holiday wages he/she would have received were it not for performance of his/her trustee duties.

## ARTICLE VI DUTIES AND POWERS OF TRUSTEES

1. *Duties.* The trustees shall discharge their duties:

a. *Purpose.* With respect to the trust and plan solely for the participants: (1) provide benefits to participants; and (2) pay reasonable expenses of administering the trust and plan;

b. *Prudent Man.* With the care, skill, prudence and diligence under the circumstances then prevailing, that a prudent man acting in a like capacity and familiar with such matters would use it in the conduct of an enterprise of a like character and with like aims;

c. *Diversified Investments.* By diversifying the investments of the trust and plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so;

d. *Documents.* In accordance with the documents and instruments governing the plan and consistent with law;

e. *Audit.* By having an annual audit made of the trust by a certified public accountant and by making copies of such audit available for inspection by participants at the principal office of the trust;

f. *Bonding.* By procuring fidelity bonds for the trustees and in its discretion for other agents dealing with the assets of the trust at the expense of the trust;

g. *Liability Insurance.* By purchasing liability insurance for errors or omissions for themselves, jointly or severally, and for any other fiduciary employed by the trustees to cover liability of losses occurring because of the act or omission of a fiduciary;

h. *Books of Account.* By maintaining proper books of account and records of administration of the trust;

i. *Reporting and Disclosure.* By carrying out the reporting and disclosure requirements required by law;

j. *Participation and Vesting.* By determining a plan in accordance with participation and vesting requirements required by law; and

k. *Prohibited Transactions.* By not entering into transactions prohibited by law.

2. *Powers.* Except as otherwise provided by law, the trustees may:

a. *Allocation of Responsibility.* Allocate fiduciary responsibilities amongst the trustees and designate persons other than trustees to carry out fiduciary responsibilities as provided in this trust agreement. The trustees may appoint an investment manager or managers;

b. *Handle Money.* Collect, receive, hold and disburse money payable to or by the trust;

c. *Deposits and Withdrawals.* Deposit money of the trust in banks selected by the trustees. Withdrawals from banks shall be made only upon the signatures of at least two trustees, one of whom shall be an employer trustee and the other a Union trustee, or if so authorized by the trustees upon the signature of the corporate co-trustee or administrator of the trustees;

d. *Payments.* Pay money from the trust to effectuate the purpose of the trust and to administer the trust, including costs incurred in establishing the trust;

e. *Personnel.* Employ persons to administer the trust and the plan, including legal counsels, accountants, insurance consultants, administrators, actuaries, investment managers and any other expert and clerical employees and pay compensation and expenses in connection therewith;

f. *Administrative Office.* Establish an administrative office and secure real and personal property to maintain such office to administer the trust and the plan;

g. *Sharing Administrative Expenses.* Provide for the administration of the trust and plan jointly with other labor-management trusts established for employee benefits or similar purposes to reduce the expenses of administration;

h. *Corporate Co-Trustee.* Select a corporate trustee to act as co-trustee, and negotiate an agreement with such co-trustee, to collect, receive, hold or

disburse money payable to or by the trust and/or plan. Such co-trustee shall not have any vote on the board of trustees;

i. *Investments.* Invest the principal and income of the trust without distinction between principal and income and may keep the fund invested in real or personal property. The trustees may retain cash temporarily awaiting investment or to meet contemplated payments without liability for interest thereon.

The trustees may manage and control the assets of the trust, except to the extent that such authority to manage, acquire or dispose of the assets of the plan is delegated to one or more investment managers in accordance with law.

The trustees may appoint an investment manager to manage, acquire or dispose of assets of the fund. An investment manager may be designated a "corporate trustee" or "corporate agent". An "investment manager" is any fiduciary who has been designated by the trustees to manage, acquire or dispose of any assets of the fund who is registered as an investment advisor under the Investment Advisors Act of 1940, is a bank as defined in that Act or an insurance company qualified to perform services under the laws of more than one state and who has acknowledged in writing that he is a fiduciary with respect to the plan.

The trustees may, but not by way of limitation:

- (1) Sell any securities of the trust. No purchaser of securities of the trust is bound to know the application of the purchase money or to inquire as to the validity of such sale;
- (2) Vote in behalf of any stocks, bonds or securities of any corporation or issuer held in the trust to request any action by such corporation or issuer. The trustees may give general or special proxies or powers of attorney with or without power of substitution;
- (3) Participate in reorganizations, recapitalizations, consolidations, mergers and similar transactions with respect to stocks, bonds or other securities of any corporation or issuer held in the trust and may accept and retain any property received thereunder for the trust. The trustees may exercise any subscription rights and conversion privileges of stocks or securities of the trust;
- (4) Compromise, compound and settle any debt or obligation due to or from the trust. The trustees may reduce the amount of principal and interest, liquidated damages and costs of collection in settling debts;
- (5) Have securities held by it to be registered in its own name, in the name of a nominee, or in bearer form without indicating that such securities are held in a fiduciary capacity. The records of the trust, however, shall show that such investments are part of the trust;
- (6) Delegate their investment powers to investment managers acting as investment managers of the trustees to expedite the purchase and sale of securities. The purchase or sale of any securities

by such managers shall be in the name selected by the trustees. The authority of such managers to purchase or sell securities for the trust shall be evidenced by written authority executed by the trustees. The trustees shall require such managers to keep them currently informed as to the nature and amount of the investments made for the trust by them. The trustees may enter into appropriate agreements with such managers setting forth their investment powers and limitations. The trustees may terminate the services of such managers.

j. *Borrow Money.* Borrow money and secure repayment thereof by pledging any part of the trust;

k. *Property.* Buy, sell, exchange, lease, convey and otherwise acquire or dispose of any property of the trust under proper terms, and sign and deliver any necessary documents in connection therewith;

l. *Contract.* Enter into any agreement to carry out this trust agreement and to administer the trust and the plan;

m. *Pay Taxes.* Pay taxes or assessments assessed against the trust or the plan;

n. *Obtain Information.* Requires any employer, the Union, or any employee to furnish the trustees with such information necessary for the administration of the trust. The trustees or its agents may examine the payroll and employment records of any employer to determine whether the employer is complying with this trust agreement. Each employer shall permit the trustees or their agents to enter upon his/her premises during business hours upon request to inspect such records and make copies thereof;

o. *Maintain Legal Proceedings.* Delegate its authority to the Administrator or any authorized representative to maintain any legal proceeding to protect the trust or the trustees, to secure payment of employer contributions, liquidated damages and costs for the trust, to effectuate the administration of the trust and the plan, or to secure benefits. In connection therewith, the trustees or their administrator or representative may compromise, settle or release claims on behalf of or against the trust and/or the trustees;

p. *Delegation of Duties and Powers.* Delegate any of its duties and powers to the co-trustee or individual trustee which is deemed proper;

q. *Method of Providing Benefits.* Making arrangements to provide benefits of the plan to employees;

r. *Determine Eligibility.* Determine all requirements relating to eligibility of employees to receive benefits;

s. *Determine Benefits.* Determine the kind and type of benefits, the method and manner of payment of benefits and the validity of claims for benefits;

t. *Agreements with Other Trusts.* Enter into reciprocal agreements with other trusts covering employees represented by local unions affiliated with the United Association of Journeymen and

Apprentices of the Plumbing and Pipefitting Industry, AFL-CIO, to exchange service credits and/or funds to provide continuity in providing benefits to employees moving into or out of a geographic area covered by this trust;

u. *Change Plan.* Amend, alter or otherwise change the plan in any way not inconsistent with applicable laws or the trust;

v. *Rules and Regulations.* Adopt rules and regulations:

- (1) For the administration of the trust and the plan;
- (2) To be followed by employers in reporting contributions;
- (3) To be followed in determining rights of employees to benefits;
- (4) To be followed in determining the vesting of rights to benefits; and
- (5) Concerning or affecting the trust and/or the plan.

w. *Signing Documents.* Provide that any instrument in writing be executed on behalf of the trustees by the signatures of two trustees, one of whom shall be a Union trustee and one a employer trustee, or by a person designated by the trustees for such purpose;

x. *Education.* Pay for reasonable expenses, including but not limited to travel, room and board and tuition, to educate trustees and trust personnel, and if it is in the best interest of the trust, others who are providing services to the trust.

In addition to the powers hereinabove enumerated, the trustees may do whatever is necessary to carry out the purposes of the trust and their duties as trustees.

## ARTICLE VII MEETINGS OF THE BOARD OF TRUSTEES

1. *Quorum.* A quorum of the trustees to transact business shall have at least two employer trustees and two Union trustees. Unless a quorum is present, no business shall be transacted.

2. *Voting.* Each trustee shall have one vote. All actions and decisions of trustees shall be by majority vote.

If any employer trustee is absent at a meeting of trustees, employer trustees present may vote for the absent trustee. If employer trustees cannot agree as to how the vote of the absent trustee shall be cast, then the vote shall be cast by the employer trustee chairman or co-chairman.

If any Union trustee is absent at a meeting of trustees, Union trustees present may vote for the absent trustee under the same method provided for employer trustees in casting the vote of an absent employer trustee.

3. *Time of Meetings.* Trustees shall determine the time and place of regular meetings of trustees. The administrator of the trust shall notify trustees of the time and place of meetings.

Special meetings may be held at the call of the chairman, co-chairman or any two trustees upon giving at least 7 days' written notice to all other trustees. Unless

otherwise specified in the call and notice, meetings shall be held at the principal office of the trust.

4. *Chairman, Co-chairman, Secretary.* Trustees shall select a chairman, co-chairman and secretary, and such other officers as it may desire. The chairman and the co-chairman shall not be from the same group of trustees. Insofar as possible such office shall alternate between employer and Union trustees.

5. *General Assent.* Trustees may also exercise their powers by written assent of all trustees.

#### ARTICLE VIII LIABILITY OF TRUSTEES

1. *Limitation of Liability.* If an investment manager is appointed in accordance with this trust agreement, a trustee shall not be liable for the acts or omissions of such investment manager or be under an obligation to invest or otherwise manage any asset of the plan which is subject to management of such investment manager.

#### ARTICLE IX LIABILITIES AND RIGHTS OF PARTIES AND OF THIRD PERSONS

1. *Liability.* An employer shall not be liable to make contributions to the trust or pay any expenses in connection therewith, except as provided by the labor agreement and this trust agreement.

An employer shall not be required to make any payments for benefits for his/her employees similar to those provided under this trust, except as required by a labor agreement and by this trust agreement.

An employer, the Association, the Union, and the trustees shall not be liable for any debts, liabilities, or obligations of the trust, except as specifically provided for in the plan or trust agreement.

An employer shall not have any right to the return of any money paid by him/her to the trust, except as determined by the trustees.

2. *Refund.* If a contribution is made by an employer by a mistake of fact, the trustees may return such contribution to the employer within one (1) year after the payment of the contribution.

If a contribution is conditioned upon qualification of the trust under the Internal Revenue Code and if the trust or the plan does not qualify or the participation of an employer jeopardizes the tax-exempt status of the trust, then, the trustees may return such contribution to the employer within one (1) year after the date of denial of qualification of the trust, the plan or the participation of the employer.

3. *Third Party.* No one who deals with the trustees or co-trustees shall be required to inquire as to whether trust purposes are being applied, or whether this trust agreement is being complied with. Every instrument executed by the trustees or by their direction shall be conclusive in favor of every person relying thereon-that at the time of delivery of said instrument,

the trust was in effect, that said instrument was executed in the manner required by this trust agreement and that the trustees had the authority to execute said instrument.

#### ARTICLE X TERMINATION AND MERGER

1. *Continuance of Trust.* The parties contemplate that new labor agreements may be entered into from time to time continuing the provisions of employer contributions for trust purposes. This trust shall continue during such period of time as may be necessary to carry out the provisions of the labor agreement. The termination of labor agreements shall not by itself terminate this trust, which shall continue for a period of time sufficient to wind up the affairs of the trust.

2. *Mutual Termination.* This trust agreement may be terminated at any time by the mutual agreement of the employers and the Union by an instrument in writing.

3. *Disbursement of Remaining Assets.* Except as otherwise provided by law, any assets remaining in the trust after the termination of the trust, and any assets acquired or disbursed as a result of merger, consolidation, amalgamation, affiliation, exchange of credits or otherwise shall be used by the trustees solely for the purpose set forth in Article III and for expenses of administration incident thereto.

4. *Stopping Participation.* If any of the parties to this agreement stops participating in the trust, the trust shall not terminate. The trust shall continue with the remaining parties subject to the rights of such remaining parties to amend this trust agreement in such a way as may be necessary to take into account such stoppage of participation. The trustees may allocate, assign, pay over, transfer, or purchase benefits described in Article III with any part of the assets of the trust for the benefit of employee whose coverage under the trust terminates by reason of such stoppage of participation or to arrange to provide for such employee with benefits in lieu of benefits described in Article III under the plan. Any manner deemed by the trustees in its sole discretion to be fair and equitable shall be final and binding, if such action by the trustees is within the purpose of this trust and subject to the limitations on the use of the trust contained in this trust agreement.

5. *Join Other Trusts.* The parties recognize that in the future the trustees may deem it in the best interest of the trust to merge, consolidate, amalgamate or join with other trust funds covering other employees or that the trust accept funds from other trust funds in connection with joinder or amalgamation with or inclusion in this trust or new or other employer associations, Unions, or employers. The trustees may investigate, evaluate and negotiate such merger, consolidation, amalgamation, joinder of other similar situation and enter into agreements to consummate the same.

6. *Alternate Plan.* The employers and the Union recognize that in the future variances of employer contributions payable to the trust because of different labor agreements may arise as between different groups included within the coverage of the trust. If this happens, the trustees may adopt an alternative plan to provide benefits. The trustees may refuse to accept employer contributions from certain employers unless employer contributions for such groups are reestablished on a basis uniform with other similar groups included in the plan.

#### **ARTICLE XI AMENDMENT**

1. *Irrevocable Trust.* This trust agreement is irrevocable. Under no circumstances shall any money paid into the trust be recoverable by any employer, association or union. Nor shall any money be used for a purpose other than that stated in Article III or for necessary and reasonable expenses incurred in the establishment and administration of the trust and the plan.

2. *Amendments of Trust Agreement.* Subject to the limitations herein, the employers and the Union may amend or cancel provisions of this trust agreement to obtain and retain the tax-exempt status of the trust, the non-taxable status of contributions as income to employees, and the deductibility for tax purposes of the employer contributions.

3. *Restrictions of Amendments.* Anything herein to the contrary notwithstanding, the parties may not adopt any amendment to this trust agreement which (a) alters the basic purposes of this trust as described in Article III, or (b) conflicts with any applicable law, or (c) causes the use of any part of the trust for purposes other than those authorized by Article III, or (d) deprives any eligible employee of a vested right.

4. *Approval by Resolution.* Amendment of this trust agreement shall require approval by resolution of the trustees at a meeting duly called. Following approval of the amendment by the trustees, the amendment shall become effective only upon execution thereof by authorized representatives of the Association and the Union.

#### **ARTICLE XII GOVERNING LAW**

The interpretation of this agreement and declaration of trust and the administration of the trust and the plan shall be governed by the laws of the United States.

#### **ARTICLE XIII SEVERABILITY**

1. *Severability and Corrective Amendments.* If any part of this trust agreement is illegal, such illegality shall not affect the remaining parts of this trust agreement, unless such illegality prevents the trustees from accomplishing the purposes of the trust. If any such illegality exists, the parties shall immediately make such amendments to this trust agreement to eliminate the illegality.

2. *Maintain Tax Savings.* If any part of this trust agreement or the plan renders contributions by the employers to the trust nondeductible by employers for tax purposes or taxable to the employees or renders the income received by the trustees nonexempt from taxation, the parties shall immediately take steps to remedy such nondeductibility or taxability.

3. *Conflict.* If there is any conflict between any provision of this trust agreement and the Employee Retirement Security Act of 1974, as amended (ERISA), the provisions of ERISA shall prevail.

#### **ARTICLE XIV PARTICIPATION IN THE TRUST FUND**

1. *Effect of Trust Agreement on Other Contributors or Local Unions.* If a contributor or local union of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, AFL-CIO, is authorized by the trustees to participate herein, such contributor or local union shall execute an agreement in writing, in such form as the trustees may prescribe, to be bound by the terms of this trust agreement.

2. *Binding Successors and Assigns.* This trust agreement shall be binding upon the Association, employers and the Union, and their respective successors, assigns and personal representatives.

**EXHIBIT "K"**  
**PAMCAH-UA LOCAL 675 ANNUITY FUND**  
**DECLARATION OF TRUST AGREEMENT**

*(As Amended From the Effective Date of August 15, 1982)*

**ARTICLE I**  
**DEFINITIONS**

As used herein:

1. "Association" means the Plumbing and Mechanical Contractors Association of Hawaii.

2. "Union" means Local 675 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, AFL-CIO.

3. "Employer" means any association, individual, partnership, corporation or entity which employs employees and is a party to the labor agreement with the Union. The term "employer" may include the Association, the Union, the PAMCAH-UA LOCAL 675 Ad Office (Ad Office), or the PAMCAH-UA Training Fund (Training Fund), if the inclusion of the Association, the Union, the Ad Office or the Training Fund does not jeopardize the tax-exempt status of the trust.

4. "Employee" includes any person employed by an employer under a labor-management agreement with the Union. The term "employee" may include the employees of the Association, the Union, the Ad Office, or Pension Fund, provided that the inclusion of such employees does not jeopardize the tax-exempt status of the pension trust.

5. "Trustees" means the board of trustees described in Article V, but not the corporate co-trustee.

6. "Corporate co-trustee" means the trustee described in Article VI.

7. "Trust agreement" means the agreement under which this trust is created and amendments thereto.

8. "Trust" means the PAMCAH-UA Local 675 Annuity Fund created and established under this trust agreement.

9. "Plan" means the plan adopted under this trust agreement and amendments thereto.

10. "Employer contributions" mean money payments to the trust by an employer under a labor-management agreement. The term "employer contributions" may include contributions from the Association, the Union, the Ad Office, or the Pension Fund as employers.

11. "Labor agreement" means any collective bargaining agreement between the Union and any employer, including any extension thereof or any new collective bargaining agreement which provides for contributions to the trust.

**ARTICLE II**  
**ESTABLISHMENT OF THE TRUST**

1. *Declaration and Establishment.* The employers and the Union hereby declare and establish a trust fund to be known as the PAMCAH-UA Local 675 Annuity Fund (Trust).

2. *Office of the Trust.* The principal office of the trust shall be in Honolulu, Hawaii. The trustees may establish branch offices within the State of Hawaii.

3. *Assets; In Trust.* The assets of the trust consists of all contributions, investments, income from investments and any property held by the trustees for the purposes of this trust.

All assets shall be held in trust by the trustees. The trustees shall manage and control the assets, except to the extent that: (1) the trustees are subject to a named fiduciary's directions which are made in accordance with the plan and law; or (2) the trustees authority to manage, acquire or dispose of assets of, the plan is delegated to investment managers under law.

4. *No Vested Right or Interest.* Neither the Association, any employer, the Union, any employee, any member of the Union shall have any right in any part of the Trust, except the right of an employee to benefits if he/she satisfies eligibility requirements for benefits as determined by the trustees.

An employee shall not receive any payments from the trust except for benefits for which he/she is eligible.

The trust and contributions shall not be subject to the debts, contracts or liabilities of the Association, any employer, the Union, any employee, or any trustee,

The trust and any benefit payable in accord with the rules and regulations of the trustees shall not be subject to anticipation, alienation, transfer, assignment, pledge, encumbrance or charge by any person.

No employee or beneficiary or person claiming under them may claim benefits except as specified in the plan. Any claim to benefits from the fund under the plan shall be decided by the trustees in accord with the plan. The trustees shall establish a procedure for the presentation, consideration, determination and appeal of any such claim. Such procedure shall comply with ERISA. Subject to the foregoing, the trustees' decision shall be final and binding upon all persons affected by the decision.

No action may be brought to enforce any claim under the plan or against the fund until after the claim for benefits has been submitted to and decided by the trustees in accordance with the procedure. Thereafter, the only action which may be brought is to enforce the decisions of the Board or to clarify the rights of the claimant under such decision.

Neither the employer, the Association, the Union nor any of the trustees nor their employees or agents shall be liable for the failure or omission for any reason to pay any benefits under the plan.

5. *Assets Not Inure.* Except as otherwise provided by law or herein, the assets of the trust shall not inure to the benefit of any employer and shall be held only to provide benefits to employees or employers and their

dependents satisfying eligibility requirements and to pay reasonable expenses of administering the trust and the plan.

### ARTICLE III PURPOSE OF THE TRUST

The trust shall be used solely for the purpose of providing supplementary retirement income, additional death benefits, severance allowances on a uniform basis and related benefits as determined by the trustees to the following persons satisfying eligibility requirements as determined by the trustees, provided that the inclusion of any of the following persons does not jeopardize the tax-exempt status of the trust:

a. All employees of employers covered by a labor agreement with the Union and the families and dependents of such employees;

b. All employees of the Association, the Union, the PAMCAH-UA Ad Office and the Training Trust and the families and dependents of such employees; and

c. All non-bargaining unit employees of employers having a labor agreement with the Union and the families and dependents of such employees, provided that the employer follows the rules of participation in the Annuity Fund as determined by the trustees.

### ARTICLE IV EMPLOYER CONTRIBUTIONS

Each employer shall provide the trustees with all information necessary to carry out the purposes of the trust and shall permit an audit of its payroll records by an authorized representative of the trust to ascertain whether all contributions due to the trust have been paid.

If the Ad Office's audit discloses that an employer's delinquent contribution for any month exceeds 10% of the monthly contribution due, the employer shall reimburse the trust for all auditing costs incurred by the Ad Office in auditing such employer.

### ARTICLE V BOARD OF TRUSTEES

1. *Board of Trustees; Membership.* The trust shall be administered by a board of six trustees of whom three shall be designated as "employer trustees" and three shall be designated as "union trustees". Employer trustees shall be appointed and may be removed for good cause at any time by the Association. Union trustees shall be appointed and may be removed by the Union for good cause at any time.

Each trustee shall accept his/her respective appointment in writing.

2. *Alternate Trustee.* One alternate trustee may be appointed and removed by the Association and the Union respectively to serve when a respective trustee is absent. Such alternate trustee shall accept his/her

appointment in writing.

3. *Vacancy.* If an employer trustee dies, resigns or is removed, his/her successor trustee shall be appointed by the Association. If a Union trustee dies, resigns or is removed, his/her successor trustee shall be appointed by the Union. If the Association or the Union fails to appoint a successor trustee within 60 days from the date of death, incapacity, resignation or removal of the trustee, the remaining Union or employer trustees, as the case may be, may select the successor trustee to serve until the party responsible for appointing such trustee appoints the successor trustee.

No vacancy in the office of trustee shall impair the power of the remaining trustees to administer the trust, if there is a quorum. Whenever the Association or the Union removes or appoints a successor trustee, written notice of such removal or appointment shall be made to the trustees.

4. *Voting Deadlocked.* If the votes on any matter is deadlocked, the matter shall be submitted to an impartial umpire mutually agreed upon by the employer trustees and union trustees. If the employer and union trustees cannot agree upon the selection of an impartial umpire, then the impartial umpire shall be selected by the First Judge of the United States District Court of Hawaii. In his/her absence, the Second Judge or any other judge assigned to the Court shall make the selection. The decision of the impartial umpire shall be final and binding upon the trustees and beneficiaries of the trust. All costs and expenses of the proceedings reasonably made in behalf of the trust or incurred by the trustees, shall be paid by the trust. The employer and union trustees may each select one attorney in the presentation of its case. The costs of such attorneys shall be paid by the trust.

5. *No Compensation.* The trustees shall not receive any compensation for services rendered as trustees of the trust, but such trustees may be reimbursed for reasonable and necessary expenditures made in behalf of the trust.

Nothing shall be construed to prohibit any fiduciary from:

a. receiving any benefit to which he/she may be entitled as a participant or beneficiary in the plan, so long as the benefit is computed and paid on a basis which is consistent with the terms of the plan as applied to all other participants and beneficiaries; and

b. receiving any reasonable compensation for services rendered, or for the reimbursement of expenses properly and actually incurred, in the performance of his/her duties with the plan; except that no person so serving who already receives full-time pay from an employer or an association of employers, whose employees are participants in the plan, or from an employee organization whose members are participants in such plan shall receive compensation from such plan, except for reimbursement of expenses properly and actually incurred. Reasonable compensation for services rendered by a bargaining

unit employee serving as a trustee shall be limited to the straight-time non-holiday wages he/she would have received were it not for performance of his/her trustee duties.

## ARTICLE VI DUTIES AND POWERS OF TRUSTEES

1. *Duties.* The trustees shall discharge their duties:

a. *Purpose.* With respect to the trust and plan solely for the participants and their dependents to: (1) provide benefits to participants and dependents; and (2) pay reasonable expenses of administering the trust and plan;

b. *Prudent Man.* With the care, skill, prudence and diligence under the circumstances then prevailing, that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

c. *Diversified Investments.* By diversifying the investments of the trust and plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so;

d. *Documents.* In accordance with the documents and instruments governing the plan and consistent with law;

e. *Audit.* By having an annual audit made of the trust by a certified public accountant and by making copies of such audit available for inspection by participants at the principal office of the trust;

f. *Bonding.* By procuring fidelity bonds for the trustees and in its discretion for other agents dealing with the assets of the trust at the expense of the trust;

g. *Liability Insurance.* By purchasing liability insurance for errors or omissions for themselves, jointly or severally, and for any other fiduciary employed by the trustees to cover liability of losses occurring because of the act or omission of a fiduciary;

h. *Books of Account.* By maintaining proper books of account and records of administration of the trust;

i. *Reporting and Disclosure.* By carrying out the reporting and disclosure requirements required by law;

j. *Participation and Vesting.* By determining a plan in accordance with participation and vesting requirements required by law; and

k. *Prohibited Transactions.* By not entering into transactions prohibited by law.

2. *Powers.* Except as otherwise provided by law, the trustees may:

a. *Allocation of the Responsibility.* Allocate fiduciary responsibilities amongst the trustees and designate persons other than trustees to carry out fiduciary responsibilities as provided in this trust agreement. The trustees may appoint an investment manager or managers;

b. *Handle Money.* Collect, receive, hold and

disburse money payable to or by the trust;

c. *Deposits and Withdrawals.* Deposit money of the trust in banks selected by the trustees. Withdrawals from banks shall be made only upon the signatures of at least two trustees, one of whom shall be an employer trustee and the other a union trustee, or if so authorized by the trustees upon the signature of the corporate co-trustee or administrator of the trustees;

d. *Payments.* Pay money from the trust to effectuate the purpose of the trust and to administer the trust, including costs incurred in establishing the trust;

e. *Personnel.* Employ persons to administer the trust and the plan, including legal counsels, accountants, insurance consultants, administrators, actuaries, investment managers and any other expert and clerical employees and pay compensation and expenses in connection therewith;

f. *Administrative Office.* Establish an administrative office and secure real and personal property to maintain such office to administer the trust and the plan;

g. *Sharing Administrative Expenses.* Provide for the administration of the trust and plan jointly with other labor-management trusts established for employee benefits or similar purposes to reduce the expenses of administration;

h. *Corporate Co-Trustee.* Select a corporate trustee to act as co-trustee, and negotiate an agreement with such co-trustee, to collect, receive, hold or disburse money payable to or by the trust and/or plan. Such co-trustee shall not have any vote on the board of trustees;

i. *Investments.* Invest the principal and income of the trust without distinction between principal and income and may keep the fund invested in real or personal property. The trustees may retain cash temporarily awaiting investment or to meet contemplated payments without liability for interest thereon.

The trustees may manage and control the assets of the trust except to the extent that such authority to manage, acquire or dispose of the assets of the plan is delegated to one or more investment managers in accordance with law.

The trustees may appoint an investment manager to manage, acquire or dispose of assets of the fund. An investment manager may be designated a "corporate trustee" or "corporate agent". An "investment manager" is any fiduciary who has been designated by the trustees to manage, acquire or dispose of any assets of the fund who is registered as an investment advisor under the Investment Advisors Act of 1940, is a bank as defined in that Act or an insurance company qualified to perform services under the laws of more than one state and who has acknowledged in writing that he/she is a fiduciary with respect to the plan.

The trustees may, but not by way of limitation:

(1) Sell any securities of the trust. No purchaser of securities of the trust is bound to know the appli-

cation of the purchase money or to inquire as to the validity of such sale

- (2) Vote in behalf of any stocks, bonds or securities of any corporation or issuer held in the trust to request any action by such corporation or issuer. The trustees may give general or special proxies or powers of attorney with or without power of substitution;
- (3) Participate in reorganizations, recapitalizations, consolidations, mergers and similar transactions with respect to stocks, bonds or other securities of any corporation or issuer held in the trust and may accept and retain any property received thereunder for the trust. The trustees may exercise any subscription rights and conversion privileges of stocks or securities of the trust;
- (4) Compromise, compound and settle any debt or obligation due to or from the trust. The trustees may reduce the amount of principal and interest, liquidated damages and costs of collection in settling debts;
- (5) Have securities held by it to be registered in its own name, in the name of a nominee, or in bearer form without indicating that such securities are held in a fiduciary capacity. The records of the trust, however, shall show that such investments are part of the trust;
- (6) Delegate their investment powers to investment managers acting as investment managers of the trustees to expedite the purchase and sale of securities. The purchase or sale of any securities by such managers shall be in the name selected by the trustees. The authority of such managers to purchase or sell securities for the trust shall be evidenced by written authority executed by the trustees. The trustees shall require such managers to keep them currently informed as to the nature and amount of the investments made for the trust by them. The trustees may enter into appropriate agreements with such managers setting forth their investment powers and limitations. The trustees may terminate the services of such managers.
  - j. *Borrow Money.* Borrow money and secure repayment thereof by pledging any part of the trust;
  - k. *Property.* Buy, sell, exchange, lease, convey and otherwise acquire or dispose of any property of the trust under proper terms, and sign and deliver any necessary documents in connection therewith;
  - l. *Contract.* Enter into any agreement to carry out this trust agreement and to administer the trust and the plan;
  - m. *Pay Taxes.* Pay taxes or assessments assessed against the trust or the plan;
  - n. *Obtain Information.* Require any employer, the Union, or any employee to furnish the trustees with such information necessary for the administration of the trust. The trustees or its agents may examine the payroll and employment records of any employer to determine whether the employer is complying with this trust agreement. Each employer

shall permit the trustees or their agents to enter upon his/her premises during business hours upon request to inspect such records and make copies thereof;

o. *Maintain Legal Proceedings.* Delegate its authority to the Administrator or any authorized representative to maintain any legal proceeding to protect the trust or the trustees, to secure payment of employer contributions, liquidated damages and costs for the trust, to effectuate the administration of the trust and the plan, or to secure benefits. In connection therewith, the trustees or their administrator or representative may compromise, settle or release claims on behalf of or against the trust and/or the trustees;

p. *Delegation of Duties and Powers.* Delegate any of its duties and powers to the co-trustee or individual trustee which is deemed proper;

q. *Method of Providing Benefits.* Make arrangements to provide benefits of the plan to employees or employers and their dependents;

r. *Determine Eligibility.* Determine all requirements relating to eligibility of employees or employers and their dependents;

s. *Determine Benefits.* Determine the kind and type of benefits, the method and manner of payment of benefits and the validity of claims for benefits;

t. *Agreements with Other Trusts.* Enter into reciprocal agreements with other trusts covering employees represented by local unions affiliated with the United Association of journeymen and affiliated with the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, AFL-CIO, to exchange service credits and/or funds to provide continuity in providing benefits to employees moving into or out of a geographic area covered by this trust;

u. *Change Plan.* Amend, alter or otherwise change the plan in any way not inconsistent with applicable laws of the trust;

v. *Rules and Regulations.* Adopt rules and regulations:

- (1) For the administration of the trust and the plan;
- (2) To be followed by employers in reporting contributions;
- (3) To be followed in determining rights of employees or employers and their dependents to benefits; and
- (4) To be followed in determining the vesting of rights to benefits; and
- (5) Concerning or affecting the trust and/or the plan.

w. *Signing Documents.* Provide that any instrument in writing be executed on behalf of the trustees by the signatures of two trustees, one of whom shall be a Union trustee and one an employer trustee, or by a person designated by the trustees for such purpose;

x. *Education.* Pay for reasonable expenses, including but not limited to travel, room and board and tuition, to educate trustees and trust personnel, and if it is in the best interest of the trust, others

who are not providing services to the trust.

In addition to the powers hereinabove enumerated, the trustees may do whatever is necessary to carry out the purposes of the trust and their duties as trustees.

## ARTICLE VII MEETINGS OF THE BOARD OF TRUSTEES

1. *Quorum.* A quorum of the trustees to transact business shall have at least two employer trustees and two union trustees. Unless a quorum is present, no business shall be transacted.

2. *Voting.* Each trustee shall have one vote.

All actions and decisions of trustees shall be by majority vote.

If any employer trustee is absent at a meeting of trustees, employer trustees present may vote for the absent trustee. If employer trustees cannot agree as to how the vote of the absent trustee shall be cast, then the vote shall be cast by the employer trustee chairman or co-chairman.

If any union trustee is absent at a meeting of trustees, union trustees present may vote for the absent trustee under the same method provided for employer trustees in casting the vote of an absent employer trustee.

3. *Time of Meetings.* Trustees shall determine the time and place of regular meetings of trustees. The administrator of the trust shall notify trustees of the time and place of meetings.

Special meetings may be held at the call of the chairman, co-chairman or any two trustees upon giving at least 7 days' written notice to all other trustees. Unless otherwise specified in the call and notice, meetings shall be held at the principal office of the trust.

4. *Chairman, Co-chairman, Secretary.* Trustees shall select a chairman, co-chairman and secretary, and such other officers as it may desire. The chairman and the co-chairman shall not be from the same group of trustees. Insofar as possible such office shall alternate between employer and Union trustees.

5. *General Assent.* Trustees may also exercise their powers by written assent of all trustees.

## ARTICLE VIII LIABILITY OF TRUSTEES

1. *Limitation of Liability.* If an investment manager is appointed in accordance with this trust agreement, a trustee shall not be in accordance with this trust agreement, a trustee shall not be liable for the acts or omissions of such investment manager or be under an obligation to invest or otherwise manage any asset of the plan which is subject to management of such investment manager.

## ARTICLE IX LIABILITIES AND RIGHTS OF PARTIES AND OF THIRD PERSONS

1. *Liability.* An employer shall not be liable to make contributions to the trust or pay any expenses in con-

nection therewith, except as provided by the labor agreement and this trust agreement.

An employer shall not be required to make any payments for benefits for his/her employees similar to those provided under this trust, except as required by a labor agreement and by this trust agreement.

An employer, the Association, the Union and the trustees shall not be liable for any debts, liabilities, or obligations of the trust, except as specifically provided for in the plan or trust agreement.

An employer shall not have any right to the return of any money paid by him/her to the trust, except as determined by the trustees.

2. *Refund.* If a contribution is made by an employer by a mistake of fact, the trustees may return such contribution to the employer within one (1) year after the payment of the contribution.

If a contribution is conditioned upon qualification of the trust under the Internal Revenue Code and if the trust or the plan does not qualify or the participation of an employer jeopardizes the tax-exempt status of the trust, then the trustees may return such contribution to the employer within one (1) year after the date of denial of qualification of the trust, the plan or the participation of the employer.

3. *Third Party.* No one who deals with the trustees or co-trustees shall be required to inquire as to whether trust purposes are being applied, or whether this trust agreement is being complied with. Every instrument executed by the trustees or by their direction shall be conclusive in favor of every person relying thereon that at the time of delivery of said instrument, the trust was in effect, that said instrument was executed in the manner required by this trust agreement and that the trustees had the authority to execute said instrument.

## ARTICLE X TERMINATION AND MERGER

1. *Continuation of Trust.* The parties contemplate that new labor agreements may be entered into from time to time continuing the provisions of the employer contributions for trust purposes. This trust shall continue during such period of time as may be necessary to carry out the provisions of the labor agreement. The termination of labor agreements shall not by itself terminate this trust, which shall continue for a period of time sufficient to wind up the affairs of the trust.

2. *Mutual Termination.* This trust agreement may be terminated at any time by the mutual agreement of the employers and the Union by an instrument in writing.

3. *Disbursement of Remaining Assets.* Except as otherwise provided by law, any assets remaining in the trust after the termination of the trust, and any assets acquired or disbursed as a result of merger, consolidation, amalgamation, affiliation, exchange of credits or otherwise shall be used by the trustees solely for the purpose set forth in Article III and for expenses of administration incident thereto.

4. *Stopping Participation.* If any of the parties to this agreement stops participating in the trust, the

trust shall not terminate. The trust shall continue with the remaining parties subject to the rights of such remaining parties to amend this trust agreement in such a way as may be necessary to take into account such stoppage of participation. The trustees may allocate, assign, pay over, transfer or purchase benefits described in Article III with any part of the assets of the trust for the benefit of employees or employer and their dependents whose coverage under the trust terminates by reason of such stoppage of participation or to arrange to provide for such employee or employer and his/her dependents with benefits in lieu of benefits described in Article III under the plan. Any manner deemed by the trustees in its sole discretion to be fair and equitable shall be final and binding, if such action by the trustees is within the purpose of this trust and subject to the limitations on the use of the trust contained in this trust agreement.

5. *Join Other Trusts.* The parties recognize that in the future the trustees may deem it in the best interest of the trust to merge, consolidate, amalgamate or join with other trust funds covering other employees or that the trust accept funds from other trust funds in connection with joinder or amalgamation with or inclusion in this trust or new or other employer associations, Unions, or employers. The trustees may investigate, evaluate and negotiate such merger, consolidation, amalgamation, joinder or other similar situation and enter into agreements to consummate the same.

6. *Alternate Plan.* The employers and the Union recognize that in the future variances of employer contributions payable to the trust because of different labor agreements may rise as between different groups included, within the coverage of the trust. If this happens, the trustees may adopt an alternative plan to provide benefits. The trustees may refuse to accept employer contributions from certain employers unless employer contributions for such groups are reestablished on a basis uniform with other similar groups included in the plan.

#### **ARTICLE XI AMENDMENT**

1. *Irrevocable Trust.* This trust agreement is irrevocable. Under no circumstances shall any money paid into the trust be recoverable by any employer, Association or Union. Nor shall any money be used for a purpose other than that stated in Article III or for necessary and reasonable expenses incurred in the establishment and administration of the trust and the plan.

2. *Amendments of Trust Agreement.* Subject to the limitations herein, the employers and the Union may amend or cancel provisions of this trust agreement to obtain and retain the tax-exempt status of the trust, the non-taxable status of contributions as income to employees, and the deductibility for tax purposes of the employer contributions.

3. *Restrictions of Amendments.* Anything herein to the contrary notwithstanding, the parties may not

adopt any amendment to this trust agreement which (a) alters the basic purposes of this trust as described in Article III, or (b) conflicts with any applicable law, or (c) causes the use of any part of the trust for purposes other than those authorized by Article III, or (d) deprives any eligible employee or employer, or his/her dependents of a vested right.

4. *Approval by Resolution.* Amendment of this trust agreement shall require approval by resolution of the trustees at a meeting duly called. Following approval of the amendment by the trustees, the amendment shall become effective only upon execution thereof by authorized representatives of the Association and the Union.

#### **ARTICLE XII GOVERNING LAW**

The interpretation of this agreement and declaration of trust and the administration of the trust and the plan shall be governed by the laws of the United States.

#### **ARTICLE XIII SEVERABILITY**

1. *Severability and Corrective Amendments.* If any part of this trust agreement is illegal, such illegality shall not affect the remaining parts of this trust agreement, unless such illegality prevents the trustees from accomplishing the purposes of the trust. If any such illegality exists, the parties shall immediately make such amendments to this trust agreement to eliminate the illegality.

2. *Maintain Tax Savings.* If any part of this trust agreement or the plan renders contributions by the employers to the trust nondeductible by employers for tax purposes or taxable to the employees or renders the income received by the trustees nonexempt from taxation, the parties shall immediately take steps to remedy such nondeductibility or taxability.

3. *Conflict.* If there is any conflict between any provision of this trust agreement and the Employee Retirement Security Act of 1974, as amended (ERISA), the provisions of ERISA shall prevail.

#### **ARTICLE XIV PARTICIPATION IN THE TRUST FUND**

1. *Effect of Trust Agreement on Other Contributions or Local Unions.* If a contributor or local union of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, AFL-CIO, is authorized by the trustees to participate herein, such contributor or local union shall execute an agreement in writing, in such form as the trustees may prescribe, to be bound by the terms of this trust agreement.

2. *Binding Successors and Assigns.* This trust agreement shall be binding upon the Association, employers and the Union, and their respective successors, assigns and personal representatives.

h. To foster improvements in occupational safety and health and other working conditions in the Hawaii plumbing and pipefitting industry; and;

i. To engage in any other lawful activities incidental or related to the accomplishment of these purposes.

2. The Trustees shall have the sole authority to select and to determine the manner in which the afore described program objectives shall be pursued. This Trust is also established for the purpose of paying the necessary costs of administering and continuing this Trust and for the accumulation of necessary reserves.

#### ARTICLE IV EMPLOYER CONTRIBUTIONS

SECTION 1. *Amount of Contributions.* Each Employer shall pay contributions to the Trust as provided in the Labor Agreement and by filing a monthly report showing the total compensable hours worked by each Employee.

Each Employer shall provide the Trustees with all information necessary to carry out the purposes of the Trust and shall permit an audit of its payroll records by an authorized representative of the Trust to ascertain whether all contributions have been paid.

SECTION 2. *Delinquent Contributions.* If any of the Employer's monthly contributions to the Trust is not paid or postmarked for payment by the 25th of each month of the immediately following month, then such contribution is delinquent. The Employer responsible for such delinquent contribution shall pay damages to the Trust in the amount of 10% of such delinquent contributions or \$20.00, whichever is greater, for each and every month that such contribution is delinquent. Such amount shall be due and payable to the Trust as liquidated damages and not as a penalty upon the day immediately following the date such contribution becomes delinquent, and shall be in addition to the total amount of the delinquent contribution.

If it is necessary to take legal action to enforce payment of contributions and damages from an Employer, such Employer shall pay all court costs and reasonable attorney's fees of 25% of the total amount of contributions and damages due.

#### ARTICLE V TRUSTEES

SECTION 1. *Board Of Trustees; Membership.* The Trust shall be administered by a board of six trustees of whom three shall be designated as "Employer Trustees" and three shall be designated as "Union Trustees". Employer Trustees shall be appointed and may be removed for good cause at any time by the Association. Union Trustees shall be appointed and may be removed by the Union for good cause at any time.

Each trustee shall accept his/her respective appointment in writing.

SECTION 2. *Alternate Trustee.* One alternate trustee may be appointed and removed by the Association and the Union respectively to serve when a respective trustee is absent. Such alternate trustee shall accept his/her appointment in writing.

SECTION 3. *Vacancy.* If an Employer Trustee dies, resigns or is removed, his/her successor trustee shall be appointed by the Association. If a Union Trustee dies, resigns or is removed, his/her successor trustee shall be appointed by the Union. If the Association or the Union fails to appoint a successor trustee within 60 days from the date of death, incapacity, resignation or removal of the trustee, the remaining Union or Employer Trustees, as the case may be, may select the successor trustee to serve until the party responsible for appointing such trustee appoints the successor trustee.

No vacancy in the office of trustee shall impair the power of the remaining trustees to administer the trust, if there is a quorum. Whenever the Association or the Union removes or appoints a successor trustee, written notice of such removal or appointment shall be made to the Trustees.

SECTION 4. *Voting Deadlocked.* If the votes on any matter is deadlocked, the matter shall be submitted to an impartial umpire mutually agreed upon by the Employer Trustees and Union Trustees. If the Employer and Union Trustees cannot agree upon the selection of an impartial umpire, then the impartial umpire shall be selected by the First Judge of the United States District Court of Hawaii. In his/her absence, the Second Judge or any other judge assigned to the Court shall make the selection. The decision of the impartial umpire shall be final and binding upon the Trustees and beneficiaries of the Trust. All costs, and expenses of the proceedings reasonably made in behalf of the Trust or incurred by the Trustees, shall be paid by the Trust. The Employer and Union Trustees may each select one attorney in the presentation of its case. The costs of such attorneys shall be paid by the Trust.

SECTION 5. *No Compensation.* The Trustees shall not receive any compensation for services rendered as Trustees of the Trust, but such Trustees may be reimbursed for reasonable and necessary expenditures made in behalf of the Trust.

Nothing shall be construed to prohibit any fiduciary from:

a. receiving any benefit to which he/she may be entitled as a participant or beneficiary of the Trust, so long as the benefit is computed and paid on a basis which is consistent with the terms as applied to all other participants and beneficiaries; and

b. receiving any reasonable compensation for services rendered, or for the reimbursement of expenses properly and actually incurred, in the performance of his/her duties with the Trust, except that no person so serving who already receives full-time pay from an employer or an association of employers, whose employees are participants in the plan, or from an employee organization whose mem-

bers are participants in such plan, except for reimbursement of expenses properly and actually incurred. Reasonable compensation for services rendered by a bargaining unit employee serving as a trustee shall be limited to the straight-time non-holiday wages and fringe benefits he/she would have received were it not for performance of his/her trustee duties.

## ARTICLE VI DUTIES AND POWERS OF TRUSTEES

SECTION 1. *Duties.* The Trustees shall:

a. *Effectuate Purpose.* Effectuate the purpose of and administer the Trust in conformity with applicable laws;

b. *Audit.* Order an annual audit made of the Trust by independent certified public accountants, and make available copies of such audit for inspection by Employers and the Union at the principal office of the Trust;

c. *Bonding.* Procure fidelity bonds for the Trustees and in their discretion for such other agents dealing with assets of the Trust at the expense of the Trust; and

d. *Books of Account.* Maintain proper books of account and records of their administration of the Trust.

e. *Liability Insurance.* By purchasing liability insurance for errors and omissions for themselves, jointly or severally, and for any other fiduciary employed by the Trustees to cover liability for losses occurring because of the act or omission of a fiduciary.

SECTION 2. *Powers.* The Trustees may:

a. *Handle Money.* Collect, receive, hold and disburse all money payable to or by the Trust;

b. *Deposits and Withdrawals.* Deposit the money of the Trust in such bank or banks selected by the Trustees, provided that withdrawals from such banks shall be made or authorized only upon the signatures of at least two (2) Trustees, or if so authorized by the Trustees upon the signature of the Corporate co-trustee, administrator, or officer of the Trustees;

c. *Payments.* Pay out of the Trust sums of money necessary to effectuate the purpose of the Trust and sums necessary to administer the Trust, including costs incurred in establishing the Trust;

d. *Personnel.* Employ or contract with persons necessary to administer the Trust, including attorneys, accountants, administrators, investment counselors and any other expert and/or clerical assistants deemed necessary or appropriate by the Trustees, and to pay or cause to be paid fees and expenses in connection therewith;

e. *Administrative Office.* Contract for or establish an administrative office and secure real and personal property necessary or desirable for the maintenance of each office and the administration of the Trust;

f. *Sharing Administrative Expenses.* Provide for the administration in whole or in part, of the Trust jointly with or in cooperation with trusts established by the Association and the Union to reduce the expenses of administration, provided that to do so is legal;

g. *Corporate Co-Trustee.* Select a Corporate co-trustee to collect, receive, hold or disburse money payable to or by the Trust, provided that such co-trustee shall not have any vote.

h. *Investments; Cash Balances.* By themselves or by delegating to one or more investment managers, invest and reinvest the assets from time to time comprising the Trust in such property, real, personal, or mixed, of whatever kind and wherever situated, as the Trustees or the investment manager may deem advisable, including, but not by way of limitation, bonds, preferred or common stocks, mortgages, interests in any kind of investment trust or common trust fund, notes, leases or other evidences of rights, interests or obligations, secured or unsecured, all without regard to any law or rule of law respecting diversification of trust investment; and from time to time reserve from investment and keep in the form of cash or cash balances (which cash balances may be held on deposit in any depository selected by the trustees, with or without interest, as the trustees deem advisable) such portion of such assets as the trustees deem advisable to meet current or anticipated expenses, or for other purposes; and hold any investment in the name of a nominee or unregistered name or in such form as will pass by delivery;

i. *Dispose of Property.* Sell, exchange, lease, convey, or otherwise dispose of the whole or any part of or any interest in any property or assets at any time comprising a part of the Trust at such times, for such prices, to such natural or legal person or persons, in such manner, for cash or on credit, and upon such other terms and conditions as the Trustees shall deem advisable;

j. *Contract.* Enter into any contract and/or agreement to implement and administer the Trust;

k. *Pay Taxes.* Pay or provide for the payment of all taxes or assessments levied or assessed against the Trust;

l. *Obtain Information.* Require any Employer to furnish the Trustees with such information necessary for the administration of the Trust, and to permit the Trustees or their agents to make copies of and examine during business hours the payroll and employment records necessary to determine whether the Employer is complying with this Trust Agreement.

m. *Maintain Legal Proceedings.* Maintain by themselves or through the administrator any legal proceedings necessary to protect the Trust or the Trustees, or to secure payment of Employer contributions for the Trust, or to effectuate the administration of the Trust, or to secure benefits contemplated hereby and in connection therewith to com-

promise, settle or release claims on behalf of or against the Trust and/or the Trustees;

n. *Delegation of Duties and Powers.* Delegate such of their duties and powers to the co-trustee, individual Trustees or committees of Trustees, their administrator, attorney, investment counselors, agents or employees as in the discretion of the Trustees are deemed necessary and proper;

o. *Determine Benefits.* Determine the type of programs to implement to advance the purposes of the Trust.

p. *Rules and Regulations.* Adopt rules and regulations to administer the Trust.

q. *Signing Documents.* Provide that any instrument in writing be executed on behalf of the Trustees by signatures of two Trustees, one of whom shall be a Union Trustee and one who shall be an Employer Trustee, or by a person designated by the Trustees for such purpose.

r. *Education.* Pay for reasonable expenses to educate Trustees and Trust personnel.

In addition to the powers hereinabove enumerated, the Trustees may do whatever necessary to carry out the purposes of the Trust and their obligations as Trustees.

## ARTICLE VII

### MEETINGS OF THE BOARD OF TRUSTEES

SECTION 1. *Quorum.* A quorum of the Trustees to transact business shall consist of at least two Employer Trustees and two Union Trustees. Unless a quorum is present, no business shall be transacted.

SECTION 2. *Voting.* All actions and decisions of Trustees shall be by majority vote.

If any Employer Trustee is absent at a meeting of Trustees, Employer Trustees present may vote for the absent Trustee. If Employer Trustees cannot agree as to how the vote of the absent Trustee shall be cast, then the vote shall be cast by the Employer Trustee chairman or co-chairman. If any Union Trustee is absent at a meeting of Trustees, Union Trustees present may vote for the absent Trustee under the same method provided for Employer Trustees in casting the vote of an absent Employer Trustee.

SECTION 3. *Time of Meeting.* Trustees shall determine the time and place of regular meetings. The administrator of the Trust shall notify Trustees of the time and place of meetings.

Special meetings may be held at the call of the chairman or any two Trustees upon giving at least seven days' written notice to the other Trustees. Unless otherwise specified in the call and notice, meetings shall be held at the principal office of the Trust.

SECTION 4. *Chairman, Secretary.* Trustees shall select a chairman and secretary, and such other officers as they may desire.

SECTION 5. *General Assent.* Trustees may also exercise their powers by written assent of all Trustees.

## ARTICLE VIII LIABILITY OF TRUSTEES

SECTION 1. *Trustee Liability.* A Trustee shall be liable only for acting in bad faith or with reckless indifference to the interest of the Trust or knowingly committing a breach of trust.

SECTION 2. *Reimbursement Of Expenses.* The Trust shall reimburse each trustee individually and collectively for all liabilities and expenses incurred by him/her in the performance of his/her duties even though the incurring thereof may have been a breach of trust, unless the trustee acted in bad faith or with reckless indifference to the interest of the Trust or knowingly committed a breach of trust. Similarly, the Trust shall hold each trustee harmless and shall defend him/her against any claims, causes of action or other liabilities asserted against him/her by any reason of the performance of his/her duties hereunder even though the trustee may have committed a breach of trust, unless the trustee acted in bad faith or with reckless indifference to the interest of the Trust or knowingly committed a breach of trust.

SECTION 3. *Legal Counsel.* The trustees or a trustee may secure the advice of legal counsel. The counsel's written opinion approving the legality or validity of the matter under consideration shall be full protection and justification to the trustees or a trustee for anything suffered, done or admitted to be done in good faith and in accordance with and in reliance upon such opinion.

SECTION 4. *Duties, Responsibilities and Liabilities.* The duties, responsibilities and liabilities of the Trustees shall be determined solely under this Trust Agreement and no further duties, responsibilities, liabilities, or disabilities shall be implied or imposed.

SECTION 5. *Not Apply To Co-Trustee.* The provisions of this article are intended to apply only to the individual Trustees and not the Corporate co-trustee, if any, which shall be held to the standard of care of such a Corporate co-trustee under the laws of the State of Hawaii.

## ARTICLE IX LIABILITIES AND RIGHTS OF PARTIES AND OF THIRD PERSONS

SECTION 1. *Liability.* All Employers shall be liable to make contributions to the Trust and pay expenses in connection therewith, as provided by the Labor Agreement and by this Trust Agreement

Neither the Employers, the Association, nor the Trustees shall be liable for any debts, liabilities or obligations of the Trust, except as specifically provided for herein.

No Employer shall have any right to refund of contributions except as determined by the Trustees.

SECTION 2. *Third Party.* No one who deals with the Trustees or Corporate co-trustee shall be obligated or required to investigate or inquire as to the uses or purposes to which the Trust or any party thereof is being

applied, or to see that the terms of this Trust Agreement have been or are being followed. Every instrument executed by the trustees or by their direction shall be conclusive in favor of every person relying thereon that- at the time of delivery of the instrument, the Trust was in full force and effect and the Trustees had the authority to execute the instrument.

## **ARTICLE X TERMINATION AND MERGER**

**SECTION 1. *Continuance of Trust.*** This Declaration of Trust Agreement shall be effective as of July 1, 1988. The parties hereto contemplate that new Labor Agreements may be entered into from time to time continuing the provisions of Employer contributions for Trust purposes. The Trust shall continue during such period of time as may be necessary to carry out the provisions of the Labor Agreement. The termination of Labor Agreements or any of them without extension or renewal shall not by itself terminate the Trust, which shall continue for a period of time sufficient to wind up the affairs of the Trust, at which time any remaining assets of the Trust may be transferred to the PAMC-AH-UA Local 675 Training Fund.

**SECTION 2. *Mutual Termination.*** This Declaration of Trust Agreement may be terminated at any time by mutual agreement of the Employers and the Union by an instrument in writing.

**SECTION 3. *Disbursement Of Remaining Assets.*** Any and all assets remaining after termination of the Trust, and any assets acquired or disbursed as a result of merger, consolidation, amalgamation, affiliation, or otherwise shall be used by the trustees solely for the purpose set forth in Article III and Article X hereof and for expenses of administration incident thereto.

**SECTION 4. *Stopping Participation.*** Except as provided in Section 2 of Article X, if any of the parties to this Trust Agreement cease for any reason to participate in the Trust, the Trust shall not terminate, but shall continue with the remaining parties to amend this Trust Agreement in such respect as may be necessary to account for such cessation of participation. Any matter deemed by the Trustees in their sole discretion to be fair and equitable shall be final and binding, provided that any action by the trustees is within the purpose and subject to the limitations on the use of the Trust contained in this Trust Agreement.

**SECTION 5. *Join Other Trusts.*** The parties recognize that in the future the Trustees may deem it in the best interest of the Trust to merge, consolidate, amalgamate or join with other trust funds covering other employees or that the Trust accept funds from other trust funds in connection with joinder or amalgamation with or inclusion in this Trust or new or other employer associations, unions, or employers. The Trustees may investigate, evaluate and negotiate such merger, consolidation, amalgamation, joinder or other similar situation and enter into agreements to consummate the same.

## **ARTICLE XI AMENDMENT**

**SECTION 1. *Irrevocable Trust.*** This Declaration of Trust Agreement is irrevocable and under no circumstances shall any monies paid into the Trust or any part thereof be recoverable by or paid to any Employer, Association or Union nor shall any of the same be used for or diverted to a purpose other than that stated in Articles III and X hereof or for necessary and reasonable expenses incurred in the establishment and administration of the Trust.

**SECTION 2. *Amendments Of Trust Agreement.*** Subject to the limitations herein, the Employers and the Union may amend or cancel provisions of this Trust Agreement to obtain and retain the tax exempt status of the Trust, and the deductibility for tax purposes of the Employer contributions thereto.

**SECTION 3. *Restriction Of Amendments.*** Anything herein to the contrary notwithstanding, the parties hereto shall not adopt any amendment to this Trust Agreement which (a) alters the basic purpose of this Trust as set forth in Article III, or (b) conflicts with any applicable law or government regulation, or (c) causes the use or diversion of any part of the Trust for purposes other than those authorized by Article III.

**SECTION 4. *Approval By Resolution.*** Amendment of this Trust Agreement shall require approval by resolution of the Trustees at a meeting duly called and held and for which ten days' written notice has been given, including notice stating the general purpose of the amendment. Following approval of the amendment by the Trustees, it shall be submitted in writing to the Association and the Union, and shall become effective only upon execution thereof by authorized representatives of the Association and the Union.

## **ARTICLE XII GOVERNING LAW**

The interpretation of this Trust Agreement and the administration of the Trust shall be governed by the laws of the State of Hawaii.

## **ARTICLE XIII SEVERABILITY**

**SECTION 1. *Severability And Corrective Amendments.*** If any part of this Trust Agreement is or becomes illegal or invalid, such illegality or invalidity shall not affect the remaining provisions unless such illegality or invalidity prevents the Trustees from accomplishing the purposes of the Trust. If any such illegality or invalidity exists or occurs, the parties hereto shall immediately make such amendment or amendments to this Trust Agreement as may be necessary to eliminate the illegality or invalidity.

**SECTION 2. *Maintain Tax Savings.*** If any provision of this Trust Agreement is held for any reason to render contributions by the Employers to the Trust non-

deductible by Employers for tax purposes or taxable as income to the Employees or to render the income received by the Trustees non-exempt from taxation, the parties hereto shall immediately take steps to remedy such non-deductibility or taxability.

**ARTICLE XIV  
PARTICIPATION IN THE TRUST FUND**

**SECTION 1. *Effect of Trust Agreement On Other Contributions Or Local Unions.*** If a contributor or local

union of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, AFL-CIO, is authorized by the trustees to participate herein, such contributor or local union shall execute an agreement in writing, in such forms as the trustees may prescribe, to be bound by the terms of this trust agreement.

**SECTION 2. *Binding Successor And Assigns.*** This Trust Agreement shall be binding upon the Association, Employers, the Union and their respective successors, assigns and personal representatives.

**EXHIBIT "N"**  
**ALCOHOL AND DRUG POLICY**

*(As Amended From the Effective Date of September 25, 1995)*

**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 free and alcohol free;

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

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

NOW THEREFORE, the Union and the Employers agree to amend the aforesaid "Master Agreement" by amending Exhibit "N" to read as follows:

**A. Prohibition Against Alcohol And Controlled Substance At the Workplace**

1. Every employee who is employed by the Company and who is covered by the Master Agreement is prohibited from unlawfully manufacturing, distributing, dispensing, possessing, using or being under the influence of a controlled substance, or alcohol at the Company's workplace. Any employee who violates this prohibition shall be subject to immediate removal from the aforesaid workplace, as well as other disciplinary action, including discharge. The term Company's workplace includes company premises, work sites, company vehicles, and other locations where the Company is working or conducting or hosting or sponsoring an activity or event. For the purposes of this policy, "vehicles" means any motor vehicle, including but not limited to forklifts, cars, vans and trucks. The use of alcoholic beverages or transfer or possession of alcoholic beverages in opened or broken containers when on the job, on company premises and/or company vehicles is prohibited.

2. Any employee who is lawfully using a controlled substance at the workplace, i.e., taking prescription drugs in accordance with a doctor's order,

while not subject to disciplinary action, may nevertheless be required to leave the workplace, if consumption of that medication presents a safety hazard or prevents him or her from being able to properly perform his or her work.

**B. Use Of Over-The-Counter Medications Or Medications Prescribed By A Licensed Physician**

Use of over-the-counter medications or of a medication prescribed by a licensed physician in accordance with the physician's orders, is NOT prohibited; but to avoid an unwarranted accusation and/or other misunderstanding, the employee is required to report the fact that he or she is taking such medication to his or her Foreman and/or Supervisor, prior to commencing work at the workplace. The violation of this notice requirement shall constitute just and proper cause for discipline, including discharge.

**C. Education and Awareness Program**

To complement and foster our Joint Company and Union Policy and Program for achieving a drug-free workforce and a drug-free workplace, the Company shall establish and implement a Drug Education And Awareness program which shall include the following:

1. Periodic 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 drug counseling programs and services, drug rehabilitation programs, employee assistance programs, and other community services that are available to those who have a drug problem. In connection with the above, employees will be encouraged to seek counseling and other assistance from these agencies on a self-referral basis if they feel they have a need for it. An employee who voluntarily seeks help and undergoes treatment for alcohol or drug 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 free after commencing treatment, notwithstanding any clause herein or in the Master Agreement to the contrary. Such an employee is subject to drug or alcohol testing, with that employee's participation in such treatment program constituting a reasonable, objective basis to believe that said employee has engaged in on-the-job use of alcohol or illegal use of a controlled substance.

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

#### **D. Pre-employment Testing**

1. Effective Thirty (30) days after ratification of this amendment, all current employees on the Contractors payroll will not be required to undergo a pre-employment substance abuse test. However, an employee/applicant who has been laid off for thirty (30) calendar days or more or a new prospective employee will be required to undergo a pre-employment substance abuse test as a condition of consideration of employment with the Company or prior to being approved to work at any Company facility or work area. The Company shall pay for the drug testing.

2. Refusal to sign an authorization to submit to a substance abuse test, the refusal to undergo such a test or refusal to permit the physician or medical laboratory to provide the test results to the Company and Union shall constitute an action on non-employment and the individual will be sent back to the Union.

3. The parties agree that all individuals shall go to any of the collection stations listed on Appendix "D". The "Procedures for Medical Tests of Bodily Fluids" as set forth in Appendix "A" shall be followed. The "Consent For the Release of Confidential Information" as set forth in Appendix "C" shall be signed prior to undergoing the substance abuse test. When the individual is tested, the Company and the Union shall be notified of the test results. If the test results are positive, the individual will not be employed and he or she will be sent back to the Union.

4. Pre-employment testing must be in place and such testing must actually be conducted before the Company can conduct Periodic and Random Testing.

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

In the event the Company is required to comply with U.S. Department of Transportation regulations regarding workplace drug testing programs, the Company and the Union agree to comply with those regulations. It is understood and agreed that compliance with the U.S. Department of Transportation regulations shall include:

1. Pre-employment and post-accident testing of applicants and employees subject to U.S. Department of Transportation regulation;

2. Appointment of a Medical Review Officer who will be responsible for making the final decision to verify a positive test result after review of all relevant data on the testing and any explanations offered by the individual tested;

3. Prohibiting employees who are subject to U.S. Department of Transportation regulation and who have tested positive from returning to work unless they are released to return to work by the Medical Review Officer;

4. Requiring employees who are subject to U.S. Department of Transportation regulation and who have tested positive to undergo increased, unan-

nounced testing for up to 60 months; and

5. Retention of all positive test results for 5 years and retention of all negative results for 12 months.

6. For the purposes of this paragraph, the Company shall pay for all drug testing.

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

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

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

(1) Unsafe work habits or practices that endanger the employee himself/herself and/or other employees;

(2) Abnormal work performance;

(3) Physical conditions and/or symptoms, such as unstable balance, alcohol on breath, glassy or reddened eyes;

(4) Unreliable attendance or frequent or unexplained absence from the workplace or job site;

(5) Abnormal personal behavior and/or poor interpersonal relations on the job;

(6) Discovery of controlled substances, alcohol or controlled substances paraphernalia at the work area or on the job site, in the possession of or immediate proximity of an employee; and/or

(7) Objective evidence of unlawful use of a controlled substance or unlawful sale of a controlled substance as provided by any Federal, State, or local enforcement agency.

In situations involving unsafe work habits or practices, abnormal work performance, abnormal personal behavior, or poor interpersonal relations, the Company shall provide firsthand written documentation to support its actions. All decisions involving the above listed items shall be made by the Company only after notifying the Union.

In utilizing the foregoing criteria of a "reasonable, objective basis", the parties hereto expressly agree that the Federal or State Constitutional law standards of "probable cause" or "reasonable suspicion" are not applicable.

The Contractor shall complete the attached form (Appendix B) prior to sending an employee to be tested. The Company shall pay for the drug testing.

(b) As part of or as a follow-up counseling or rehabilitation for unlawful use of a controlled substance, or alcohol abuse, or

(c) As part of a voluntary drug testing program.

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

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

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

The Company shall pay for the drug testing.

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

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

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

The Company shall pay for the drug testing.

2. Blood and/or urine samples will be taken only under the direction of a licensed physician designated by a Company designated medical laboratory and the "Procedures For Medical Tests of Bodily Fluids" as set forth in Appendix "A" as attached hereto shall be followed.

3. In addition, physicians and health care professionals who provide testing service for controlled substance and alcohol impairment shall adhere to the Code of Ethical Conduct For Physicians Providing Occupational Medical Services as adopted by the American Occupational Medical Association on July 23, 1976, as well as to the "Drug Screening In The Workplace Ethical Guidelines" as adopted by that same organization on July 25, 1986.

4. Refusal to sign an authorization to submit to a drug, controlled substance or alcohol test, the refusal to undergo such a test or refusal to permit the physician or medical laboratory to provide the test results to the Company and Union shall constitute an act of insubordination. The aforesaid insubordination shall be just and proper cause for discipline, including discharge. The penalty for this aforesaid insubordination shall be: a two (2) week suspension from work without pay and without

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

5. An employee shall complete the "Consent For The Release of Confidential Information" form as set forth in Appendix "C" prior to undergoing a substance abuse test. When an employee is tested, the employee, the Company and the Union shall be notified of the test results. Action against the employee shall be taken in accord with the disciplinary section herein, if the employee's drug or alcohol test results are positive, as defined in Appendix "A" hereto.

6. The medical laboratory shall retain all positive specimens, in a frozen state, for twelve (12) months; all negative specimens for two (2) weeks. An employee shall have the right to have his or her sample as originally collected independently retested at his or her expense by a NIDA-certified laboratory. The employee must exercise this right within fourteen (14) days from the time of the original sample collection and the employee must select a laboratory among those listed in Appendix "D" to conduct such retesting. If the independent drug or alcohol retest results are not positive under the criteria set forth in Appendix "A": (a) the employee shall be put back to work immediately with reimbursement of full pay and benefits, and with a rescission of any discipline imposed by reason of a positive drug or alcohol test result, along with an explanation for such rescission, and (b) the Company shall also reimburse the employee for the cost of the retest as paid for by the employee.

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

7. Post Accident — The Company, at its own discretion, may require an employee to submit to a substance abuse test under the following circumstances:

(a) Employee has sustained a personal injury on the job.

(b) Employee has caused another employee or persons to sustain a personal injury.

(c) Employee was involved in an accident while operating a company vehicle.

(d) Employee was involved in an accident while operating the employer's machinery, equipment, tools, etc.

The company shall pay for the drug testing.

8. An employee who tests positive and is later allowed to return to work pursuant to paragraphs G.1.(a) or (b), below, shall be subject to unannounced random testing by the Company until two (2) subsequent consecutive tests of this nature are negative. Such tests shall be conducted within twelve (12) months after the employee returns to work, and in any event shall cease after the expiration of the aforesaid time period.

#### **G. Schedule Of Disciplinary Actions**

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

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

##### **(a) First Offense**

(1) **Employee Option 1** - The employee shall be afforded the opportunity to enroll in a drug abuse assistance or rehabilitation program. If the employee enters such a program, his or her status as an employee will not be affected and he or she will be allowed to return to work and to continue to work as long as he or she remains drug free, as indicated by a negative drug or alcohol test result.

(2) **Employee Option 2** - A first-offense employee who does not choose to enroll in a drug abuse assistance or rehabilitation program shall be suspended for the length of

time it takes to obtain a negative reading from any subsequent drug or alcohol test but in any case, no less than two (2) week suspension. The employee must make arrangements with his or her Company prior to undergoing drug or alcohol retesting. Should a subsequent drug or alcohol tests fail to produce a negative reading within three (3) months after the first offense, the employee shall be considered as having committed his or her second offense.

For the purposes of Employee Option 2, the employee shall pay for all drug testing, however, if the Company should require a separate test, the Company shall pay for the drug testing.

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

For the purposes of this paragraph, the employee shall pay for all drug testing, however, if the Company should require a separate test, the Company shall pay for the drug testing.

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

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

#### **H. Selling Of Controlled Substances**

1. An employee who sells or attempts to sell a controlled substance and/or the paraphernalia of a controlled substance at the Company's workplace shall be immediately discharged from employment. In addition, any employee who engages in such conduct and is discharged for the same, may not be eligible for future employment by the Company.

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

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

The following additional provisions shall apply only to employees who are employed by the Company on a work project that constitutes a procurement by the Federal Government or a Federal Agency of any property or services of a value of twenty-five thousand dollars (\$25,000.00) or more.

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

2. As required by the Federal Drug Free Workplace Act, any employee who is convicted of a violation of a criminal drug statute occurring in the workplace shall be disciplined by the Company or shall be required by the Company to participate in an approved drug abuse assistance or rehabilitation program.

3. As required by the Federal Drug Free Workplace Act, the Company must and will notify any Federal Contracting Agency on whose projects it is working of a workplace drug conviction within ten (10) days after receiving notice from the convicted employee or other official source of such conviction.

4. In compliance with the U.S. Department Of Defense Drug Free Workplace Clause (September 1988), any employee who has been granted access to secret or classified information — or whose position and work involves national security, health, or safety and/or a high degree of trust and confidence — will, at Company expense, be subject to testing for the unlawful use of controlled substances and alcohol.

5. The company shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or alcohol in the performance of any work or contract.

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

For the purposes of this Amendment to the Master Agreement, a "controlled substance" is defined as: 1. Any drug listed in Schedules I through V of the Controlled Substances Act, at Section 202 thereof, 21 U.S.C., Section 812. These controlled substances include, but are not limited to, marijuana, cocaine, opiates, amphetamines and phencyclidine.

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

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

#### **L. Inclusion Of Substance Abuse Treatment Benefits Under The Health & Welfare Plan**

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

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

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

Also, the parties hereto agree that the passage of a drug and alcohol test as set forth in Appendix "A" hereto is a condition precedent to being employed as an apprentice.

The parties agree that all prospective apprentices who are selected to be on the approved list or are brought into the program through the Labor-Management Agreement shall be required to undergo a drug test. All prospective apprentices shall pay for their own tests. If the tests are negative, they will be refunded from the Training Fund. If the tests are positive, they will be removed from the list and dropped from the program.

The parties agree that all prospective apprentices shall go to any of the collection stations listed on Appendix "D". Results of the testing shall be communicated in writing to the Training Office after the results are determined.

#### **N. Notification Of Disqualification**

Whenever an individual registers with a hiring hall for referral for employment, and whenever an individual applies for employment with a Company bound by the Amendment to the Labor Agreement, that individual shall disclose, at the time of registration and application, to the hiring hall and the Company all prior violations by that individual of the aforesaid prohibition against unlawful use of alcohol and the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, the paraphernalia of a controlled substance, and the attempt to engage in any of the foregoing at the Company's workplace. For the foregoing individuals who wish to be employed on a Federal work project referred to above in Section I., such individual shall disclose to the Union hiring hall and the Company any conviction of him/her of any criminal drug statute for a violation occurring in the workplace of an employer who was engaged in a Federal work project as defined above in Section I.

#### **O. Disclosure Of Information**

1. The employee's current employer and the Union may disclose to one another any and all information in their possession that is necessary to enforce this Amendment 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 Section 8(a)(5) and 8(b)(3) respectively, of the Federal Law known as the National Labor Relations Act, as amended.

2. The records maintained by the Company for its employee assistance program are confidential and protected by federal law and regulations. The Company cannot disclose information identifying an employee as a participant in its program except in the following limited circumstances:

(a) The employee-participants consent to the disclosure in writing as set forth in Appendix "E" attached hereto and made a part hereof;

(b) The disclosure is required by a court order;

(c) The information is necessary to meet a medical emergency involving the employee-participant; or

(d) The information is required by qualified personnel for research, audit or program evaluation.

3. The Company will provide each employee who participates in the employee assistance program a written summary, as requested, of the federal law and regulations governing disclosure as set forth in Appendix "F" attached hereto and made a part hereof.

4. An employee's participation in the employee assistance program will not prohibit the Company and/or employee assistance program provider from reporting any crimes committed by the employee-participant either at the program or against any person who works for the program or from reporting any threats to commit such crimes, to the appropriate federal, state or local authorities.

5. An employee's participation in the employee assistance program will not prohibit the Company and/or employee assistance plan provider from reporting any information about suspected child abuse or neglect under state law to the appropriate state or local authorities.

#### **P. Additional Definitions And Conditions**

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

1. The term "conviction" means the finding of guilt (including a plea of *nolo contendere* or no contest) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of Federal or State criminal drug statutes;

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

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

4. The terms "unlawful use of alcohol" or "illegal use of alcohol" means the use, consumption or ingestion of ethanol or methanol under any circumstance except when directed by a physician or dentist;

5. 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;

6. The term "workplace" means any site for the performance of the work of the Company or any location where the employee maybe during paid Company time or when the employee is under the care, control, and custody of the Company; and

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

8. It is understood and agreed that whenever the Company pays for the drug testing, other than preemployment testing as provided in paragraph D, such testing shall be done on Company Time.

#### **Q. Entire Agreements**

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

All employees shall be given a copy of the policy and he or she shall sign a statement to verify that he or she has received a copy.

**APPENDIX A  
PROCEDURES FOR MEDICAL TESTS  
OF BODILY FLUIDS.**

Subject to the restrictions on medical tests contained in the foregoing Amendment to the Master Agreement, bodily fluids such as blood and urine samples shall be handled in the following manner:

A. Collection shall be by a physician or health care professional. The presence of a Union representative is not necessary when the collection of bodily fluids is made. Specimen containers shall be labeled with a number, and if the donor chooses, the donor's signature, and shall be closed with a tamper-proof seal initialed by the donor and collecting agent. The labeling shall be done in the employee's presence and in the presence of a Union representative if the employee chooses.

B. The specimen number and identifying information on the donor shall be entered on a log and signed by the collecting technician in the presence of the employee - and in the presence of a Union representative if the employee chooses - and the employee shall initial the proper line on the log entry.

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

D. Samples shall be stored in a scientifically acceptable manner.

E. All handlers and couriers of the sample must complete entries and identify themselves on a proper chain of custody form.

F. Confirmation tests in accordance with the Guidelines as established by the National Institute On Drug Abuse (NIDA) must be performed. After testing and confirmation testing, the facility must retain a sufficient portion of the sample for independent retesting and store that portion in a scientifically acceptable, preserved manner for the time period of time as set forth in the Guidelines as issued from time to time by

the National Institute On Drug Abuse (NIDA) - unless the donor/employee or the Union requests of the facility that it retain the sample for a longer period of time.

G. Results of the testing shall be communicated in writing to the Company, Union and the donor/employee within seventy-two (72) hours after the results are determined. The laboratory may only report a positive drug or alcohol test result if the appropriate test indicates that the specimen contains levels of drugs or alcohol in excess of the following levels:

1. Blood alcohol level in excess of the State of Hawaii Standard giving rise to a legal presumption of intoxication.

2. Drug levels in excess of those levels as set forth in the Guidelines as established by the National Institute On Drug Abuse (NIDA).

Information on test results and the fact that testing was done shall be kept confidential by the Company, Union, and tester, and shall be communicated only to those who must know the information in order to ensure safety at the workplace and enforce the terms and conditions set forth in the foregoing Amendment to the Master Agreement. Copies of all documents - including but not limited to test results, computer printouts, graphs, interpretations, and chain of custody forms - shall be delivered to the employee from whom the samples of the bodily fluids were taken.

H. On the day that the sample is taken, the Contractor may send the employee home for the remainder of the day.

I. As utilized herein, the terms "drugs" or "drug" mean a controlled substance as defined in the foregoing Amendment to the Master Agreement. As utilized herein, the term "alcohol" has the same meaning that is set forth in the foregoing Amendment to the Master Agreement.

**APPENDIX B**  
**SUBSTANCE ABUSE TESTING**

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

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

**SUBSTANCE ABUSE TESTING**

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Director of Environmental Safety and Health  
Personnel Manager or designee  
cc: Medical Review Officer



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

**OAHU**

Concentra Medical Center  
545 Ohohia Street  
Honolulu, HI 96819  
Phone 831-3000

Clinical Laboratories of Hawaii

1. Ala Moana Building  
1441 Kapiolani Boulevard, #609  
Honolulu, HI 96814  
Phone 973-0268
2. St. Francis Liliha MOB  
2228 Liliha Street, #201  
Honolulu, HI 96817  
Phone 547-6151
3. Young Street Building  
1109 Young Street, #108  
Honolulu, HI 96814  
Phone 592-0863
4. Kapiolani at Pali Momi  
98-1079 Moanalua Road, 2nd Floor  
Aiea, HI 96701  
Phone 485-4243
5. Horita Square  
2024 North King Street, Suite 109  
Honolulu, HI 96819  
Phone 832-2341
6. Kailua Professional Center  
30 Aulike Street, #101  
Kailua, HI 96734  
Phone 266-6830
7. St. Francis West  
91-2135 Fort Weaver Road, #300  
Ewa Beach, HI 96706  
Phone 677-7999
8. Wahiawa PSC  
23 S. Kamehameha Highway, Suite 100  
Wahiawa, HI 96786  
Phone 622-6094

**MAUI**

Clinical Laboratories of Hawaii

1. Maui Main Lab-Millyard  
1831 Wili Pa Loop  
Wailuku, HI 96793  
Phone 244-5567
2. Maui Memorial Medical Center  
221 Mahalani Street  
Wailuku, HI 96793  
Phone 242-2064
3. Maui Medical Group - Lahaina  
130 Prison Street  
Lahaina, HI 96791  
Phone 667-5798
4. Lipoa Center - Kihei  
41 East Lipoa Street, #20-A  
Kihei, HI 96753  
Phone 814-9339

**KAUAI**

Clinical Laboratories of Hawaii

1. Waimea - KMVH PSC  
4643 Waimea Canyon Road  
Waimea, HI 96796  
Phone 338-9432
2. Lihue Town Plaza  
4180 Rice Street, Suite 106B  
Lihue, HI 96766  
Phone 245-7775
3. East Kauai Professional Building  
4-1579 Kuhio Highway, #206  
Kapaa, HI 96746  
Phone 822-4576

**HAWAII**

Clinical Laboratories of Hawaii

1. Hilo Main Laboratory  
33 Lanihuli Street  
Hilo, HI 96720  
Phone 935-4814
2. Ka'u Hospital  
PO Box 40  
Pahala, HI 96777  
Phone 928-6141
3. Hilo Medical Center  
1190 Waianuenue Avenue  
Hilo, HI 96720  
Phone 974-6898
4. Hualalai Center  
75-170 Hualalai Road, #B  
Kailua-Kona, HI 96740  
Phone 329-2205
5. Kona Community Hospital  
PO Box 652  
Kealahou, HI 96750  
Phone 322-9366
6. North Hawaii Community Hospital  
PO Box 1598  
Kamuela, HI 96743  
Phone 885-4451
7. Waikoloa Highlands Center  
68-1845 Waikoloa Road  
Waikoloa, HI 96743  
Phone 883-9697
8. Kohala Hospital  
PO Box 10  
Kapaa, HI 96755  
Phone 889-5508
9. Hale Ola Pono Building  
65-1267 Kawaihae Road  
Kamuela, HI 96743  
Phone 885-5651
10. Hale Ho Ola Hamakua  
45-547 Plumeria Street  
Honokaa, HI 96727  
Phone 775-0889

**APPENDIX E**

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

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

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

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

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

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

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

\_\_\_\_\_  
Date Signed

Original to employee's file.

**APPENDIX F**  
**MEMORANDUM**

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

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

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

RE: CONFIDENTIALITY OF ALCOHOL AND DRUG ABUSE PATIENT RECORDS.

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

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

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

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

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

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

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

Copy to employee's file.

## EXHIBIT "O"

### PLUMBERS AND FITTERS UNION, LOCAL 675 OF HONOLULU - AFL-CIO

The following is the jurisdiction of work of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada.

#### 50 POINTS OF JURISDICTION

1. All piping for plumbing, water, waste, floor drains, drain grates, supply, leader, soil pipe, grease traps, sewage and vent lines.
2. All piping for water filters, water softeners, water meters and the setting of same.
3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment.
4. All water services from mains to buildings, including water meters and water meter foundations.
5. All water mains from whatever source, including branches and fire hydrants, etc.
6. All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.
7. All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washrooms, shower stalls, etc.
8. All bathroom, toilet room and shower room accessories, i.e., as towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
9. All lawn sprinkler work, including piping, fittings, and lawn sprinkler heads.
10. All sheet lead lining for X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipe fitting industry.
11. All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.
12. All block tin coils, carbonic gas piping, for soda fountains and bars, etc.
13. All piping for railing work, and racks of every description, whether screwed or welded.
14. All piping for pneumatic vacuum cleaning systems of every description.
15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas, used in connection with railway cars, railway motor cars, and railway locomotives.
16. All marine piping, and all piping used in connection with ship building and ship yards.
17. All power plant piping of every description.
18. The handling, assembling, and erecting, of all economizers, super-heaters, regardless of the mode or method of making joints, hangers, and erection of same.
19. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.
20. All soot blowers and soot collecting piping systems.
21. The setting, erecting, and piping, for all smoke consuming and smoke washing and regulating devices.
22. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls used in connection with power, heating, refrigerating, air conditioning, manufacturing, mining, and industrial work.
23. The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling, and brewing plants, heating, ventilating and air-conditioning systems.
24. All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and by-products and refining of same, for any and all purposes.
25. The setting and erecting of all underfeed stokers, fuel burners, and piping, including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc.
26. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.
28. The setting, erecting and piping of all cooling units, pumps, reclaiming systems, and appurtenances, in connection with transformers, and piping to switches of every description.
29. All fire extinguishing systems, and piping, whether by water, steam, gas, or chemical, fire alarm piping, and control tubing, etc.
30. All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems of every description, and laundries for all purposes.
31. All piping for oil, or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.
32. All piping for power, or heating purposes, either by water, air, steam, gas, oil chemicals, or any other method.

33. All piping, setting and hanging of all units and fixtures for air-conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, dehydrating, by any method, and the charging and testing, servicing of all work after completion.

34. All pneumatic tube work, and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method.

35. All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers and boilers and cooking utensils, etc., of every description.

36. All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.

37. All process piping for refining, manufacturing, industrial, and shipping purposes, of every character and description.

38. All air piping of every description.

39. All temporary piping of every description in connection with building and construction work, excavating and underground construction.

40. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit and boxes, used in connection with pipe fitting industry.

41. The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching of all boiler trimmings.

42. All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, and water lines, and booster stations of every description.

43. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints, or any other mode or method of making joints in connection with the pipe fitting industry.

44. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.

45. All methods of stress relieving of all pipe joints made by every mode or method.

46. The assembling and erecting of tanks, used for mechanical, manufacturing, or industrial purposes to be assembled with bolts, packed, or welded joints.

47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipe fitting industry.

48. The operation, maintenance, repairing, servicing and dismantling of all work installed by journeymen members of the United Association.

49. All piping for cataracts, cascades, (i.e., artificial water falls), make-up water fountain, captured waters, water towers, cooling towers, and spray ponds, used for industrial, manufacturing, commercial, or for any other purposes.

50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood, or any other kind of material, or product manufactured into pipe, usable in the pipe fitting industry, regardless of size or shapes.

Any other future work, new products, etc.

**EXHIBIT "G"**  
**AUTHORIZATION OF DEDUCTIONS**  
**FROM WAGES FOR UNION DUES**  
**AND/OR INITIATION FEES**

The undersigned, who is an employee of the employer identified below ("Employer"), voluntarily agrees to have my Employer take out of my wages an initiation fee of \$ \_\_\_\_\_, and/or dues, not more than the amount for each compensable hour worked each month, as provided on Exhibit "B" of the Labor-Management Agreement between my Employer and the above Union, as amended or extended from time to time, and to turn over to the above Union any and all such monies.

This Authorization shall become effective on the date set forth below and cannot be cancelled for a period of one (1) year from this date or until the termination of the existing Labor-Management Agreement between my Employer and the Union, whichever occurs sooner.

I agree and direct that this Authorization shall be irrevocable for successive periods of one (1) year, or the period of the Labor-Management Agreement, as amended or extended from time to time, between my Employer and the Union, whichever shall be shorter, unless:

- (1) I cancel this Authorization by written notice to my Employer within the ten (10) days after the expiration of any such one (1) year period, or
- (2) in the case of the expiration of any applicable Labor-Management Agreement between my Employer and the Union during any such one (1) year period, I cancel this Authorization by written notice to my Employer at any time during the period following the expiration of the applicable Labor-Management Agreement and ten (10) days after the effective date of any new Agreement.

Subject to the above, this Authorization shall continue to be in effect if my employment with my Employer ends, and I am subsequently employed by another employer who is a signatory to the Labor-Management Agreement.

Print Name \_\_\_\_\_

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

Date \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Social Security No. \_\_\_\_\_

Receipt of the foregoing Authorization is acknowledged.

\_\_\_\_\_  
 Employer

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

**EXHIBIT "G-1"**  
**AUTHORIZATION OF DEDUCTIONS FROM**  
**WAGES FOR UNION DUES**

To: \_\_\_\_\_  
 Name of Employer

I hereby assign to Local Union 675 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, AFL-CIO, hereafter referred to as "Union," out of my wages not more than \$ \_\_\_\_\_ a month for dues as certified to you in writing by the Union, and I authorize the payment to the union each month of the amount so deducted.

This assignment shall be irrevocable until one year from the date below or until the termination date of the labor agreement, whichever occurs sooner, and shall be automatically renewed and shall be irrevocable for successive periods of one year each or for the period of each succeeding labor agreement whichever shall be shorter, unless between 10 and 20 days before the expiration of each period of one year or of each labor agreement, whichever occurs sooner, I give written notice to the employer of my desire to revoke this assignment, or unless the same shall be automatically cancelled when my employment ends or when I cease to be employed as an employee in the bargaining unit represented by the union.

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

Date \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_  
 Employee

*Receipt of the foregoing assignment is acknowledged:*

Date \_\_\_\_\_

**EXHIBIT "H"**  
**FORM 1**  
**PAMCAH-UA LOCAL 675**  
**EMPLOYER'S REQUEST FOR EMPLOYEES**

Date \_\_\_\_\_, 20 \_\_\_\_\_

Employer's Name \_\_\_\_\_

Employer's Address \_\_\_\_\_ Tel. No. \_\_\_\_\_

Date of Order \_\_\_\_\_ Time \_\_\_\_\_

Ordered to Shop — ( ) Ordered to job — ( )

Valid Driver's License

Required with Current Abstract — ( )

Applicant Must Pass Drug Test — ( )

Applicant Possesses Current First Aid  
and CPR Certificate — ( )

Located at (address) \_\_\_\_\_

Date and Time to Report \_\_\_\_\_

Number of Employees Requested \_\_\_\_\_

Special Qualifications \_\_\_\_\_

If Request is for Foreman by Name - Who? \_\_\_\_\_

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

If Request is for Former Employee by Name - Who?

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

Dates of Previous Employment \_\_\_\_\_

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

Signature \_\_\_\_\_

**EXHIBIT "I"**  
**FORM 2**  
**PAMCAH-UA LOCAL 675**  
**EMPLOYEE'S TERMINATION**

Original shall be given to Employee, with copies to union and association. This form to be completed in full.

Date \_\_\_\_\_, 20 \_\_\_\_\_

Employee's Name (print) \_\_\_\_\_

Company Name (print) \_\_\_\_\_

Terminated by (print) \_\_\_\_\_

**REASONS FOR TERMINATION —**

Reduction of Force — ( ) Lack of Work — ( )

Job Completed — ( ) For Cause — ( )

Retire — ( ) Quit — ( )

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Terminated by:  
(Signature) \_\_\_\_\_

**EXHIBIT "J"**  
**AUTHORIZATION OF**  
**DEDUCTIONS FROM WAGES**  
**FOR VOLUNTARY CONTRIBUTION**  
**TO PPAC POLITICAL FUND**

I hereby authorize my Employer, who is a signatory to the Labor-Management Agreement with the above Union, to deduct from my pay the sum of four cents (\$0.04) for each hour worked and to forward that amount to PPAC Political Fund. This Authorization is signed voluntarily and with the understanding that PPAC Political Fund will use this money to make political contributions and expenditures in connection with federal, state and local elections. I am aware of my right to refuse to sign this Authorization without reprisal. This Authorization may be revoked by mailing notices of revocation by United States Registered or Certified Mail, Return Receipt Requested, to the Local 675 of the United Association of Journeymen and Apprentice Plumbers & Pipefitters of the U.S. & Canada, 1109 Bethel Street, Honolulu, Hawaii, and to my Employer.

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Authorized Signature

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Date