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Title: **General Contractors Labor Association, Building Industry Labor Association and Laborers International Union of North America (LIUNA), AFL-CIO, Local 368 (2002)**

K#: **8951**

Employer Name: **General Contractors Labor Association, Building Industry Labor Association**

Location: **HI**

Union: **Laborers International Union of North America (LIUNA), AFL-CIO**

Local: **368**

SIC: **1540**

NAICS: **23622**

Sector: **P**

Number of Workers: **3500**

Effective Date: **09/01/02**

Expiration Date: **08/31/07**

Number of Pages: **105**

Other Years Available: **Y**

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K8951
3,500 workers

106 pgs.

MASTER AGREEMENT COVERING CONSTRUCTION

LABORERS IN THE STATE OF HAWAII

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

NOW, THEREFORE:

THIS AGREEMENT is made and entered into by and between:

LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA, LOCAL 368, AFL-CIO

(hereinafter referred to as the "Union")

AND THE

GENERAL CONTRACTORS LABOR ASSOCIATION

AND THE

BUILDING INDUSTRY LABOR ASSOCIATION

(each of whom is hereinafter referred to as the "Association")

for and on behalf of those persons, firms, corporations or other entities who are or who become members of either of the above-listed Associations and who authorize said Association to represent them with respect to employees covered by this Agreement

(each such member being hereinafter referred to as "Contractor")

AND

ANY OTHER PERSON, FIRM, CORPORATION OR OTHER ENTITY THAT, PURSUANT TO THE PROVISIONS OF SECTION 3.3(a) HEREOF, BECOME SIGNATORY HERETO

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

-- Effective September 1, 2002 to and including August 31, 2007 --

MASTER AGREEMENT COVERING CONSTRUCTION LABORERS IN THE STATE OF HAWAII
(Laborers' International Union of North America, Local 368, AFL-CIO)

	Effective 9/3/02	Effective 9/1/03	Effecftive 8/30/04	Effective 8/29/05	Effective 9/4/06
Wage Rate					
Laborer I	$23.25	+$.40 $23.65	+$.50 $24.15	+$.50 $24.65	+$.50 $25.15
Laborer II	21.50	+.20 21.70	+.25 21.95	+.30 22.25	+.30 22.55
Health & Welfare	$ 4.30	+.25 $4.55	+$.25 $4.80	+$.25 $5.05	+$.20 $5.25
Pension	---[1]	---[1]	---[1]	---[1]	---[1]
Vacation/Holiday	$ 1.95	$1.95	$1.95	$1.95	$1.95
Annuity	$ 5.17[2]	$5.17[2]	$5.17[2]	$5.17[2]	$5.17[2]
Training	$ 0.73[2]	+$.05 $0.78[2]	$0.78[2]	+$0.05[2] 0.83*	$0.83*
(LECET) StabilizationFund	$0.20	$0.20	$0.20	$0.20	$0.20
Wage/Fringe Option	----	----	+$.10 $0.10	+$.10 $0.20	+$0.10 $0.30
TOTAL WAGES &FRINGES					
Laborer I	$35.60	+$.70 $36.30	+$.85 $37.15	+$.90 $38.05	+$.80 $38.85
Laborer II	33.85	+.50 34.35	+.60 34.95	+.70 35.65	+.60 36.25

[1]The Pension contribution ($1.30/hr.) is currently being temporarily diverted, $1.16/hr. to the Annuity Fund and $.14 to the Training Fund

[2]Currently receiving diverted Pension Funds

*$.10 of the Employer's contribution to the Vacation/Holiday fund is applied to the Vacation/Holiday Administration Account and is therefore non-taxable.

Hawaii Construction Industry Association (HCIA)		$0.02	$0.02	$0.02	$0.02	$0.02
Hawaii Construction Industry Improvement Program		$0.03	$0.03	$0.03	$0.03	$0.03
Labor Assn Contract	GCLA	$0.065	$0.065	$0.065	$0.065	$0.065
Negotiation/Administration Fee	BILA	$0.05	$0.05	$0.05	$0.05	$0.05
TOTAL PACKAGE						
Laborer I	GCLA	$35.715	$36.415	$37.265	$38.165	$38.965
	BILA	35.70	36.40	37.25	38.15	38.95
Laborer II	GCLA	$33.965	$34.465	$35.065	$35.765	$36.365
	BILA	33.95	34.45	35.05	35.75	36.35

TABLE OF CONTENTS

Section Number and Title	Page
1. DURATION	2
2. COVERAGE	2
Work Covered	2
General Provision	2
Underground Work	2
Employees Covered	2
3. RECOGNITION	3
Recognition of Union	3
Recognition of Association	3
Additional Contractor Signatories	3
4. MUTUAL OBLIGATIONS AND RESPONSIBILITIES	3
5. UNION SECURITY	4
6. AUTHORIZED DEDUCTIONS	4
7. NO STRIKE OR LOCKOUT	5
8. DISCIPLINE OR DISCHARGE	6
9. APPRENTICESHIP AND TRAINING	6
Joint Apprenticship Committee	6
Ratio of Apprentices to Journeymen	6
Supplementary Apprenticeship Employment Procedure	6
10. WAGES	7
Wage Schedule	7
Payment of Wages	7
Records and Requests	7
Work On Pacific Ocean Islands Outside The State Of Hawaii	8
New Job Classifications	8
11. HOURS AND OVERTIME	8
Workweek	8
Workday	10
Overtime	10
Reckoning Of Overtime Hours	11
No Pyramiding	11
Assignment of Overtime Work	11
Meal Period	11
Show-Up Time	12
Shift Work	12
Two-Shift Operation	12
Three-Shift Operation	12
Applicable To Both Two-Shift and Three-Shift Operations	13
Night Work	13
Wages On Day Of Injury	13
Emergency Call-Out	13
Listing Material	14
12. TEMPORARY TRANSFER	14
13. HOLIDAYS	14
Holidays	14
Holidays Falling On Saturday or Sunday	14
"Switching" And/Or Substitution Of Holidays	15
14. EMPLOYEE BENEFITS AND CONTRACTOR PAYMENTS	15
General Provisions	15
Payment To Be Made Only For Actual Hours Worked	15

Coverage of Employees of The Union, The Hawaii Laborers' Training Center, The Trust Fund Administrative Office And/Or Any of The Trust Funds 15
Benefit Contributions For Foreperson 15
Health & Welfare Fund 15
Pension Fund 16
Pension Funding for Laborers/Underground Laborers 18
Annuity Fund 18
Vacation And Holiday Fund 18
Training Fund 19
Hawaii Laborers' and Employers' Cooperative Education Trust Fund 19
Trust Documents 19
Contractor Payments 19
Transmittal Of Contributions 19
Information and Audit 19
Authority Of Trustees To Reduce Contributions 20
Delinquent Contributions and Collections 20
Weekly Reports And Payments By Delinquent Contractor 21
Bond Or Cash-In-Escrow By Delinquent Contractor 21
Application/Non-Application of Section 22 (Grievance Procedure And Arbitration) 21
Relationship To Section 7.3 21
15. OTHER FUNDS 21
Hawaii Construction Industry Improvement Program 21
Administrative Fee Covering The Negotiation And Administration Of The Collective Bargaining Agreement 22
Hawaii Construction Industry Association (HCIA) 22
16. WORKING RULES 22
Drinking Water 22
Tools 23
Safety And Protective Devices 23
No Piece Work, Contract Work, or Moonlighting 24
No Piece Work Or Contract Work 24
No Moonlighting 25
Violations Of This Subsection 25
Clean-up Time and Tool Pick-up Time 25
17. TRANSPORTATION 25
Transportation 25
Bad Road Transportation 26
Other 26
18. PARKING EXPENSES 27
19. SUBSISTENCE AND TRAVEL 27
Subsistence And Travel 27
Application Of Subsistence To Bonafide Residents Of Neighbor Islands Who Are Required By The Contractor To Live Away From Home On The Same Island 28
20. ACCESS TO COMPANY PREMISES 30
21. UNION STEWARD 30
22. GRIEVANCE PROCEDURE AND ARBITRATION 30
General Provisions 30
Grievance Procedure 31
First Step (Jobsite Supervisor) 31
Second Step (Contractor's President/General Manager Or His/Her Authorized Representative) 31
Third Step (State Joint Board) 31
Fourth Step (Arbitration) 32
Grievances Subject To An Expedited Hearing 33

23. STATE JOINT BOARD 33
Appointment Of Representatives 33
Qualifications of Representatives 33
Scope and Authority 34
Rules of Procedures 35
Quorum 35
Voting 35
Rights Of Board 35
Expenses 35
Matter Involving Non-Association Contractor Signatory To This Agreement 35
Limitation of Liability 35
24. JURISDICTIONAL DISPUTES 36
25. APPLICATION TO SUBCONTRACTORS 36
Subcontracting of Work Covered by this Agreement 36
Three Bid Rule for Specialty Work 36
For Neighbor Island Landscape and Fencing Only 36
26. JOB PLACEMENT REGULATIONS 37
General Provisions 37
Classification of Members and Applicants 38
Loss of Classification 39
Job Placement Center Procedures 39
Key Persons 39
Transfer of Key Persons 40
Job Placement Center and Registration Facilities 40
Day of Dispatch 40
Nondiscriminatory Operation 40
Regulations Governing Job Placement Centers 41
Persons Employed Outside Of This Agreement 41
Members and Applicants' Registers 41
Dispatching - Lists A and B 42
Employment of Short Duration 42
Refusal of Dispatch 42
Termination - Non-Qualified 42
List "C" 42
Length of Registration Validity - Lists A & B 42
Monthly Registration Fee 43
Contractor First Preference 43
Contractor Request for Past Experience 44
Hiring 45
Grievances Under the Referral System 45
Committee 45
Interpretation 46
Post-Offer Employment Physicals 46
Notification 46
27. PRE-JOB CONFERENCE 47
28. ADMINISTRATIVE OFFICE 47
Establishment 47
29. GENERAL SAVING CLAUSE 47
30. MOST FAVORED NATION CLAUSE 47
31. MODIFICATION OF AGREEMENT 48
32. REPRESENTATIONS 48

Exhibit "A" - Classification And Hourly Wage Schedule

Terms And Conditions Applicable To The Employment Of Temporary Summer Hires

Confirmation Of Hiring Slip Covering Temporary Summer Hire

Exhibit "B" - Assignment of Wages to Cover Union Initiation Fee (Or Re-Admission Fee), Dues, Hourly Supplemental Dues And Assessments

Exhibit "B-1" - Notification Of Loaned Employee And Assignment Of Wages To Cover Union Dues, Assessments, And Initiation Fees

Exhibit "B-2" - Laborers' Western Political League - Checkoff Authorization Card

Exhibit "B-3" - Hawaii Laborers' Political Action Committee - Checkoff Authorization Card

Exhibit "C" - Notice Of Quits, Layoffs, And/Or Terminations

Exhibit "D" - Confirmation Of Hiring Slip

Exhibit "E" - Physical Qualification Questionnaire

Exhibit "F" - Underground Work

Exhibit "G" - Notification To Laborers' Union Regarding: Saturday As Straight Time "Make Up" Day, And/Or Workweek Of Other Than Five 8-Hour Days, And/Or Night Work

Exhibit "H" - Notification To Union And To Employees Regarding "Switching" And/Or Substitution Of Holidays

Exhibit "I" - Notification To Union And To Employee Regarding "Davis-Bacon" Project

Exhibit "J" - Certification Of Receipt And Acceptance

Letter of Agreement

Addendum I - Agreement Covering Drugs And Other Controlled Substances On Construction Job Sites In The State Of Hawaii

Addendum II – Residential Market Recovery Program

Section 1. DURATION

This Master Agreement Covering Construction Laborers In The State of Hawaii hereinafter referred to as the "Agreement" shall be binding upon the respective parties effective September 1, 2002 to and including August 31, 2007, and shall be considered as renewed from year to year thereafter unless either party hereto shall give written notice to the other of its desire to modify, amend, or terminate the same. Any such notice must be given by the parties desiring to modify, amend, or terminate the Agreement, at least one hundred eighty (180) calendar days prior to the expiration date, but not more than two hundred ten (210) calendar days prior to the expiration date. In the event such notice is given, and only in such event, negotiations for a new agreement shall commence as soon as possible. If such notice is not given, the Agreement will be deemed to automatically renew for the succeeding year.

Section 2. COVERAGE

2.1 Work Covered

(a) General Provision. The work covered by this Agreement shall be that work coming within the recognized jurisdiction of the Laborers' International Union of North America (as per Exhibit "A," attached hereto and made a part hereof).

(b) Underground Work. As set forth in Exhibit "F," attached hereto and made a part hereof, the work covered by this Agreement shall include Underground Work which falls within the recognized jurisdiction of the Laborers' International Union of North America.

2.2 Employees Covered

(a) The employees covered by this Agreement are those employees of the Contractor employed in the State of Hawaii in the classifications set forth in Exhibit "A" (Classification & Hourly Wage Schedule), as well as in the Classification and Hourly Wage Schedule which is set forth in Exhibit "F" (Underground Work), both of which are attached hereto and made a part hereof, including any additional classifications that may be added thereto pursuant to the provisions of Section 10.5 (New Job Classifications) of this Agreement. Subsequent to the effective date of this Agreement, if the Contractors sign any collective bargaining agreement with any other labor organization that gives away any of the work covered by this Agreement, the parties agree that this Agreement shall take precedence over any such collective bargaining agreement.

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

2.3 Contractors shall assign work covered by this Agreement to bargaining unit employees as defined in Exhibits "A" and "F" of this Agreement. In the event of a dispute as to whether work is covered by this Agreement, the parties shall meet expeditiously and attempt to resolve the issue. If the dispute cannot be resolved by this means, then the provisions of Section 24. (Jurisdictional Disputes) shall apply. If, however, the Contractor misassigns work that belongs to the Laborers' Union members, then the Union shall have the right to file a grievance under Section 22. (Grievance Procedure And Arbitration) notwithstanding any clause herein to the contrary.

Section 3. RECOGNITION

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

3.2 Recognition of Association

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

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

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

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

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

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

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

Section 4. MUTUAL OBLIGATIONS AND RESPONSIBILITIES

4.1 By ratification of this Agreement, the Contractor guarantees that said Contractor will pay specified wage rates, make certain contributions toward employee benefits, and provide certain terms and conditions in return for the services and labor of employees covered hereby.

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

4.3 In line with this, the Union and the Association hereby commit themselves to cooperate with one another in the development of ways, means, and programs that will make for a more efficient, productive, and responsible work force.

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

Section 5. UNION SECURITY

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

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

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

Section 6. AUTHORIZED DEDUCTIONS

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

6.2 In requesting deductions for "assessments," the Union shall restrict such request to assessments assessed on all members of the Union employed by the Contractors covered hereby or signatory hereto on a uniform basis as an incident of membership in the Union.

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

6.4 The Union's per hour dues, and any other deductible amounts which are based on hours worked by an employee, shall be deducted on a weekly basis and shall be transmitted by the Contractor to the Union at the same time as Trust Fund payments are transmitted. The Contractor acknowledges that dues deductions are employee wages and that failure to transmit said dues once deducted is an unlawful retention of monies that do not belong to the Contractor.

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

(a) liquidated damages in the amount of twenty percent (20%) of such delinquent and unpaid dues or twenty dollars ($20), whichever is greater, for each and every delinquent monthly amount,

(b) all audit and collection costs, and

(c) If the delinquency is turned over to an attorney for collection, reasonable attorney's fees and all costs of action. In the event the Contractor fails to comply with a State Joint Board ruling and imposition of penalties, the Union is authorized to seek legal action and enforcement against the Contractor. If the State Joint Board ruling is upheld, the Contractor shall also be liable for the Union's reasonable attorney fees and costs, as well as audit and collection costs incurred due to the delinquency.

6.6 The transmission to the Union of valid checks issued shall be the responsibility of the Contractor. Where one or more checks are not received by the Union in a proper and timely manner, the Contractor may be placed on a "transmittal verification" listing after being verified by the State Joint Board. The State Joint Board shall have a subcommittee composed of the co-chairman to expeditiously make decisions in such cases. The Union shall notify the Contractor, in writing, of such "transmittal verification" listing, and thereafter the Contractor shall transmit checks to the Union by Certified Mail, Return Receipt Requested, until notified by the State Joint Board, in writing, of the removal of the Contractor from the "transmittal verification" list.

6.7 If, during the term of this Agreement, the Union develops and wishes to implement a Plan for the collection of Union dues and assessments through the Vacation and Holiday Fund, then the provisions of this Section 6. (Authorized Deductions), as well as the provisions of Section 14.5 (Vacation and Holiday Fund), shall, upon the approval of the respective Negotiating Committees of the parties hereto and the execution of an appropriate amendment, be amended to incorporate said change.

Section 7. NO STRIKE OR LOCKOUT

7.1 The parties hereto agree that during the term of this Agreement there shall be no lockout by the Contractor nor any strike, stoppage of work, or slowdown on the part of the Union or its representatives or on the part of any employee covered by the terms of this Agreement, except as provided under paragraphs 7.2 and 7.3 below.

7.2 Nothing in this Agreement shall be construed as giving a Contractor the right to require said Contractor's employees to cross a legitimate picket line. A legitimate picket line is one that is not in violation of the law. Employees who exercise their option of refusing to cross a legitimate picket line shall not be disciplined, discriminated against, or suffer any other adverse treatment by the Employer.

7.3 If a Contractor fails to make timely payment to any of the trust funds provided for in this Agreement, OR if such Contractor fails to make timely transmittal of amounts deducted for Union dues, initiation fees, and assessments as provided for under Section 6. (Authorized Deductions), and so long as either of these conditions continue, it shall not be a violation of this Agreement for the Union to withdraw its members from the performance of work for said Contractor. In each case, the Union shall give written notice to the Contractor involved of its intent to withdraw such Contractor's employees, and the Contractor shall be given five (5) working days from receipt of said notice in which to make necessary full payment. If such full payment is not made within said five-day period, the Union shall then be free to withdraw said Contractor's employees and to continue said withdrawal until full payment is made.

7.4 It is mutually understood and agreed that neither the Association, any Contractor, nor the Union shall be liable for damages caused by the acts or conduct of any individual or group of individuals who are acting or conducting themselves in violation of the terms of this Agreement, provided that such action or conduct has not been specifically authorized, participated in, fomented, or condoned by the Association, any Contractor, or the Union, as the case may be.

7.5 In the event of any unauthorized violation of the terms of this Agreement, responsible and authorized representatives of the Union, the Association, or the Contractor, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized persons into compliance with the terms of this Agreement. Such individuals acting or conducting themselves in violation of the terms of this Agreement shall be subject to discipline, up to and including discharge.

Section 8. DISCIPLINE OR DISCHARGE

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

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

8.3 Any discharged employee, other than probationary employees shall be furnished the reason(s) for their discharge in writing within two (2) working days of the effective date of the discharge.

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

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

Section 9. APPRENTICESHIP AND TRAINING

9.1 Joint Apprenticeship Committee

(a) The parties agree to continue the Joint Apprenticeship Committee composed of equal management and Union representation to program and operate a system of apprenticeship and training in conformance with Hawaii and Federal laws.

(b) The training and disciplining of Apprentices shall be governed by the Joint Apprenticeship Committee pursuant to and in accordance with the "Apprenticeship Standards For Laborers In The State Of Hawaii" as registered with the State of Hawaii Department Of Labor and Industrial Relations. The Joint Apprenticeship Committee shall have the authority to act for and on behalf of the Contractor and the Union in all matters relating to the training of an Apprentice, including the taking of disciplinary action against the Apprentice for non-conformance with the Apprenticeship Standards and/or the violation of the rules and procedures as adopted from time to time by the Joint Apprenticeship Committee. All matters relating to the terms and conditions of an Apprentice's employment, including grievances or alleged grievances which arise under this collective bargaining Agreement, shall be handled under the terms of this Agreement.

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

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

Section 10. WAGES

10.1 Wage Schedule

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

(b) The Wage Schedule applicable to Underground Work as set forth in Exhibit "F" (Underground Work) and as attached hereto and made a part hereof.

10.2 Payment of Wages

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

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

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

(d) When an employee is discharged for cause, said employee shall be paid all wages due at the time of discharge. However, if the discharge occurs at a time and under conditions which prevent the Contractor from making immediate payment, then all wages due must be paid to the employee no later than the working day following the discharge.

(e) When an employee quits, said employee shall be paid all wages due no later than the next regular pay day either through regular pay channels or, if requested by the employee, by mail. However, if an employee gives at least five (5) working days' notice of his/her intention to quit, the Contractor shall pay all wages earned and due to said employee at the time of separation.

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

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

10.4 Work On Pacific Ocean Islands Outside The State Of Hawaii. If an employee who has been hired and is otherwise an employee of the Contractor in the State of Hawaii and is required by the Contractor to report to work on any Pacific Ocean Islands outside the State of Hawaii, said employee shall be paid at no less than the wage rates specified in Exhibit "A" (Classification And Hourly Wage Schedule) and Exhibit "F" (Underground Work). The Contractor shall also make payments to the Health & Welfare Trust Fund, the Pension Trust Fund, the Vacation And Holiday Trust Fund, the Annuity Trust Fund; the Training Trust Fund, the Laborers' and Employers' Cooperation and Education Trust Fund and any other fund that may be established during the term of this Agreement on behalf of said employee.

10.5 New Job Classifications

(a) Nothing in this Agreement shall prevent the Association from negotiating or making agreement with the Union covering any new job classifications which falls within the jurisdiction of the Laborers' International Union of North America, but which are not presently covered by this Agreement. If and when such new job classifications are contemplated, authorized representatives of the Association and of the Union shall immediately enter into negotiations to establish proper wage rates for such classification(s).

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

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

Section 11. HOURS AND OVERTIME

11.1 Workweek

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

(b) However, in the event that weather, equipment breakdown, power failure, work stoppage or other labor dispute, accident, leaves for personal time off, illness or injury (excluding legitimate Workers' Compensation claims), and/or any other condition or circumstance which is beyond the control of the Contractor prevents employees from starting work on any one or more of the regularly scheduled Monday through Friday workdays or prevents employees from working a full shift on any of said days, then Saturday, at the Contractor's option, may be scheduled as a make-up day at the employee's regular straight time rate. On said Saturday, the straight time rate shall apply for the employee's first eight (8) hours of work or upon completion of forty (40) straight time hours of work for that week, whichever occurs first; one-and-one-half (1-1/2) times the employee's regular straight time rate for all hours worked thereafter. Saturday make-up days shall be scheduled for a full eight (8)-hour shift.

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

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

condition or circumstance which is beyond the control of the Contractor" is intended to cover situations of a substantive and verifiable nature.

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

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

1st Offense:

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

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

Second Offense:

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

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

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

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

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

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

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

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

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

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

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

11.2 Workday

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

(b) However, if a State law, local ordinance, job specification, or written instruction of the Owner or his/her representative requires that work commence at a later hour, it shall be at the Contractor's discretion as to whether the starting time as provided in paragraph 11.2(a), above, shall apply or whether the starting time as imposed by State law, local ordinance, job specification, or by the aforementioned written instruction shall apply, in either case without payment of overtime or other premium rate. In such situation, the Contractor shall nevertheless afford the affected employees with eight (8) straight time hours of work opportunity (exclusive of meal periods), or pay for same unless the employee quits, voluntarily lays off, or is suspended or discharged prior to the completion of said eight (8) hour period, or the Contractor is unable to provide such work due to weather conditions, equipment breakdown, power failure, accident, suspension of work by written order of the contracting agency, or other reason outside of his/her control.

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

11.3 Overtime

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

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

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

[b] in excess of nine (9) straight time hours, Monday through Thursday, and four (4) hours on Friday where such a workweek has been scheduled by mutual written agreement between the Contractor and the Union pursuant to the provisions of paragraph 11.1(f)(2) of this Section 11.

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

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

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

make-up day or after the completion of forty (40) straight time hours of work for that week, whichever occurs first.

(5) All work performed on Sundays.

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

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

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

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

11.4 Meal Period

(a) An employee covered by this Agreement shall be afforded a meal period of at least thirty (30) minutes to begin within the period from the third (3rd) through the fifth (5th) hour of a shift. If an employee is required to work more than five (5) hours without starting a meal period, said employee shall be paid at one-and-one-half (1-1/2) times said employee's regular straight time rate of pay for all time worked after said fifth (5th) hour until such time as said employee is afforded the opportunity to eat.

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

(1) If working at one-and-one-half (1-1/2) times the employee's regular straight time rate of pay, said employee shall receive two (2) times the regular straight time rate of pay for all time worked after said fifth (5th) hour until such time as said employee is afforded the opportunity to eat.

(2) If working at a triple-time rate, he/she shall receive three-and-one-half (3-1/2) times his/her regular straight time rate for all time worked after said fifth (5th) hour until such time as he/she is afforded the opportunity to eat.

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

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

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

11.5 Show-Up Time

(a) Employees or qualified applicants ordered to report to work at a jobsite for whom no employment is provided shall be entitled to one (1) hour's pay unless prevented from working for reasons beyond the control of the Contractor (including inclement weather).

(b) In the event the Contractor requires or requests an employee to remain on the job for thirty (30) minutes past the employee's normal starting time pending possible abatement or cessation due to inclement weather or other causes which prevented work from starting, the employee will not be paid any show up time. Said waiting time (i.e., "standby time") shall not be considered as hours worked for purposes of making Contractor contributions to the various Trust and other Funds as provided for in this Agreement; provided, however, that if, after standing-by, said employmee is put to work, then said waiting time (standby time) shall be counted as hours worked for the purpose of making Contractor contributions to the various Trust and other Funds as provided for in this Agreement

(c) In the event the employee starts work, but such work is subsequently shut down by reason of inclement weather, equipment breakdown, power failure, or fatal accident, said employee shall be paid for actual time worked, but in no case shall that payment be less than one (1) hour's pay at the employee's regular straight time rate of pay.

11.6 Shift Work

(a) Two-Shift Operation

Where a two-shift operation is scheduled, an employee's first eight (8) hours of work per day on his/her shift (exclusive of meal period) shall be paid for at said employee's regular straight time rate; provided, however, that where a two-shift operation is scheduled on the basis of a workweek of four (4) consecutive ten (10)-hour days, then the straight time rate shall be paid for the employee's first ten (10) hours of work per day on his/her shift (exclusive of meal period).

(b) Three-Shift Operation

(1) Where a three-shift operation is scheduled, an employee's first eight (8) hours of work per day on his/her shift (exclusive of meal period) shall be paid for at said employee's regular straight time rate. The length and schedule of working hours on any shift (whether 8, 7-1/2, or 7 hours) shall be as determined and scheduled at the Contractor's option; provided, however:

[a] that on each shift (whether scheduled on an 8, 7-1/2, or 7 hour basis), the Contractor shall nevertheless afford the affected employees with eight (8) straight time hours of work opportunity (exclusive of meal periods) or pay for same, unless the employee quits, voluntarily lays off, or is suspended or discharged prior to the completion of said eight (8) hour period, or the Contractor is unable to provide such work due to weather conditions, equipment breakdown, power failure, accident, or other reason outside of his/her control, and

[b] that where shifts of less than eight (8) straight time hours are scheduled and worked, Contractor payments to the Trust and other Funds as provided for in this Agreement shall be at eight (8) hours.

(2) Where a three (3)-shift operation is scheduled on the basis of a workweek of four (4) consecutive ten (10)-hour days, then the straight time rate shall be paid for the employee's first ten (10) hours of work per day on his/her shift (exclusive of meal period).

(c) Applicable To Both Two-Shift and Three-Shift Operations. On shift work: (1) employees working a shift who come off work on Saturday morning are to be considered working Friday; (2) employees working a shift coming off work on Sunday morning are to be considered working Saturday; and (3) employees working a shift coming off work on Monday morning are to be considered working Sunday.

11.7 Night Work

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

(b) By use of the notification form attached hereto as Exhibit "G" (or by other written means which provides the same information as that set forth in Exhibit "G"), the Contractor will notify the Union whenever he/she schedules night work pursuant to the above provisions. This notification is for informational purposes only (monitoring and record-keeping), it being specifically understood and agreed that advance approval by the Union of such scheduling is not required.

11.8 Wages On Day Of Injury

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

(b) The Contractor shall be responsible to either call an ambulance, or transport the employee to a physician or emergency facility immediately upon being notified of those industrial accidents requiring medical treatment from a health care facility.

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

11.9 Emergency Call-Out

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

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

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

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

Section 12. TEMPORARY TRANSFER

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

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

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

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

Section 13. HOLIDAYS

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

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

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

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

Labor Day

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

13.3 "Switching" And/Or Substitution Of Holidays

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

Kamehameha Day
Fourth of July
Thanksgiving Day

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

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

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

Section 14. EMPLOYEE BENEFITS AND CONTRACTOR PAYMENTS

14.1 General Provisions

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

(b) Coverage Of Employees of The Union, The Hawaii Laborers' Training Center, The Trust Fund Administrative Office And/Or Any of The Trust Funds. If the Union, the Administrative Office (if one should be established), The Hawaii Laborers' Training Center or any of the Trust Funds as established under this Agreement chooses to cover their employees under any of the Trust Funds listed below, its contributions to said Fund(s) shall be made in the same manner and under the same conditions as set forth in Section 14.9 (Contractor Payments) of this Agreement, but shall be computed on a monthly basis, as follows: applicable hourly rate of contribution times 173 hours per month.

(c) Benefit Contributions For Foreperson. Contractor contributions to the various Trust Funds as provided for in this Section 14. (Employee Benefits And Contractor Payments) shall be made on behalf of Forepersons covered by this Agreement in the same amount and in the same manner as for all other employees covered by this Agreement.

14.2 Health & Welfare Fund

(a) Each Contractor shall participate in the Hawaii Laborers' Health And Welfare Fund (hereinafter referred to as the "Health & Welfare Fund") under the terms and conditions as set forth in the "Agreement And

Declaration Of Trust Establishing Hawaii Laborers' Health And Welfare Trust" as executed December 28, 1977 and as it may be amended in the future.

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

Effective September 3, 2002:	$4.30 per hour
Effective September 1, 2003:	4.55 per hour
Effective August 30, 2004:	4.80 per hour
Effective August 29, 2005:	5.05 per hour
Effective September 4, 2006:	5.25 per hour

14.3 Pension Fund

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

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

Effective September 3, 2001:	$1.30*

*The Pension contribution of $1.30, effective September 3, 2001, is currently being temporarily diverted; $1.16 to the Annuity Fund and $.14 to the Training Fund.

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

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

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

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

(4) No increase or improvement of Fund benefits shall take effect until the Union and the Contractor bargaining committee both approve said increase or improvement. This prohibition shall include, but not be limited to, i) amendments which increase the amount of any factor used to calculate benefits including the service crediting rules, ii) amendments which affect the eligibility for existing benefits, and iii) amendments which add benefits such as one time payments or increase benefits in payment status, whether related to the cost of living or not. It is understood that the Trustees

would continue to make appropriate recommendations to the bargaining parties regarding amendment to the pension plan, including benefit increases, but that the bargaining parties must approve such action by mutual agreement. For the purposes of this subsection (4) both the Union and the Contractor bargaining committee shall each separately establish their own internal procedure for determining how each of their respective entities shall approve or reject Fund Trustee recommendations for an increase or improvement of Fund benefits.

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

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

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

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

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

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

In the event a mutual agreement concerning the foregoing written plan cannot be reached, either the Union or the Contractor bargaining committee may take the issue in dispute directly to arbitration under the provisions of Section 22. of this Agreement, (Grievance Procedure And Arbitration).

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

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

(g) Pension Funding for Laborers/Underground Laborers. In the event the trustees are notified by the Pension Fund Actuary that an hourly contribution is once again needed to fund the Pension Fund's benefits (covering Laborers/Underground Laborers/Light Clean-Up (Janitorial) Laborer/Watchman and/or Maintenanceman, Guard, Security and Safety Men) in accordance with the Pension Fund Trustees' funding policy, needed to avoid ERISA Minimum Funding problems, or needed to reduce or avoid the creation of Unfunded Vested Liabilities, the trustees shall notify the negotiating parties. The negotiating parties shall meet and agree that all or part of the hourly contribution amount being transferred on September 3, 2001 will be reverted back to the Pension Fund.

14.4 Annuity Fund

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

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

Effective September 3, 2001: $5.17 per hour*
*Currently receiving $1.16 of temporarily diverted Pension Funds.

14.5 Vacation And Holiday Fund

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

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

Effective September 3, 2002: $1.95 per hour

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

(d) Interest earned on Vacation And Holiday Funds as deposited by the Administrative Office in accordance with the directions and actions of the Trustees shall be transferred to a revolving account which shall be used to pay Trustee-approved expenses for implementing and administering the Vacation And Holiday Fund.

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

(f) The respective Negotiating Committees of the parties hereto are hereby authorized to change, at any time during the term of this Agreement, the Vacation And Holiday Fund to a Fund Manager-administered type of program, thus eliminating the need for Contractor and Union Trustees (or the current number of thereof) and the expenses relating thereto. Any such changes shall comply with all State of Hawaii and Federal laws, rules and regulations and shall only be made if it will result in lesser overall expenses to the Vacation And Holiday Fund than at present (i.e., no loss of benefits to any employee covered hereby). Should such a change be made, the provisions of this Section 14.5 which may be affected by

said change shall be deemed as automatically and simultaneously amended effective as of the date such change is made.

14.6 Training Fund

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

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

Effective September 3, 2001:	$0.73 per hour*
Effective September 1, 2003:	.78 per hour*
Effective August 29, 2005:	.83 per hour*

*Currently receiving $.14 of temporarily diverted Pension Funds.

14.7 Hawaii Laborers' and Employers' Cooperative Education Trust Fund

(a) Each Contractor shall participate in the Hawaii Laborers' and Employers' Cooperation and Education Trust Fund (hereinafter referred to as LECET fund) under the terms and conditions of the Trust Agreement Establishing the Hawaii Laborers' and Employers' Cooperation and Education Trust Fund, executed June 8, 1993, but effective December 1, 1993, and as said Trust Agreement may be amended.

(b) Effective as of the date(s) listed below, the Contractor shall contribute to the LECET fund for each hour worked by such employee covered by this Agreement the following amounts:

Effective August 30, 1999:	$0.20 per hour

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

14.9 Contractor Payments

(a) Transmittal Of Contributions

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

(2) A consolidated transmittal and report form as provided by the Administrative Office, showing, among other things, the monthly total of hours worked by each employee covered by this Agreement, shall be submitted each month and accompany such payment, if any.

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

(b) Information and Audit. Each Contractor shall provide the appropriate Trustees or their authorized representative(s) with information and records necessary to carry out the purposes of and in connection

with the proper administration of the various Funds and shall permit an audit of the Contractor's payroll records by authorized representative(s) of the Administrative Office or the Trustees to ascertain whether all contributions due have been paid. Every Contractor shall maintain records in the State of Hawaii with respect to each of the Contractor's employees covered by the collective bargaining agreement sufficient to determine the benefits due or which may become due to such employees.

(1) The transmission to the various trust funds of valid checks issued shall be the responsibility of the Contractor. Where one or more checks are not received by the various trust funds in a proper and timely manner, the Contractor may be placed on a "transmittal verification" listing after being verified by the State Joint Board. The State Joint Board shall have a subcommittee composed of the co-chairman to expeditiously make decisions in such cases. The various trust funds shall notify the Contractor, in writing, of such "transmittal verification" listing, and thereafter the Contractor shall transmit checks to the various trust funds by Certified Mail, Return Receipt Requested, until notified by the State Joint Board, in writing, of the removal of the Contractor from the "transmittal verification" list.

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

(d) Delinquent Contributions and Collections

(1) When any Contractor's contributions to any of the Trust Funds provided for under this Agreement are not paid or postmarked and mailed by the 25th day of the month immediately following the month for which the contributions are due, such contributions are delinquent and the Contractor shall be deemed to be in violation of this Agreement and the aforementioned Trust Agreements. The Trustees, on behalf of the Trust Funds, are authorized to bring whatever legal action deemed necessary to recover delinquent Trust Fund contributions, liquidated damages and interest including but not limited to the institution of any action against a Contractor, surety or co-obligor to recover monies owed by the delinquent Contractor to the Trust Funds and to the assertion, perfection and foreclosure of any lien rising from the providing of labor by employees of the delinquent Contractor. A Contractor responsible for such delinquent contributions shall pay to each respective Fund:

[a] The unpaid contributions,

[b] Interest on the unpaid contributions at the rate of twelve percent (12%) per annum or the rate prescribed under Section 6621 of the Internal Revenue Code of 1954, as amended, whichever is greater, provided, however, that should such delinquent Trust Fund contributions be paid in a timely fashion as provided for herein, no interest shall be charged. Interest shall be computed from the first (1st) day following the month for which Trust Fund contributions are owed,

[c] An amount equal to the greater of:

(i) Interest on the unpaid contributions, or

(ii) Liquidated damages in the amount of twenty (20) percent of such delinquent and unpaid contributions due to each respective Fund or twenty dollars ($20) whichever is greater, for each and every delinquent monthly contribution.

[d] All audit and collection costs, and

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

amended, together with all other reasonable expenses incurred in connection with such suit or claim including any appellate proceedings therein.

(2) The amount specified in subsection 14.9(d)(1)[c](ii), above, shall be due and payable to each respective Fund upon the day immediately following the date such contribution becomes delinquent and shall be in addition to the total amount of the delinquent contributions. Said amount is payable as and for liquidated damages, and not as a penalty, in that the failure of the Contractor to make the required timely payment of contributions imposes additional burden and expenses upon the Trustees in the collection thereof; in the administration of the Trust Funds, including but not limited to the processing of late contribution reports, correspondence and other communication with said Contractor; and, in addition thereto may cause a loss of benefits to employees, and loss of benefit of the use of the amounts required to be paid, all of which are difficult to accurately ascertain.

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

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

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

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

Section 15. OTHER FUNDS

15.1 Hawaii Construction Industry Improvement Program

(a) Each Contractor covered hereby shall contribute $.03 per hour to the Hawaii Construction Industry Improvement Program for each hour worked by each employee covered by this Agreement. Said payments shall be made in the same manner as set forth in Section 14.9 (Contractor Payments) of this Agreement.

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

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

(d) The above is a Management add-on item (that is, it was added by Management after settlement of the wage and benefit "package" as contained in this Master Agreement). It therefore does not in any way constitute a deduction from or loss to any employee covered by this Agreement. In that light, the Associations acting in concert shall have the right at any time and at their discretion to increase or decrease the rate of contribution to the Fund or to discontinue said Fund; and upon notice to the Union of any such action, the provisions of this Section 15.1 shall be deemed as automatically amended (or deleted, as the case may be) from this Agreement.

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

(a) In order that the various provisions of this Agreement may be properly interpreted and administered and grievances or alleged grievances relating thereto may be processed in an expeditious manner, and in order that Management participation in and monitoring of the Employee Benefit Trust Funds as provided under Section 14. of this Agreement (namely: Health And Welfare Fund, Pension Fund, Annuity Fund, Vacation And Holiday Fund, Training Fund, and Laborers' and Employer's Cooperative and Education Fund) may be economically, competently, and centrally coordinated, each Contractor signatory to this Agreement shall pay to the General Contractors Labor Association (to the Building Industry Labor Association by those signatories who are members of that Labor Association) for the negotiation and administration of the Agreement on their behalf a fee of $.03 per hour for all hours worked by employees covered by this Agreement.

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

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

15.3 Hawaii Construction Industry Association (HCIA). The contribution to HCIA shall be two cents ($.02) for each hour worked by each employee.

Section 16. WORKING RULES

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

16.2 Tools

(a) The Contractor shall provide on each jobsite a secure place where his/her employees may keep their tools. If all or part of an employee's kit of working tools is lost by reason of the failure of the Contractor to provide such a secure place, or fire, floods, or theft involving forcible entry while in a secure place designated by the Contractor, the Contractor shall reimburse such employee for any such loss over fifty dollars ($50) up to a maximum of one hundred dollars ($100). In order to obtain the benefits of this paragraph, an employee must provide the Contractor with an inventory of his/her tools at the time the employee first reports for work and an additional inventory once annually. The employee's tools shall be subject to periodic check by the Contractor and/or his/her authorized representative.

(b) Except where the claim for reimbursement (pursuant to the conditions and amounts set forth in Section 16.2(a)) is disputed by the Contractor, said reimbursement shall be made to the employee at the time said claim is submitted to the Contractor.

(c) At the Contractor's discretion, the Contractor may provide a list of tools not to exceed one hundred dollars ($100) which each employee is required to have. If the Contractor provides such a list, the employee shall be reimbursed only for items on the list and said reimbursement shall be made to the employee at the time such claim is submitted to the Contractor. The employee's tools shall be subject to periodic check by the Contractor and/or an authorized representative of the Contractor.

(d) Tools of the trade shall be (the Laborer will supply his/her own tools except for light clean-up [janitorial] crews which will supply only what is required): (a) hard hat, (b) construction safety shoes, (c) claw hammer, (d) crowbar (36-inches long), and (e) calf-high rubber boots.

(e) If an employee has lost his/her tools by reason of fire or theft by forcible entry as referenced in Section 16.2(a) and the Contractor does not allow the employee to work without such tools or any part of them, the Contractor shall allow such employee a reasonable amount of paid time during working hours to obtain replacement tools. Failure thereupon or failure on the part of an employee for any other reason to have the required tools on the job shall subject said employee to discipline which may include discharge.

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

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

16.3 Safety And Protective Devices

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

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

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

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

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

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

(1) Whenever toxic chemicals are sprayed or applied to either the ground or construction materials, the Contractor shall conduct a meeting to inform all employees of the specific chemical to be used, the dangers of said chemicals, and the safety precautions required. In every instance, employees shall be furnished with proper safety equipment prior to working.

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

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

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

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

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

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

(m) Excluding watchmen, no employee shall be required to perform jobsite work after sunset or before sunrise unless the employee is accompanied by another individual.

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

16.4 No Piece Work, Contract Work, or Moonlighting

(a) No Piece Work Or Contract Work

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

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

(b) No Moonlighting

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

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

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

(c) Violations Of This Subsection

(1) Each occurrence of an alleged violation of Section 16.4(a) and/or 16.4(b) above, by either a Contractor signatory to this Agreement or an employee covered under this Agreement shall be processed under Section 22.3 (Grievances Subject To An Expedited Hearing). Should the State Joint Board find that a violation of Section 16.4, paragraphs (a) and/or (b) has in fact occurred, the violator shall be subject to the following fines:

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

(2) An employee found to be in violation of Section 16.4(a) and/or 16.4(b) above, may, in addition to the aforementioned fines, be subject to the provisions of Section 8. (Discipline Or Discharge) by the Contractor for whom such employee is working.

16.5 Clean-up Time and Tool Pick-up Time. An employee shall be allowed not less than five (5) minutes or more than ten (10) minutes for tool clean-up prior to quitting time when working with concrete or with the Masons (Blocksetters) or other "mud trades."

Section 17. TRANSPORTATION

17.1 Transportation

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

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

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

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

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

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

(g) If the Contractor does not provide suitable transportation from his/her shop/permanent yard/staging area/pickup points to the job site pursuant to the provisions of paragraphs (b) and (d), above, then the employee or employees who drive their own vehicles to the job site will be entitled to a mileage allowance of thirty-two-and-one-half-cents (32.5¢) per mile for miles traveled to the job site, computed from the employee's home or from the Contractor's shop/staging area/permanent yard, whichever distance is shorter. If, during the term of this Agreement, the Internal Revenue Service (I.R.S.) increases the allowable mileage allowance above thirty-two-and-one-half-cents (32.5¢) per mile, then the mileage allowance provided above shall be increased by the same amount as the I.R.S. increase effective as of the first Monday of the second month following the date on which the I.R.S.'s announcement of the increase is first published in the Federal Register.

(h) Any question as to whether the Contractor is or is not meeting the requirements of this Section 17.1. (Transportation) shall be processed and determined through the grievance procedure as provided under Section 22. (Grievance Procedure And Arbitration).

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

17.3 Other

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

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

Section 18. PARKING EXPENSES

18.1 If there is no free parking available within 2,000 feet of said jobsite, then the Contractor shall reimburse employees at the lowest parking rate available within said 2,000 foot area, provided that the employee presents a signed and dated receipt for each parking expenditure. The Contractor, may, however, at his/her option, furnish transportation from a designated parking area where parking is free to and from the jobsite, rather than reimburse the employees for such parking expenditure.

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

Section 19. SUBSISTENCE AND TRAVEL

19.1 Subsistence And Travel

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

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

(c) While traveling to and from said island on a regular workday, the employee will receive his/her regular straight time rate of pay not to exceed eight (8) hours in any one twenty-four (24)-hour period, including time worked. If work is not provided for the employee at the time of his/her arrival at his/her destination, he/she shall nevertheless be paid eight (8) straight time hours.

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

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

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

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

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

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

Effective August 26, 1996:	$26.00 per day
Effective September 2, 2003:	28.00 per day
Effective August 30, 2004:	31.00 per day

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

Effective August 26, 1996:	$47.50 per day
Effective September 2, 2003:	49.50 per day
Effective August 30, 2004:	52.50 per day

*NOTE: *The term "room" as used in paragraphs 19.1(g)(1) and 19.1(g)2), above shall NOT include the living room, but shall include an enclosed den which may be used by one employee provided it affords the same degree of privacy as a bedroom.*

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

(i) Where a camp set-up which meets County and State Department Of Health standards is being made available, the employee must utilize those facilities. If the employee does not, he/she shall not be entitled to any meal allowance or subsistence allowance. A Camp Committee shall be established with representatives from each trade to set-up camp rules and to coordinate recreational and/or other activities.

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

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

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

(m) In the event an employee is injured or becomes ill and a duly-licensed medical physician certifies that said employee's condition requires that he/she be returned to his/her home island, the Contractor shall pay for the cost of said return transportation. This shall not apply, however, to an employee whose injury or illness is caused by his/her own misconduct while off duty.

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

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

(a) When an employee who is a bona fide resident of any Neighbor Island is required by the Contractor to live away from home elsewhere on the same Island for one (1) calendar week or less, the Contractor shall make arrangements to provide for meals and lodging of good quality (no more than two (2) persons to a room*) at facilities designated by the Contractor. The employee may, however, request to receive

either a meal allowance or subsistence allowance in the same manner as specified in paragraphs 19.1(g)(2) and 19.1(g)(3), above, in lieu of the arrangements offered by the Contractor. If an employee wishes to exercise this option, the employee must indicate his/her choice at the time he/she is notified of the travel requirements and must sign an appropriate form. The determination of whether to provide meals and lodging or the applicable allowance rests with the Contractor.

(b) If an employee who is a bona fide resident of any Neighbor Island is required by the Contractor to live away from home elsewhere on the same Island for more than one (1) calendar week, the Contractor shall be required to provide either:

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

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

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

*NOTE: *The term "room" as used in paragraphs 19.2(b)(1) and 19.2(b)(2), above, shall NOT include the living room, but shall include an enclosed den which may be used by one employee provided it affords the same degree of privacy as a bedroom.*

(c) Except as provided in paragraph 19.2(d), immediately below, the employee may request to receive a subsistence allowance as specified in paragraph 19.1(g)(3), above, in lieu of meals and lodging to be provided by the Contractor. If an employee wishes to exercise this option, the employee must give the Contractor advance written notice.

(d) Where a camp set-up which meets County and State Department of Health standards is being made available, the employee must utilize those facilities. If the employee does not, he/she shall not be entitled to any meal allowance or subsistence allowance. A Camp Committee shall be established with representatives from each trade to set-up camp rules and to coordinate recreational and/or other activities.

(e) Such meals and lodging or the applicable allowance, as the case may be, shall be provided for five (5) days a week; provided, however, that where said employee is required by the Contractor to work a six (6)- or seven (7)-day workweek, said employee shall receive meals and lodging or the applicable allowance, as the case may be, for said six (6) or seven (7) days. Where the work is scheduled by the Contractor on the basis of four (4) nine (9)-hour days (Monday through Thursday) plus four (4) hours on Friday, then meals and lodging or the applicable allowance, as the case may be, shall be provided for four (4) days (Monday through Thursday) plus fifty percent (50%) of the meal allowance amount specified in paragraphs 19.1(g)(2), above, to cover the employee's breakfast and lunch on Friday.

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

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

(h) Such meals and lodging or the applicable allowance, as the case may be, shall automatically cease in the event the employee quits, refuses to work, or is suspended or discharged for cause prior to the completion of the work project.

Section 20. ACCESS TO COMPANY PREMISES

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

Section 21. UNION STEWARD

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

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

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

21.4 It is specifically understood that said Union Steward(s) shall not under any circumstances leave the project to which he/she has been assigned in order to perform his/her Steward duties of such Union Steward(s) during the standard workday; provided, however, the before stated provision shall not be applicable to the period(s) provided under Section 11.4 (Meal Period).

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

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

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

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

Section 22. GRIEVANCE PROCEDURE AND ARBITRATION

22.1 General Provisions

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

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

(2) a complaint filed by any Contractor or by the Association (for itself or on behalf of any Contractor) alleging a violation of Section 7. (No Strike Or Lockout) or a refusal by the Union to refer employees to the Contractor in accordance with the provisions of Section 26. (Job Placement Regulations) to a Contractor who is not delinquent in the payment of Trust Fund or other financial obligations under this Agreement.

(b) Except for grievances which are subject to an Expedited Hearing (as provided for under paragraph 22.3, below), grievances shall be presented to the Contractor (or to the Union, as the case may be) allegedly at fault within twenty (20) working days after the alleged violation occurred or first became known to the grieving party; provided, however, that in cases of discharge, the grievance shall be submitted within ten (10) working days of the discharge. The time limit for grievances involving discharge shall not commence until such time as the Contractor provides a written reason for the discharge as provided in Section 8.3. Failure to present the grievance shall be deemed as a waiver of remedy.

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

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

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

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

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

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

(c) Third Step (State Joint Board)

(1) If the matter is not settled through informal discussion between the Union and the Contractor's President/General Manager (or his/her authorized representative) within five (5) working days after receipt by said President/General Manager (or his/her authorized representative) of the aforementioned written presentation, the Union, if it wishes to pursue the matter further, shall submit the grievance, as previously set forth in writing, to the State Joint Board. Such submittal to

the State Joint Board must be made no later than five (5) working days after the expiration of the five (5)-working day period as specified above in which the Contractor's President/General Manager (or his/her authorized representative) has to review the grievance.

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

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

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

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

(d) Fourth Step (Arbitration)

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

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

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

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

back pay award is made, wages received from any other employment or any sums received as unemployment compensation while the discharge or suspension was in effect shall be deducted by the Arbitrator in determining the amount of the award.

22.3 Grievances Subject To An Expedited Hearing

(a) The following grievances shall be subject to an Expedited Hearing at the election of the grieving party:

(1) a complaint filed by the Union alleging a violation of Section 7. (No Strike Or Lockout), Section 25. (Application To Subcontractors), Section 26. (Job Placement Regulations), or a Contractor using an alter-ego or other disguised, related entity (including but not limited to alter egos and single/joint employers) to avoid the obligations of this Agreement, and

(2) a complaint filed by a Contractor or by the Association (for itself or on behalf of any Contractor) alleging a violation of Section 7. (No Strike Or Lockout) or a refusal by the Union to refer employees to the Contractor, in accordance with the provisions of Section 26. (Job Placement Regulations), who is not delinquent in the payment of Trust Fund or other financial obligations under this Agreement.

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

(c) The State Joint Board shall convene within two (2) working days after it receives the aforementioned written submittal, unless otherwise mutually agreed to in writing by both parties.

Section 23. STATE JOINT BOARD

23.1 Appointment Of Representatives

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

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

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

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

(c) Qualifications of Representatives. Persons appointed by the Union must be members in good standing of the Union and/or the collective bargaining representatives of the Union. Persons appointed by the Associations for and or on behalf of the Contractors shall consist of current and regular employees of the Contractors, retired employees of the Contractors, and/or the collective bargaining representatives of the Associations.

23.2 Scope and Authority

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

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

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

(3) to impose a fine or other penalty (the amount of which shall, if not specifically set forth in this Agreement, be reasonably related to the nature and extent of the violation. In the event of a violation of Section 2. (Coverage), the Board may award wages and benefit payments to bargaining unit members who were denied work due to improper work assignment) on the Contractor, the Union, or any employee who was found to have violated the specific provisions listed below, unless the violation was caused by reasons beyond the control of the party found to be in violation:

[a] Grievances subject to an Expedited Hearing as listed in Section 22.3,

[b] Section 5.3 (Union Security) (i.e., failure by the Contractor to discharge employee for failure to pay Union dues),

[c] Section 6.3 and 6.4 (Authorized Deductions) (i.e., failure on the part of a Contractor to make timely transmittal of amounts deducted for Union dues, initiation fees, and assessments as provided for under the aforesaid paragraphs 6.3 and 6.4),

[d] Violation of Section 2. (Coverage) (i.e., improper assignment of work covered by this Agreement) where the Board determines that the work is properly covered under this Agreement (pursuant to Exhibits "A" and "F", attached thereto) and the Contractor did not comply with the provisions of Section 2. (Coverage).

(4) in the case of complaints, problems, and/or allegations that a Contractor has misused or abused the provisions of Section 11.1.(b) or Section 11.1(f)(3) and/or the provisions of Section 11.1(f)(1) and 11.1(f)(2) (relating to the scheduling of a workweek of other than five (5) eight (8)-hour days), the Board shall, on a Contractor's second upheld charge before the Board involving the same or similar matter, be empowered to impose a fine or other penalty on said Contractor, including an order that said Contractor pay the applicable overtime rate to the employees affected for the work performed. If a fine is imposed, it shall be paid as set forth in paragraph 23.2(a)(5), below.

(5) In the case of grievances subject to an Expedited Hearing, namely: alleged violation of any of the provisions listed in Section 22.3 (Grievances Subject To An Expedited Hearing), to impose a fine or other penalty (the amount of which shall be reasonably related to the nature and extent of the violation) on the Contractor, the Union, or any employee who was found to have violated the specified Section(s) indicated, unless the violation was caused by reasons beyond the control of the party found to be in violation. If imposed, any such fine or penalty shall be paid to the Aloha United Way on behalf of the Union.

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

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

23.4 Quorum

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

(b) The Board may act in writing without a meeting upon any matter which may properly come before it, provided such action has the affirmative concurrence in writing of at least three (3) Contractor Board members and three (3) Union Board members, and provided further that a copy of such written concurrence shall be forthwith mailed to each non-participating Board member.

23.5 Voting

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

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

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

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

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

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

Section 24. JURISDICTIONAL DISPUTES

24.1 The parties hereto agree that there shall be no lockout by the Contractor, nor any strike, stoppage of work, or slowdown on the part of the Union or its representatives or on the part of any employee covered by this Agreement over jurisdictional disputes.

24.2 In the event of a jurisdictional dispute over any work being performed or to be performed involving any union, the Union, the Contractor, the Associations, and other union or unions involved shall meet within three (3) working days of the date of the jurisdictional dispute first coming to the attention of any of the parties hereto to amicably resolve the jurisdictional dispute.

24.3 If the parties aforementioned cannot or do not resolve said dispute within two (2) working days after the aforesaid meeting, then the dispute will be referred to the respective International Unions for resolution.

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

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

Section 25. APPLICATION TO SUBCONTRACTORS

25.1 Subcontracting of Work Covered by this Agreement. If a Contractor decides to subcontract construction work covered by this Agreement (pursuant to Exhibits "A" and "F" attached hereto), to be done at the site of construction, the Contractor shall subcontract the work only to a subcontractor who is currently signatory to a collective bargaining agreement with the Laborers' Union. If the Contractor performs swimming pool work with his own forces, he shall assign such work to employees covered by this Agreement.

25.2 Three Bid Rule for Specialty Work. The three bid rule for Chain Link Fencing Work, Swimming Pool Work (Including Gunite/Shot Crete Work in the Swimming Pool), Outside Window Washing, Ground and Soil Treatment Work, Work as Gardeners and/or Horticulture/Landscape Laborers shall continue as covered in the 1998 to 2002 master agreement. Effective March 1, 2003, these provisions shall be discontinued.

25.3 The parties recognize that the change in this rule can have a significant impact on the ability of Contractors to compete against non-union contractors. Both parties pledge to be cooperative in an attempt to minimize that impact and not to create situations where unionized contractors lose bids to non-union contractors due to this provision.

25.4 For Neighbor Island Landscape and Chain Link Fencing Only. Effective March 1, 2003, if a Contractor does not receive a responsive bid from a union sub-contractor, (responsive is defined as no more than 20% above the lowest bid), the contractor will notify the Union. If the Union sub-contractor still cannot make a responsive bid or if there are no union bidders, the contractor will be allowed to use a non-union sub contractor.

25.5 If a contractor is bidding against a non-union contractor, the contractor will notify the Union. The Union will respond expeditiously. The intent is that if the contractor is in danger of losing the entire bid, then approval for the use of a non-union subcontractor will not be unreasonably withheld. It is recognized that there are situations where sub-contractors submit bids at the last minute creating a difficult situation for the contractor. The Union pledges to cooperate in working with the contractor in these situations.

25.6. Provide for a reopener March 1, 2005. If insufficient sub-contractors are available or if the entire program has created situations where contractors have lost bids to non-union contractors, the parties shall discuss new solutions. If no new solutions can be mutually agreed upon, the 3 bid rule will be reinstated in those specialties that have created the problems.

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

Section 26. JOB PLACEMENT REGULATIONS

26.1 General Provisions

(a) For the purposes of this Section 26. (Job Placement Regulations), it is the intent of the Union, in its operation and in its conduct as it pertains to these Job Placement Regulations, that the provisions of this Section 26. shall not be in contravention of any laws, rulings, or regulations in the requirement of such signatory parties to this Agreement to maintain compliance with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1964, or any such applicable laws, rulings, or regulations to these Job Placement Regulations. Should industry-wide policies or programs be developed addressing the Drug-Free Workplace Act, or Sexual Harassment, such signatory parties hereto shall promptly enter into negotiations concerning the substance of such industry-wide policies or programs thereof as they may be applicable to these Job Placement Regulations.

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

(c) When a Contractor performs any work as set forth or otherwise covered in this Agreement, such Contractor shall hire employees and applicants for employment in accordance with the provisions of Exhibit "A," Exhibit "F," and Section 26. of this Agreement to perform such work in accordance with the provisions of this Agreement.

(d) The Contractor shall secure all employees and applicants for employment required by these Job Placement Regulations of this Agreement to be employed for the performance of any work set forth or otherwise covered in this Agreement through the Job Placement Center of the Union subject to Exhibit "A" and Exhibit "F" of this Agreement.

(e) When making requests to the Job Placement Center, the Contractor will provide all information as is necessary for the Job Placement Center to fully complete the dispatch slip, including the classification. Any member or applicant for employment so dispatched who does not possess the qualifications to perform the work for which such member or applicant is dispatched shall not be eligible for show-up pay.

(f) Satisfactory and competent laborers will be furnished in accordance with the provisions of this Agreement within forty-eight (48) hours (not including Saturdays, Sundays and holidays) of the time they are requested if they are available and in the event they cannot be or are not furnished within such period, the Contractor may employ any person(s) but shall arrange for a dispatch to be obtained for such

person(s) from a Job Placement Center of the Union within twenty-four (24) hours of the commencement of such employment and such dispatch shall upon request be issued to the employee(s).

26.2 Classification of Members and Applicants

(a) For the purpose of these Job Placement Regulations, "employment credit" means 300 pension hours as reported to the Hawaii Laborers' Pension Trust Fund by reason of employment in any one or more classifications covered by this Agreement, including, but not limited to those set forth in Exhibit "A" and Exhibit "F" of this Agreement on the type or kind of craft work covered by this Agreement.

(b) Subject to the limitations in the paragraph above: Hours worked or hours reported to another Pension Plan by reason of on-site work in the area covered by the Pension Trust Fund for laborers and which are established by any objective criteria (other pension records, letter[s] from Contractors, etc.) shall be equated to 300 pension hours as are reported to the Hawaii Laborers' Pension Trust Fund and as so equated shall be an Employment Credit.

(c) An employee who has attained "B" status and enters military service shall continue to accrue Employment Credit at the rate of one (1) credit per year for each year of military service, provided such employee receives an honorable discharge.

(d) For the purpose of these Job Placement Regulations, only, the members and applicants shall be classified as follows:

(1) Class "A" - Persons who have earned one (1) employment credit or more in each of three (3) consecutive calendar years shall be classified Class "A" as soon as can be determined from the end of such third (3rd) consecutive calendar year.

(2) Class "B" - Persons who have earned one (1) employment credit or more in a calendar year shall be classified Class "B" as soon as can be determined from the end of such calendar year in which such person has earned one (1) employment credit or more.

(3) Class "C" - Persons who do not meet the requirements of either Class "A" or Class "B" set forth above.

(e) In each instance, for a Class "A" member, the requirement of three (3) consecutive years will not be broken for any period of:

(1) incapacity,

(2) military service,

(3) full-time paid employment with the Union or the Hawaii Laborers' Training School program or Laborers' International Union of North America,

(4) employment with a public agency on the type or kind of craft work covered by this Agreement,

(5) employment in a supervisory capacity above the rank of foreman with an Individual Contractor,

(6) or for any period during which such member is transferred by an Individual Contractor to a job or project outside of the geographical jurisdiction of the Union and is there employed by such Individual Contractor or by a joint venture with which said Individual Contractor is associated on the type or kind of craft work covered by this Agreement.

26.3 Loss of Classification

(a) Class "A" - A Class "A" member who does not earn one (1) employment credit in any period of three (3) consecutive calendar years shall lose said member's Class "A" status and shall, on October 1 of the calendar year immediately following the third (3rd) such consecutive calendar year, be classified as a Class "B" member.

(b) Class "B" - A Class "B" member who does not earn at least one (1) employment credit in any calendar year shall lose said member's Class "B" status and shall, on October 1 of the calendar year immediately following such calendar year, be classified as a Class "C" member.

(c) In each instance, for a Class "A" member, the period of three (3) consecutive years or for a Class "B" member one (1) year, as the case may be, will be extended for any period of:

(1) incapacity,

(2) military service,

(3) full-time paid employment with the Union or the Hawaii Laborers' Training School program or Laborers' International Union of North America,

(4) employment with a public agency on the type or kind of craft work covered by this Agreement,

(5) or for any period in which such member is transferred by an Individual Contractor to a job or project outside of the geographical jurisdiction of the Union, and is there employed by such Individual Contractor or by a joint venture with which said Individual Contractor is associated on the type or kind of craft work covered by this Agreement.

(d) All Union Officers and employees of the Union who are members of the Union and all employees of the Hawaii Laborers' Training School, or the Laborers' International Union of North America and all employees heretofore or hereafter advanced by their Individual Contractor to a supervisory position, shall upon returning to the employment of an Individual Contractor as an employee under this Agreement do so with the same preference as if they had continually worked as employees for Individual Contractors.

26.4 Job Placement Center Procedures

(a) In dispatching, each Job Placement Center shall:

(1) first dispatch by classification Class "A" members who are qualified for the position and who may be unemployed and registered for work in the Center dispatching,

(2) and thereafter by classification Class "B" members who are qualified for the position and who may be unemployed and registered for work in the Center dispatching,

(3) and thereafter by classification, applicants who have registered for employment in the Center. Provided, however, that in dispatching such applicants, those with the most experience in the trade shall be dispatched first, and those with the least experience in the trade, last.

(b) Key Persons. When an Individual Contractor needs key persons, there shall be a pre-job conference at which the classifications to be filled by such employees and the number of employees in each classification, and the times of the commencement of their employment or the operational stages of the job or project at which their employment shall commence, shall be determined. Thereafter, upon written request of an Individual Contractor, signed by the senior representative of the Individual Contractor and

delivered to the Job Placement Center servicing such job or project stating that such Individual Contractor desires that a named person or persons be dispatched in a classification or classifications agreed to at such pre-job conference, such person or persons shall be dispatched and the Individual Contractor shall hire such person or persons dispatched.

(c) Transfer of Key Persons. By Memoranda of Understanding between the bargaining representatives of other geographical areas, provision may be made for the transfer of certain key employees of an Individual Contractor on a non-discriminatory basis and the Individual Contractor may transfer in accordance with such Memoranda of Understanding. The transferring of employees and the hiring of key employees by an Individual Contractor signatory to the National Pipe Line Agreement for work performed under said agreement shall be done according to the provisions of said agreement.

(d) Job Placement Center and Registration Facilities. The Union will maintain appropriate registration facilities at each Job Placement Center for members and applicants for employment to make themselves available for job opportunities. The duration of the validity of the registration of members and the applications of applicants may be fixed for each Job Placement Center from time to time by agreement between the collective bargaining representative of the Individual Contractor and the Union and notice thereof shall be posted as hereinafter provided.

(e) The Union will maintain complete records of the operation of each Job Placement Center and its registration facilities.

(f) The collective bargaining representative of the Contractor, through the manager or regularly employed assistants thereof, shall have access to and the right to inspect any and all of said records during working hours.

(g) Day of Dispatch. Upon being dispatched, the member or applicant shall proceed to the job at once or within the agreed time. When a call is made to a Job Placement Center for Laborers to report to work on the day of request, a reasonable time shall be allowed for such member or applicant traveling from the Job Placement Center to jobsite as agreed by the Job Placement Center. In all cases in which a member or applicant fails to report to work on the shift to which dispatched, or within the time agreed to, without good cause therefore, or reporting for work on the shift to which dispatched or within the time agreed to, refuses to accept employment and go to work, such member or applicant shall, unless he/she has refused three (3) prior dispatches, retain his/her place on the list but shall not be eligible for dispatch for thirty (30) days from the date of the dispatch, and if such member or applicant has refused three (3) dispatches, his/her name shall be placed at the bottom of the list and he/she shall not be dispatched for thirty (30) days from the date of the dispatch. Where a member or applicant is requested by an Individual Contractor to be dispatched on the day of request and the member or applicant does report for work that same day, he/she shall be paid for such member's or applicant's full shift if he/she reports during the first half (1/2) of the shift and works the balance of the shift, or for the half (1/2) shift if he/she reports during the second half (1/2) of the shift and works the balance of the shift.

26.5 Nondiscriminatory Operation

(a)(1) The Union will conduct such registration facilities and operate such Job Placement Centers without discrimination either in favor of, or against members or applicants for employment by reason of age, religion, handicap, sex, race, color, or national origin, marital status, assignment of income for child support obligations, arrest and court record, sexual orientation, National Guard or military reserve participation, or for being a Disabled Veteran or a veteran of the Vietnam Era, or of membership or non-membership in any union, or by reason of acting on behalf of or in opposition to any union, except to the extent that membership in the Union shall be a condition of employment as provided in these Job Placement Regulations. The Union recognizes its obligations and therefore assumes full responsibility to each member or applicant for employment for any loss or damage resulting from any such discrimination or other violation of law by the Union. The provisions of this

Section shall govern over any conflicting provision or requirement of the Constitution of the Laborers' International Union of North America or of the Constitution By-Laws, working rules or other rules of the Union, and selection of members and applicants for employment for dispatch to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies, requirements, or age, religion, handicap, sex, race, color or national origin, marital status, assignment of income for child support obligations, arrest and court record, sexual orientation, National Guard or military reserve participation, or for being a Disabled Veteran or a veteran of the Vietnam Era.

(2) The Individual Contractor shall not discriminate either in favor of, or against employees or applicants for employment, by reason of age, religion, handicap, sex, race, national origin, color, marital status, assignment of income for child support obligations, arrest and court record, sexual orientation, National Guard or military reserve participation, or for being a Disabled Veteran or a veteran of the Vietnam Era, or membership or non-membership in any union, or by reason of acting on behalf of or in opposition to any union, except to the extent that membership in the Union shall be a condition of employment as provided in these Job Placement Regulations.

(b) The Union and the Individual Contractor will exert their best efforts to implement and carry out an Affirmative Action Program that is or may be adopted by the State of Hawaii.

(c) In the event any other or additional program or programs relating to or concerned with a minority problem or problems may be proposed or mandated by Law or the Contracting Agency, the Union and Contractor will meet to study and determine the necessity or advisability of the same and if it is determined to be necessary or advisable, any such program shall be jointly developed and operated by the Union and Contractor.

26.6 Regulations Governing Job Placement Centers

(a) Persons Employed Outside Of This Agreement. Any person who, while registered for employment in a Job Placement Center, accepts employment performing the type or kind of work covered under this Agreement within the highway, general building, or heavy construction industry, or on the type or kind of work covered by a collective bargaining agreement with the Union, shall notify the Job Placement Center of the Union in Honolulu in writing within forty-eight (48) hours after such acceptance to strike said person's name from the list or lists on which such person is registered.

(b) Members' and Applicants' Registers

(1) Members and applicants registering shall set forth their name, social security number, address, telephone number, home area and classification or classifications of work sought and which they are qualified to perform and if Class "C," their experience. Classifications may be changed at any time before being dispatched.

(2) Any member or applicant may change his/her home area from time to time, but in no event shall a member or applicant have more than one (1) home area at any time.

(c) (1) A member or applicant for employment may only be registered on one (1) out-of-work list at a time. These five (5) lists, currently maintained by the Union, shall be available to such members or applicants at the respective Union certified Job Placement Centers. A member or applicant for employment who violates this rule shall on the following week be ineligible to register for a period of thirty (30) days and his/her name shall be stricken from the out-of-work list.

(2) Should the member or applicant submit a change of address card to the Union Office in Honolulu, it is the policy of the Union that such address change designates a change of location of registration

on the respective out-of-work list unless otherwise directed by written notification of such member or applicant.

(d) Dispatching - Lists A and B. In dispatching, each Job Placement Center shall first dispatch those on List "A" living either permanently or temporarily in the area serviced by the office dispatching (which is the home area) so long as there are any in the classification called for by the Individual Contractor who are registered, qualified, available for work and willing to accept a dispatch and thereafter, those on List "A" regardless of where they live, so long as there are any in the classification called for by the Individual Contractor who are registered, qualified, available for work and willing to accept a dispatch.

(e) The foregoing are subject to special provisions governing specific Job Placement Centers.

(f) Subject to specified exceptions of these Job Placement Regulations, all members on List "A" and "B" shall be dispatched on a first-in, first-out basis, by classifications and qualifications, and the name of a member so dispatched shall be stricken from the list unless (i) the job to which the member is dispatched is a job of short duration, or (ii) he/she is not put to work because of lack of material or other reasons beyond the control of the Individual Contractor to whom dispatched and he/she notifies the dispatching office of such fact not later than noon of the following day.

(g) Employment Of Short Duration

(1) Employment of short duration, for the purposes of the Regulations only, shall mean employment which is terminated by the Individual Contractor other than for just cause without such employee having received from such employment the equivalent of 160 hours of straight-time wages.

(2) A member or applicant whose last employment was of short duration shall be restored to his/her original place on the list on which he/she was registered at the time of his/her last dispatch, provided such member or applicant notifies the respective Job Placement Center of his/her availability for work not later than noon of the day following the termination of such employment.

(h) Refusal of Dispatch. Any person who refuses to accept four (4) or more consecutive offers to dispatch him/her shall be subject to counseling and shall not be dispatched for thirty (30) days from the date of such person's last dispatch. Additionally, said person's name shall be placed at the bottom of the list on which such person is registered.

(i) Termination - Non-Qualified. Any person or employee, who in any one (1) twelve (12)-month period is terminated by three (3) different Individual Contractors by reason of not being qualified on the particular laborer specialty or type of work for which such person or employee is dispatched, shall not be eligible to sign the out-of-work list for a period of one (1) year unless he/she satisfactorily completes a course of training at a Training Center approved by the Union. Said person or employee shall be entitled to a fair and impartial hearing before the Committee before implementation of the above action, and if he/she requests it, shall also have the right to process the matter under the provisions of Section 22. of this Agreement.

(j) List "C." All persons on List "C" shall be dispatched in accordance with their experience, i.e., the most experienced first and those without experience in the order of registration. When dispatched, their names shall be stricken from the list; provided, however, that when a non-discriminatory test is developed and adopted, the registrant with the highest grade shall be dispatched first and the others in descending order of these grades. In any case in which the grade of two (2) or more registrants is the same, they shall be dispatched on the basis of their respective levels of experience.

(k) Length of Registration Validity - Lists "A" & "B." Registration on Lists "A" and "B" shall be valid for calendar quarters: January through March; April through June; July through September; or October through December only. A person whose name in the interim has not been stricken from the list as

provided in other sub-sections of these Job Placement Regulations, may maintain his/her place on the list by successive re-registrations. Such re-registrations must be accomplished within one calendar month before or by the last day of the first month in each calendar quarter (i.e., January 31st, April 30th, July 31st, October 31st). The name of such person who fails to exercise this right of re-registration within the time provided herein may be automatically stricken from the appropriate list effective as of five (5) working days following the appropriate January 31st, April 30th, July 31st, or October 31st date. Re-registration may be accomplished by completion and return of a re-registration postcard to the Job Placement Center.

(l) Registrations on List "C" shall be valid for one (1) calendar month only and no such registration shall be carried over to the succeeding month. Any person not dispatched during the calendar month in which he/she registers shall, if he/she desires, be available for dispatch upon re-registration.

(m) Monthly Registration Fee. A monthly registration fee shall be charged each non-dues paying registrant for Laborers on Lists "A," "B," and "C" as his/her fair share of the cost of operating the Job Placement Center. Registrants on List "C" in order to maintain their registration shall after their first (1st) payment or registration, pay on or before the first (1st) business day of each succeeding calendar month such fee in order that their registration remain valid. If such payment is not made, the name of the non-paying registrant may be automatically stricken from the appropriate list effective as of five (5) working days following the appropriate January 31st, April 30th, July 31st, or October 31st date.

(n) Only one (1) such registration fee shall be charged any such registrant in any calendar month. The official receipt for the payment of such registration fee shall be honored by any other Job Placement Center, or Centers, where presented that month. Such fees shall be reviewed from time to time and maintained at equitable amounts by the Committee provided for in these Job Placement Regulations.

(o) Contractor First Preference. Upon written request of an Individual Contractor (a sample of which is provided as Exhibit "D" [Confirmation of Hiring Slip]), signed by a senior representative of the Individual Contractor and delivered to the Job Placement Center servicing such job or project stating that such Individual Contractor desires, on the basis of past satisfactory service in the industry or with the Individual Contractor that a named Class "A" employee, who either:

(1) has for the immediately preceding ten (10)-year period been employed or available for employment in any one (1) or more classifications set out in Exhibit "A" or Exhibit "F " of this Agreement on the type or kind of craft work covered by this Agreement in Hawaii, or

(2) who has been employed by such Individual Contractor within the immediately preceding five (5) years, be dispatched in a particular classification to such job or classification to such job or project, such Job Placement Center shall dispatch such employee in such classification to such Contractor provided such employee is registered in such Job Placement Center, available for work and willing to accept a dispatch at the time of the receipt of the written request and provided, further, that **NO EMPLOYEE SHALL BE LAID OFF OR DISCHARGED TO MAKE ROOM FOR SUCH NAMED EMPLOYEE.** An employee shall establish that he/she has had ten (10) years of such employment by any objective criteria other than a Union record. The above referenced ten (10)-year period is not deemed to have been broken as a result of any period of:

[a] incapacity,

[b] military service,

[c] full-time paid employment with the Union or the Hawaii Laborers' Training School or the Laborers' International Union of North America,

[d] employment in a supervisory capacity above the rank of foreperson with an Individual Contractor,

[e] or for any period during which he/she is transferred by an Individual Contractor to a job or project outside of the geographical jurisdiction of the Union and is there employed by such Individual Contractor or by a joint venture with which said Individual Contractor is associated on the type or kind of craft work covered by this Agreement.

(p) In the event the named employee is not registered or not available for work or not willing to accept a dispatch at the time of the receipt of a written request, the Job Placement Center shall so notify the Individual Contractor as soon as possible, and the forty-eight (48)-hour period provided shall not commence until receipt by the Job Placement Center of a request for an unnamed employee by classification.

(q) For all purposes of employment by a joint venture on work for which an Individual Contractor party to such joint venture is responsible to, such joint venture shall be considered employment by such Individual Contractor.

(r) Contractor Request for Past Experience. Upon written request of an Individual Contractor, signed by the senior representative of the Individual Contractor and delivered to the Job Placement Center servicing such job or project stating that such Individual Contractor desires an employee in a particular classification who has a specified number of months or years (not to exceed, however, twenty-four [24] months or two [2] years) experience in a particular type of work or laborer specialty, the Job Placement Center shall contact, if available, the members in that classification registered and available for the work in the order in which they would be dispatched under Section 26 of these Regulations and inquire of the member as to his/her experience and the Job Placement Center shall dispatch the first (1st) such member who advises the Job Placement Center that he/she has such experience and is willing to accept a dispatch.

(s) In the event no member with the requisite experience is available, the Individual Contractor ordering such employee shall not be free to hire directly an individual to perform such work who has had less experience than the experience called for in the order.

(t) Employees who are laid off because a job or project is temporarily shut down because of weather, lack of material or other reasons beyond the control of the Individual Contractor and who does not accept a dispatch to a job other than one to which the short duration rule has applied shall, on the resumption of the job or project within six (6) calendar months of its being shut down, be dispatched to such job or project as called for by the Individual Contractor by name.

(u) In the event such recalled employee is on the job without a current dispatch, the Individual Contractor shall, on the day such recalled employee reports on the job or project, notify the appropriate Job Placement Center by mailing to it a form supplied by the Job Placement Center, signed by such Individual Contractor or such Individual Contractor's senior representative stating that the named employee was laid off by such Individual Contractor within the preceding six (6) consecutive calendar months and that so far as the Individual Contractor knows, the named employee has not accepted a dispatch to a job or jobs, to which the short duration rule applies since the employee's layoff.

(v) Any employee lawfully withdrawn or lawfully refusing to perform work on any job or project shall have the right, upon termination of the withdrawal or refusal to perform work, to return to active employment on such job or project. If withdrawn, such individual shall notify the Job Placement Center of the name of the Individual Contractor for whom he/she is returning to work before returning to work.

(w) A Class "A" employee or employees, who has, or have been on the payroll of the Individual Contractor for the five (5) working days preceding transfer, may be transferred by such Individual Contractor to

employment on a joint venture job or project to which such Individual Contractor is party, provided that for the purposes of these non-discriminatory job placement procedures, such employee or employees shall continue to be considered employed by such Individual Contractor while employed by such joint venture.

(x) Hiring. The Individual Contractor may reject any member or applicant for employment dispatched by a Job Placement Center, provided, however, that any such member or applicant reporting for work at the agreed time and the designated place and rejected by the Individual Contractor shall be entitled to show-up time in the amount provided in Section 11 of this Agreement unless such member or applicant is rejected because he/she reported in a condition unfit for work or because he/she has been discharged for cause by the Individual Contractor within twelve (12) months preceding the date of such reporting for work, or, if requested under these Job Placement Regulations, because he/she in fact does not have the experience specified in the Individual Contractor's request, or because he/she does not posses the qualifications as set forth in the main body of the Agreement.

(y) Upon being dispatched, the member or applicant shall proceed to the job at once. When call is made to a Job Placement Center for individuals to report to work on the day of request, a reasonable time shall be allowed for laborers traveling from the Job Placement Center to jobsite, as agreed by the Job Placement Center.

(z) Grievances Under the Referral System. Any member or applicant for employment aggrieved by the operation of the registration facilities or Job Placement Center of the Union or these Regulations as applied to said individual has the right to submit said individual's grievance to the Committee provided for in these Job Placement Regulations, provided that such submission is made in writing within ten (10) days after the occurrence of the grievance. The Committee shall have full power to adjust the grievance and its decision thereon shall be final and binding upon the member or applicant for employment and upon all other parties hereto.

(a1) In the event of a deadlock, either party may request the appointment of a seventh (7th) member who shall have no business or financial connection with either party. In the event said members are unable unanimously to agree upon the identity of said seventh (7th) member, the choice shall be made by either party requesting the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators from which the said seventh (7th) member shall be chosen by each party striking two (2) names from said list, the arbitrator whose name then remains becomes the said seventh (7th) member. The matter shall then proceed to arbitration before the Committee and shall be determined by a majority of its members and shall be rendered within ten (10) days after such submission. Said decision shall be within the scope and terms of these Job Placement Regulations, and shall be final and binding on all parties hereto. Pending such decision, work shall be continued in accordance with the provisions of this Agreement. The expense of employing said seventh (7th) person shall be borne equally by both parties.

(b1) Forms for the submission of such grievance shall be available at all times in each Job Placement Center.

(c1) These Regulations, including the special provisions governing specific Job Placement Centers referred to in these Regulations, shall be posted on the bulletin board in each Union Job Placement Center and the bulletin board of the Individual Contractor where notices to employees and applicants for employment are posted.

26.7 Committee. There shall be a Committee composed of three (3) members appointed by the collective bargaining representative of the Contractor and three (3) members appointed by the Union, which Committee shall operate by majority rule and shall have the authority to make such changes in the job placement procedures as from time to time may be administratively advisable, desirable, or necessary, to

the end that the foregoing non-discriminatory job placement provisions will be operated as efficiently and accurately as possible.

26.8 Interpretation. Disputes, complaints or grievances concerning the interpretation of any of the provisions of these Job Placement Regulations, adopted by the Union shall, at the request of the Contractor only, be subject to arbitration by the Committee provided for in these Job Placement Regulations, in accordance with the procedures set forth in these Job Placement Regulations. In such an arbitration initiated by the Contractor, the assumption of responsibility set out in these Job Placement Regulations shall be inoperative as to past periods by the extent that the interpretation established by the arbitration is in conflict with the interpretation contended for by the Union.

26.9 Post-Offer Employment Physicals

(a) New applicants to Hawaii's Construction Industry may be required by the Contractor to take post-offer physical examinations as a prerequisite to employment. The cost of such examination shall be paid for by the Contractor.

(b) Employees presently in the Industry do not have to take a post-offer physical examination as a prerequisite to employment providing:

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

(2) At the discretion of the Contractor, the employee may then be given a Form by the Contractor (a sample copy of which is attached hereto as Exhibit "E") to be completed by the examining physician which will certify that the employee does not have any physical condition which will preclude said employee from satisfactorily performing the work required. The post-offer questionnaire may also include inquiries regarding any injuries or illnesses of the employee since his/her last physical which may have an effect upon such employee's ability to perform in said employee's trade. The doctor shall evaluate the employee's statement. Such doctor's visit shall be paid for by the Contractor.

(3) An applicant who has been employed within Hawaii's Construction Industry but who has not taken a physical examination within the year immediately preceding the date of referral may be required by the Contractor to secure such examination under the Hawaii Laborers' Health & Welfare Plan as a post-offer prerequisite for employment. If said applicant is not eligible for benefits under the Health & Welfare Plan, the cost of such Contractor-required physical examination shall be paid for by the Contractor.

26.10 Notification

(a) The Union shall be promptly notified whenever an employee covered by this Agreement is hired. This notification may be accomplished either by return of a Contractor-signed copy of the Union's referral slip or by submission of a Confirmation of Hiring Slip, a sample of which is attached hereto as Exhibit "D."

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

Section 27. PRE-JOB CONFERENCE

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

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

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

Section 28. ADMINISTRATIVE OFFICE

28.1 Establishment

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

(b) Said Ad Office shall be established as soon as the joint Administrative Committee as provided for below is satisfied that said Ad Office will be properly staffed and equipped to perform the services expected of it. Details of the establishment of the Administrative Office shall be outlined in a separate Letter of Agreement.

Section 29. GENERAL SAVING CLAUSE

It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter or of this Agreement, and the parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings, or regulations; nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portions of this Agreement. The parties agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void, they will then promptly enter into negotiations concerning the substance thereof, it being understood that the provisions of Section 7. (No Strike Or Lockout), shall continue to remain in full force and effect.

Section 30. MOST FAVORED NATION CLAUSE

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

Section 31. MODIFICATION OF AGREEMENT

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

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

Section 32. REPRESENTATIONS

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

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representative(s) have caused this Master Agreement to be executed on this 24th day of February, 2003.

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 368, AFL-CIO

/s/ Melvin A. Cremer
Melvin A. Cremer, Its President

/s/ Benjamin Saguibo
Benjamin Saguibo, Its Business Manager/ Secretary-Treasurer

GENERAL CONTRACTORS LABOR ASSOCIATION

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

BUILDING INDUSTRY LABOR ASSOCIATION

/s/ Alvin T. Kobayashi
Alvin T. Kobayashi, Its President

MASTER AGREEMENT COVERING CONSTRUCTION
LABORERS IN THE STATE OF HAWAII
EXHIBIT "A"
CLASSIFICATION AND HOURLY WAGE SCHEDULE
LABORER I

Effective 9/3/02	Effective 9/1/03	Effective 8/30/04	Effective 8/29/05	Effective 9/4/06
$23.25	$23.65	$24.15	$24.65	$25.15

Apprentices indentured after September 3, 2002 shall have a contribution of two dollars ($2.00) annuity and fifty cents ($.50) vacation, and the Health and Welfare Contribution remains the same as Laborer I.

Asbestos Removal Worker (EPA certified workers)
Asphalt Ironer, Raker, Luteman, and Handroller, and all types of Asphalt Spreader Boxes
Asphalt Shoveler
Assembly and Installation of Multiplates, Liner Plates, Rings, Mesh, Mats

Batching Plant (portable and temporary)
Boring Machine Operator (under streets and sidewalks)
Buggymobile
Burning, Welding, Signalling (including the use of a walkie talkie), Choke Setting, and Rigging in connection with Laborers' work (except demolition)

Chainsaw, Faller, Logloader, and Bucker
Compactors (Jackson and similar)
Concrete Bucket Dumpman
Concrete Chipping
Concrete Chuteman/Hoseman (pouring concrete) (the handling of the chute from ready-mix trucks for such jobs as walls, slabs, decks, floors, foundations, footings, curbs, gutters, and sidewalks)
Concrete Core Cutter (Walls, Floors, and Ceiling)
Concrete Curer (impervious membrane and form oiler)
Concrete Grinding or Sanding
Concrete: Hooking on, signaling, dumping of concrete for treme work over water on caissons, pilings, abutments, etc.
Concrete: Mixing, handling, conveying, pouring, vibrating, otherwise placing of concrete or aggregates or by any other process.
Concrete: Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel, or electric power.
Concrete Pump Machine (laying, coupling, uncoupling of all connections and cleaning of equipment).
Concrete and/or Asphalt Saw (Walking or Hand Type) (cutting walls or flatwork) (scoring old or new concrete and/or asphalt) (cutting for expansion joints) (streets and ways for laying of pipe, cable or conduit for all purposes).
Concrete Shovelers/Laborers (Wet or Dry)
Concrete Screeding for Rough Strike-Off: Rodding or striking-off, by hand or mechanical means prior to finishing (in accordance with Memorandum of Understanding with Cement Masons dated July 19, 1948).
Concrete Vibrator Operator
Coring Holes: Walls, footings, piers or other obstructions for passage of pipes or conduits for any purpose and the pouring of concrete to secure the hole.
Curbing, Concreting, and Asphalt
Curing of Concrete, mortar and other materials by any mode or method.
Cut Granite Curb Setter (setting, leveling and grouting of all precast concrete or stone curbs)
Cutting and Burning Torch (demolition)

LABORER I (continued)

Effective 9/3/02	Effective 9/1/03	Effective 8/30/04	Effective 8/29/05	Effective 9/4/06
$23.25	$23.65	$24.15	$24.65	$25.15

Dri Pak-It Machine
Driller (Track, Diamond Core, and Wagon)
Driller (Joydrill Model TWM-2A, Gardner Denver DH-143 and similar type drills) (in accordance with the Memorandum of Understanding between the Laborers and Operating Engineers dated at Miami, Florida, February 3, 1954)
Driller (Mechanical) (not covered elsewhere) (including multiple unit) (Ingersoll-Rand DM45E/DM50E/LM-100/LM-600C, Gardner-Denver SCH2500/SCH3500 BV, Furukawa HCR-C300, Tamrock Drilltech CHA 800/DHH 850/Tamrock Commando) (similar and replacement equipment thereof)
Drilling for blasting; Operation of all rock and concrete drills and Jack Hammers, including handling, carrying, laying out of hose. (Ingersoll-Rand DM45E/DM50E/LM-100/LM-600C, Gardner-Denver SCH2500/SCH3500 BV, Furukawa HCR-C300, Tamrock Drilltech CHA 800/DHH 850/Tamrock Commando) (similar and replacement equipment thereof)
Drilling (Mechanical) on the site or along the right-of-way as well as access roads, reservoirs, including areas adjacent or pertinent to construction sites.

Falling, bucking, yarding, loading or burning of all trees or timber on construction site
Fence and/or Guardrail Erector Leadman
Forklift (9 ft. and under [in accordance with the Agreement of Understanding between the Laborers and Operating Engineers dated November 15, 1975])

Grating and Grill work for drains or other purposes
Green Cutter of concrete or aggregate in any form, by hand, mechanical means, grindstone or air and/or water
Grout: Spreading for any purpose.
Guinea Chaser (Grade Checker) for general utility trenches, sitework, and excavation

Headerboard Man (Asphalt or Concrete)
Heat Welder of Plastic (Laborers' AGC certified workers) (when work involves waterproofing for waterponds, artificial lakes and reservoir and landfill, or heat welding for sewer pipes)
Heavy Highway Laborer: Rigging, signaling, (including the use of a walkie talkie), handling, and installation of pre-cast catch basins, manholes, curbs and gutters.
High Pressure Nozzleman - Hydraulic Monitor (over 100# pressure)

Installation of Gilsulate 500XR

Jackhammer Operator
Jacking of slip forms. All semi and unskilled work connected therewith.

Laying of all multi-cell conduit or multi-purpose pipe
Lead-Base Paint Abatement Laborers (EPA certified workers)

Magnesite and Mastic Workers (Wet or Dry) (including mixer operator)
Mason Tender, Mortar Man
Mortar Mixer (Block, Brick, Masonry, and Plastering)

Nozzleman (Sandblasting and/or Water Blasting)

LABORER I (continued)

Effective 9/3/02	Effective 9/1/03	Effective 8/30/04	Effective 8/29/05	Effective 9/4/06
$23.25	$23.65	$24.15	$24.65	$25.15

Operation, Manual or Hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary.

Pavement Breakers

Paving, curbing and surfacing of streets, ways, courts, under and overpasses, bridges, approaches, slope walls, and all other labor connected therewith.

Pilecutters

Pipe Accessment in place, bolting and lining up of sectional metal or other pipe including corrugated pipe. (Referee Hutcheson's decision).

Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary-type of tubular device used for conveying of any substance or element, whether water, sewage, solid, gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated. No-joint pipe and stripping of same.

Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, treating Creosote and similar-type materials (6-inch pipe and over).

Piping: resurfacing and paving of all ditches in preparation for the laying of all pipes.

Pipe laying of lateral sewer pipe from main or side sewer to buildings or structure (except Contractor may direct work be done under proper supervision.) (Referee Hutcheson's decision).

Pipe laying, leveling and marking of the joint used for main or side sewers and storm sewers. Laying of all clay, terra cotta, ironstone, vitrified concrete or other pipe for drainage.

Placing and setting of water mains, gas mains and all pipe including removal of skids.

Plaster Mortar Mixer/Pump

Pneumatic Impact Wrench

Portable Sawmill Operation: Choker setters, off bearers, and lumber handlers connected with clearing.

Posthole Digger (Hand Held, Gas, Air, and Electric)

Powderman's Helper **Under Powderman's Supervision**: Installation of all temporary lines and handling and laying of all blasting mats, all work in connection with blasting, handling and storage of explosives, and carrying to point of blastings. Helping Powderman in loading holes, settling fuses, marking primers and exploding charges. All securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods to anchor same. Handling and laying of nets and other safety devices and signaling, flagging, and road guarding.

Power Broom Sweepers (Small)

Preparation and Compaction of roadbeds for railroad track laying, highway construction, and the preparation of trenches, footings, etc., for cross-country transmission by pipelines, electrical transmission or underground lines or cables. (By mechanical means.)

Raising of structure by manual or hydraulic jacks or other methods and resetting of structure in new locations. Including all concrete work.

Ramming or compaction

Riprap, Stonepaver, and Rock Slinger (includes placement of stacked concrete, wet or dry and loading, unloading, signaling, slinging and setting of other similar materials).

Rotary Scarifier (including multiple head concrete chipping Scarifier).

LABORER I (continued)

Effective 9/3/02	Effective 9/1/03	Effective 8/30/04	Effective 8/29/05	Effective 9/4/06
$23.25	$23.65	$24.15	$24.65	$25.15

Salamander Heater. Drying of plaster, concrete mortar or other aggregate.
Sandblaster (Nozzleman) handling, placing and operation of nozzle.
Scaffold Erector Leadman
Scaffolds: (Swing and hanging) including maintenance thereof.
Scaler
Septic Tank/Cesspool and Drain Fields Digger and Installer
Shredder/Chipper (tree branches, brush, etc.)
Stripping and Setting Forms
Stripping of Forms: Other than panel forms which are to be re-used in their original form, and stripping of forms on all flat arch work.

Tampers (Barko, Wacker, and similar type)
Tank Scaler and Cleaners
Tarman
Tree Climbers and Trimmers
Trencher (includes hand-held, Davis T-66 and similar type)
Trucks (flatbed up to and including 2-1/2 tons when used in connection with onsite Laborers' work [in accordance with the Memorandum of Understanding between the Laborers and Operating Engineers dated at Honolulu, Hawaii, October 26, 1981])
Truck (Refuse and Garbage Disposal) (from job site to dump)

Vibra-Screed (Bull Float in connection with Laborers' work)

Well Points. Installation of or any other dewatering system.

LABORER II

Effective 9/3/02	Effective 9/1/03	Effective 8/30/04	Effective 8/29/05	Effective 9/4/06
$21.50	$21.70	$21.95	$22.25	$22.55

Air Blasting
Appliance Handling (job site) (after delivery and unloading in storage area)
Asphalt Laborer
Asphalt Plant Laborer

Backfill work connected with the installation of Gilsulate 500XR
Backfilling, Grading and all other labor connected therewith
Boring Machine Helper
Bridge Laborer
Burning of all debris (crates, boxes, packaging waste materials)

Cemetery Laborers
Chainman, Rodmen, and Grade Markers
Cleaning and Clearing of all debris
Cleaning, clearing, grading and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches, and other similar installations.
Cleaning or reconditioning of streets, ways, sewers and waterlines, all maintenance work and work of an unskilled and semi-skilled nature.
Cleanup of Grounds and Buildings (other than "Light Clean-Up" [Janitorial] Laborer)
Clean-up of right-of-way
Clearing and slashing of brush or trees by hand or mechanical cutting
Concrete Bucket Tender (Groundman) hooking and unhooking of bucket
Concrete Forms; moving, cleaning, oiling and carrying to the next point of erection of all forms (in accordance with Carpenters' and Laborers' "Memorandum of Concrete Forms," October 3, 1949).
Concrete Products Plant Laborers
Conveyor Tender (conveying of building materials)
Cribbers, Shorer, Lagging, Sheeting, and Trench Jacking and Bracing, Hand-Guided Lagging Hammer Whaling Bracing.
Crushed Stone Yards and Gravel and Sand Pit Laborers and all other similar plants.

Demolition, Wrecking and Salvage Laborers: Wrecking and dismantling of buildings and all structures, with use of cutting or other wrecking tools, burning or cutting, breaking away, cleaning and removal of all masonry, wood or metal fixtures for salvage or scrap. All hooking, unhooking, signaling of materials for salvage or scrap removed by crane or derrick.
Digging under streets, roadways, aprons or other paved surfaces.
Driller's Helper, Chuck Tender, Outside Nipper
Dry-packing of concrete (plugging and filling of she-bolt holes)

Excavation. Preparation of street ways and bridges.

Fence and/or Guardrail Erector. Dismantling and/or re-installation of all fence.
Finegrader
Firewatcher
Flagman (Coning, preparing, establishing, and removing portable roadway barricade devices). Signal Men on all construction work defined herein, including Traffic Control Signal Men at construction site.

LABORER II (continued)

Effective 9/3/02	Effective 9/1/03	Effective 8/30/04	Effective 8/29/05	Effective 9/4/06
$21.50	$21.70	$21.95	$22.25	$22.55

Garbage and Debris Handlers and Cleaners
Gas, Pneumatic, and Electric Tools, not listed in Group 1 (except Rototiller)
General Clean-up: sweeping, cleaning, washdown, wiping of construction facility, and equipment (other than "Light Clean-up" [Janitorial] Laborer)
General Excavation and Grading (all labor connected therewith): Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose. Excavations and foundations for buildings, piers, foundation and holes, and all other construction.
General Laborer
Gunite Operator Helper

Junk Yard Laborers (same as Salvage Yard)

Laborer Tender To Basic Crafts: Loading and unloading, preparation, distribution of all materials at a job site or compound and from the point of delivery to the building and/or floor stockpile and/or to individual room stockpiles in the case of a highrise or dwelling unit stockpile in the case of a townhouse. Handling, rigging, signaling, (includes the use of walkie talkie) ,tag-line usage in connection thereto. Scrapping-out and clean-up (general clean-up, i.e., sweeping, cleaning, etc.).
Landscape Nursery Laborers
Laser Beam "Target Man" in connection with Laborers' work
Layout Person For Plastic (when work involves waterprooofing for waterponds, artificial lakes and reservoirs, and landfill)
Limbers, Brush Loaders, and Pilers
Loading, unloading, carrying, distributing and handling of all rods and material for use in reinforcing concrete construction (except when a derrick or outrigger operated by other than hand power is used)
Loading, unloading, sorting, stockpiling, handling and distribution of water mains, gas mains and all pipes
Loading and unloading of all materials, fixtures, furnishings and appliances from point of delivery to stockpile to point of installation; hooking and signaling from truck, conveyance or stockpile.

Material Yard Laborers

Parks and Sports arenas and all recreational center employees
Pipelayer Tender
Pipewrapper, Caulker, Bander, Kettleman, and men applying asphalt, Laykold, Creosote, and similar-type materials (pipe under 6 inches)
Plasterer Laborer (including Hod Carrier)
Powderman's Supplier delivers powder and assists in minor tasks associated with blasting.
Preparation, construction and maintenance of roadbeds and sub-grade for all paving. Including excavation, dumping, and spreading of sub-grade material.
Prestressed or precast concrete slabs, walls, or sections: All loading, unloading, stockpiling, hooking on of such slabs, walls or sections.

LABORER II (continued)

Effective 9/3/02	Effective 9/1/03	Effective 8/30/04	Effective 8/29/05	Effective 9/4/06
$21.50	$21.70	$21.95	$22.25	$22.55

Quarry Laborers

Railroad, Streetcar, and Rail Transit Maintenance and Repair
Removal of surplus material
Roustabout
Rubbish Trucks in connection with Building Construction Projects (excluding clearing, grubbing, and excavating)

Salvage Yard: All work connected with cutting, cleaning, storing, stockpiling or handling of materials. All clean-up, removal of debris, burning, back-filling and landscaping of the site.
Sandblasting Helper (Pot Tender) Hoses and pots or markers
Scaffolds: Erection, planking and removal of all scaffolds used for support for lathers, plasters, brick layers, masons, and other construction trades crafts
Scaffolds: (Specially designed by carpenters) Laborers shall tend said carpenter on erection and dismantling thereof, preparation for foundation or mudsills, maintenance.
Scraping of floors
Screeds: Handling of all screeds to be reused; handling, dismantling and conveyance of screeds.
Setting, leveling and securing or bracing of metal or other road forms and expansion joints
Sheeting Piling/trench shoring (handling and placing of skip sheet or wood plank trench shoring)
Ship Scalers
Shipwright Helpers
Sign Erector (subdivision traffic, regulatory, and street-name signs)
Sloper
Slurry Seal Crews (Mixer Operator, Applicator, Squeegee Man, Shuttle Man, Top Man)
Snapping of wall ties and removal of tie rods
Soil Test operations of semi and unskilled labor such as filling sand bags.
Striper (Asphalt, Concrete or other Paved Surfaces)

Tagging and Signaling of all building materials into high-rise units.
Tool Room Attendant (Job Site)
Traffic Delineating Device Applicator

Underpinning, lagging, bracing, propping and shoring, loading, signaling, right-of-way clearance along the route of movement. The clearance of new site, excavation of foundation when moving a house or structure from old site to new site.
Utilities employees

Water Man
Waterscape/Hardscape Laborers
Wire Mesh Pulling (all concrete pouring operations)
Wrecking, stripping, dismantling and handling concrete forms and false work

In matters dealing with jurisdiction of work, both parties shall recognize any jurisdictional agreement between international unions.

If any of the work listed above is covered by a jurisdictional agreement between the Laborers' International Union of North America, Local 368, AFL-CIO, and any other National or International Union, such jurisdictional agreement shall be recognized. A copy of current and applicable jurisdictional agreements between the Laborers' International Union of North America, Local 368, AFL-CIO, and any other National or International Union can be obtained through the Hawaii Employers Council.

OTHER LABORER CLASSIFICATIONS AND RATES OF PAY

		Effective 9/3/02	Effective 9/1/03	Effective 8/30/04	Effective 8/29/05	Effective 9/4/06
A.	Licensed Powderman* When a powderman is deemed fully qualified, i.e., has his own license, coordinates all blasting, sets drill pattern for drillers, directs employees on how to pack holes, orders and does inventory on the powder and completes HIOSH reports, the rate of pay shall be increased to ten dollars ($10.00) above the then current Laborer I rate of pay.	$24.25	$24.65	$25.15	$25.65	$26.15
B.	Gunite Operator	$23.75	$24.15	$24.65	$25.15	25.65
C.	High Scaler (working Suspended)	$23.75*	$24.15*	$24.65*	$25.15*	25.65*
D.	Window Washer (Outside) Working from bosun's chair and/or cable-suspended scaffold or work platform)	$22.75*	$23.15*	$23.65*	$24.15.*	24.65*

*Includes Height Pay Premium

E. Ground And Soil Treatment Work And Work As Gardeners And Horticultural/Landscape Laborers. When a Contractor uses his own employees to perform ground and soil treatment work (pest control) or to perform work as gardeners or as horticultural/landscape laborers, said employees shall be paid at the wage and benefit rates applicable to Laborer II.

F. Light Clean-Up (Janitorial) Laborer

1. Light clean-up (janitorial) laborers can be utilized throughout a project to scrape paint off the glass and window jambs, squeegee windows, sweep, mop, vacuum, buff the floor, polish plumbing fixtures, dusting, etc.

2. Washing or cleaning walls, partitions, ceilings, windows, bathrooms, kitchens, lavatories, and all fixtures and facilities therein.

3. Clean-up, mopping, washing, waxing and polishing or dusting of all floors or areas.

4. Washing or cleaning lavatory glassware.

5. Although the number and type of light clean-up tools may vary from project to project, most signatory contractors recognize the following items to be essential (although not limited to) in light clean-up operations:

Bucket (2 gallon)	Mop
Razor	Squeegee Window Cleaners
Wiping Cloths	Ladder (4 foot)
Sponges & Scrubbers	Knee Pads
Broom	Foxtail/Feather Dusters
Vacuum	Scouring Brush
Rubber Gloves	Thinner
Soaps/Detergents	

6. The wage rate and Trust Fund contributions payable to or on behalf of employees employed on this work shall be as follows:

OTHER LABORER CLASSIFICATIONS AND RATES OF PAY (continued)

	Effective 9/3/02	Effective 9/1/03	Effective 8/30/04	Effective 8/29/05	Effective 9/4/06
Wage Rate	$15.50	$15.70	$15.95	$16.25	$16.55
Health & Welfare Fund	2.60	2.85	3.10	3.35	3.55
Pension Fund	---[1]	---[1]	---[1]	---[1]	---[1]
Annuity Fund	3.55[2]	3.55[2]	3.55[2]	3.55[2]	3.55[2]
Vacation-Holiday Fund	1.45	1.45	1.45	1.45	1.45
Training Fund	.30	.35	.35	.40	.40
LECET Fund	.20	.20	.20	.20	.20
Wage/Fringe Option	---	---	.10	.10	.10
TOTAL Wages and Fringes	**$23.60**	**$24.10**	**$24.70**	**$25.40**	**$26.00**

[1] The Pension contribution ($.66) is currently being temporarily diverted to the Annuity Fund
[2] Currently receiving temporarily diverted Pension Funds

7. Contributions to the Hawaii Construction Industry Association (HCIA), Hawaii Construction Industry Improvement Program, and the Labor Association Contract Negotiation/Administration Fee are also applicable to the Light Clean-Up (Janitorial) Laborer classification.

8. Effective August 30, 2004, August 29, 2005, September 4, 2006 the Wage/Fringe Option of $.10 per year shall be subject to allocation to any one or more of the above-listed items. Said allocation shall be made by mutual agreement by the parties hereto and shall be made at least ninety (90) calendar days prior to the applicable effective date.

9. On those projects on which it is practicable and feasible to do so, the Contractor is urged to give consideration to the hiring of said Light Clean-Up Workers on a timetable that will enable said Clean-Up Workers to become eligible and/or to maintain their eligibility for health and welfare benefits under the Hawaii Laborers Health & Welfare Trust Fund.

G. Factories. All work in factories, mills and industrial plants performed now or as may be acquired hereafter, including packers, cutters, loaders, raw material unloaders, checkers, stuffers, production line personnel and stenciling of materials. Handling of raw pigment, vessel cleaners and/or dryers, stocking of material in laboratories. Said employees shall be paid at the wage and benefits rates applicable to Laborer II.

H. Railroad Track Work. Right-of-way clearance as described above, excavation, grading, subgrading, ballasting and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at point of installation. All burning or otherwise cutting of track. Setting of tie plates, bolting, leveling and gauging of rails and all spiking, whether by hand or mechanical means. Placing and tampering of ballast by hand or mechanical means. Construction and/or relocation of mainlines, shoe flys, sidings, gradings, crossings, relocating of pipes and drainage and culverts connected with same and removal and replacing of all fences. Employees shall be paid at the wage and benefit rate applicable to Laborer II. (Unless Laborer I in the Agreement).

I. Studio Utility Employees. All such work as herein described as may be pertinent to and part of the operation of Motion Picture and other related types of studios. Employees shall be paid at the wage and benefit rate applicable to Laborer II. (Unless Laborer I in the Agreement).

OTHER LABORER CLASSIFICATIONS AND RATES OF PAY (continued)

J. Watchman And/Or Maintenanceman, Guard, Security and Safety Men

1. This special classification is applicable only when a Laborer is specifically hired through the Union's Referral Office to perform watchman and/or maintenanceman duties at the job site or company premises. It shall not be used as a basis for a claim of employee coverage of any other person who may be employed to perform those duties.

2. The wage rate and Trust Fund contributions payable to or on behalf of an employee employed on this work shall be as follows:

	Effective 9/3/02	Effective 9/1/03	Effective 8/30/04	Effective 8/29/05	Effective 9/4/06
Wage Rate	$13.66[2]	$13.86[2]	$14.11[2]	$14.41[2]	$14.71[2]
Health & Welfare Fund	2.59	2.84	3.09	3.34	3.54
Pension Fund	---[1]	---[1]	---[1]	---[1]	---[1]
Vacation-Holiday Fund	2.30	2.30	2.30	2.30	2.30
LECET Fund	.15	.15	.15	.15	.15
Wage/Fringe Option	---	---	.10	.10	.10
TOTAL Wages and Fringes	**18.70**	**19.15**	**19.75**	**20.40**	**21.00**

[1] The Pension contributions ($.46) are currently being temporarily diverted to the Wages
[2] Currently receiving temporarily diverted Pension Funds

Contributions to the Hawaii Construction Industry Association (HCIA), Hawaii Construction Industry Improvement Program, and the Labor Association Contract Negotiation/Administration Fee are also applicable to the Watchman and/or Maintenanceman, Guard, Security and Safety Men classification.

Effective August 30, 2004, August 29, 2005 and September 4, 2006, the Wage/Fringe Option shall be subject to allocation to any one or more of the above-listed items. Said allocation shall be made by mutual agreement by the parties hereto and shall be made at least ninety (90) calendar days prior to the applicable effective date.

HOWEVER, if said employee is a Pensioner under the Hawaii Laborers' Pension Trust Fund (and is thereby already receiving both pension and health and welfare benefits), then the regular amount of contribution to all of the Funds as listed above (Health & Welfare, Pension, LECET and Vacation/Holiday) shall instead be added to his or her wage rate.

3. Persons employed as Watchman and/or Maintenanceman shall receive overtime at one and one-half times their regular rate of pay after performing forty straight time hours of work per week. No other provision of Section 11. (Hours And Overtime) shall apply, nor shall the provisions of Section 13. (Holidays).

4. The purpose and intent of including the classification of Watchman and/or Maintenanceman in this Agreement is to provide an opportunity for work that would not otherwise be available:

(a) for a Laborer Pensioner as a means of supplementing his or her income,

OTHER LABORER CLASSIFICATIONS AND RATES OF PAY (continued)

(b) for a Laborer who may need such work opportunity in order to earn additional pension credits necessary to meet the minimum qualifying requirements for a pension under the Hawaii Laborers Pension Trust Fund.

(c) as a means of providing "Light Duty" employment for a Laborer who has been receiving Workers' Compensation or Temporary Disability Insurance (TDI) benefits, and/or

(d) to enable the Contractor to hire his own Watchman And/Or Maintenanceman if he so chooses.

K. Tenders. Tending shall consist of preparation of materials and the handling and conveying of materials to be used by mechanics of other crafts, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said materials to such mechanic, whether by bucket, hod, wheelbarrow, buggy, or other motorized unit used for such purpose, including fork lifts when used at levels not in excess of nine feet.

Use of Tools. Operation of all hand, pneumatic, electric, motor, combustion or air-driven tools or equipment necessary for the performance of work described herein.

Miscellaneous. All such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former national or international unions and as may be hereafter acquired; including all such work and jurisdiction as declared by actions of the Executive Council or conventions of the American Federation of Labor.

L. Laborer Foreperson. Supervision of employees covered by this Agreement shall be accomplished by a Laborer Foreperson covered by this Agreement who shall receive a minimum of one dollar ($1.00) effective September 3, 2002, per hour more than the Laborer I classification, excluding the classification of Licensed Powderman. Said Laborer Foreperson shall work with the tools of the trade if so required by the Contractor.

M. Light Clean-Up (Janitorial) Laborer Foreperson. If the Contractor determines that the Light Clean-Up (Janitorial) crew needs supervision, such supervision shall be accomplished by a Laborer Foreperson covered by this Agreement who shall receive a minimum of seventy-five cents ($.75), effective September 3, 2002, per hour more than the Light Clean-Up (Janitorial) Laborer classification. Said Light Clean-Up (Janitorial) Laborer Foreperson shall work with the tools of the trade if so required by the Contractor.

N. Pipelaying Leadperson. If the Contractor determines that the pipelaying crew needs supervision, such supervision shall be accomplished by a Pipelaying Leadperson who shall receive a minimum of $.50 per hour more than the Laborer I classification. Said Pipelayer Leadperson shall work with the tools of the trade if so required by the Contractor.

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

P. "Davis-Bacon" Projects

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

(a) For the thirty-six (36) months from the start of a project (measured from the date of the government agency's Notice To Proceed). The Contractor can apply for an extension. Health & Welfare coverage for employees will remain the same even though the Health & Welfare contribution may be less:

The "regular" wage rates as set forth in this Agreement and in effect as of the date the project is bid. Contractor contributions to the various Trust and Other Funds as provided for in this

OTHER LABORER CLASSIFICATIONS AND RATES OF PAY (continued)

Agreement, however, shall be made in the amounts set forth in the Agreement and shall include any increased rates of contributions as may become effective after the project was bid.

In the event the State or County requires the payment of increased wages during the thirty-six months, the Contractor shall comply with such increased wages.

(b) After the aforesaid 36-month period:

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

(c) Extending beyond the 36-month period:

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

2. Notification To Union

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

WAGE/FRINGE OPTION

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

1. Wages
2. Health & Welfare Fund
3. Pension Fund
4. Vacation/Holiday Fund
5. Annuity Fund
6. Training Fund
7. LECET Fund

Effective August 30, 2004	$0.10 per hour
Effective August 29, 2005	$0.10 per hour
Effective September 4, 2006	$0.10 per hour

B. Said allocation shall be made by mutual agreement by the parties hereto and shall be made at least ninety (90) calendar days prior to the applicable effective date.

TERMS AND CONDITIONS APPLICABLE TO THE EMPLOYMENT OF TEMPORARY SUMMER HIRES

Effective And Applicable ONLY From
June 1 Through September 30 Of Each Year

PREAMBLE

For various reasons, a Construction Company, like any Employer, may be "required" or otherwise feel compelled by practical considerations and pressures to employ a student and/or other person(s) during the Summer months on a select basis.

Recognizing said situation as a definite problem area, there was a need to develop uniform terms, conditions, and guidelines that would be fair and equitable to all concerned in meeting said problem area.

This Document and the terms and conditions set forth in it were developed in response to that need.

A. Application And Contractor Eligibility. The Terms And Conditions Applicable To The Employment Of Temporary Summer Hires as set forth herein are available to any Contractor who is signatory to a current collective bargaining Agreement with the Laborers' International Union Of North America, Local 368 (AFL-CIO), provided:

1. that said Contractor employs at least two Regular (Exhibit "A") Laborers, and provided, further,

2. that a Contractor who is listed as being delinquent in the payment of contributions to any of the Hawaii Laborers' Trust Funds will NOT be eligible to participate in this Summer Hire Program unless and until said Contractor makes full payment of all delinquent amounts due to said Funds, including liquidated damages, interest, and/or other penalty amounts.

B. Hourly Wage Rate

1. University/College Group Or Equivalent..... $10.00 per hour
This group includes bonafide students who are attending universities, colleges, or other institutions of higher learning, as well as high school graduates (or equivalent) who have been accepted for enrollment at said institutions.

2. All Others..... $6.00 per hour

C. No Trust Fund Contributions For Temporary Summer Hires. No Trust Fund or other contributions shall be effective to or shall be made for or on behalf of Temporary Summer Hires. However, as required by State law, a hospital, surgical, and medical care plan must be made available to such hire if he or she is not already covered under such a plan through his or her parents or other source. Temporary Disability Insurance (TDI) and Workers' Compensation coverage must also be provided to those of such Hires who meet the eligibility requirements as set forth under State law.

D. Hiring Process, Union Affiliation, And Registration Fee

1. Prior to employing a Temporary Summer Hire, the Contractor shall prepare a Confirmation Of Hiring Slip (a sample copy of which is attached hereto) and process same through the Union's Hiring Office.

2. All Temporary Summer Hires shall be processed through the Union's Hiring Office as set forth above, but affiliation with the Union will not be required. However, a non-refundable registration fee of $50.00 covering the entire period of summer employment must be paid to the Union's Hiring Office in advance and prior to the start of employment.

3. So that all parties will have full knowledge of the terms and conditions which apply, the Contractor who employs a Temporary Summer Hire shall give a copy of this Document to each of the following:

   (a) the Temporary Summer Hire,

   (b) the Superintendent of the project on which the Temporary Summer Hire will be working,

   (c) the Temporary Summer Hire's immediate supervisor,

   (d) the Union Steward.

E. Allowable Number Of Temporary Summer Hires

1. Each Contractor who meets the eligibility requirements as set forth in paragraph A., above, will be allowed to employ one Temporary Summer Hire.

2. The employment of any additional Temporary Summer Hires (over and above the one as provided for above) will be subject to discussion with the Business Manager of the Union on a case-by-case, project-by-project, basis. The decision of said Business Manager with respect to said matter will be final.

3. In no event shall the total number of Temporary Summer Hires employed by a Contractor exceed the total number of Regular (Exhibit "A") Laborers employed by said Contractor.

F. Work Performed By Temporary Summer Hire To Be Limited To Laborer II Work, Light Clean-Up (Janitorial) Laborer and Watchman. The work to be performed by a Temporary Summer Hire shall be limited to:

1. that work which is covered under the Laborer II classification as set forth in Exhibit "A" of the Master Agreement Covering Construction Laborers In The State Of Hawaii,

2. Light Clean-Up (Janitorial) Laborer, and

3. Watchman.

G. Overtime Work. A Temporary Summer Hire shall be afforded overtime work only after all other Regular Laborers employed on the project on which he or she is working have been given first choice to do that work.

H. Layoffs. If a layoff becomes necessary due to lack of work, the Temporary Summer Hire shall be laid off first before any of the Contractor's Regular Laborers (as determined on a company-wide basis) are laid off. Notice of any such layoff shall be given to the Union.

I. Revocation. This Summer Hire Program was developed in response to the many special requests as received from signatory Contractors and is being extended by the Union as a privilege (NOT as a right). In line with this tenet:

1. The Union has the unqualified right at its sole discretion to revoke this privilege at any time, with or without notice, if in its opinion said privilege is being abused.

2. The Union also has the unqualified right at its sole discretion to revoke this privilege at any time, with or without notice, if the participating Contractor is found employing other Summer Hires, secured through another trade, who are doing Laborers' work as set forth in this Exhibit "A" (Classification And Hourly Wage Schedule).

3. This privilege shall automatically be revoked if a participating Contractor should become delinquent in the payment of contributions to any of the Hawaii Laborers' Trust Funds on behalf of his Regular Laborers.

4. In the event the Union exercises its right of revocation or if the privilege is automatically revoked as set forth in paragraph 3., above, any Temporary Summer Hire(s) then-employed by the offending Contractor shall be immediately terminated.

J. Termination

1. The Union shall be notified whenever any Temporary Summer Hire quits, is laid off for lack of work, is discharged for cause, or is otherwise terminated.

2. IN ANY EVENT, this Summer Hire Program shall be effective and applicable ONLY from June 1 to and including September 30 of each year, and all Temporary Summer Hires employed under the terms and conditions set forth in this Document shall be terminated on or before the end of the work day on September 30 of the applicable year.

3. Temporary Summer Hires shall not be entitled to any re-employment rights as "Former Employees" under Section 26.6 of the Master Agreement Covering Construction Laborers In The State Of Hawaii, nor shall hours worked as a Temporary Summer Hire be counted towards the 1,000 accrued work hours requirement needed for consideration as a Former Employee or as an Experienced Applicant under Section 26.2 and 26.3 of the aforesaid Master Agreement.

K. Duration. This Summer Hire Program shall be effective to and including August 31, 2007, at which time it will be subject to joint review by the negotiating parties for possible renewal, modification, or cancellation.

NOTE

The special rates of pay and other terms and conditions applicable to Temporary Summer Hires as set forth in this Document can be used only on PRIVATE PROJECTS and on FEDERAL PROJECTS (those financed entirely with Federal funds).

Because State of Hawaii law differs from that of the Federal government, they CANNOT be used on City & County and State projects. This includes Federally-assisted projects (such as highway work) which are administered by the State.

CONFIRMATION OF HIRING SLIP
COVERING TEMPORARY SUMMER HIRE

TO: Laborers' International Union of North
America, Local 368, AFL-CIO
1617 Palama Street
Honolulu, Hawaii 96817

This is to confirm that _____ _____ was
(Name of Employee) Social Security Number)

hired by me as a TEMPORARY SUMMER HIRE at a wage rate of $ _____ per hour. He/she is to report for

work on _____ at _____
(Date) (Job Location or Project)

to _____
(Person to Report to)

_____
Contractor

_____
Signature of Contractor's Representative

_____
PRINT: Name of Above Representative

_____
(Date)

_____
Telephone Number

NOTE 1: To be processed, this Form must be completely filled out (i.e., all blank lines must be filled in).

NOTE 2: A NON-REFUNDABLE registration fee of $50.00 covering the entire period of summer employment must accompany this Form.

ABOVE SUMMER HIRE REGISTERED AND CLEARED
AND REGISTRATION FEE OF $50.00 RECEIVED:

_____
Signature of Authorized Union Representative

_____

Exhibit "B"

ASSIGNMENT OF WAGES TO COVER UNION INITIATION FEE (OR RE-ADMISSION FEE), DUES, HOURLY SUPPLEMENTAL DUES AND ASSESSMENTS

To: _____ AND ANY SUBSEQUENT EMPLOYER SIGNATORY TO THE APPLICABLE COLLECTIVE BARGAINING AGREEMENT BY WHOM THE UNDERSIGNED EMPLOYEE IS EMPLOYED DURING THE EFFECTIVE PERIOD OF THIS AGREEMENT:

I, the undersigned hereby assign to the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 368, AFL-CIO, and do hereby authorize you to deduct from my wages:

(a) The Union initiation fee (or re-admission fee) in the amount as certified to you in writing by the Union;

(b) monthly Union dues, including any delinquent Union dues, in the amount as uniformly required of all members of the Union as certified to you in writing by the Union;

(c) the hourly supplemental dues, including any delinquent hourly supplemental dues, as provided by the applicable collective bargaining agreement; and

(d) Union assessments, including any delinquent Union assessments, if and when authorized in accordance with the Union's Constitution and By-Laws and applicable State and Federal laws, in the amount as certified to you in writing by the Union;

and I authorize the payment to the Union of the amount(s) so deducted.

I also authorize weekly installment deductions (not applicable to the hourly supplemental dues and Union assessments), based on a minimum of work hours per week and a corresponding maximum deduction for that same week, in the following manner:

Less than a 20 hour workweek - no deductions
20-24 hour workweek - $15.00 maximum
25-32 hour workweek - $25.00 maximum
33 or more hour workweek - $40.00 maximum

This assignment shall be irrevocable until one year from the date below, or until the termination date of the applicable collective bargaining agreement (within the meaning of the Labor-Management Relations Act, 1947), whichever occurs sooner, and shall be automatically renewed, and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collective bargaining agreement, whichever shall be shorter, unless at least ten days and not more than twenty days before the expiration of each period of one year or of each applicable collective bargaining agreement, whichever occurs sooner, I give written notice to the Employer of my desire to revoke this assignment, or unless the same shall be automatically cancelled when my employment ends or when I cease to be employed in a capacity represented by the bargaining unit.

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

_____ _____
Date Employee's Signature

_____
PRINT: Name of Employee

Receipt of foregoing assignment and authorization is acknowledged by:

_____ _____
Date Contractor

By _____

EXHIBIT "B-1"

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

TO: Laborers' International Union of North America, Local 368, AFL-CIO
1617 Palama Street
Honolulu, Hawaii 96817

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

_____
Date

_____
Contractor

_____
Signature of Contractor's Representative

_____
PRINT: Name of above Representative

_____
Telephone Number

It shall be the responsibility of the contractor utilizing loaned or borrowed personnel to contribute to the various Laborers' Trust Funds in accordance with the terms of the collective bargaining agreement. It shall also be the responsibility of said contractor to deduct union dues, assessments, and initiation fees from the wages of loaned or borrowed personnel who sign the assignment of wage form (below) and to transmit all monies withheld in accordance with the terms of the collective bargaining agreement.

INSERT DUES ASSIGNMENT FORM HERE

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

ABOVE INFORMATION CONFIRMED:

_____
Signature of Authorized Union Representative

_____
Date

Exhibit "B-2"

LABORERS' WESTERN POLITICAL LEAGUE
Checkoff Authorization Card

I hereby authorize and direct each Employer signatory to an agreement with the Laborers' International Union of North America or any of its affiliates for whom I work to deduct from my paycheck one cent ($.01) for each hour worked every pay period by me from my hourly supplemental dues and remit that amount to the Laborers' Western Political League (LWPL).

This authorization is voluntarily made with the specific understanding that:

* the signing of this authorization and the making of such voluntary contributions are not a condition of membership in the Union, or of employment with any Employer;

* that I may make greater or lesser contributions or refuse to make contributions without reprisal;

* that the Laborers' Western Political League (which is connected with the Laborers' International Union of North America and Local 368) uses the money it receives to make political contributions and expenditures in connection with federal elections, subject to the prohibitions and limitations of the Federal Election Campaign Act;

* that if I wish to contribute a lesser amount to the Laborers' Western Political League (LWPL) or wish to make no contribution at all, the balance of the one cent ($.01) per hour being designated for political action will be remitted to Local 368 as and for supplemental dues only; and

* that the amount deducted is merely a suggested guideline, and that I am free to contribute more or less than this amount by any lawful means other than this checkoff, and that the Union cannot favor or disadvantage me because of my contribution or my decision not to contribute.

This authorization shall be effective this date and shall remain in force until revoked in writing by me.

I understand contributions to the Laborers' Western Political League are not deductible for federal income tax purposes.

_____ _____
EMPLOYEE NAME (PLEASE PRINT) SOCIAL SECURITY NUMBER

_____ _____
EMPLOYEE SIGNATURE DATE

Exhibit "B-3"

HAWAII LABORERS' POLITICAL ACTION COMMITTEE
Checkoff Authorization Card

I hereby authorize and direct each Employer signatory to an agreement with the Laborers' International Union of North America or any of its affiliates for whom I work to deduct from my paycheck two cents ($.02) for each hour worked every pay period by me from my hourly supplemental dues and remit that amount to the Hawaii Laborers' Political Action Committee (PAC).

This authorization is voluntarily made with the specific understanding that:

- the signing of this authorization and the making of such voluntary contributions are not a condition of membership in the Union, or of employment with any Employer;
- that I may make greater or lesser contributions or refuse to make contributions without reprisal;
- that the Hawaii Laborers' PAC (which is connected with the Laborers' Union, Local 368) uses the money it receives to make political contributions and expenditures in connection with state and local elections;
- that if I wish to contribute a lesser amount to the Hawaii Laborers' PAC, or wish to make no contribution at all, the balance of the two cents ($.02) per hour being designated for political action will be remitted to Local 368 as and for supplemental dues only; and
- that the amount deducted is merely a suggested guideline, and that I am free to contribute more or less than this amount by any lawful means other than this checkoff, and that the Union cannot favor or disadvantage me because of my contribution or my decision not to contribute.

This authorization shall be effective this date and shall remain in force until revoked in writing by me.

I understand contributions to the Hawaii Laborers' Political Action Committee are not deductible for federal income tax purposes.

EMPLOYEE NAME (PLEASE PRINT)	SOCIAL SECURITY NUMBER
EMPLOYEE SIGNATURE	DATE

EXHIBIT "C"

NOTICE OF QUITS, LAYOFFS, AND/OR TERMINATIONS

_____
Date

TO: Laborers' International Union of North
America, Local 368 (AFL-CIO)
1617 Palama Street
Honolulu, Hawaii 96817

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

1. _____ _____
Name of Employee Social Security Number

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

Effective Date of Above: _____

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

This employee needs to make improvements in the following areas in his/her work.

(Comments): _____

2. _____ _____
Name of Employee Social Security Number

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

Effective Date of Above: _____

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

This employee needs to make improvements in the following areas in his/her work.

(Comments): _____

_____
Contractor

_____
Signature of Contractor's Representative

_____
PRINT: Name of above Representative

_____
Telephone Number

EXHIBIT "D"

CONFIRMATION OF HIRING SLIP

TO: Laborers' International Union of North
America, Local 368, AFL-CIO
1617 Palama Street
Honolulu, Hawaii 96817
(808) 841-5877 - Neighbor Island 1-(808)-372-4077

This is to confirm that _____ _____
(Name of Employee) SSN

was [ ] hired [ ] rehired by me as a _____ at a wage rate of _____ per hour.
(Classification)

He/she is to report for work at _____ on _____
(Job Location or Project) (Date)

at _____ A. M. to _____.
(Starting Time) (Person To Report To)

_____
Contractor

_____
Signature of Contractor's Representative

_____
PRINT: Name of above Representative

_____
(Date)

_____
Project Telephone Number

ABOVE INFORMATION CONFIRMED BY:

_____
Signature of Authorized
Representative

_____
Date

EXHIBIT "E"
PHYSICAL QUALIFICATION QUESTIONNAIRE

NAME: _____

ADDRESS: _____

_____

TELEPHONE NO. _____

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

_____

Name of physician who administered that examination:

_____

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

_____
Signature of Employee

_____
PRINT: Name of Employee

_____
Date

PHYSICIAN'S EVALUATION

Applicant is:

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

_____

_____

_____

[ ] D. Medically unsuitable for position:

Date:_____ Physician's Signature:_____

EXHIBIT "F"

UNDERGROUND WORK

A. General Provision

Except as herein modified, all other terms and conditions as set forth in the Master Agreement Covering Laborers In The State Of Hawaii shall apply to Underground Work as defined and covered by this Exhibit.

B. Definitions

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

1. Tunnel - An underground excavation (lined or unlined) whose length exceeds its width and the inclination of the grade from the excavation is no greater than 20 degrees from the horizontal.

2. Raise - An underground excavation (lined or unlined) whose length exceeds its width and the inclination of the grade from the excavation is greater than 20 degrees from the horizontal.

3. Shaft - An excavation (lined or unlined) made from the surface of the earth, generally vertical in nature, but may decline up to 75 degrees from the vertical, and whose depth is greater than 15 feet and its largest horizontal dimension. Includes an underground silo.

C. Coverage

1. Employees Covered

The employees covered by this agreement are those employees of the Contractor employed in the State of Hawaii in the classifications set forth in the classification and minimum hourly wage schedule as set forth in paragraph J. of this Exhibit, except for office clerical employees, confidential employees, professional employees, watchmen, and supervisors as defined in the National Labor Relations Act as amended.

2. Work Covered

(a) The work covered by this Exhibit shall be all work of construction, alteration, repair or demolition of all tunnels, shafts, raises, subways, and all underground excavations including lining of same performed in the State of Hawaii which falls within the rightful jurisdiction of the Laborers' International Union of North America (as per Exhibit "A") of the Master Agreement Covering Laborers In The State Of Hawaii.

(b) Open cut work shall be excluded from this Exhibit except as follows: Where open cut work is covered over or decked with wood, steel or other substitute material and men are required to work under such cover, they shall be paid in accordance with the classifications of this Exhibit for all excavation, cutting and placing, lagging and stud gun work; provided, however, that where work is performed under such covering or decking on transverse crossings of highways, under railroad embankments, or on similar type work which is not an extension of a tunnel under construction, such work shall not be covered by this Exhibit.

(c) Without limiting the scope of the work covered hereby, it is agreed that miner's work shall include, but not be limited to the construction, laying and maintenance of all railroad track in subways and

tunnels; all mining work including all drilling, regardless of type or method used for work covered by this Exhibit, sharpening of bits, steel nippers, dumpmen (power or manual), Jumbo drivers, dry housemen, chucktenders, air tuggers, all conveyors, kemper pneumatic placer and all similar type equipment, all rock bolting and placing of rock restraining wire, setting of steel and wood supports, jacking of pipe, drilling, loading and shooting, handling of all powder, including splitting and making primers; all timbering, retimbering, whether wood or steel; all mucking and dumping, cable tenders, swampers on muck trains and timber trains; handling, installing and extending all water, air and vent lines, manning of cherry pickers while mucking; handling sponge pumps in wet headings; all caulking and guns, all concrete work, including shotcrete (or similar type), gunite and grouting, dumping of agitators; raising, setting and moving forms; handling of rods and other material for use in reinforced concrete, including the placement and tieing of said reinforcing rods underground; stripping all forms and all cleanup work; all concrete finishing; running of grout pumps and screeding of concrete.

(d) This Exhibit shall also cover miner's work on that part of the open cut excavation two diameters in front of the portal face, two diameters in back of the portal face, one diameter above the arch of the tunnel, and four diameters on each side of the centerline of the tunnel where, because of the nature of the conditions encountered, it is necessary to employ special techniques used in tunnel work in order to secure the portal area preparatory to commencing underground operations. Concrete operations covered by this Exhibit are those which start at the tunnel portals or at the collars of the shafts, and are carried out underground. (Diameter as used above is the specified excavated diameter of the tunnel.)

(e) Swampers and Brakemen on moving trains shall be employees under this Exhibit.

(f) Work covered by this Exhibit shall include:

(i) all Laborers' work performed in the tunnel, shaft, raise, subway, etc., including the primer housemen, dumpmen, and members of the Bull Gang working on the construction, repair, and maintenance of the track to the dump, and

(ii) all Laborers' work performed outside the tunnel, shaft, raise, subway, etc., in loading and unloading steel, timber, rails, or other material to be used inside of or in connection with the construction, alteration, repair, or demolition of said tunnel, shaft, raise, subway, etc.

3. Excluded Work

(a) The words "construction, alteration, repair, or demolition" as used in paragraphs 2.(a) and 2.(f), above, shall apply only to miner's work on the support of, the lining of, or the structure of the tunnel itself, but not to Laborers' work on mechanical or electrical facilities, road paving (excluding inverts), tile work, or other work within the tunnel not done with tunneling methods and equipment.

(b) It is further understood that this Exhibit shall not apply to maintenance and/or repair work done in completed tunnels, shafts, raises, or other underground structures. Such maintenance and/or repair work which falls within the jurisdiction of the Laborers' International Union of North America (AFL-CIO) shall, however, be covered under the terms of the "Master Agreement Covering Laborers In The State Of Hawaii."

(c) Laborers' work on construction of structures such as, but not limited to, intake or outlet structures, power houses, and penstocks outside the portal face shall be outside work, though they may lie within the area covered above, and shall not be covered by this Exhibit.

4. General

All classifications listed in this Exhibit which are not listed under this paragraph C. (Coverage) shall be included in the coverage and description of work just as though incorporated in full in this paragraph C.

D. Portal To Portal

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

2. If a change house is located more than 1,250 feet from a portal, adit, or shaft, then the time of work shall start and end, for pay purposes, at the change house.

E. Change House

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

2. The Contractor will reimburse employees for clothing, personal effects, or tools lost by fire in an amount up to $200 in the event of the destruction of the change house by fire, provided a claim form is filed as required by the applicable insurance company.

3. An employee on the day shift shall be designated as a change house attendant whose primary duties shall be to maintain sanitary conditions and see that adequate heat and ventilation is provided to properly dry clothes between shifts. The Contractor may, if time permits, assign this employee to other duties outside the tunnel requiring comparable skills and ability, providing such work is in the vicinity of the change house.

4. If any additional cleaning is required, an employee on either the second or third shift shall be detailed to clean the change house.

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

F. Shift Work

All employees working in the tunnel, subway, shaft, raise, etc., and the primer housemen, dump men, and members of the Bull Gang working on the construction, repair and maintenance of the track to the dump, and all work outside the tunnel, subway, shaft, raise, etc., of loading and unloading steel, timber, rails, or other material, to be used inside the tunnel, subway, shaft, raise, etc., or construction, repair or demolition of said tunnel, subway, shaft, raise, etc., shall come under this Exhibit and shall work under the tunnel shift conditions (either single or multiple), but nothing herein provided shall preclude the concurrent operation of a separate day shift under separate supervision on work performed outside the tunnel pursuant to the "Master Agreement Covering Laborers In The State Of Hawaii."

G. Special Safety And Protective Devices

Except for construction hard hats and footwear which each employee shall secure on his own as part of the tools of his trade, the Contractor shall furnish miners and other tunnel workers covered by this Agreement with necessary rubber clothing, goggles, shock proof gloves, boots, miner's hard hats, and all other safety and protective equipment as may be required by applicable State or Federal safety regulations for the work being performed. Employees shall be responsible for the proper care, use, and maintenance of such equipment as is issued or assigned to them, and they shall return same to the Contractor upon completion of its use.

H. Manhaul Vehicle

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

I. Supervision

1. The Contractor shall employ a Shifter covered by this Agreement whenever he/she employs employees to perform work covered by this Agreement.

2. Supervisory personnel excluded from this Agreement shall not perform any work in any classification covered by this Agreement.

J. Classification And Wage Schedule

The following is the Classification And Minimum Hourly Wage Schedule that will apply to Underground Work as covered by this Exhibit:

	Effective 9/3/02	Effective 9/1/03	Effective 8/30/04	Effective 8/29/05	Effective 9/4/06
Group 1 Watchmen Change House Attendant	$23.85	$24.25	$24.75	$25.25	$25.75
Group 2 Swamper Brakeman Bull Gang - Muckers, Trackmen Dumpmen (any method) Concrete Crew (includes rodding and spreading) Grout Crew Reboundmen	$25.35	$25.75	$26.25	$26.75	$27.25
Group 3 Chucktenders and Cabletenders Powderman (Prime House) Vibratorman, Pavement Breakers	$25.85	$26.25	$26.75	$27.25	$27.75

J. Classification And Wage Schedule (continued)

	Effective 9/3/02	Effective 9/1/03	Effective 8/30/04	Effective 8/29/05	Effective 9/4/06
Group 4 Miners - Tunnel (including top and bottom man on shaft and raise work) Timberman, Retimberman (wood or steel or substitute materials therefor) Blasters, Drillers, Powderman (in heading) Headman Cherry Pickerman (where car is lifted) Nipper Grout Gunmen Grout Pumpman & Potman Gunite, Shotcrete Gunmen & Potmen Concrete Finisher (in tunnel) Concrete Screed Man Bit Grinder Steel Form Raisers & Setters High Pressure Nozzleman Nozzleman (on slick line) Sandblaster-Potman (combination work assignment interchangeable) Tugger (for work covered by this Agreement)	$26.85	$27.25	$27.75	$28.25	$28.75
Group 5 Bull Gang Foreman	$27.10	$27.50	$28.00	$28.50	$29.00
Group 6 Shaft Work & Raise (below actual or excavated ground level) Diamond Driller Gunite or Shotcrete Nozzleman Rodmen Groundmen	$27.20	$27.60	$28.10	$28.60	$29.10
Group 7 Shifter	$27.45	$27.85	$28.35	$28.85	$29.35
Group 8 Shifter (Shaft Work & Raiser)	$27.90	$28.30	$28.80	$29.30	$29.80

K. Trust Fund Contributions. Contractor contributions to the various Trust Funds as provided for in Section 14. (Employee Benefits And Contractor Payments) of the Master Agreement Covering Construction Laborers In The State Of Hawaii shall be made on behalf of Underground Workers covered by this Exhibit in the same amount and in the same manner as apply to the classifications of Laborer I and II.

L. Wage/Benefit Option. Provisions of the Wage/Benefit Allocation of Exhibit "A" of the aforesaid Master Agreement shall apply to Underground Workers covered by this Exhibit in the same amount and in the same manner as apply to the classifications of Laborers I and II.

EXHIBIT "G"

NOTIFICATION TO LABORERS' UNION REGARDING:

* SATURDAY AS A STRAIGHT TIME "MAKE UP" DAY, AND/OR
* WORKWEEK OF OTHER THAN FIVE 8-HOUR DAYS, AND/OR
* NIGHT WORK

_____
Date of Submittal

TO: Laborers' International Union of
North America, Local 368, AFL-CIO
1617 Palama Street
Honolulu, HI 96817

This is to adivse you:

A. SATURDAY "MAKE-UP" DAY (Applicable ONLY On **PRIVATE** Projects)

[ ] that Saturday, _____, was scheduled as a straight time make-up day on the following project(s):
(Date)

_____
Name And Location Of Project

_____
Name And Location Of Project

_____
Name And Location Of Project

B. WORKWEEK OF OTHER THAN FIVE 8-HOUR DAYS (Applicable Only On **PRIVATE** Projects)

1. [ ] that a workweek of four consecutive ten-hour days ([ ] Monday through Thursday; [ ] Tuesday through Friday) has been scheduled on the following project:

_____
Name And Location Of Project

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

_____
Name And Location Of Project

C. NIGHT WORK (Applicable to Government, As Well As Private Projects)

[ ] that Night Work, with a scheduled starting time of _____ and a scheduled quitting time of _____ has been scheduled for the following period _____ on the following project: _____.
Name And Location Of Project

_____
Contractor

_____
Signature of Contractor's Representative

_____
PRINT: Name of above Representative

_____
Telephone Number

EXHIBIT "H"

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

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

_____
Date of Submittal

TO: Laborers' International Union of
North America, Local 368, AFL-CIO
1617 Palama Street
Honolulu, HI 96817

This is to adivse you:

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

[ ] That the project(s) listed below will work on _____ at regular straight
(Name of Holiday)
time rates of pay. Said holiday will instead be observed on: [ ] Monday [ ] Friday,
_____, with any work performed on that substitute day to be paid for at one
Date
and one-half times the employee's regular straight time rates of pay.

_____
Name And Location Of Project

_____
Name And Location Of Project

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

[ ] That the project(s) listed below will work on _____ (Veterans' Day) at regular
Day and Date
straight time rates of pay.

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

_____
Name And Location Of Project

_____
Name And Location Of Project

_____
Contractor

_____
Signature of Contractor's Representative

_____
PRINT: Name of above Representative

_____
Telephone Number

EXHIBIT "I"

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

TO: Laborers' International Union of
North America, Local 368, AFL-CIO
1617 Palama Street
Honolulu, Hawaii 96817

This is to advise you that we have been awarded the following government "DAVIS-BACON" project:

A. _____
Name of Project

B. _____
Location of Project

C. _____
Name of Government Contracting Agency

D. _____ E. $_____
Date Project Was Bid Amount of Contract Award

F. Scheduled/Anticipated Starting Date of Construction: _____

G. Scheduled/Anticipated Completion Date: _____

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

Laborer I.....	$_____per hour
Laborer II.....	$_____per hour
Gunite Operator.....	$_____per hour
Licensed Powderman.....	$_____per hour
Foreman*.....	$1.00 per hour more than the highest Laborer classification being supervised, excluding the classification of Licensed Powderman.

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

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

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

Distribution:
Copy #1 -- For Contractor
Copy #2 -- To Union
Copy #3 -- To:
General Contractors Labor Association
c/o Hawaii Employers Council
P. O. Box 29699
Honolulu, Hawaii 96820

OR

The Building Industry Labor Association
P. O. Box 17659
Honolulu, Hawaii 96817

_____
Contractor

_____
Signature of Contractor's Representative

_____
PRINT: Name of above Representative

_____
Date

EXHIBIT "J"
CERTIFICATION OF RECEIPT AND ACCEPTANCE
MASTER AGREEMENT COVERING CONSTRUCTION LABORERS IN THE STATE OF HAWAII
AND AGREEMENTS AND DECLARATION OF TRUST APPURTENANT THERETO

THE UNDERSIGNED CONTRACTOR hereby acknowledges receipt of the following documents:

1. Master Agreement Covering Construction Laborers In The State Of Hawaii as effective to and including August 31, 2007.
2. Agreement And Declaration Of Trust Establishing Hawaii Laborers' Pension Trust, as executed December 28, 1977.
3. Agreement and Declaration Of Trust Establishing Hawaii Laborers' Health and Welfare Trust, executed December 28, 1977.
4. Agreement And Declaration Of Trust Establishing Hawaii Laborers' Training Trust, as executed December 28, 1977.
5. Agreement and Declaration of Trust Establishing Hawaii Laborers' Vacation and Holiday Trust, as executed December 28, 1977.
6. Agreement and Declaration of Trust Establishing Hawaii Laborers' Annuity Trust, as executed December 28, 1977.
7. Trust Agreement Establishing the Hawaii Laborers' and Employers' Cooperation and Education Trust Fund, executed June 8, 1993, but effective December 1, 1993;

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

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

LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA, LOCAL 368, AFL-CIO

_____
Business Manager/Secretary-Treasurer

_____
President

Contractor To Sign 5 Copies and mail all 5 copies to:
Laborers' Union, Local 368
1617 Palama Street
Honolulu, Hawaii 96817

After countersignature by Union, Union will distribute copies as follows:
Copy #1 - For Union
Copy #2 - To Contractor
Copy #3 - To Trust Fund Administrative Office
Copy #4 -- To:
General Contractors Labor Association
c/o Hawaii Employers Council
P. O. Box 29699
Honolulu, Hawaii 96820
OR
The Building Industry Labor Association
P. O. Box 17659
Honolulu, Hawaii 96817
Copy #5 -- To:
Hawaii Construction Industry Improvement Fund
c/o Group Plan Administrators
222 S. Vineyard Street, #PH4
Honolulu, Hawaii 96813

_____

By _____
Authorized Signature

_____
PRINT: Name of Above Representative

_____
Date of Signature

_____
Street Address Of Above Contractor:

_____
Zip Code

Mailing Address Of Above Contractor

_____

_____
Zip Code

_____
Telephone Number

_____
State of Hawaii Contractors License No.

B. Administrative Committee

1. The affairs of the Ad Office shall be supervised by an Administrative Committee (hereinafter referred to as the "Ad Committee,") composed of three (3) persons appointed by the Union and three persons appointed by and from amongst the Contractor Trustees on the various Joint Trust Funds. Alternates may be selected by the appointing parties when regular appointees are absent.

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

C. Authority of Ad Committee and Administrator

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

2. Subject to any requirements or definition of his or her authority and duties as may be prescribed by the Ad Committee, the Administrator shall be solely responsible for the day-to-day operations and affairs of the Ad Office and shall be the only person authorized to hire, discipline and/or terminate any other employee or employees of said Ad Office. The rates of compensation for other employees shall be within the salary guidelines as established by the Ad Committee, except where higher or lower rates are recommended by the Administrator and approved by the Ad Committee.

D. Duties And Services Of Ad Office. The Ad office shall be expected to perform or cause to be performed the same kind and quality of duties and services as are presently provided by Pacific Administrators, Inc. These duties and services shall include (but shall not be limited to) the following:

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

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

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

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

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

E. Expenses

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

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

3. Any expenses which are incurred by the Ad Committee itself shall be borne by the Ad Office.

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

G. Quorum

1. A quorum at any meeting of the Ad Committee shall consists of at least two (2) Union Committee members and two (2) Contractor Committee members. Unless a quorum is present, no business shall be transacted.

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

H. Voting

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

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

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

ADDENDUM I

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

W I T N E S S E T H

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

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

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

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

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

WHEREAS, the Union and the Company wish to comply with the Federal Law known as the "Drug-Free Workplace Act of 1988," Public Law 100-690 in order to obtain a drug-free workplace.

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

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

B. Use Of Over-The-Counter Medications Or Medications Prescribed By A Licensed Physician

1. Use of over-the-counter medications or of a medication prescribed by a licensed physician in accordance with the physician's orders, is NOT prohibited; but to avoid an unwarranted accusation and/or other misunderstanding, the employee is required to report the fact that he is taking such medication to his Foreman and/or Supervisor, prior to commencing work at the workplace.

2. Any employee who is lawfully using a controlled substance at the workplace, i.e., taking prescription drugs in accordance with a doctor's order, while not subject to disciplinary action, may nevertheless be required to leave the workplace, if consumption of that medication presents a safety hazard or prevents him from being able to properly perform his work.

C. Education and Awareness Program

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

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

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

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

D. Pre-Employment Testing

1. Effective thirty (30) days after ratification of the Master Agreement, all current employees on the Contractors' payroll will not be required to undergo a pre-employment substance abuse test. However, an employee/applicant who has been laid off for thirty (30) calendar days or more or a new employee will be required to undergo a pre-employment substance abuse test as a condition of consideration of employment with the Company or prior to being approved to work at any Company facility or work area.

2. Pre-employment testing must be in place and such testing must actually be conducted before the Company can conduct Periodic and Random Testing.

E. Additional Considerations Applicable To Companies Regulated By The U.S. Department Of Transportation

In the event the Company is required to comply with U.S. Department of Transportation regulations regarding workplace drug testing programs, the Company and the Union agree to comply with those regulations. It is understood and agreed that compliance with the U.S. Department of Transportation regulations shall include:

1. Pre-employment and post-accident testing of applicants and employees subject to U.S. Department of Transportation regulation;

2. Appointment of a Medical Review Officer who will be responsible for making the final decision to verify a positive test result after review of all relevant data on the testing and any explanations offered by the individual tested;

3. Prohibiting employees who are subject to U.S. Department of Transportation regulation and who have tested positive from returning to work unless they are released to return to work by the Medical Review Officer;

4. Requiring employees who are subject to U.S. Department of Transporation regulation and who have tested positive to undergo increased, unannounced testing for up to 60 months; and

5. Retention of all positive test results for 5 years and retention of all negative results for 12 months.

F. Immediate Removal From Job/Substance Abuse Testing

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

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

      (1) Unsafe work habits or practices that endanger the employee himself/herself and/or other employees;

      (2) Abnormal work performance;

      (3) Physical conditions and/or symptoms, such as unstable balance, alcohol on breath, glassy or reddened eyes;

      (4) Frequent or unexplained absence from the workplace or job site during the employee's shift;

      (5) Abnormal personal behavior and/or poor interpersonal relations on the job;

      (6) Discovery of controlled substances, alcohol, or controlled substances paraphernalia at the work area or on the job site, in the possession of or immediate proximity of an employee; and/or

      (7) Objective evidence of unlawful use of a controlled substance or unlawful sale of a controlled substance as provided by any Federal, State, or local enforcement agency.

   In utilizing the foregoing criteria of a "reasonable, objective basis," the parties hereto expressly agree that the Federal or State Constitutional law standards of "probable cause" or "reasonable suspicion" are not applicable.

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

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

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

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

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

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

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

2. Urine samples will be taken only under the direction of a licensed physician designated by a Company-designated medical laboratory and the "Procedures For Medical Tests Of Urine Samples" as set forth in Appendix "A" as attached hereto shall be followed.

3. In addition, physicians and health care professionals who provide testing services for controlled substance and alcohol impairment shall adhere to the Code of Ethical Conduct For Physicians Providing Occupational Medical Services as adopted by the American Occupational Medical Association on July 23, 1976, as well as to the "Drug Screening In The Workplace Ethical Guidelines" as adopted by that same organization on July 25, 1986.

4. Refusal to sign an authorization to submit to a drug, controlled substance, or alcohol test, the refusal to undergo such a test, or the refusal to permit the physician or medical laboratory to provide the test results to the Company and Union shall constitute an act of insubordination. This aforesaid insubordination shall be just and proper cause for discipline, including discharge. The penalty for this aforesaid insubordination shall be: (a) a two (2) week suspension from work without pay and without fringe benefits accruing, for the first act of this aforesaid insubordination; (b) a four (4) week suspension from work without pay and without fringe benefits accruing for the second act of this aforesaid insubordination; and (c) discharge from employment for the third act of this aforesaid insubordination.

5. An employee shall complete the "Consent For The Release Of Confidential Information" form as set forth in Appendix "C" prior to undergoing a substance abuse test. When an employee is tested, the employee, the Company and the Union shall be notified of the test results. Action against the employee shall be taken in accord with the disciplinary section herein if the employee's drug or alcohol test results are positive, as defined in Appendix "A" hereto.

6. The medical laboratory shall retain all positive specimens, in a frozen state, for twelve (12) months; all negative specimens for two (2) weeks. An employee shall have the right to have his or her sample as originally collected independently retested at his/her expense by a NIDA-certified laboratory. The employee must exercise this right within fourteen (14) days from the time of the original sample collection and the employee must select a laboratory among those listed in Appendix "D" to conduct such retesting. If the independent drug or alcohol retest results are not positive under the criteria set forth in Appendix "A": (a) the employee shall be put back to work immediately with reimbursement of full pay and benefits and with a rescission of any discipline imposed by reason of a positive drug or alcohol test result, along with an explanation for such rescission, and (b) the Company shall also reimburse the employee for the cost of the retest as paid for by the employee.

Where the employee believes that the positive test result is not due to unlawful use of alcohol or a controlled substance, but due to exposure to a workplace substance, or that the accuracy of the test result was confounded by a workplace substance, he/she shall have the right, at the Company's expense to have an independent laboratory designated by the Company evaluate the specimen by mass spectrometry or other state-of-the-art technology. If the evaluation indicates that the positive test result was due to a workplace substance, or that a workplace substance confounded the accuracy of the test: (a) the employee will be put back to work immediately with

full back pay and benefits, and with a rescission of any discipline imposed along with an explanation for such rescission; and (b) the Company shall take immediate steps to insure that employees are not exposed to such substances at levels that may produce or cause such positive test results, or that may cause material impairment of health or functional capacity.

7. An employee who tests positive and is later allowed to return to work pursuant to paragraphs G.1.(a) or (b), below, shall be subject to unannounced testing by the Company until two (2) subsequent consecutive tests of this nature are negative. Such tests shall be conducted within twelve (12) months after the employee returns to work, and in any event shall cease after the expiration of the aforesaid time period.

G. Schedule Of Disciplinary Actions

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

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

   (a) First Offense

      (1) Employee Option 1 -- The employee shall be afforded the opportunity to enroll in a substance abuse assistance or rehabilitation program. If the employee enters such a program, his or her status as an employee will not be affected and he/she will be allowed to return to work and to continue to work as long as he/she remains drug free, as indicated by a negative drug or alcohol test result.

      (2) Employee Option 2 -- A first-offense employee who does not choose to enroll in a substance abuse assistance or rehabilitation program shall be suspended for the length of time it takes to obtain a negative reading from a subsequent drug or alcohol test but in any case, no less than a two (2)-week suspension. The employee must make arrangements with his or her Company prior to undergoing drug or alcohol retesting. Should a subsequent drug or alcohol test fail to produce a negative reading within three (3) months after the first offense, then the employee shall be considered as having committed his or her second offense.

   (b) Second Offense -- A suspension from work for the time it takes to obtain a negative reading from any subsequent drug or alcohol test but in any case, no less than a four (4)-week suspension from work. The employee must make arrangements with his or her Company prior to undergoing drug or alcohol retesting. Should a subsequent test fail to produce a negative reading within two (2) months after the beginning of such suspension, then the employee will be discharged and will not be eligible for re-employment by the Company until

such time as the physician or medical laboratory that conducted the original test submits verification of a negative reading having been obtained from said person.

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

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

H. Selling Of Controlled Substances

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

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

I. Additional Considerations Applicable To Work On Federal Construction Projects

The following additional provisions shall apply only to employees who are employed by the Company on a work project that constitutes a procurement by the Federal Government or a Federal Agency of any property or services of a value of twenty-five thousand dollars ($25,000.00) or more.

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

2. As required by the Federal Drug-Free Workplace Act, any employee who is convicted of a violation of a criminal drug statute occurring in the workplace shall be disciplined by the Company or shall be required by the Company to participate in an approved drug abuse assistance or rehabilitation program.

3. As required by the Federal Drug-Free Workplace Act, the Company must and will notify any Federal Contracting Agency on whose projects it is working of a workplace drug conviction within ten (10) days after receiving notice from the convicted employee or other official source of such conviction.

4. In compliance with the U. S. Department Of Defense Drug Free Workforce Clause (September 1988), any employee who has been granted access to secret or classified information -- or whose position and work involves national security, health, or safety and/or a high degree of trust and confidence -- will, at Company expense, be subject to testing for the unlawful use of controlled substances and alcohol.

5. The Company shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of any work or contract.

J. Controlled Substance

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

K. Application Of Grievance Procedure And Arbitration Provisions

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

L. Inclusion of Substance Abuse Treatment Benefits Under The Health & Welfare Plan

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

M. Apprenticeship Requirements

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

N. Disclosure Of Information

1. The Company and the Union shall be required to disclose to one another any and all information in their possession that is necessary to enforce this Addendum to the Labor Agreement. The foregoing duty to disclose information is included herein in order for the Company and the Union to comply with their respective duties to bargain in good faith under Sections 8(a)(5) and 8(b)(3) respectively of the National Labor Relations Act, as amended.

2. The records maintained by the Company for its employee assistance program are confidential and protected by federal law and regulations. The Company cannot disclose information identifying an employee as a participant in its program except in the following limited circumstances:

   (a) The employee-participants consent to the disclosure in writing as set forth in Appendix "E" attached hereto and made a part hereof;

   (b) The disclosure is required by a court order;

   (c) The information is necessary to meet a medical emergency involving the employee-participant; or

   (d) The information is required by qualified personnel for research, audit or program evaluation.

3. The Company will provide each employee who participates in the employee assistance program with a written summary, as requested, of the federal law and regulations governing disclosure as set forth in Appendix "F" attached hereto and made a part hereof.

4. An employee's participation in the employee assistance program will not prohibit the Company and/or employee assistance program provider from reporting any crimes committed by the

employee-participant either at the program or against any person who works for the program or from reporting any threats to commit such crimes, to the appropriate federal, state or local authorities.

5. An employee's participation in the employee assistance program will not prohibit the Company and/or employee assistance plan provider from reporting any information about suspected child abuse or neglect under state law to the appropriate state or local authorities.

O. Additional Definitions

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

1. The term "conviction" means the finding of guilt (including a plea of nolo contendere or no contest) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of Federal or State criminal drug statutes;

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

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

4. The terms "unlawful use of a controlled substance," "illegal use of a controlled substance," or "illegal use of drugs" means the use, consumption or ingestion of any controlled substance under any circumstances except when directed by a physician or dentist;

5. The term "workplace" means any site for the performance of the work of the Company or any location where the employee may be during paid Company time or when the employee is under the care, control, and custody of the Company; and

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

P. Entire Agreement

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

APPENDIX A

PROCEDURES FOR MEDICAL TESTS OF URINE SAMPLES

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

A. Collection shall be by a physician or health care professional. The presence of a Union representative is not necessary when the collection of urine is made. Specimen containers shall be labelled with a number, and if the donor chooses, the donor's signature, and shall be closed with a tamper-proof seal initialled by the donor and collecting agent. The labelling shall be done in the employee's presence and in the presence of a Union representative if the employee chooses.

B. The specimen number and identifying information on the donor shall be entered on a log and signed by the collecting technician in the presence of the employee -- and in the presence of a Union representative if the employee chooses--and the employee shall initial the proper line on the log entry.

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

D. Samples shall be stored in a scientifically acceptable manner.

E. All handlers and couriers of the sample must complete entries and identify themselves on a proper chain of custody form.

F. Confirmation tests in accordance with the Guidelines as established by the National Institute On Drug Abuse (NIDA) must be performed. After testing and confirmation testing, the facility must retain a sufficient portion of the sample for independent retesting and store that portion in a scientifically acceptable, preserved manner for the period of time as set forth in the Guidelines as issued from time to time by the National Institute On Drug Abuse (NIDA) -- unless the donor/employee or the Union requests of the facility that it retain the sample for a longer period of time.

G. Results of the testing shall be communicated in writing to the Company, Union and the donor/employee within seventy-two (72) hours after the results are determined. The laboratory may only report a positive drug or alcohol test result if the appropriate test indicates that the specimen contains levels of drugs or alcohol in excess of the following levels:

   1. Blood alcohol level in excess of the State of Hawaii Standard giving rise to a legal presumption of intoxication.

   2. Drug levels in excess of those levels as set forth in the Guidelines as established by the National Institute On Drug Abuse (NIDA).

H. Information on test results and the fact that testing was done shall be kept confidential by the Company, Union, and tester, and shall be communicated only to those who must know the information in order to ensure safety at the workplace and enforce the terms and conditions set forth in the foregoing Amendment to the Master Agreement. Copies of all documents -- including but not limited to test results, computer printouts, graphs, interpretations, and chain of custody forms shall -- be delivered to the employee from whom the samples of the bodily fluids were taken.

I. On the day that the sample is taken when tested For Cause, the Contractor shall send the employee home for the remainder of the day, and shall arrange transportation home for that employee and not allow the employee to drive home. The employee shall not be allowed to return to work until his or her test results are known.

J. As utilized herein, the terms "drugs" or "drug" mean a controlled substance as defined in the foregoing Addendum to the Master Agreement. As utilized herein, the term "alcohol" has the same meaning that is set forth in the foregoing Addendum to the Master Agreement.

APPENDIX C

CONSENT FOR THE RELEASE OF CONFIDENTIAL INFORMATION

I, _____, authorize _____ to
(Name of patient) (Name of Testing Facility)

disclose to _____ information
(Name of Employer and Name of Union)

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

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

_____ _____
Signature of patient Date

APPENDIX D

COLLECTION STATIONS FOR DRUG TESTING

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

APPENDIX E

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

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

_____ to disclose to _____
(Name of Company) (Name of party to receive information)

the following information: _____

_____

for the limited purpose of _____

I understand that this consent is subject to revocation at any time to the extent that the employer has already disclosed such information in reliance upon this consent form. If not previously revoked, this consent will terminate upon _____.
(Specific date, event or condition)

_____
Signature of Employee

_____
Date signed

Original to employee's file.

APPENDIX F

MEMORANDUM

TO: _____

FROM: _____
(Name of Company)

DATE: _____

RE: CONFIDENTIALITY OF ALCOHOL AND DRUG ABUSE PATIENT RECORDS.

The records maintained by _____
(Name of Company)

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

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

1. You (the participant) have consented in writing;

2. The disclosure is required by a court order;

3. The information is necessary to meet a medical emergency involving you;

4. The information is required by qualified personnel or research, audit or program evaluation.

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

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

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

Copy to employee's file.

ADDENDUM II
RESIDENTIAL MARKET RECOVERY PROGRAM

This Amendment of Agreement by and between THE GENERAL CONTRACTORS LABOR ASSOCIATION AND THE BUILDING INDUSTRY LABOR ASSOCIATION OF HAWAII, hereinafter referred to as the "Association", and the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 368, AFL-CIO, hereinafter referred to as the "Union", constitutes the basis of agreement and amendment of the existing Collective Bargaining Agreement for the establishment of the RESIDENTIAL MARKET RECOVERY PROGRAM, hereinafter referred to as the "Program".

1. (a) This agreement is for private single family residential homes with a permit value of less than Two Hundred Fifty Thousand Dollars ($250,000), subject to increase by written mutual agreement between the Union and Contractor.

(b) Other projects may be approved (residential or non-residential) when the Union feels that competitive forces require a different cost package and/or terms and conditions. In such cases, cost packages and terms and conditions other than contained in paragraph 5 may be approved by the Union. It is expressly understood that any modification approved by the Union in accordance with this paragraph shall not be a violation of Section 30, Most Favored Nation Clause.

(c) The special cost package and/or terms and conditions outlined in paragraph 1(a) and 1(b) above, shall be in writing and shall only apply to the projects specifically approved by the Union and not to any other project.

2. The Union shall be charged with application review and administration of the Program.

(a) Contractors who wish to apply the Program parameters shall submit a Residential Market Recovery Notification Form to the Union who will insure the project meets the criteria of the Program.

(b) The Union will review all submissions promptly to ensure that contractors have clearance prior to bidding.

(c) An appeals board, consisting of equal numbers of management (one (1) GCLA member and one (1) BILA member) and union trustees (such union trustees to be selected and/or appointed solely by the Union), will be established for the review of denied applications as needed. Decisions will be determined by a majority vote.

(d) The Union will provide to the Association on a regular basis a list of all contractors participating in this Program. In the event the Union and contractor agree to a package that differs from the provisions of this amendment, a copy of the revised package shall also be provided.

3. Employees of signatory contractors on payroll as of _____ will not be covered by the Program unless a waiver is signed by both the Union and the affected employee.

4. Section 13. HOLIDAYS Section 13 shall be modified to read:

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

(a) At one-and-one half times the employee's regular straight time rate

Fourth of July	Labor Day
Veteran's Day	Christmas Day
Thanksgiving Day	New Year's Day

13.2 Holidays Falling on Saturday or Sunday. In the event any of the holidays falls on a Saturday, the preceding Friday shall be considered the holiday. In the event any of the six (6) above-listed holidays falls on a Sunday, the following Monday shall be considered the holiday.

13.3 "Switching" and/or Substitution of Any Holidays. The Contractor may, by written mutual agreement with the Union, "switch" any of the six (6) above-listed holidays to a day other than the day on which it falls and/or

substitute the Day After Thanksgiving as a holiday in place of any of the six (6) listed holidays. The Contractor will notify the Union of its desire to "switch" and/or substitute any of the above holidays. Such notification shall be made at least five (5) calendar days prior to the effective date of any "switch" in holidays.

NOTE: At the present time, paragraph 13.3, immediately above, can be applied without penalty ONLY to PRIVATE and FEDERAL projects. With respect to State and County projects, however, State law requires that the time and one-half rate be paid for any work performed on State (and County) recognized holidays.

5. Section 14. EMPLOYEE BENEFITS AND CONTACTOR PAYMENTS The following benefit schedule shall apply for the RESIDENTIAL MARKET RECOVERY PROGRAM:

Wage Rate	
Health & Welfare	
Pension	
Vacation	
Training	
Annuity	
Wages	
LECET	
Wage/Fringe Option	
TOTAL PACKAGE	

NOTE: Management add-ons remain unchanged

6. Should the RESIDENTIAL MARKET RECOVERY PROGRAM be terminated when the current collective bargaining agreement expires, projects which were bid, negotiated or contracted for prior to August 31, 2007, shall nevertheless be allowed to finish as if the program was still in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum of Agreement to be executed this _____ day of _____, 2003

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 368, AFL-CIO

By:_____

GENERAL CONTRACTORS LABOR ASSOCIATION

By:_____

BUILDING INDUSTRY LABOR ASSOCIATION

By:_____

APPENDIX B
(Continued)

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

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

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

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

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

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

_____

Director of Environomental Safety and Health,
Personnel Manager, or designee

cc: Medical Review Officer

APPENDIX 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.