



Labor & Management Agreement

SHEET METAL WORKERS
INTERNATIONAL ASSOCIATION,
LOCAL 293
Honolulu, Hawaii

&

SHEET METAL
CONTRACTORS ASSOCIATION

March 1, 2020 - February 28, 2025

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LABOR-MANAGEMENT AGREEMENT

This agreement amends and supersedes the Labor and Management Agreement between the Sheet Metal Contractors Association and the Sheet Metal Workers' International Association, Local 293, AFL-CIO dated as of March 1, 2015 – February 29, 2020.

WITNESSETH

The Employers and the Union hereby agree to amend their Labor and Management Agreement dated as of March 1, 2020, as follows:

1. **ADOPT THE NEW STANDARD FORM OF UNION AGREEMENT (FORM A-01-05).**
2. **AMEND THE FOLLOWING ARTICLES AND SECTIONS TO THE ADDENDA TO THE STANDARD FORM OF UNION AGREEMENT (A-01-05) TO READ AS FOLLOWS:**

PREAMBLE

Agreement entered into this ____ day of _____, 20 ____ by and between _____
(contractor or contractor's assn.)

of Hawaii and each business establishment individually, whether represented by a Contractor Association or not, hereinafter referred to as the Employer, and Local Union No. _____ of Sheet Metal Workers' International Association, hereinafter referred to as the Union for _____.
(specify area covered by this agreement)

ARTICLE I

SECTION 1. This agreement covers the rates of pay, and conditions of employment of all employees of the employer engaged in but not limited to the (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems, and air han-

dling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (See ADDENDA, ARTICLE XXXIV), and (e) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

ARTICLE II

SECTION 1. No Employer shall subcontract or assign any of the work described herein which is to be performed at a job site to any contractor, subcontractor or other person or party who fails to agree in writing to comply with the conditions of employment contained herein including, without limitations, those relating to union security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.

SECTION 2. Subject to other applicable provisions of this Agreement, the Employer agrees that when sub-contracting for prefabrication of materials covered herein, such prefabrication shall be subcontracted to fabricators who pay their employees engaged in such fabrications not less than the prevailing wage for comparable sheet metal fabrication, as established under provisions of this Agreement.

ARTICLE III

SECTION 1. The Employer agrees that none but journeyman, apprentice and preapprentice sheet metal workers shall be employed on any work described in Article I. And, further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work to be performed at a jobsite prior to commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to by and between the SMACNA and SMWIA, shall be provided to the Employer. (See ADDENDA, ARTICLE III).

ARTICLE IV

SECTION 1. The Union agrees to furnish upon request by the Employer, duly qualified journeyman, apprentice preapprentice sheet metal workers in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Agreement. (See ADDENDA, ARTICLE III).

ARTICLE V

SECTION 1. The Employer agrees to require membership in the Union, as a condition of continued employment of all employees performing any of the work specified in Article I of this Agreement, within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is the later, provided the Employer has reasonable ground for believing that membership is available to such employees on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

SECTION 2. If during the term of this Agreement the Labor-Management Relations Act of 1947 shall be amended by Congress in such manner as to reduce the time within which an employee may be required to acquire union membership, such reduced time limit shall become immediately effective instead of and without regard to the time limit specified in Section 1 of this Article.

SECTION 3. The provisions of this Article shall be deemed to be of no force and effect in any state, to the extent to which the making or enforcement of such provision is contrary to law. In any state where the making and enforcement of such provision is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to involved employees immediately upon compliance with such conditions.

SECTION 4. The Employer agrees to deduct Union dues, assessment or service fees (excluding fines and initiation fees) from each week's pay of those employees who have authorized such deductions in writing, irrespective of whether they are Union members. Not later than the twentieth day of each month, the Employer shall

remit to the designated financial officer of the Union the amount of deductions made for the prior month, together with a list of employees and their Social Security numbers for whom such deductions have been made. (See ADDENDA, ARTICLE XXIX).

ARTICLE VI

SECTION 1. The regular working day shall consist of _____ (_____) hours labor in the shop or on the job between eight (8) a.m. and five (5) p.m. and the regular working week shall consist of five (5) consecutive _____ (_____) hours days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular work week, shall be at _____ (_____) times the regular rate.

A make-up day may be scheduled for work missed due to inclement weather, when mutually agreed between the Local Union and Employer. The make-up hours shall be paid at the regular hourly rate of pay.

Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time. (See ADDENDA, ARTICLE X).

SECTION 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days locally observed as such, and Saturday and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as follows: (See ADDENDA, ARTICLE XVI).

SECTION 3. It is agreed that all work performed outside of regular working hours during the regular work week and on holidays shall be performed only upon notification by the Employer to the Local Union in advance of scheduling such work. Preference to overtime and holiday work shall be given to men on the job on a rotation basis so as to equalize such work as nearly as possible. (See ADDENDA, ARTICLE X).

SECTION 4. Shift work and the pay and conditions therefore shall be only as provided in written addenda attached to this Agreement. Energy conservation-Retrofit work performed outside the regular work day in occupied buildings shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided. (See ADDENDA, ARTICLE X).

ARTICLE VII

SECTION 1. When employed in a shop or on a job within the limits of the State of Hawaii, employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours. (See ADDENDA, ARTICLE XI).

SECTION 2. When employed outside the jurisdiction of the Union, Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense may be paid by a zone or other method of payment. If this alternative method is used, it will be as provided in a written addendum attached hereto. (See ADDENDA, ARTICLE XI).

The parties intend travel pay to fairly compensate employees for travel, not to place contractors at a competitive disadvantage due to geographic location or to create artificial barriers against out-of-area contractors. (See ADDENDA, ARTICLE XI).

ARTICLE VIII

SECTION 1. The minimum rate of wages for journeymen sheet metal workers covered by this Agreement when employed in a shop

or on a job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be \$ _____ per hour, except as hereinafter specified in Section 2 of this Article. (See ADDENDA, EXHIBIT A).

SECTION 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen sheet metal workers, apprentices and/or preapprentices within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other Local Union affiliated with Sheet Metal Workers' International Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the job site Union shall be paid to the journeymen employed on such work in the home shop or sent to the job site. (See ADDENDA, ARTICLE III).

SECTION 3. The provisions of Section 2 of this Article, Section 2 of Article II and Section 1 of Article III shall not be applicable to the manufacture for sale to the trade or purchase of the following items:

1. Ventilators
2. Louvers
3. Automatic and fire dampers
4. Radiator and air conditioning unit enclosures
5. Fabricated pipe and fittings for residential installations and light commercial work as defined in the locality.
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers, grilles, registers
9. Sound attenuators
10. Chutes
11. Double-wall panel plenums
12. Angle rings

SECTION 4. The provisions of Section 2 of this Article shall not be applicable to AIR POLLUTION CONTROL SYSTEMS fabricated for the purpose of removing air pollutants, excluding air conditioning, heating and ventilating systems. In addition, the provisions of Section 2 of this Article will not be applicable to the manufacture of spiral pipe and fittings for high pressure systems.

SECTION 5. Except as provided in Section 2 and 6 of this Article, the Employer agrees that journeymen sheet metal workers hired outside of the territorial jurisdiction of this Agreement shall receive the wage scale and working conditions of the local Agreement covering the territory in which such work is performed or supervised.

SECTION 6. When the Employer has any work specified in Article I of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another union affiliated with the Sheet Metal Workers' International Association, and qualified sheet metal workers are available in such area, he may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of that local Agreement. If employees are sent into an area where there is no local Agreement of the Sheet Metal Workers' International Association covering the area then the minimum conditions of the home local union shall apply.

SECTION 7. In applying the provisions of Sections 2, 5, and 6 of this Article VIII, the term "wage scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate provided in said Sections.

SECTION 8. Welfare benefit contributions shall not be duplicated.

When Sheet Metal workers are employed temporarily outside the jurisdiction of their home local union, the parties signatory to this Agreement agree to arrange through the Health & Welfare Trust Fund to transmit health and welfare contributions made on behalf of the employee to the Health and Welfare Fund in the employee's home local union.

The parties to this agreement agree to establish a system for continuing health and welfare coverage for employees working temporarily outside the jurisdiction of the local collective bargaining agreement when health and welfare contributions are transmitted on their behalf by trust funds from other areas.

When sheet metal workers are temporarily employed outside the jurisdiction of their home local union, the parties signatory to this agreement shall arrange to transmit any 401(k) contributions required to be made to a 401(k) plan where the work is performed to a 401(k) plan established for the employee's home local union, and/or to the National Supplemental Savings Fund.

This obligation is conditioned upon a suitable reciprocity arrangement being agreed to by the trustees of such plans.

SECTION 9. Wages at the established rates specified herein shall be paid _____ in the shop or on the job at or before quitting time on _____ of each week, and no more than two (2) days' pay will be withheld. However, employees when discharged shall be paid in full. (See ADDENDA, ARTICLE XVII)

SECTION 10. Journeymen sheet metal workers who report for work by direction of the Employer, and are not placed to work, shall be entitled to two (2) hours' pay at the established rate. This provision, however, shall not apply under conditions over which the Employer has no control. (See ADDENDA, ARTICLE X).

SECTION 11. Each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article I of this Agreement. However, it will be permissible for an owner-member to be the journeyman sheet metal worker.

SECTION 12(a). Contributions provided for in Section 12(b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion. Such programs serving to expand the market for the services of the sheet metal industry, improve the technical and business skills of employers, stabilize and improve Employer-Union relations, and promote, support and improve the employment opportunities for employees. No part of

any such payments, however, shall be used for any other purpose except as expressly specified above.

(b) The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) seven cents (\$0.07) per hour for each hour worked on and after the effective date of this agreement by each employee of the employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted to IFUS, 8224 Old Courthouse Rd., Vienna, Virginia 22180, or for the purpose of transmittal, through _____.
(Name of local remitting organization).

(c) The IFUS shall submit to the Sheet Metal Workers' International Association not less often than semiannually written reports describing accurately and in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the IFUS shall include in such written report a financial statement attested to by a certified public accountant containing its balance sheet and detailed statement of annual receipts and disbursements. Further specific detailed information in regard to IFUS activities or its receipts and/or expenditures shall be furnished to the Sheet Metal Workers' International Association upon written request.

(d) Grievances concerning use of IFUS funds for purposes prohibited under Section 12(a) or for violations of other subsections of this Section may be processed by the Sheet Metal Workers' International Association directly to the National Joint Adjustment Board under the provisions of Article X of this Agreement. In the event such proceeding results in a deadlock, either party may, upon ten (10) days notice to the other party, submit the issue to final and binding arbitration. The Arbitrator shall be selected by the Co-Chairmen of the National Joint Adjustment Board. The Arbitrator shall be authorized to impose any remedial order he deems appropriate for violation of this Section, including termination of the employer's obligation to contribute to the IFUS. The authority of the Arbitrator is expressly limited to a determination of a deadlocked issue under this Section, (Section 12, Article VIII), and no other. (See ADDENDA, ARTICLE XXX).

SECTION 13(a). Contributions provided for in Section 13(b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the Sheet Metal Industry, improve the technical and business skills of employers, stabilize and improve Employer-Union relations, and promote, support and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.

(b) The Employer shall pay to the _____

(Name and address of local industry fund)

(Hereinafter referred to as the local industry fund), _____ cents (\$0. ____) per hour for each hour worked on or after the effective date of this Agreement by each employee of the employer covered by this Agreement. Payment shall be made monthly on or before the 20th day of the succeeding month.

(c) The fund shall furnish to the Business Manager of the Union, not less often than semi-annually, written reports describing in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the Fund shall include in such written report, a statement attested to by a certified public accountant and containing its balance sheet and detailed statement of receipts and disbursements. Further specific detailed information in regard to Fund activities or its receipts and/or disbursements shall be furnished to the Business Manager of the Union upon his written request.

(d) Grievances concerning use of local industry fund monies to which an employer shall contribute for purposes prohibited under Section 13(a) or for violations of other subsections of this Section shall be handled under the provisions of Article X of this Agreement. The National Joint Adjustment Board shall be authorized to impose any remedial order for violation of this Section, including termination of the employer's obligation to contribute to the local industry fund. (See ADDENDA, ARTICLE XXX).

SECTION 14. The Union and Employer recognize that the

contributions provided in Sections 12(b) and 13(b) of this Article support activities that benefit the entire sheet metal industry. It is essential that the Employer support these activities, even though it may be performing sheet metal work under the provisions of a separate project agreement or maintenance agreement.

Therefore, hours worked for purposes of determining the contributions required under Sections 12(b) and 13(b) of this Article shall include all hours worked by each employee of the Employer under any project agreement or maintenance agreement, unless specifically excluded by the terms of a written addendum that is negotiated by the Contractors' Association and the Local Union that are parties to this Agreement.

SECTION 15. Effective as of the date of this Agreement, the Employers will contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry twelve cents (\$0.12) per hour for each hour worked by each employee of the employer covered by this agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the trustees of the fund, or for purposes of collection and transmittal through

(local transmittal office)

Effective as of the date of this agreement, the employers will contribute to the National Energy Management Institute Committee, a jointly administered trust fund, three cents (\$0.03) per hour for each hour worked by each employee of the employer covered by this agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the trustees of the fund, or for the purposes of collection and transmittal through _____.

(name of local transmittal office)

Effective as of the date of this agreement, the employers will contribute to the Sheet Metal Occupational Health Institute Trust two cents (\$0.02) per hour for each hour worked by each employee of the employer covered by this agreement until the Institute Trustees determine that the Trust is financially self-sufficient. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the trustees of the Trust, or

for purposes of collection and transmittal through _____

(name of local transmittal office)

The parties agree to be bound by the separate Agreements and Declarations of Trusts establishing the International Training Institute for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, and the Industry Fund of the United States and the separate agreements and declarations of trusts of all other local or national programs to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendment to said trust agreements as may be made from time to time and hereby designate as their representatives on the Board of Trustees such trustees as are named together with any successors who may be appointed pursuant to said agreements.

THE PARTIES AUTHORIZE THE TRUSTEES OF ALL NATIONAL FUNDS TO COOPERATIVELY ESTABLISH UNIFORM COLLECTION PROCEDURES TO PROVIDE FOR EFFICIENT AND EFFECTIVE OPERATION OF THE VARIOUS NATIONAL TRUSTS.

SECTION 16. In the event that the Employer becomes delinquent in making contributions to any national or local Fund, the Union may withdraw all employees from the service of the Employer within _____ days notice of such delinquency by the trustees. The withdrawal of such employees from the service of the Employer shall not constitute a violation of any provision of this Agreement. (See ADDENDA, ARTICLE XXV).

SECTION 17(a). The Employer shall comply with any bonding provisions governing local Funds that may be negotiated by the local parties and set forth as a written Addendum to this Agreement. The Employer shall likewise comply with bonding requirements established by the Trustees of the National Funds. (See ADDENDA, ARTICLE XXV).

(b) When an Employer is performing any work specified in Article I of this Agreement outside of the area covered by this Agreement, and within the area covered by another Agreement with a local union affiliated with the Sheet Metal Workers' International Association, the Employer shall comply with uniformly applied bonding

requirements of that local area that are reasonable and necessary to ensure the timely payment of any contribution that may be required to local and national Funds, but in no event shall such bonds be in excess of three (3) months estimated contributions to local and national Funds. (See ADDENDA, ARTICLE XXV).

ARTICLE IX

SECTION 1. Journeyman, apprentice and preapprentice sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools.

SECTION 2. Journeyman, apprentice and preapprentice sheet metal workers covered by this Agreement shall not be permitted or required as condition of employment to furnish the use of automobile or other conveyance to transport men, tools, equipment or materials from shop to job, from job to job, or from job to shop; facilities for such transportation to be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time or from shop to job to home at quitting time.

ARTICLE X

The Union and the Employer, whether party to this agreement independently or as a member of a multi-employer bargaining unit, agree to utilize and be bound by this article.

SECTION 1. Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. Both parties may participate in conferences through representatives of their choice.

To be valid, grievances must be raised within thirty (30) calendar days following the occurrence giving rise to the grievance, or, if the occurrence was not ascertainable, within thirty (30) calendar days of first knowledge of the facts giving rise to the grievance.

SECTION 2. Grievances not settled as provided in Section 1 of this Article may be appealed by either party to the Local Joint Adjustment Board where the work was performed or in the jurisdiction

of the employer's home local and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties of Local Joint Adjustment Board. The Board shall consist of representatives of the Union and of the local Employers' Association and both sides shall cast an equal number of votes at each meeting. The local Employers' Association, on its own initiative, may submit grievances for determination by the Board as provided in this Section. Except in the case of a deadlock, a decision of a Local Joint Adjustment Board shall be final and binding.

Notice of appeal to the Local Joint Adjustment Board shall be given within thirty (30) days after termination of the procedures prescribed in Section 1 of this Article, unless the time is extended by a mutual agreement of the parties.

SECTION 3. Grievances not disposed of under the procedure prescribed in Section 2 of this Article, because of a deadlock, or failure of such Board to act, may be appealed jointly or by either party to a Panel, consisting of one (1) representative appointed by the Labor Co-Chairman of the National Joint Adjustment Board and one (1) representative appointed by the Management Co-Chairman of the National Joint Adjustment Board. Appeals shall be mailed to the National Joint Adjustment Board. (*) Notice of appeal to the Panel shall be given within thirty (30) days after termination of the procedures prescribed in Section 2 of this Article. Such Panel shall meet promptly, but in no event more than fourteen (14) calendar days following receipt of such appeal, unless such time is extended by mutual agreement of the Panel members. Except in case of deadlock, the decision of the panel shall be final and binding.

Notwithstanding the provisions of Paragraph 1 of this Section, an Employer who was not a party to the labor agreement of the area in which the work in dispute is performed may appeal the decision of the Local Joint Adjustment Board, including an unanimous decision, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-Chairmen of the National Joint Adjustment Board.

For the purposes of this Section, an Employer who is party to the Labor Agreement of the area in which the work in dispute is

performed, but has no permanent shop within the area served by the Local Joint Adjustment Board that rendered the unanimous decision, may also be entitled to appeal a deadlocked or unanimous Local Joint Adjustment Board decision and request a Panel hearing.

SECTION 4. Grievances not settled as provided in Section 3 of this Article may be appealed jointly or by either party to the National Joint Adjustment Board. Submission shall be made and decisions rendered under such procedures as may be prescribed by such Board. Appeals to the National Joint Adjustment Board shall be submitted within thirty (30) days after termination of the procedures described in Section 3 of this Article. (Copies of the procedures may be obtained from the National Joint Adjustment Board.*)

SECTION 5. A Local Joint Adjustment Board, Panel and the National Joint Adjustment Board are empowered to render such decision and grant such relief to either party as they deem necessary and proper, including awards of damages or other compensation.

SECTION 6. In the event of non-compliance within thirty (30) calendar days following the mailing of a decision of a Local Joint Adjustment Board, Panel or the National Joint Adjustment Board, a local party may enforce the award by any means including proceedings in a court of competent jurisdiction in accord with applicable state and federal law. If the party seeking to enforce the award prevails in litigation, such party shall be entitled to its costs and attorney's fees in addition to such other relief as is directed by the courts. Any party that unsuccessfully challenges the validity of an award in a legal proceeding shall also be liable for the costs and attorneys' fees of the opposing parties in the legal proceedings.

SECTION 7. Failure to exercise the right of appeal at any step thereof within the time limit provided therefor shall void any right of appeal applicable to the facts and remedies of the grievances involved. There shall be no cessation of work by strike or lockout during the pendency of the procedures provided for in this Article. Except in case of deadlock, the decision of the National Joint Adjustment Board shall be final and binding.

SECTION 8. In addition to the settlement of grievances arising out of interpretation or enforcement of this agreement as set forth in the preceding sections of this Article, any controversy or dispute arising out of the failure of the parties to negotiate a renewal of this

Agreement shall be settled as hereinafter provided:

(a) Should the negotiations for a renewal of this agreement become deadlocked in the opinion of the union representative(s) or of the employer(s) representative, or both, notice to that effect shall be given to the National Joint Adjustment Board.

If the Co-Chairmen of the National Joint Adjustment Board believe the dispute might be adjusted without going to final hearing before the National Joint Adjustment Board, each will then designate a panel representative who shall proceed to the locale where the dispute exists as soon as convenient, attempt to conciliate the differences between the parties and bring about a mutually acceptable agreement. If such panel representatives or either of them conclude that they cannot resolve the dispute, the parties thereto and the Co-Chairmen of the National Joint Adjustment Board shall be promptly so notified without recommendation from the panel representatives. Should the Co-Chairmen of the National Joint Adjustment Board fail or decline to appoint a panel member or should notice of failure of the panel representatives to resolve the dispute be given, the parties shall promptly be notified so that either party may submit the dispute to the National Joint Adjustment Board.

In addition to the mediation procedure set forth above or as an alternate thereto, the Co-Chairmen of the Board may each designate a member to serve as a subcommittee and hear the dispute in the local area. Such committees shall function as arbitrators and are authorized to resolve all or part of the issues. They are not, however, authorized to deadlock and the matter shall be heard by the National Joint Adjustment Board in the event a subcommittee is unable to direct an entire resolution of the dispute.

The dispute shall be submitted to the National Joint Adjustment Board pursuant to the rules as established and modified from time to time by the National Joint Adjustment Board. The unanimous decision of said Board shall be final and binding upon the parties, reduced to writing, signed and mailed to the parties as soon as possible after the decision has been reached. There shall be no cessation of work by strike or lockout, unless and until said Board fails to reach a unanimous decision and the parties have received written notification of its failure.

(b) Any application to the National Joint Adjustment Board

shall be upon forms prepared for that purpose subject to any changes which may be decided by the Board from time to time. The representatives of the parties who appear at the hearing will be given the opportunity to present oral argument and answer any questions raised by members of the Board. Any briefs filed by either party including copies of pertinent exhibits shall also be exchanged between the parties and filed with the National Adjustment Board at least twenty-four (24) hours in advance of the hearing.

(c) The National Joint Adjustment Board shall have the right to establish time limits which must be met with respect to each and every step or procedure contained in this section. In addition, the Co-Chairmen of the National Joint Adjustment Board shall have the right to designate time limits which will be applicable to any particular case and any step therein which may be communicated to the parties by mail, facsimile or telephone notification.

(d) Unless a different date is agreed upon mutually between the parties or is directed by the unanimous decision of the National Joint Adjustment Board, all effective dates in the new agreement shall be retroactive to the date immediately following the expiration date of the expiring agreement. (See ADDENDA, ARTICLE XXX).

SECTION 9. Employers not contributing to the Industry Fund of the United States (IFUS) will be assessed a fee to be determined periodically by the Administrator of the National Joint Adjustment Board. Proceeds will be used to reimburse IFUS for costs of arbitration under the provisions of Article X.

SECTION 10. In addition to the settlement of disputes provided for in Sections 1 through 8 of this Article, either party may invoke the services of the National Joint Adjustment Board to resolve disputes over the initial establishment of terms for specialty addenda, if the provisions of Article X have been adopted in their entirety, and without modification.

Such a dispute may be submitted upon the request of either party any time that local negotiations for such an agreement have been unsuccessful. Such a dispute shall be submitted to the National Joint Adjustment Board pursuant to the rules as established and modified from time to time by said Board. The unanimous decision of said Board shall be final and binding upon the parties. There shall be no strike or lockout over such a dispute.

SECTION 11. In administering and conduction dispute resolution activities under the arbitration procedures of the Standard Form of Union Agreement, the National Joint Adjustment Board, the Sheet Metal Workers' International Association, the Sheet Metal and Air Conditioning Contractors' National Association, Inc., and their representatives, are functioning as arbitrators and not as the representative of any entity that is party to such dispute. Therefore, they shall enjoy all of the rights, privileges, and immunities afforded to arbitrators under applicable law.

ARTICLE XI

SECTION 1. All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of an equal number of trustees, half of whom shall be selected by the Employer, and half by the Union. There shall be a minimum of 4 trustees. Said Joint Apprenticeship and Training Committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement. (See ADDENDA, ARTICLE VIII).

SECTION 2. The Joint Apprenticeship and Training Committee designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprenticeship Committee caused by resignation or otherwise, may be filled by either party hereto, and it is hereby mutually agreed by both parties hereto, that they will individually and collectively cooperate to the extent that duly qualified apprentices be given every opportunity to secure proper technical and practical education experience in the trade, under the supervision of the Joint Apprenticeship and Training Committee. (See ADDENDA, ARTICLE VIII).

(a) The parties will review the needs for specialized and skill-up-grade training and cooperate to establish necessary programs which will then be supervised by the Joint Apprenticeship Training

Committee.

SECTION 3. It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the International Training Institute and any Local Joint Apprenticeship and Training Fund (Local JATC) will not be used to train apprentices or journeymen who will be employed by employers in the Sheet Metal Industry not signatory to a collective bargaining agreement providing for contributions to the International Training Institute and a Local JATC. Therefore, the trustees of the International Training Institute and Local JATC shall adopt and implement a Scholarship Loan Agreement Program which will require apprentices and journeymen employed by signatory Employers to repay the cost of training either by service following training within the union sector of the industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory Employer in the Sheet Metal Industry. The cost of training shall include the reasonable value of all International Training Institute and Local JATC materials, facilities and personnel utilized in training. If a Local JATC does not implement the Scholarship Loan Agreement, the Local JATC shall be prohibited from utilizing International Training Institute materials and programs.

SECTION 4. It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant apprentices on the basis of one (1) apprentice for each three (3) journeymen regularly employed throughout the year. Provided, however, an Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work. (See ADDENDA, ARTICLE VIII).

SECTION 5. Each apprentice shall serve an apprenticeship of up to five (5) years and such apprentices shall not be in charge of work on any job and shall work under the supervision of a journeyman until apprenticeship terms have been completed and they have qualified as journeymen.

SECTION 6. A graduated wage scale for apprentices shall be established and maintained on the following percentage basis of the established wage rate of journeymen sheet metal workers (See ADDENDA, ARTICLE VIII):

First Year — First half 40% — Second half 45%

Second Year — First half 50% — Second half 55%

Third Year — First half 60% — Second half 65%

Fourth Year — First half 70% — Second half 75%

Fifth Year (where applicable) — First half 80% — Second half 85%

This Section shall not have the effect of reducing the wage progression schedule of any apprentice who was indentured prior to the effective date of this Agreement. (See ADDENDA, ARTICLE VIII).

SECTION 7. The parties will establish on a local basis the SMWIA Youth-to-Youth program (the program) and the procedures to enable all apprentices to participate in the program. The activities of the program that deal with organizing and other traditional union activities shall be funded by the Local Union through a checkoff in compliance with the provisions of Section 302(c) of the Labor-Management Relations Act of 1947. Activities that may be funded by Employer contributions shall be so funded if, and to the extent, the parties shall agree locally to sponsor and implement the same.

SECTION 8. The parties agree that concentrated apprenticeship training is preferable to night-schooling and urge the Joint Apprenticeship and Training Committee to implement concentrated training during the term of this Agreement.

The parties recognize that previous experience in the industry can be considered when evaluating and placing sheet metal workers into the apprenticeship program and the JATC shall work cooperatively with the parties in establishing standards for placing employees into the program. The parties shall also address the need to provide continuity in health care for those workers entering the program with prior experience in the industry.

SECTION 9. The parties agree that career-long skill upgrade training is necessary for an effective workforce and agree to undertake those measures available to them to encourage continuing training for sheet metal journeymen.

ARTICLE XII

SECTION 1. It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee and the Joint

Apprenticeship and Training Committee shall grant preapprentices on the basis of one preapprentice for each three apprentices employed by the Employer. Provided, however, that an Employer who employs one or more apprentices and at least three sheet metal journeymen shall be entitled to at least one preapprentice. Any apprentice of the Employer on layoff at the effective date of this agreement must be rehired before said Employer is entitled to any preapprentice. Thereafter, the same conditions and ratios shall apply (See ADDENDA, ARTICLES III and VIII).

In the event the Employer is entitled to employ a preapprentice and the Union fails to comply with the Employer's written request to furnish a preapprentice within forty-eight (48) hours, the Employer may hire such employees and refer them to the Joint Apprenticeship and Training Committee for enrollment.

Preapprentices shall be enrolled as applicants for future openings in the apprenticeship program. The Joint Apprenticeship and Training Committee shall evaluate the qualifications of preapprentices for such openings during the first year of employment. No preapprentice shall be retained beyond one year unless he has been found to be qualified as an applicant.

The wage scale for preapprentices shall be thirty (30) percent of the wage rate of journeymen sheet metal workers. Health and welfare coverage shall be arranged on behalf of the preapprentices by the parties. (See ADDENDA, ARTICLE III).

Pension contributions will be paid on all hours worked beginning with the first payroll period after 90 days in the amount of five percent (5%) of the journeyman pension fund contribution, to the next whole cent, or a minimum of twelve cents (\$0.12) per hour, whichever is greater, for each hour worked on or after the effective date of this agreement. The parties shall make all necessary arrangements so that any preapprentice being reclassified shall experience no break in benefits coverage. (See ADDENDA, ARTICLE III).

ARTICLE XIII

SECTION 1. Classified workers may be employed in the following ratio:

- A. one (1) classified worker for any Employer who employs an apprentice;

- B. two (2) classified workers for any Employer who employs at least three (3) apprentices;
- C. thereafter, the ratio will be one (1) classified worker for each additional three (3) apprentices employed.

Classified workers may perform any work covered by Article I of which they are capable and will work under the general direction of a journeyman. The wage rate for classified workers will be not less than forty percent (40%) of the journeyman wage rate. They shall be covered by the local health and welfare plan. Pension contributions shall be the same percentage as their wage rate.

In the event the Employer is entitled to employ a classified worker and the Union fails to comply with the Employer's written request to furnish a classified worker within forty-eight (48) hours, the Employer may directly hire such employees, and refer them to the Union.

ARTICLE XIV

SECTION 1. SMACNA and the SMWIA are committed to promoting productive and cooperative labor-management relations. In furtherance of this goal, the local Employers' association and local Union agree to establish a labor-management committee which shall meet on a regular basis, but not less often than quarterly, to discuss industry issues of mutual concern. Such committees will strive to improve communications, understand and respond to industry direction and trends, and resolve common issues collaboratively.

ARTICLE XV

SECTION 1. In applying the terms of this Agreement, and in fulfilling their obligations thereunder, neither the Employer nor the Union will discriminate in any manner prohibited by law.

ARTICLE XVI

(*)SECTION 1. This Agreement and Addenda Article Numbers 1 through 37 attached hereto shall become effective on the 1st day of March 2020 and remain in full force and effect until the 28th day of February 2025, and shall continue in force from year to year thereafter unless written notice of reopening is given not less than

ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice, provided, however, that, if this Agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 have been otherwise completed.

SECTION 2. If, pursuant to federal or state law, any provision of this agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of this Agreement shall remain in full force and effect.

SECTION 3. Notwithstanding any other provision of this Article, or any other Article of this Agreement, whenever an amendment to the Standard Form of Union Agreement shall be adopted by the National Joint Labor Relations Adjustment Committee, any part of this Agreement, upon the service of notice to all other parties hereto, shall have this Agreement reopened thirty (30) days thereafter, for the sole and only purpose of attempting to negotiate such amendment or amendments into this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue.

SECTION 4. Each employer hereby waives any right it may have to repudiate this agreement during the term of the agreement, or during the term of any extension, modification or amendment to this agreement.

SECTION 5. By execution of the agreement, the employer authorizes _____ to act as its
(name of local contractor association)

collective bargaining representative for all matters relating to this agreement. The parties agree that the employer will hereafter be a member of the multi-employer bargaining unit represented by said Association, unless this authorization is withdrawn by written notice to the Association and the Union at least 150 days prior to the then current expiration date of the agreement.

ALL ITEMS IN THE ADDENDA TO THE STANDARD FORM OF UNION AGREEMENT, A-3-88, UNLESS NOTED OTHERWISE, ARE AMENDED TO AGREE WITH THE PROVISIONS FOUND IN THE NEW STANDARD FORM OF UNION AGREE-

MENT FORM A-01-05 AND/OR OTHER PREVIOUS, AMENDMENTS AS NOTED IN THIS AGREEMENT.

In witness whereof, the parties hereto affix their signatures and seal this _____ day of _____, 20 ____ .

THIS STANDARD FORM OF UNION AGREEMENT HAS PROVIDED FOR THE INCLUSION OF PREAPPRENTICES AND A REDUCTION OF THE WAGE SCHEDULE FOR NEW APPRENTICES. THE PURPOSE OF THIS IS TO MAKE CONTRACTORS MORE COMPETITIVE WITH NONUNION COMPETITION. TO ACHIEVE THAT OBJECTIVE EMPLOYERS AGREE TO MINIMIZE MULTIPLE MARKUPS.

The Standard Form of Union Agreement is a recommended contract form that is revised from time to time by the Sheet Metal Workers' International Association and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. In establishing such a recommended contract form, neither the Sheet Metal Workers' International Association, nor the Sheet Metal and Air Conditioning Contractors' National Association Inc. has acted as the bargaining representative of any entity that may adopt all or part of the language of the Standard Form of Union Agreement. Furthermore, neither the Sheet Metal Workers' International Association nor the Sheet Metal and Air Conditioning Contractors' National Association, Inc., shall be deemed to be a party to any such collective bargaining agreement including such language.

SHEET METAL CONTRACTORS ASSOCIATION:



By: Kyong Tae Chang
Its President



By: David Parke
Its Secretary

**SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION,
LOCAL 293, AFL-CIO:**



By: Arthur B. Tolentino
Its Business Manager & Financial Secretary-Treasurer



By: Rick V. Paulino
Its President

(* All correspondence to the National Joint Adjustment Board shall be sent to the following address: National Joint Adjustment Board, P.O. Box 829, Merrifield, VA 22116-2829.

**ADDENDA TO
STANDARD FORM OF UNION AGREEMENT
(Form A-01-05)
CONTINUATION PROVISIONS**

ARTICLE I

SECTION 1. It is hereby agreed by the signatory parties that the provisions set for this Addenda to the Standard Form of Union Agreement are to become a part of said agreement, Form A-01-05.

SECTION 2. This agreement made this **1st** day of **March 2020**, by and between the Sheet Metal Contractors Association, herein referred to as “Association”, signatory employers who are members of the Association, and other signatory employers, all of whom are herein referred to as “Employers”, and the Sheet Metal Workers’ International Association, Local Union 293, AFL-CIO, hereinafter referred to as “Union”.

**ARTICLE II
WITNESSETH:**

SECTION 1. Whereas, the parties desire to establish and maintain harmonious cooperation between the Employers and the Union so as to avoid industrial conflict; and

Whereas, the parties desire to improve, protect and maintain the sheet metal and ventilation industry for the benefit of the employers, the employees, the union and community;

NOWTHEREFORE, the Employers and the Union hereby agree as follows:

ARTICLE III

SECTION 1. Definition of Employees: Any person employed by the Employer to perform any of the work covered under Article I, Section 1, of the Standard Form of Union Agreement is defined and hereinafter called “Employee”.

SECTION 2. Recognition: The Employers recognize the Union as the sole collective bargaining representative of all employees covered by this agreement for negotiation of wages, hours, and other conditions of employment in the State of Hawaii.

SECTION 3. Union Shop: Every employee covered by this agreement shall become and remain a member of the Union as a condition of employment from and after the 8th day following the date of his employment or the effective date of this agreement, whichever is later. If an employee does not become and remain a member of the Union as provided herein, he shall be discharged upon request of the Union. Membership in the Union is defined to mean the tendering of periodic dues and initiation fees uniformly required as a condition of membership.

SECTION 4. Referral Procedure: The referral procedure attached hereto as Exhibit "B" and made a part of this Agreement shall be followed by the Employers and the Union. No applicant shall be discriminated against because of race, creed, color, national origin, sex, or handicaps. There shall also be no discrimination against all veterans (including Vietnam era veterans).

SECTION 5. Preapprentice Sheet Metal Workers: The Employers and the Union hereby agree not to have preapprentice sheet metal workers covered in this agreement. Both parties agree that this agreement only covers the rates of pay and conditions of employment for journeymen and apprentices. All references to preapprentices in the Standard Form of Union Agreement is hereby deleted.

SECTION 6. Definition of Supervisor: A supervisor is an employee covered under this agreement who has been designated a Foreman, a Working Foreman, or a Lead Man by his Employer.

SECTION 7. Clarifications.

Compensable Hour: Compensable hour as used in this agreement means "each hour actually worked by the employee". When applied to fringe benefit contributions, compensable hour means contributions will be made only for each hour actually worked. Compensable hour should not be confused with overtime or shift work rate of pay.

Travel Allowance Pay: Travel allowance pay shall include only wages as shown on Exhibit "A". No payment for any other item as shown on Exhibit "A" need to be paid when calculating travel allowance pay as required under this agreement.

ARTICLE IV

SECTION 1. Access to Shop or Job Site: The Employer shall not prohibit the Business Manager of the Local Union and/or his assistants from access to any shop or job site at any reasonable time provided that the representative notifies the Management of his presence.

ARTICLE V

SECTION 1. A Shop or a Job Steward shall be a working Employee who may be appointed in shops and on jobs if necessary, by the Business Manager of the Union or his authorized representatives who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times. The Local Union agrees that such duties shall be performed as expeditiously as possible, and the Employer agrees to allow Stewards a reasonable amount of time for the performance of such duties. The Local Union shall notify the Employer of the appointment of each Steward in writing.

SECTION 2. Stewards shall observe conditions of employment and conduct of Employees, as defined in "Definition of Employees" in this Agreement so that the duties and obligations of Employee and the provisions of this Agreement shall be complied with; and shall assist whenever possible in adjusting minor differences or misunderstandings which arise, but shall immediately notify the Local Union Office regarding the interpretations or application of the provisions of this Agreement in connection with the employment of Employees in shops or on jobs.

SECTION 3. It is also agreed by both parties that, in the event a Steward is transferred from shop to job or job to shop, the Employer will cooperate with the Steward in notifying the Local Union Business Manager's Office.

SECTION 4. In the event that overtime work is required, the Steward shall be given preference to perform such overtime work unless the work performed is a specialty type of work for which the Steward is not qualified or when the performance of such overtime work by the Steward unduly disrupts the normal flow of work.

SECTION 5. In no event shall an individual Employer discriminate against a Steward, or lay him/her off, or discharge him, on

account of any action taken by him in the performance of his Union duties, which are not in violation of the terms of this Agreement.

SECTION 6. Provided said Employer has been notified of the Steward's appointment, as required above, a Steward shall not be laid off without just cause. The Employer shall notify the Union in writing of his intention to lay off or transfer a Shop or Job Steward for cause. This notice must be in the Union Office three (3) full working days prior to anticipated lay off or transfer. The Union retains the right to investigate the cause for lay off, discharge or transfer.

SECTION 7. Should the Union disagree with the Employer's reasons for transfer, discharge or lay off of a Steward, then the case will be processed in accordance with the grievance procedure except that the decision shall be rendered within three (3) working days. If the decision is that the Steward was transferred, laid off or discharged without just cause, then he shall be reinstated by the Employer with no loss of pay, not to exceed three (3) days pay.

ARTICLE VI

SECTION 1. Eligible Employers: No Employer shall be a party to an agreement with the Union unless he maintains a license as required by the State Contracting License Law; a legitimate place of business other than a residence, must be equipped with the tools required for the performance of the work in which this firm is engaged, is financially able to meet payroll requirements every week, complies with the State of Hawaii Workmen's Compensation Law, Hawaii Employment Security Law, Social Security Act and all other state and federal laws enacted to protect or benefit the employees and employs regularly at least one journeyman other than himself on a full-time basis. He shall also be required to obtain a Bond set forth in "Exhibit I".

SECTION 2. For good cause the terms and conditions of THIS ARTICLE may be varied by written waiver by the Union. Failure on the part of the Employer or the Union to observe any part of the terms of this Article is agreed to constitute a material breach of this Agreement and shall be processed in accordance with the grievance procedure.

SECTION 3. No employer shall be entitled to sign or become or remain subject to the terms of Funds, Payment, Posting and Bonding of these Addenda, a party of this Agreement if he is delinquent in payments to any Fund or Trust as described in this Agreement.

SECTION 4. All applicable provisions of the Occupational, Safety and Health Act (OSHA). Contractors' State Licensing Law, and Labor Code issued by the State of Hawaii shall be observed by the Employer.

ARTICLE VII

SECTION 1. Strikes, Lockouts and Picketing: While this Agreement is in effect, the Employer will not lockout his employees, and the Union will not authorize any strike, boycott, picketing, slow-down or conduct organized interference of an Employer's business.

SECTION 2. If the foregoing paragraph is violated without authority from the Union, neither the International Association nor the Union nor any of its officers or agents shall be liable if the Union declares publicly that such action is unauthorized and promptly orders its members to return to work notwithstanding the existence of any wildcat picket line.

SECTION 3. An Employer may discipline or discharge any employee who engages in, participates in, or encourages acts prohibited in this section. Such action by an Employer shall be final and binding upon the Union and its members and shall not be a violation of his agreement by an Employer. However, an issue of fact as to whether or not any employee engaged in, participated in, or encouraged any such violations may be subject to the Grievance Procedure as set forth in Article X of the Standard Form of Union Agreement.

SECTION 4. Any other provision to the contrary notwithstanding, nothing in this Agreement shall be construed as giving an Employer the right to require its employees to cross a lawful picket line. A lawful picket line is one authorized or recognized by the Building and Construction Trades Council of Honolulu.

ARTICLE VIII

SECTION 1. ARTICLE XI, Section 1, of the Standard Form of Union Agreement, Form A-01-05, is hereby amended to the effect that the Joint Apprenticeship Committee as described therein shall be composed of eight (8) members, four (4) of whom shall be selected by the Employers, and four (4) of whom shall be selected by the Union.

One alternate member may be appointed and/or removed by the association and the union respectively to serve on the Joint Apprenticeship Committee.

SECTION 2. The apprentice ratio as described in the Standard Form of Union Agreement, Form A-01-05, ARTICLE XI, SECTION 4, shall be amended as follows: The apprentice ratio in no case shall exceed the following on the total number of regularly employed Journeyworker Sheet Metal Workers of the Employer:

2 Apprentice to 1 Journeyworker

On the Jobsite **or** **Workshop**, the **overall** ratio shall not exceed:

2 Apprentice to 1 Journeyworker

SECTION 3. The overall Industry ratio of Apprentices to Journeyworkers shall not exceed one (1) Apprentice to two (2) Journeyworkers regularly employed at any time.

(The period designed below are six months increments):

First Period	0 - 1,000 hours	40%
Second Period	1,000 - 2,000 hours	45%
Third Period	2,000 - 3,000 hours	50%
Fourth Period	3,000 - 4,000 hours	55%
Fifth Period	4,000 - 5,000 hours	60%
Sixth Period	5,000 - 6,000 hours	65%
Seventh Period	6,000 - 7,000 hours	70%
Eighth Period	7,000 - 8,000 hours	75%
Ninth Period	8,000 - 9,000 hours	80%
Tenth Period	9,000 - 10,000 hours	85%

SECTION 4. All rates shall be calculated as follows: All calculated rates ending below .005 shall be rounded off to the full cent below, and all calculated rates ending .005 and above shall be rounded off to the next full cent above.

SECTION 5. The Joint Apprenticeship Committee shall have the sole power to determine the eligibility of Employers for employment of Apprentices.

SECTION 6.

- (a) The expenses necessary for the successful operation and administration of the Joint Apprenticeship Committee and Training Program shall be derived from a contribution by each employer under this agreement as shown in "Exhibit A" per each hour worked by each employee as described in ARTICLE I, Section 1, of the Standard Form of Union Agreement (Form A-01-05).
- (b) The contributions as mentioned in "Exhibit A" shall be transmitted directly to the Training Fund; providing that twelve cents (\$.12) shall then be transmitted to the International Training Institute.

SECTION 7. The Training Fund shall be used only as authorized by the Joint Apprenticeship Committee and approved by the Board of Trustees.

SECTION 8.

- (a) The Committee shall supervise all apprenticeship matters in accordance with this agreement and registered Apprenticeship Standards of the Sheet Metal Industry in the State of Hawaii.
- (b) Employers shall subscribe to the rules and regulations of the Committee.
- (c) It is the full responsibility of an Employer to see that every new employee shall be registered and fully indentured before being put to work, in accordance with the provisions as specified in the Apprenticeship Standards.
- (d) No apprentice will be assigned to shift work and overtime work on school nights.
- (e) No apprentice may, at any time, be paid at a lower or higher rate than indicated for his/her current level of progression in the program.
- (f) All hiring of registered apprentices shall be done through the hiring and referral procedure as set forth in this Agreement.

- (g) All new apprentices shall make an application and pass a written examination and be approved by the Joint Apprentice Committee and referred to the Sheet Metal Workers' Local Union 293 Office for referral.
- (h) An Employer will give the Committee 48 hours notice before laying off an apprentice. If an apprentice is discharged for cause, no notice is required.
- (i) If there is a dispute involving apprenticeship matters which cannot be settled by the Committee, such dispute shall be settled in accordance with the Grievance Procedure as set forth in this Agreement.
- (j) The International Association of Sheet Metal, Air, Rail and Transportation Local Union 293, AFL-CIO and the Sheet Metal Contractors Association, are committed to work together to improve the quality of the sheet metal worker. This Memorandum of Understanding "MOU" is only for the duration of the Labor & Management Agreement of March 1, 2020 to February 28, 2025 and is unenforceable thereafter.

The parties agree as follows:

1. The exception rule in hiring deserving employee is reduced from one year to 120 days.
2. The International Association of Sheet Metal, Air, Rail, Transportation Local Union 293, AFL-CIO agrees to not claim as its covered work the following which for purposes of this MOU will be the "Warehouse Worker" job description:
 - a. Delivery, Staging and Distribution
 - b. The Warehouse Worker may assist the Sheetmetal worker in clean up

ARTICLE IX

SECTION 1. Vacation:

- (a) It is hereby agreed that each employee covered by this Collective Bargaining Agreement must take his scheduled

vacation each year, unless said employee has been ill or on layoff for over thirty (30) days during that year. All employees must take their vacation in the year for which it has been earned, and shall not be eligible for employment in the Sheet Metal Industry during their vacation. Any violation of this article shall constitute a breach of this Labor Agreement and said Employers and employees will be subjected to penalty as follows: The Employer shall pay to the Vacation Fund \$100.00 for each day the employee works during his vacation. This penalty shall be refunded if the employee does, in fact, take his required vacation and verification of such is made by the Employer. If the violation is not corrected, the penalty will stand and the employee shall be charged and penalized by the Union in accordance with its Constitution. However, upon mutual agreement between the Union, the employee on vacation, and his Employer, the remainder of the employee's vacation pay may be re-scheduled for a latter date so long as the employee returns the unused portion of this vacation.

- (b) It is agreed and understood that payment under this plan is not a bonus and a two (2) weeks vacation must be taken yearly by the employee, except that additional time and accumulation of vacation may be granted by mutual agreement from the Employer and a letter of request to the Trustees through the Administrator of the Trust Funds explaining the reason for the request.
- (c) Provisions in this section may be suspended by parties to this agreement.

SECTION 2. Safety: Adequate safety and protective devices shall be supplied employees by the Employer on all hazardous work. In accordance with the requirements of Occupational Safety and Health Act of 1970, it shall be the exclusive responsibility of the Employer to the safety and health of its employees and compliance by them with any safety rules contained herein or established by the Employer.

Each employee shall comply with applicable safety requirements and wear prescribed safety equipment in order to prevent accidents

leading to bodily injury and property damage.

Each employee shall provide his/her own protective footwear whenever required at the jobsite.

Each employee shall use a hard hat whenever required. Failure of an employee to wear a hard hat may be just cause for immediate termination.

Nothing in this Agreement will make the Union liable to any employee in the event that injury or accident occurs.

SECTION 3. Personal Automobiles: No employee shall be required to use his/her personal automobile to transport workers or the Employer's material and/or equipment.

SECTION 4. Drinking Water: An adequate supply of water shall be available to employees on all job sites. When water is supplied on the job in containers, it shall be cooled and the Employer shall furnish paper cups to the employees or have an approved type of drinking fountain with rim guard to prevent the spread of disease.

SECTION 5. Listing Material: No employee shall list material from plans or in any other manner before or after regular working hours without specific authorization by the Employer. In such event he/she shall receive the overtime rate of pay.

SECTION 6. Employee Tools: Employees shall provide themselves with adequate hand tools to perform their work. Said hand tools, however, shall not include any electric, battery or air-driven tools. A tool box shall be made available by the Employer on every job site whenever practicable of sufficient size to store all of the tools of the employees working on job site. However, if the employee's tool kit is lost because of fire or theft, involving forcible entry, while in the Employer's care, the Employer shall replace such tools or reimburse his employee for the purchase of replacement tools up to a maximum of \$400.00. The Employer may require a tool list, however, if a tool list is required it shall be the sole responsibility of the Employer to provide a check off tool list at the time of employment which shall be checked off by the employee with the Employer's representative and filed with the Employer before starting work on the first day of work. Employees will be allowed sufficient time to pick up all tools before quitting time.

SUGGESTED TOOL LIST

One Bulldog Snips	One Center or Prickpunch
Two Pair Aviation Snips	Two Crescent Wrenches
One Pair Pliers	Two Screw Drivers
Two Vice-Grip Pliers	One Tinner's Hammer
One Scratch-Awl	One Keyhole Saw
One Pair 6" Dividers	One 8 oz. Plumb Bob
One 12" Level	Tool Box
One Hack Saw	Combination 12" Square
Sixteen Foot Tape Rule	Hand Tongs

SECTION 7. Lending Employees Prohibited: The employer shall not lend or cause to be loaned, any of his employees employed under this agreement to any other employer.

SECTION 8. No Employee Contracting or Moonlighting: No employee shall contract or moonlight any work covered by this Agreement directly or indirectly, independently of the Union or the Employer. The Employer shall not contract with any employee independently of the Union to perform work covered by this Agreement. Any employee found guilty of violating this paragraph shall be subject to disciplinary action, including any of the following:

1. fined \$5,000.00 or up to 50% of the value of the work performed or to be performed by the Union.
2. suspension or termination from the Union.
3. discharge by the Employer.

SECTION 9. Employer's Name: All trucks used by the Employer shall bear the name of the Employer's firm on both sides in letters legible at 100 feet. Signs shall be of a permanent type and remain as such.

SECTION 10. Bulletin Boards: The Employer shall provide a bulletin board in each shop for the exclusive use of the Union.

SECTION 11. Bad Road Transportation: Where a road to a job is in such condition that great damage to an employee's personal automobile might result if he drove over such road, the Employer shall furnish him with transportation to and from the job, except when such road is maintained by the City and County, State or Federal Government.

SECTION 12. Parking Expenses: Where free parking is not available within 1,500 feet of the job or project, the Employer shall reimburse his employees at the lowest rate available within said 1,500 feet area, provided that the employees present a signed and dated receipt for each parking expenditure. The Employer may, however, furnish transportation rather than reimburse the employees for such parking expenditures.

SECTION 13. General Contractors: The Employers may contract with a general contractor to do work covered by this Agreement on a construction site only if the general contractor is a party to Collective Bargaining Agreements with Unions covering the basic building tradesmen working on said site, provided, however, that the foregoing provision shall not apply to general contractors whose employees in the basic building trades on construction sites are not being organized by Unions representing said Building Trades.

SECTION 14. First Aid, CPR and OSHA 10* Certificate: The State of Hawaii's Occupational Safety and Health Standards requires a certain number of employees from each company to have a first aid and CPR certificate and other safety related certificates at each plant, department, or operation.

As a condition of employment, all employees covered by this Agreement shall at all times have a current first aid, CPR and OSHA 10* certificate. Employees with expired first aid and CPR certificates of more than 60 days shall not be eligible for employment and shall not be employed until the employee obtains a current first aid and CPR certificate.

If other safety related certificates are required at each plant, department, or operation, management will designate certain employees to obtain the required certificate.

Nothing in this Agreement will be construed to require the union or an employer to compensate an employee for obtaining a first aid, CPR and OSHA 10* certificate, or any other safety-related certificate.

*Effective date of OSHA 10 Certificates requirement is February 29, 2016

ARTICLE X

SECTION 1. Standard Workday and Work-Week Over-time: Eight consecutive hours except for one-half to one hour for lunch period shall be a standard workday, and Monday through Friday shall be a standard workweek. The standard workday shall start between 6:00 a.m. and 8 a.m. Any work performed outside the standard workday or the standard workweek, except for shift work as provided in ARTICLE X, Section 2, shall be paid for at one and one half the straight-time rate provided that work performed on any Sunday shall be paid for at double the straight-time rate.

For projects on another island, as provided in ARTICLE XI, Section 2, an employer may request approval to work 4 ten hour days or 4 nine hour days and 1 four hour day at the straight-time rate per week. Such approval shall be given by the Union only if the majority of the employees working on the project sign a document which states that they support the employer's request.

This paragraph is applicable only on private and federal jobs.

- (a) **Saturday Make-up Day:** The Standard workweek shall include Saturday, if Saturday is a make-up day. A make-up day may be caused by weather, owner's request, general contractor's request, equipment breakdown, power failure, accident which results in fatality, or other reasonable causes which would prevent employees from starting work on any one or more the regularly scheduled Monday through Friday workdays or prevents employees from working a full shift on any of said days, then Saturday, at the employer's option, may be scheduled as a make-up day at the employee's regular straight-time rate. On said Saturday, the straight-time rate shall apply for the employee's first eight (8) hours of work or upon completion of forty (40) straight-time hours of work for that week, whichever occurs first; one and one-half times the employee's regular straight-time rate for all hours worked thereafter. The employer shall request the union's approval by telephone or fax to work on Saturday as a make-up day. The form to be used by the employer for the request is set forth as APPENDIX G. The approval or disapproval of a make-up day shall be made at the sole discretion of the Union. There shall be no discrimination by the employer

based on an employee's refusal or inability to work on the makeup day.

This paragraph is applicable only on private and federal jobs.

SECTION 2. Shift Work: Shift work shall not be permitted, unless regular shifts are declared and established for at least two (2) consecutive workdays. Two (2) days, three (3) days, four (4) days, and five (5) days shift work can only be declared under the following conditions: A two (2) day shift work **MUST START** on a Thursday. A three (3) day shift work **MUST START** on a Wednesday. A four (4) day shift work **MUST START** on a Tuesday. A five (5) day shift work **MUST START** on a Monday. Shift work longer than one week may continue the next Monday and each subsequent Monday thereafter until the completion of the project. Due to specific job conditions and schedule, alternate shift other than those enumerated in this section may be utilized with the prior approval of the Union. Shift work on Friday (starts on Friday and ends on Saturday) shall be paid at the straight-time rate. **Shift work on Saturday shall be paid for at one and one-half times the straight-time rate.** Shift work on Sundays and holidays shall be paid for at double the straight-time rate. Shift work shall be between the hours of 4 p.m. and 7 a.m.

All employees must have an eight-hour rest period when changing shifts, unless required to work overtime following the shift change.

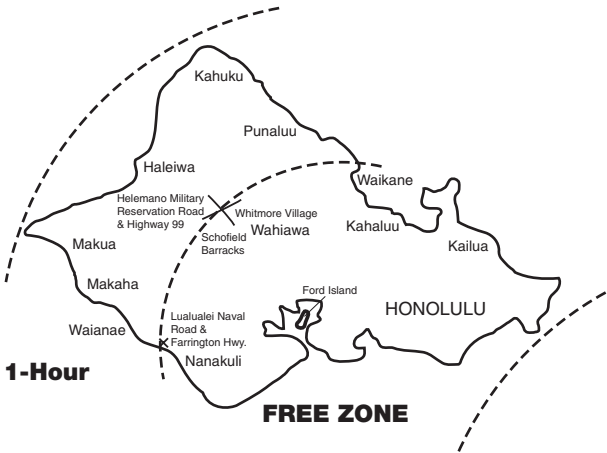
An employee shall be paid eight hours pay for seven and one-half hours of shift work. Seven and one-half consecutive hours, except for one-half to one hour for meal period shall be a standard shift workday. Work in excess of seven and one-half hours shall be paid for at one and one-half times the straight-time rate.

SECTION 3. Show-Up Time: Any employee reporting to work and who does so at the specified time shall receive a minimum of one hour work, or in the event one hour work is not furnished, shall receive a minimum of one hour's pay, unless such employee quits or voluntarily lays off or is discharged prior to the completion of one hour work. This provision, however, shall not apply under conditions over which the Employer has no control.

ARTICLE XI

SECTION 1. Travel Time Allowance:

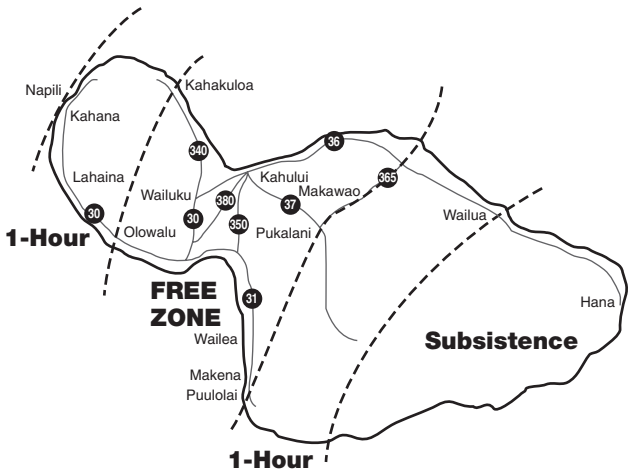
OAHU



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

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

MAUI



A **FREE ZONE** (zone in which travel allowance is not paid) originating from Wailuku and Kahului includes the area within the points connecting Puuolai, Olowalu, Kahakuloa, Pukalani-Makawao junction and Highway 36-365 junction.

All employees working beyond Puuolai, or beyond Olowalu, or beyond Kahakuloa, or beyond Pukalani-Makawao junctions, or beyond Highway 36-365 junction up to and including Wailua, shall be paid one (1) hour's travel allowance time per day at his/her straight-time rate.

If any employee is required to work at Hana and beyond, the provisions of Section 2 (b-2), Subsistence and Travel, shall apply.

HAWAII



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

A **FREE ZONE** (zone in which travel allowance is not paid) originating from Hilo includes the area within the points connecting Kalapana, Kilauea Military Camp, junction of Highway 20 and road which goes up to Mauna Kea and Hakalau Bridge.

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

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

If an employee from Hilo is required to work in the Kailua-Kona free zone area, the Kamuela and Kohala area, or the area between Kealia and Manuku Park, the provision of Section 2(b-2), Subsistence Allowance shall apply.

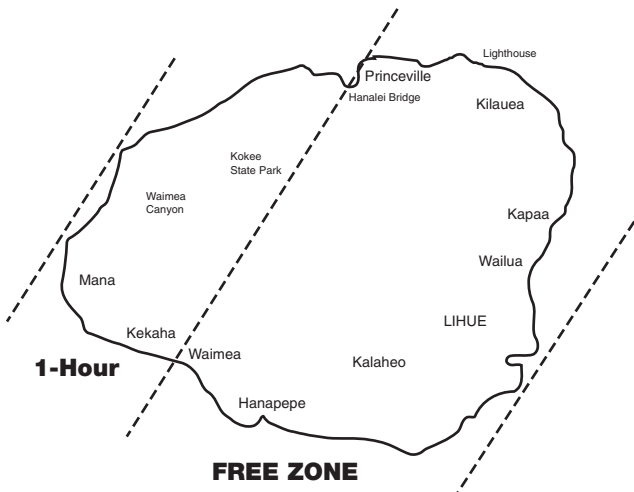
A FREE ZONE (zone in which travel allowance is not paid) originating from Kailua-Kona includes the area within the points connecting Kealia, Waikii, and Kawaihae.

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

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

If an employee from Kailua-Kona is required to work in the Hilo free zone area or the area between Naalehu and the Kilauea Military Camp, the provision of Section 2(b-2), Subsistence Allowance shall apply.

KAUAI



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

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

SECTION 2. Travel Away From Home:

- (a) Definitions: For purposes of this section, each of the following terms shall have the following meaning:
 - 1) Home Island” shall mean the island in the State of Hawaii where the Employer maintains a regular place of business and where the employee maintains his/her domicile.
 - 2) “Other or another island” shall mean an island included in the major islands of the State of Hawaii, namely

Kauai, Oahu, Molokai, Lanai, Maui and Hawaii, which is not the home island to which the employee is temporarily assigned by his/her Employer to work.

- 3) "Suitable transportation" shall mean scheduled airline transportation between the home island and the other island.
- (b) If an employee is assigned by his/her employer to work on another island, his/her employer shall:
 - 1) Due to increase security at the airports and an earlier arrival time required to travel to and from outside island jobs, employees shall be paid one (1) hour travel time, at straight-time rate for each leg of travel, provided the travel meets all the other provisions in this section.
 - 2) Effective March 1, 2020, meals and lodging subsistence allowance per day is as follows:

Two or More Employees - \$160.00 per employee
One Employee Only - \$220.00 per employee

The determination of whether to provide meals, lodging, or cash subsistence allowance rests with the employer. If the determination is to provide lodging, there should be no more than two employees per one bedroom or four employees per two bedrooms and one bathroom. If the determination is to provide lodging, the employer shall provide the employee with a cash meal allowance as follows:

Effective March 1, 2020 - \$46.00 per day
Effective March 1, 2021 - \$47.00 per day
Effective March 1, 2022 - \$48.00 per day
Effective March 1, 2023 - \$49.00 per day
Effective March 1, 2024 - \$50.00 per day.

- (c) If an employee is assigned by his/her Employer to work a project or projects on another island and it is reasonably anticipated that this will require the employee's absence from his/her home island for a period of sixty (60) days or more, the Employer shall:
 - 1) At his expense provide the employee with suitable airline round trip transportation to his/her home island leaving after the close of work on the first Friday following thirty

- (30) days from his original arrival on the other island and returning in time to report to work at the commencement of the workday on the following Monday.
- 2) If, following the first such round trip to his/her home island as provided in paragraph (b)-1) above, it is reasonably anticipated that the employee's work on the project or projects will be required for at least another forty-five (45) days, then the employee shall be entitled to and the Employer shall provide him/her with another similar weekend round-trip airline ticket to and from his/her home island twenty-eight (28) days after the first one, and shall continue to provide him/her with such weekend round trips to and from his/her home island so long as it is reasonably anticipated that the employee's work on such project or projects on the other island will be required for at least forty-five (45) days from the date of his/her last round trip to his/her home island at the Employer's expense.
 - 3) In the event the employee has been provided with a round trip to and from his/her home island at the Employer's expense for a special occasion when the project or projects on the other island have been closed down in the sole discretion of the employer over a long holiday weekend or on a holiday, then the employee shall not be entitled to the free weekend round-trip transportation to and from his/her home island provided in this section until the first Friday following twenty-eight (28) days from his/her last return and unless it is reasonably anticipated that the Employer's work on such project or projects will be required for at least forty-five (45) more days.
- (d) During the employee's absence from the other island overnight under any of the circumstances described in paragraph "(c)" above, his/her subsistence allowance for meals and lodging shall cease and he/she shall receive no travel time pay.
 - (e) If the employee does not stay on the work project or projects on the other island for thirty (30) days (if it requires more than 30 days) or until the work project is completed, (if it requires less than 30 days), he/she shall pay for all return

transportation to his/her home island and he/she shall receive no subsistence allowance or subsistence allowance for meals and lodging from the time he/she so leaves the work project.

- (f) Where the employee must return to his/her home island because of an emergency the Employer shall pay his/her transportation.
- (g) While the employee is working on the other island, the Employer shall provide him/her with adequate vehicular transportation from a designated pick-up point to the job site and return at the end of his work shift to the pick-up point.

ARTICLE XII SUPERVISION

SECTION 1. Employees covered by this Agreement working on jobs or in shops shall not accept direction or instruction from or recognize the authority of anyone other than the Employer, sheet metal foreman, sheet metal working foreman or the Employer's representative.

SECTION 2. A Foreman shall receive a minimum of ten percent (10%) per hour above the Journeyworker rate. A Working Foreman shall receive a minimum of five percent (5%) per hour above the Journeyworker rate.

SECTION 3. Each shop with four Sheet Metal employee shall have a sheet metal worker designated as a Working Foreman.

SECTION 4. A Working Foreman is a Journeyworker Sheet Metal Worker having under his supervision and direction five (5) but not more than six (6) employees. A Foreman is a Journeyworker Sheet Metal Worker with two (2) or more Working Foreman under his supervision.

SECTION 5. A Leadman is a journeyworker sheet metal worker who has demonstrated a consistent ability to work as a supervisor on major projects involving four other employees or less. The Leadman shall receive a minimum of two and one-half percent (2½) per hour above the journeyman rate. It shall be the prerogative of the Employer to designate the Leadman.

SECTION 6. No employer shall be required to have more than one (1) supervisor for every four (4) sheet metal worker in his/her employ.

SECTION 7. The individual employer to fill a position as leadman, working foreman, or foreman may request an applicant by name, provided the named employee is on the out-of-work register and is available for employment. Upon receipt of a proper request, the Union shall dispatch the named employee to the requesting employer. The Employer shall employ the employee in the leadman, working foreman, or foreman position for a minimum of **45 calendar days or until terminated. His/Her rate of pay may not be reduced by his/her employer within the 45 calendar days.**

ARTICLE XIII

TEMPORARY TRANSFER: When any employee is required to work temporarily on a job of a higher classification for at least eight (8) hours in any one day or fifteen (15) hours in any one week, he/she shall receive the pay of the higher classification.

When an employee is required to work temporarily on a job of a lower classification, he/she shall receive the pay of his/her regular wage classification unless such change is made permanent.

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

ARTICLE XIV

UNIFORM CONDITIONS: If the Union grants any Employer in the Sheet Metal Industry any terms or conditions better than those of this Agreement, such better terms or conditions shall be made available to the Employers having an Agreement with the Union.

ARTICLE XV

SECTION 1. Modification of Agreement: This Agreement shall not be modified except by a written document signed by the parties hereto.

SECTION 2. Duration: This Agreement shall be binding upon the respective parties effective March 1, 2020 to and including February 28, 2025, and shall be considered as renewed from year to year thereafter, unless either party hereto shall give written notice to the other of its desire to modify, amend, or terminate the same. Any such notice must be given by the party desiring to modify, amend or terminate the Agreement at least sixty (60) days prior to the expiration date, but not more than ninety (90) 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 within ten (10) days after the date when such notice is received by the other party hereto. If such notice shall be given, the Agreement shall be deemed to be renewed for the succeeding year.

SECTION 3. If any part of this Agreement is declared legally invalid by a board or court of competent jurisdiction, the remaining part shall be valid, provided that the parties shall meet immediately to negotiate on the invalid part.

ARTICLE XVI

SECTION 1. Holidays: All work performed on the following holidays or days celebrated as such shall be paid for at double the straight-time rate: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Kamehameha Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. In addition to the above, the following shall apply:

- (a) When any of the above-named holidays falls on Sunday, then the Monday after shall be a holiday;
- (b) When any of the above-named holidays falls on Saturday, then the Friday before shall be a holiday;
- (c) In the event the GCA and the employees of the State of Hawaii, pursuant to the laws of Hawaii or proclamation of its Governor, celebrates any of the above-named holidays not in accordance with a. and b. above, said holidays shall be celebrated on the same day as the GCA members and employees of the State of Hawaii celebrate the same. As such, all work performed on holidays celebrated shall be paid at double the straight-time rate.

- (d) The International Association of Sheet Metal, Air, Rail and Transportation Local Union 293, AFL-CIO and The Sheet Metal Contractors Association hereby agree, subject to the concurrence of the Board of Trustees of the Hawaii Sheet Metal Workers Vacation and Holiday Trust Fund to amend the benefits of the Vacation and Holiday Trust Fund as follows:
1. Add two (2) new days to the benefit of the Vacation and Holiday Trust Fund, subject to the following.
 - a) The benefit shall begin to accrue of March 1, 2020 with the addition of 34 cents per hour to each earned account up to August 29, 2020.
 - b) As of August 30, 2020, there will be an additional 35 cents for a total of \$4.90 per hour (69 cents to the base of \$4.21)
 - c) Each years contribution which is set forth in 6 month increments is set forth in Sheet Metal Wage and Fringe Benefit Schedule Effective March 1, 2020 – February 28, 2025, Attached hereto
 - d) A member/beneficiary is not entitled to the two (2) additional days until March 1, 2021.
 2. A member/beneficiary is entitled to take no more than ten working days of vacation time in any year, sequentially (which means two weeks).
 3. The additional two (2) days will be at the beneficiary's discretion days with the limitation that the day shall not be sequential to the 10 work days (2 weeks) taken sequentially. unless agreed to by the contractor.
 4. If a member/beneficiary has applied for vacation, payment shall be calculated at 98.4% as of the last day of February beginning 2021.
 5. All other provisions of the Trust document remains in full force and effect.

SECTION 2. Switching and/or Substitution of Any Holiday.

On a project-by-project basis, if the Prime Contractor on a project is “switching” any of the above listed holidays to a day other than the day on which it falls, the Employer may, with prior approval from the union, elect to observe as holidays, the same days chosen

by the Prime Contractor. Prior approval must be obtained from the union at least 5 days prior to the listed holidays being switched. Only employees working on projects noted in the foregoing will be affected by this section and employers must also give employees at least 5 days prior notification of the change in the listed holiday. Employees on affected projects who later work on the “switched” day shall be paid the holiday rate.

NOTE: THE ABOVE PROVISIONS CAN BE APPLIED WITHOUT PENALTY ONLY ON PRIVATE AND FEDERAL PROJECTS. STATE AND COUNTY LAWS REQUIRE THAT WORK PERFORMED ON THEIR RECOGNIZED HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE REGULAR RATE.

ARTICLE XVII

SECTION 1. Wages and Fringe Benefits. Attached hereto marked Exhibit “A” and made a part of this agreement is a breakdown of the wage and fringe benefits schedule for a **journey-worker**, setting forth the wage rates and fringe benefits payments all employers must adhere to for the term of this agreement. The effective date of each increment increase in wage and fringe benefits and the amount of each increase shall be as follows:

March 1, 2020 - **\$1.43**; August 30, 2020 - **\$1.36**; February 28, 2021 - **\$1.05**; August 29, 2021 - **\$1.10**; February 27, 2022 - **\$1.00**; September 4, 2022 - **\$0.95**; March 5, 2023 - **\$1.39**; September 3, 2023 - **\$1.08**; March 3, 2024 - **\$1.06**; and September 1, 2024 - **\$1.10**.

SECTION 2. Wage Payments:

- (a) Wages shall be paid weekly not later than quitting time on Fridays, and not more than seven (7) days’ wages of the preceding week may be withheld at any time. When there is a holiday in the pay week, the Employer may have one additional day of grace to prepare his payroll and deliver the pay checks to the employees.
- (b) If an Employer discharges or lays off an Employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

- (c) If an Employee quits his/her employment, his/her wages shall be due and payable not later than two (2) working days thereafter, unless the Employee has given seventy-two (72) hours previous notice of his/her intention to quit, in which case the Employee is entitled to his/her wages at the time of quitting.
- (d) If an Employer willfully fails to pay in accordance with the above section, any wages of an Employee who is discharged or quits, the wages of such Employee shall continue as a penalty from the due date thereof at the same rate until paid, or until an action thereof is commenced, but such wages shall not continue for more than five (5) days.
- (e) The Employer agrees if pay day falls on a holiday every effort will be made to provide Employees with their pay checks the day before that holiday so as not to create a hardship on the Employee.

SECTION 3. Height Hazard: The employer shall be responsible for providing all the safety devices necessary for work performed at heights as required by the law. If the safety devices are not provided and the work place is deemed unsafe, the employee, after informing the employer of the lack of safety devices and not having the deficiency corrected, may refuse to work on that job and the employer may not discipline or discharge him/her for their action.

SECTION 4. Lost Time For Medical Treatment: Employees injured on the job and unable to return to work as a result of such injury, shall be paid for the same number of hours worked on that day by other employees in his/her same crew, but not to exceed eight (8) hours at his/her applicable rate of pay; provided however, the employee provides the Employer with a licensed physician's statement verifying the employee's treatment and disability for the remainder of the day.

ARTICLE XVIII

VACATION AND HOLIDAY FUND: The Employers and the Union agree to continue the existing Trust Fund known as the "Sheet Metal Workers' Vacation Trust Fund", including a change of

name to “Hawaii Sheet Metal Workers’ Vacation and Holiday Fund”, hereinafter referred to as “Vacation and Holiday Fund”, under the amended Agreement attached hereto as Exhibit “E”.

For each compensable hour worked by each of his employees, except for foremen, working foremen, apprentice, each Employer shall contribute to the Vacation and Holiday Fund the amount shown in Exhibit “A” attached to this Agreement. Foremen, Working Foremen, Apprentice Contributions shall be at the same rate as their wage rate percentage on the amount shown in Exhibit “A”.

The Board of Trustees shall promulgate the necessary rules and regulations to effectuate the purpose of the Vacation and Holiday Fund. For the purpose of withholding the necessary income and social security taxes, the above contributions shall be added to the employees payroll. After the taxes have been deducted, the amount contributed by the Employer shall be deducted weekly from the Employees and sent monthly to the Vacation and Holiday Fund by the 20th of the month immediately following.

A transmittal form provided by the Trustees of the Vacation and Holiday Fund showing the monthly total of gross wages earned by each of his employees shall accompany such monthly payments of the vacation and holiday contributions.

The Employer shall provide the Board of Trustees of the Vacation and Holiday Fund with all information necessary to carry out the purposes of the Vacation and Holiday Fund and shall permit an audit of his payroll records by an authorized representative of the Vacation and Holiday Fund to ascertain whether all contributions due to the Vacation and Holiday Fund have been paid.

ARTICLE XIX

HEALTH AND WELFARE FUND: The Employers and the Union agree to continue the existing Health and Welfare Trust Fund known as the “Hawaii Sheet Metal Workers’ Health and Welfare Trust Fund” hereinafter referred to as the “Health and Welfare Fund” under the Trust Agreement, as amended, and attached hereto as Exhibit “F”. Every Employer shall participate in the Health and Welfare Fund.

For each compensable hour worked by each of his employees, each Employer shall contribute to the Health and Welfare Fund the amount shown in Exhibit “A” attached to this agreement. For salaried and non-bargaining employees participating in this fund, each Employer shall contribute to this fund the amount shown in Exhibit “A” attached to the agreement, at a rate of 140 hours per month.

Such contributions shall be computed and be paid to the Health and Welfare Fund on a monthly basis by the 20th of the month immediately following.

A transmittal form provided by the Trustees of the Health and Welfare Fund showing the monthly total of compensable hours worked by each employee shall accompany such monthly payments.

The employer shall provide the Board of Trustees of the Health and Welfare Fund with all information necessary to carry out the purposes of the Health and Welfare Fund and shall permit an audit of his payroll records by an authorized representative of the Health and Welfare Fund to ascertain whether all contributions due to the Health and Welfare Fund have been paid.

The Board of Trustees will manage the Health and Welfare Fund on behalf of the employees of all employers who have agreements with the Union.

ARTICLE XX

PENSION FUND: The Employers and the Union agree to continue the existing Hawaii Sheet Metal Workers Pension Fund hereinafter referred to as the “Pension Fund” under the trust agreement, as amended, attached hereto as Exhibit “G”.

For each compensable hour worked by each of his employees, each employer shall contribute to the Pension Fund the amount shown in Exhibit “A” attached to this agreement. For salaried and non-bargaining employees participating in this fund, each employer shall contribute to this fund the amount shown in Exhibit “A” attached to this agreement, at a rate of 140 hours per month.

Such contributions shall be computed and be paid to the Pension Fund on a monthly basis by the 20th of the month immediately following.

A transmittal form provided by the Trustees of the Pension Fund showing the monthly total of compensable hours worked by each employee shall accompany such monthly payments.

The employer shall provide the Board of Trustees of the Pension Fund with all information necessary to carry out the purposes of the Pension Fund and shall permit an audit of his payroll records by an authorized representative of the Pension Fund to ascertain whether all contributions due to the Pension Fund have been paid.

The Board of Trustees will manage the Pension Trust Fund on behalf of employees of all employers who have an Agreement with the Union.

ARTICLE XXI

TRAINING FUND: The Employers and the Union agree to continue the existing Hawaii Sheet Metal Workers Training Fund, hereinafter referred to as the "Training Fund" under the trust agreement, as amended, and attached hereto as Exhibit "H". Every Employer shall participate in the Training Fund.

For each compensable hour worked by each of his employees, each Employer shall contribute to the Training Fund the amount shown in Exhibit "A" attached to this Agreement.

Such contributions shall be computed and be paid to the Training Fund on a monthly basis by the 20th of the month immediately following.

A transmittal form provided by the Trustees of the Training Fund showing the monthly total of compensable hours worked by each employee shall accompany such monthly payments.

The Employer shall provide the Board of Trustees of the Training Fund with all information necessary to carry out the purposes of the Training Fund and shall permit an audit of his payroll records by an authorized representative of the Training Fund to ascertain whether all contributions due to the Training Fund have been paid.

The Board of Trustees will manage the Training Fund on behalf of employees of all employers who have an agreement with the Union.

ARTICLE XXII

ANNUITY PROFIT SHARING FUND: The Employers and the Union agree to contribute to the Annuity Trust Fund known as the “Hawaii Sheet Metal Workers’ Annuity Profit Sharing Trust Fund” hereinafter referred to as the “Annuity PS Fund” under the Trust Agreement Exhibit “I”. * Every Employer shall participate in the Annuity PS Fund.

* The Annuity PS Fund replaced the prior Annuity Fund, which has been terminated.

For each compensable hour worked by each of his employees, except for apprentices and employees who are receiving wages or salaries above the journeyman rate, each Employer shall contribute to the Annuity PS Fund the amount shown in Exhibit “A” attached to this agreement. For apprentices, contributions shall be at the same rate as their wage rate percentage on the amount shown in Exhibit “A”. For eligible employees whose wages or salaries are above the journeyworker rate, contributions shall be at the same rate as their wage rate percentage is above the journeyworker rate, on the amount shown in Exhibit “A”. For salaried and eligible non-bargaining employees participating in this fund, each Employer shall contribute to this fund at the appropriate rate for each of their respective employees, at the rate of 160 hours per month.

Such contributions shall be computed and be paid to the Annuity PS Fund on a monthly basis by the 20th of the month immediately following.

A transmittal form provided by the Trustees of the Annuity PS Fund showing the monthly total of compensable hours worked by each employee shall accompany such monthly payments.

The employer shall provide the Board of Trustees of the Annuity PS Fund with all information necessary to carry out the purposes of the Annuity PS Fund and shall permit an audit of his payroll records by an authorized representative of the Annuity PS Fund to ascertain whether all contributions due to the Annuity PS Fund have been paid.

The Board of Trustees will manage the Annuity PS Fund on behalf of employees of all employers who have an agreement with the Union.

ARTICLE XXIII

SECTION 1. Trust Fund Payments: The contributions by Employers to each of the Funds as listed below shall equal the indicated percentage straight-time hourly rate on the basis for all hours worked by each employee, except for those employees noted in Section 2:

Vacation & Holiday Fund

Pension Fund

Health & Welfare

Annuity PS Fund

SASMI Fund

Training Fund

International Training Institute

National Energy Management Institute

Occupational Health Institute Trust

Sheet Metal Workers' International Scholarship Fund

SECTION 2. Trust and Fund Payments For New Apprentices: Contribution by Employers for newly indentured apprentices will be made on behalf of these employees only to the Vacation and Holiday Fund and the Health & Welfare at the same rate as noted in Section 1 above, until such apprentices meet the 50% advancement level under Article VIII above and the Joint Apprenticeship Committee Standards. There will be no contributions to any other than the foregoing mentioned fund during this period. Thereafter, contributions to all other funds as noted in Section 1 at the rate noted for these employees shall be made on their behalf.

SECTION 3. Modification of Trust Fund Payments: The Sheet Metal Contractors Association and the Sheet Metal Workers International Association, Local 293, agree that during the term of this agreement, the rates applicable to the Pension Fund, Annuity PS Fund, Vacation/Holiday, Training, and the Health & Welfare Fund as shown on the attached Exhibit "A" may be modified by written agreement between the appropriate representatives of the parties. Any such modification shall be prospective and shall not alter the rate in the aggregate that applies to such funds as designated on the attached Exhibit "A".

ARTICLE XXIV

ADMINISTRATIVE OFFICE: The Employer shall participate in an administrative office to be known as the “Hawaii Sheet Metal Workers’ Administrative Office” hereinafter referred to as “Ad Office”.

The Ad Office shall provide administrative services to the Vacation and Holiday Fund, Health and Welfare, Pension Fund, Annuity PS Fund, Training Fund, and the Joint Apprenticeship Committee for the Sheet Metal and Ventilation Industry and other programs approved by the Ad Office Committee and the respective Trust Committee or person in charge of a program for which administrative services are needed.

The Ad Committee shall prorate the operating expenses of the Ad Office by a reasonable and just charge to the various funds and programs utilizing its services subject to the approval of a respective trust committee or person in charge of the programs for which administrative services are performed.

ARTICLE XXV

SECTION 1. Delinquent Contributions: Where any of the Employers’ contribution to any of the said funds for a month is not paid or postmarked by the 20th of the month immediately following, such contribution is delinquent. An Employer responsible for such delinquent contributions shall pay damages to such fund in the amount of 10% of such delinquent contribution for the first month and 1½% for each and every month that such delinquent contribution is not paid. The above shall be due and payable to such funds as liquidated damages and not as a penalty upon the date immediately following the date such contribution becomes delinquent and shall be in addition to the total of the delinquent contribution.

If an Employer is delinquent in the payment of any contribution due under this Agreement, such Employer shall, at the request for the Ad Office, provide the Ad Office with a detailed report regarding such delinquent contribution, which shall include the following:

- (a) The name of each employee with respect to whom such delinquent contribution is due and owing;
- (b) A description of each job or project on which such employee worked during the period for which the delinquent contri-

bution is due, including the name of the general contractor and the job or project number;

- (c) The number of hours worked by such employee on each job or project.

If a delinquent contribution is not paid within 30 days after it is due, the Ad Office shall have the right, but shall be under no obligation, to employ a certified public accountant of its choice to perform an audit of the delinquent contribution and to prepare the detailed report described above, at the delinquent Employer's expense, which expense shall be added to the principal of the delinquent contribution owing by such Employer. All delinquent contributions and/or liquidated damages due must be paid by a delinquent Employer by a certified or a cashier's check.

In the event an employer is in default in payments to the Trust Funds, and notice of such default is given and payment is not made the Union shall remove its members from the work place of such Employer.

Should the Trustees of any of the subject funds determine in their discretion at any time, that the amount of the contribution bond should be increased or decreased, or that a new or different or additional bond be furnished in any changed amount so fixed as aforestated, then such bond, either new or additional, or in modified form, shall be furnished immediately, as a condition to the continuance of this collective agreement and the addenda thereto.

The failure to give such initial or supplementary bonds as aforementioned may be considered at the election of the Union as a breach of this collective agreement, and entitle it to take any appropriate action, either under the agreement or other remedies it may have, to enforce the obligations of such employers to either the Union or to the funds hereinabove mentioned.

If it becomes necessary for the Trust Fund(s) to engage an attorney to collect delinquent contributions and damages from an Employer, such Employer shall pay reasonable attorneys' fees and all other costs and expenses of any suit, proceeding or other action taken by any Trust Fund or on its behalf to secure the payment of any amounts due hereunder or performance of any agreements or obligations of any Employer hereunder, whether or not suit is filed.

SECTION 2. Contribution Bond: Each of the Employers agree to post and maintain a contribution bond during the term of this Agreement. Such bond shall be posted in such manner, in such amount and for such claims as shall be determined in accordance with the provisions set forth in Exhibit “J” attached hereto and hereby made a part hereof.

If the Employer is not able to post such a bond or provide cash in escrow, the Employer shall pay into an escrow account two hundred dollars (\$200) per man per month until the account has satisfied provisions set forth in “Exhibit I” of this Labor Agreement. Where any of the monthly payments as noted above is not paid into the escrow account by the 20th of the month, such payment is delinquent. Any Employer responsible for such delinquent payments shall pay damages of \$20.00 for the first month and 1½% for each and every month that such delinquent payment is not paid. The above shall be due and payable as liquidated damages and not as a penalty upon the date immediately following the date such payment becomes delinquent and shall be in addition to the total of the delinquent payments. The liquidated damages as noted above shall be paid to the Hawaii Sheet Metal Workers’ Training Trust Fund.

SECTION 3. Payment of Contributions: Contributions to the Health and Welfare, Pension Fund, Training Fund, Annuity PS Fund, Industry Fund, Vacation and Holiday Fund, shall be computed by the employer on a monthly basis and sent to the Ad Office or a depository selected by the Ad Office, by the 20th of the month immediately following with the consolidated transmittal form provided by the Ad Office. Contributions to the SASMI Fund shall be computed by the Employer as stated above and sent to the SASMI Fund Office per their instructions.

The consolidated transmittal form shall show the following information:

- (a) Dates of the payroll period beginning and ending for which the report is being made.
- (b) The name of every employee on the payroll for all weeks ending within the previous calendar month for whom a contribution is made:
- (c) The social security number of each employee and ID codes of each employee;

- (d) Wages and vacation rates of each employee;
- (e) The number of hours worked (regular, O.T. & Misc.) in each specialty category and a total of all compensable hours;
- (f) The amount of the contributions for each employee payable to the Vacation & Holiday Fund and the Annuity PS Fund;
- (g) The gross taxable earnings of each employee;
- (h) Such other relevant information as the Trustees of any of the Funds may require.

ARTICLE XXVI EMPLOYMENT RECORD

SECTION 1. When an employee starts employment with an employer, he shall only be required to give the following information to the Employer:

- (a) Name
- (b) Address and Telephone Number
- (c) Number of dependents for tax purposes
- (d) Social Security Number
- (e) Name of person to notify in case of accident.

SECTION 2. The employee shall not be permitted or required to give any other information except as outlined in Section 1 above.

SECTION 3. The employee shall not be permitted or required to take any kind or type of physician examination before going to work or during his employment with the employer as a condition of employment, provided that prior to being indentured as an Apprentice he must take and pass a physical examination.

ARTICLE XXVII

DISCIPLINE AND DISCHARGE: An employee may be disciplined or discharged for just cause. If an employee is discharged, the employer shall furnish the employee the reasons for his discharge in writing upon request by the employees or the Union.

ARTICLE XXVIII

MANAGEMENT PREROGATIVE: Any of the rights, powers, or authority the employer had prior to the signing of this agreement are retained by the employer, except those specifically abridged, delegated or modified by this agreement.

ARTICLE XXIX

AUTHORIZED DEDUCTION: When an employee signs the authorized forms attached hereto as Exhibits "C" and "D", his/her Employer shall deduct from his wage all monies due. The Employer shall send all monies and the consolidated transmittal form provided by the Union to the designated depository. Payments will be made by the 20th of the following month:

The consolidated transmittal form shall show the following information:

- (a) Name of each employee for whom a contribution is made;
- (b) Social Security number of each employee;
- (c) Number of hours worked for each Employer;
- (d) Amounts payable to Dues;
- (e) Amounts payable to Political Fund;
- (f) Check number and date of payment.

Any monies that are due and not paid shall be considered delinquent and interest shall be due in the amount of 1½% per month for the outstanding balance. The Employer shall also be responsible for all collection costs incurred.

Notwithstanding the above, the Union shall indemnify the Employer against all claims arising out of the operation of this Section.

ARTICLE XXX

SECTION 1. Modification of Article VIII of the Standard Form of Union Agreement: The parties mutually agree that Section 12 and 13 of Article VIII of the Standard Form of Union Agreement are deleted in its entirety from this Agreement.

SECTION 2. Modification of Section 8, Article X of the Standard Form Union Agreement: The parties mutually agree that Article X of the Standard Form of Union Agreement shall be

modified and amended by the addition of the following supplemental section, to be denoted "Section 9", which shall provide as follows:

Notwithstanding the language of Article X, the provisions of Section 8 thereof shall be void and inoperative and need not be complied with by any of the parties hereto, unless in connection with any and every controversy or dispute arising out of failure of the parties to negotiate a renewal of this Agreement, the Sheet Metal Contractors Association (a signatory hereto) shall be represented by one representative appointed by them on the National Joint Adjustment Board, which said representative shall sit on the National Joint Adjustment Board with rights to participate fully in the public hearing and executive sessions and the right to cast one of the employer member votes where such controversy or dispute is submitted to the members of such board for decision.

SECTION 3. Modification of Article XI of the Standard Form of Union Agreement: The parties mutually agree that Sections 7 and 8 of Article XI of the Standard Form of Union Agreement (A-01-05) is deleted in its entirety from this agreement.

SECTION 4. Modification of Article XIII of the Standard Form of Union Agreement: The parties mutually agree that Section 1 of Article XIII of the Standard Form of Union Agreement (A-01-05) is deleted in its entirety from this agreement.

SECTION 5. Modification of Article XIV of the Standard Form of Union Agreement: The parties mutually agree that Section 5 of Article XIV of the Standard Form of Union Agreement (A-01-05) is deleted in its entirety from this agreement.

ARTICLE XXXI

INDUSTRY FUND: An Industry Fund is hereby established. Each Employer shall contribute to said Fund as per Exhibit "A" for each compensable hour worked by each of his employees to be remitted to the Fund Trustees monthly.

The Industry Fund shall be used solely to promote the Sheet Metal Industry in Hawaii and shall be used for no other purpose.

The Industry Fund shall be administered by three Trustees, who shall be appointed by the Sheet Metal Contractors Association.

ARTICLE XXXII

NATIONAL SASMI FUND: The Employers and the Union agree to continue the National Stabilization Agreement of Sheet Metal Industry Trust Fund known as the “Sheet Metal Workers National SASMI Fund” hereinafter referred to as the “NATIONAL SASMI FUND” under the trust agreement Exhibit “K”. Every employer shall participate in the National SASMI Fund.

Each employer shall contribute to the Fund the amount required as shown in Exhibit “A” attached to this agreement.

Such contributions shall be computed and be paid to the National SASMI Fund on a monthly basis by the 20th of the month immediately following.

A transmittal form provided by the Trustees of the National SASMI Fund showing the monthly amount subject to SASMI contribution for each employee shall accompany such monthly payments.

The employer shall provide the Board of Trustees of the National SASMI Fund with all information necessary to carry out the purposes of the National SASMI Fund and shall permit an audit of his payroll records by an authorized representative of the National SASMI Fund to ascertain whether all contributions due the National SASMI Fund have been paid.

The Board of Trustees will manage the National SASMI Fund in behalf of employees of all employers who have an agreement with the Union.

ARTICLE XXXIII

DRAFTSMEN: Persons employed by the employers as draftsmen shall not be included in the definition of employees set forth in Article I. Section 1. of the Standard Form of Union Agreement and Article III. Section 1 of the Addenda thereto and such persons may continue to do such drafting work as they have done in the past.

ARTICLE XXXIV

CERTIFIED PAYROLL: Contractors having material fabricated and/or assembled outside the jurisdiction of Local Union 293, shall furnish upon request of said Local Union and the appropriate contractor's association signatory to this agreement, copies or payroll records specifying hours worked, straight and overtime, and net amount of fringes paid to prove that the wage scale specified in this agreement has been paid for such fabrication. Payroll documentation required under this section shall be certified to by an Officer of the Company, and furnished to the Union by the employer, on a shop fabrication certified payroll form as approved by the Association and the Union.

ARTICLE XXXV

NOTICE OF TERMINATION: Employers and the Union agree that on the date of termination or severance of any journeyworker or apprentice from the employ of an employer, the employer shall execute the Notice of Termination form, a sample of which is attached hereto, which shall state the reason therefore (e.g. reduction in force, voluntary quit, discharge for cause, etc.). The original shall be given to the employee and the copies filed with the Union and Association.

ARTICLE XXXVI

SECTION 1. Project Agreements, Scope and Purpose: The intent and purpose of this Addendum is to promote and encourage the Contractors to be more competitive in their field and to secure more work for the members of Local Union 293. It is therefore the intent of the parties hereto, to recapture some of the work within our jurisdiction that is being performed by open shop contractors and contractors from other trade groups. The Employer agrees to make an effort to furnish as well as to erect, install, repair, replace and service all work in the jurisdiction of Sheet Metal Workers' International Association Local 293.

Attached hereto marked Exhibit "O" and made a part of this agreement is a partial list of items that fall under the work jurisdiction of employers under this agreement. Items listed in Exhibit "O" is limited and the Union and Employers reserve the right to

add to this list all other work that falls under the jurisdiction of this industry.

SECTION 2. Wage Determinations: On FEDERAL GOVERNMENT PROJECTS ONLY where DAVIS-BACON rates are applicable, this agreement will allow contractors signatory to this Labor and Management Agreement, TO PAY FOR THE DURATION OF THE PROJECT, wages and fringe benefits amounts (Davis-Bacon rates) as provided for in the bid documents for the project in question. Contractors successfully obtaining a Federal Government project and who will be utilizing the wages and fringe benefits option as provided for in this section, SHALL notify the Union prior to the start of the project. The Union in turn agrees to speak to the employees of the successful contractor regarding the wages and fringe benefits the employees will be receiving for the duration of the project. This section only provides for wages and fringe benefits on Federal Government projects only. All other references to Federal Government projects referred to in this Labor and Management Agreement will continue to be in effect.

SECTION 3. Fringe Benefit Payment: Fringe benefit payments for union employees shall be made by employers as per Article XXIII and Exhibit "A" of the current Labor-Management Agreement.

SECTION 4. Notification: Where an adjusted wage rate determination has been approved, it shall be the responsibility of each party hereto to their respective membership regarding the adjusted wage rate for the project in question.

SECTION 5. Resolution 78: The Union and the Employers recognizing the disadvantageous position Employers face on numerous projects, agree to adopt the provisions of Resolution 78, attached hereto and made a part of this agreement and marked Exhibit "R".

ARTICLE XXXVII

Sexual Harassment: Sexual harassment is the unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly as term or condition of employment, or
- Submission to or rejection of such conduct by an individual

is used as a basis for employment decisions affecting such individual, or

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Any type of Sexual Harassment shall not be tolerated.

All employees who have been subjected to sexual harassment **MUST report each incident to the employer, the firm's superintendent, or an employee designated by the employer.**

ARTICLE XXXVIII

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

ARTICLE XXXIX

Alcohol and Drug Policy: The Union and the Employers recognizing the importance of an alcohol and drug free workplace, agree to adopt an alcohol and drug policy attached hereto and made a part of this agreement and marked Exhibit "P".

EXCEPT AS OTHERWISE AMENDED BY THIS AGREEMENT, ALL OTHER PROVISIONS OF THE LABOR AND MANAGEMENT AGREEMENT BETWEEN THE EMPLOYERS AND THE UNION DATED AS OF MARCH 1, 2020, SHALL REMAIN IN EFFECT DURING THE TERM OF THIS AGREEMENT.

ALL ITEMS IN THE ADDENDA TO THE STANDARD FORM OF UNION AGREEMENT, A-1-05, UNLESS NOTED OTHERWISE, ARE AMENDED TO AGREE WITH THE PROVISIONS IN THE STANDARD FORM OF UNION AGREEMENT, FORM A-1-05 AND/OR OTHER PREVIOUS AMENDMENTS AS NOTED IN THIS AGREEMENT.

ARTICLE XL

Mechanical Self-Insurance Workers' Compensation Group (MSIG): The employers and the Union agree to add the **MSIG addendum** dated July 1, 2002 to this Labor and Management Agreement. Both the employers and the Union agree to abide by

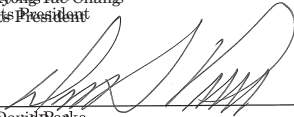
the provisions of the addendum as specified. While copies of the **MSIG addendum are not attached to this agreement, both Association and the Union agree that they have a copy on file at their respective offices.**

In witness whereof, the parties hereto affix their signatures seal this 1st day of March, 2020.

SHEET METAL CONTRACTORS ASSOCIATION:

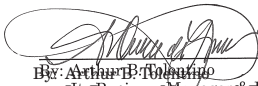


By: **Kyong Tae Chang**
Its President




By: **David Parke**
Its Secretary

**SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION,
LOCAL 298, AFL-CIO:**



By: **Arthur B. Tolentino**
Its Business Manager & Financial Secretary-Treasurer



By: **Rick W. Paulino**
Its President

EXHIBIT "A"

WAGES, FRINGE BENEFITS AND OTHER PAYMENTS

SCHEDULE: Wages for classifications covered by this agreement, contributions by employers to the Health & Welfare, Pension, Training, Vacation & Holiday, Annuity PS, Industry, SASMI, International Training Institute, National Energy Management Institute, Occupational Health Institute Trust, Sheet Metal Workers' International Scholarship Fund and payments to the employee (or Union, upon assignment) for Dues and PAL Political Funds shall be in accord with the attached Exhibit "A".

The Sheet Metal Contractors Association and the Sheet Metal Workers International Association, Local 293, agree that during the term of this agreement, the rates applicable to the Pension Fund, Annuity PS Fund, Vacation/Holiday, Training, and the Health & Welfare Fund as shown on the attached Schedule "A" may be modified by written agreement between the appropriate representatives of the parties. Any such modification shall be prospective and shall not alter the rate in the aggregate that applies to such funds as designated on the attached Schedule "A".

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

P.A.L. POLITICAL FUND: As described in Exhibit "A" such contributions shall be remitted to the Union monthly, as the employee's Political Fund contribution, upon receipt by the employer of an Assignment of Wages to Cover Voluntary Contribution to PAL Political Fund form set forth as Exhibit "D" hereto properly executed by the employee. It is understood that such contributions shall be included in the employee's gross pay solely for the purpose of computing necessary withholding income and Social Security taxes.

JOURNEYWORKER LEADMAN DIFFERENTIAL: The differential for journeyworker leadman shall be two and one-half (2½) percent per hour more than the journeyworker's hourly wage.

WORKING FOREMAN DIFFERENTIAL: The differential for working foreman shall be five (5) percent per hour more than the journeyworker's hourly wage.

FOREMAN DIFFERENTIAL: The differential for foreman shall be ten (10) percent per hour more than the journeyworker's hourly wage.

POLISHERS/GRINDERS: Polishers, grinders, and all other employees in the bargaining unit shall receive the same percentage increase as provided for journeyworkers on the above respective date. However, the fringe benefits, as provided above shall be per individual employer basis.

EXHIBIT "A"
SHEET METAL WAGE AND FRINGE BENEFITS SCHEDULE
EFFECTIVE MARCH 1, 2020 - FEBRUARY 28, 2025 (Journeyworker)

	3/1/20	8/30/20	2/28/21	8/29/21	2/27/22	9/4/22	3/5/23	9/3/23	3/3/24	9/1/24
Wages	43.78	44.39	44.93	45.63	46.22	46.78	47.37	47.95	48.60	49.15
Dues	3.88	3.94	3.99	3.99	4.04	4.09	4.12	4.15	4.18	4.23
PAL (1) Vacation/Holiday	.05	.05	.05	.05	.05	.05	.05	.05	.05	.05
(2) Subtotal	52.26	53.28	53.96	54.76	55.50	56.18	56.90	57.65	58.48	59.23
Pension	3.97	4.02	4.12	4.19	4.28	4.38	4.48	4.58	4.68	4.75
Health & Welfare	10.85	11.00	11.15	11.25	11.35	11.45	11.55	11.65	11.75	11.90
Annuity	5.20	5.30	5.35	5.40	5.40	5.45	5.45	5.50	5.50	5.55
(3) Sub-total	72.28	73.60	74.58	75.60	76.53	77.46	78.38	79.38	80.41	81.43
SASMI (3%)	2.17	2.21	2.24	2.27	2.30	2.32	2.35	2.38	2.41	2.44
Training	1.95	1.95	1.95	2.00	2.00	2.00	2.05	2.10	2.10	2.15
ITI	.12	.12	.12	.12	.12	.12	.12	.12	.12	.12
NEMI	.03	.03	.03	.03	.03	.03	.03	.03	.03	.03
SMOHIT	.02	.02	.02	.02	.02	.02	.02	.02	.02	.02
SMWSF	.01	.01	.01	.01	.01	.01	.01	.01	.01	.01
Industry Fund	.53	.53	.57	.57	.61	.61	.61	.61	.61	.61
Wage and Fringe Option	.00	.00	.00	.00	.00	.00	.39	.39	.39	.39
Total Per Hour	77.11	78.47	79.52	80.62	81.62	82.57	83.96	85.04	86.10	87.20

- (1) Payable for each compensable hour worked.
- (2) Gross Taxable Wages--For income tax and social security tax purposes.
- (3) Sub-total--Amount on which SASMI (3%) is calculated. (in accordance with the SASMI letter dated December, 2013)
- (4) Wage and Fringe Option--Allocation will be at the sole discretion of the Union

EXHIBIT "B"

REFERRAL PROCEDURE

WHEREAS, the employers and the union desire to maintain efficient production by employees under an orderly procedure of referral of applicants for employment which preserves the employment opportunities of employees within the normal construction labor market without discrimination in employment because of membership or non-membership in the union; now therefore,

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

SECTION 1. DEFINITIONS: As used herein:

- (a) "Normal construction labor market" means the geographical area of the State of Hawaii.
- (b) "Apprentice" means a person who is registered and indentured with the Honolulu Joint Apprenticeship Committee and the State Apprenticeship Division.

SECTION 2. EXCLUSIVE REFERRAL: The union shall be sole and exclusive source of referral of applicants for employment.

SECTION 3. REJECTION OF APPLICANTS. An employer may reject any applicant for employment.

SECTION 4. NON-DISCRIMINATION: The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the union.

SECTION 5. REGISTER OF APPLICANTS: The union shall maintain a register of applicants for employment.

SECTION 6. JOURNEYWORKERS, GRINDERS, POLISHERS, AND APPRENTICES: These classifications of employees shall register with the union and shall be referred for employment in the order of their registration, provided, that no apprentice shall be referred for employment unless he has first registered with the Joint Apprenticeship Committee. Provisions of Section 12 also applies.

SECTION 7. OUT-OF-WORK REGISTER: The Union shall maintain an out-of-work register, listing the employees according to

the date each registered his availability for employment. Provisions of Section 12 also applies.

SECTION 8. REQUEST AND REFERRAL OF APPLICANT: Whenever an employer needs employees, he shall make a request of the Union for same, and the Union shall refer applicants to the Employer according to the date each registered on the out-of-work register after applying provisions of Section 12 of this Exhibit.

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

All prospective employees shall be required to undergo a substance abuse test in accordance with Exhibit "P", Paragraph D, prior to being dispatched to the employer. Applicants shall pay for their drug tests. In the event that the applicant passes the drug test, he/she shall be reimbursed the actual cost of the drug test by the employer within 5 working days from the date the applicant submits his/her receipt for reimbursement. Applicants who fail the substance abuse test shall not be dispatched and shall be placed on the bottom of the out-of-work register.

SECTION 9. REJECTION BY EMPLOYER: The Employer may reject any applicant referred to him. When the Employer rejects by telephone any applicant for employment on the register, he must do so immediately in the order that applicants are or were referred to him from the out-of-work register.

A signatory contractor may reject an applicant for employment because that applicant will not sign the Federal and/or State Tax withholding forms, no matter what reason is given by the applicant for not signing these forms, and even though the applicant feels that he has a valid reason or claim for not signing these tax withholding forms, such as having a religious belief against paying taxes, the Sheet Metal Workers' Union will be unable to force the employer to change its position and hire the employee. This is because the employer's position is a valid and non-discriminatory reason for refusing to hire an applicant for employment referred from the Sheet Metal Workers' Union hiring hall.

SECTION 10. EXCEPTIONS TO REFERRAL PROCEDURE: Any other provisions of the referral procedure notwithstanding, when an employer states bonafide requirements for special skills

and abilities in his request for applicants, the union shall refer the first employee on the register possessing such skills and abilities.

The individual employer to fill a position as leadman, working foreman, or foreman, may request an applicant by name, provided the named employee is on the out-of-work register and is available for employment. Upon receipt of a proper request, the Union shall dispatch the named employee to the requesting employer. The employer shall employ the employee in the leadman, working foreman, or foreman position for a minimum of **45 calendar days or until terminated. His rate of pay may not be reduced by his employer within the 45 calendar days.**

SECTION 11. EXHAUSTED OUT-OF-WORK REGISTER: If the out-of-work register is exhausted and the Union is not able to refer applicants to the Employer within 48 hours from the time of receiving an Employer's request, Saturdays, Sundays and Holidays excepted, the employer may secure employees without using the referral procedure, but such employees if hired shall have the status of "temporary employees". The Employer shall notify the Union promptly of the names and Social Security numbers of such temporary employees. If the Employer recruits an employee in accordance with the foregoing, such employee shall register with the referral agency.

SECTION 12. EMPLOYEE TRAINING: The Employer and the Union desiring to meet the demands of this industry and desiring to maintain at all times a permanent pool of skilled journeyworker mechanics available to serve this industry, encourages all journeyworker to attend approved journeyworker training classes scheduled periodically by the Sheet Metal Workers' Training Office. Examples of classes, but not limited to the following are: Safety, Communication, Blue Print Reading, First Aid, etc.

SECTION 13. POSTING: A copy of the referral procedure set forth herein shall be posted on the Bulletin Board in the office of the Union and in the office of each Employer.

EXHIBIT "C"
DUES ASSIGNMENT FORM

I, _____, an employee of _____, voluntarily agree to have the Contractor take out of my wages an initiation fee and/or dues of not more than the following for each compensable hour worked each month, pursuant to Exhibit "A", and as certified to you in writing by the Union, and to turn over to the Union signatory to the existing collective bargaining agreement any and all such monies.

This authorization shall become effective on the date set forth below and cannot be cancelled for a period of one year from this date or until the termination of the existing collective bargaining agreement between the Contractor and Union, whichever occurs sooner.

I agree and direct that this authorization shall be irrevocable for successive periods of one year each, or the period of each succeeding applicable collective bargaining agreement between the Contractor and the Union, whichever shall be shorter, unless:

- (1) I cancel this authorization by written notice to the Contractor within ten (10) days after the expiration of any such one-year period, or
- (2) In the case of the expiration of any applicable collective bargaining agreements between the Contractor and the Union during any such one-year period, I cancel this authorization by written notice to the Contractor at any time during the period following the expiration of the applicable collective bargaining agreement and ten (10) days after the effective date of any new agreement.

This authorization shall be suspended during any period in which there is no collective bargaining agreement in effect between the Contractor and the Union. This authorization shall end if my employment with the Contractor ends.

Date _____ Employee Signature _____

Address _____

Phone _____ Social Security No. _____

Receipt of the foregoing authorization is acknowledged:

Company

Signed by

Date

In compliance with IRS rules, the following language will be inserted on the form:

“Contributions or gifts to SMWIA — Dues are not deductible as charitable contributions for federal income tax purposes”.

EXHIBIT “D”
ASSIGNMENT OF WAGES TO COVER VOLUNTARY
CONTRIBUTION TO PAL POLITICAL FUND

I hereby authorize the Employer to deduct from my pay the sum of five cents (\$0.05) for each hour worked and to forward that amount to PAL Political Fund. This authorization is signed voluntarily and with the understanding that PAL Political Fund will use this money to make political contributions and expenditures in connection with federal, state and local elections. I am aware of my right to refuse to sign this authorization without reprisal.

This authorization may be revoked by mailing notices of revocation by United States Registered or Certified Mail, Return Receipt Requested to the Sheet Metal Workers Union Local 293, 1405 N. King Street, 4th Floor, Honolulu, Hawaii 96817, and to the Employer.

Employee Signature

SMWIA — PAL CONTRIBUTION FORM

In compliance with IRS rules, the following language will be inserted on the form:

“Contributions or gifts to SMWIA — PAL are not deductible as charitable contributions for federal income tax purposes.”

EXHIBIT "O" WORK JURISDICTION

The following are items that fall within the work jurisdiction of this industry irregardless of the material used. This list is limited and the industry reserves the right to add to this list.

Baptismal Tanks	Enclosures	Reglets
Bins	(Louvered)	Roof Jacks
Box Liners	Expansion Joints	Roofing
Cabinets	Fascia	(Metal)
(Custom)	Fireplaces	Roof Sumps
Canopies	Flashings	Screens
Chimneys	Guards	(Bird & Insect)
Chutes	(Exclusive of Div. 15)	Scuppers
(Trash, Linen, Etc.)	Gravel Stops	Scuttles
Copings	Gutters	Sills
Corner Guards	Hatches	Skylights
Conductor Heads	(Smoke, Stage, Roof)	Snow Guards
Column Covers	Hoods	Spires
Cornerstone Boxes	Lighting Troughs	Splash Pans
Cornices	Louvers	Termite & Rodent
Counters	Marquees	Shields
Doors	Mullion Covers	Valleys
(Metal Clad)	Painting	Ventilators
Downspouts	(Included in Div. 9)	(Gravity)
Drapery Pockets	Planter Boxes	Wainscoting
Draft Curtain	Plastic Domes	Shielding
Fans	Pitch Pockets	Metal Roofs &
Range Hoods	Vacuum Systems	Deckings
Vents	Water Diverters	Window Decks
Acoustical Panels	Ceilings	Lockers
(Metal faced)	(Metal)	(Metal)
Locker Enclosures	Letters	Partitions
(Metal)	(Metal)	(Metal Toilet)
Sun Shades & Sun	Metal Siding	Bins, Mobile
Screens (Metal)	Bun Warmers	Carts
Coffee Urns	Cold Pans	Conveyors
Counter Tops	Cutlery Boxes	Dish Boxes
Dish Washers	Dispensers	Dollies

Drip Pans	Drain Boards	Exhaust Hoods (including grease filters)
Food Carriers	Food Choppers	Glass Washers
Food Warmers	Fryers	Ice Cubers
Ice Bins	Ice Cream Cabinets	Ovens
Kettles	Mixer Stands	Racks
Pass Windows	Plate Warmers	Roll Covers
Ranges	Refrigerators	Sink & Drain Boards
Serving Counters	Shelving	Tables
Stands	Steam Tables	Water Stations
Wall Lining/Covering (Metal)	Waitress Stations	

AIR CONDITIONING & VENTILATION SYSTEMS, including

Fans	Casings	Air Supply Outlets
Drives	Ductwork	Return Air Inlets
Filters	Breechings	Safety Guards
Non Metallic Air Ducts		

AIR EXHAUST TRANSFERS AND RELIEF SYSTEMS, including

Fans	Ductwork	Air Inlets
Drives	Air Outlets	
Access Doors (in duct work, housing & casings)		
Direct Fired Gas Heating		
Roof Top Shelf Contained Units		

KITCHEN GREASE HOODS EXHAUSTS, including

Fans	Duct Work (from wall or ceiling penetration through roof)	Drives
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DISHWASHER EXHAUST, including

Fans	Duct Work (from wall or ceiling penetration through roof)	Drives
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Make Up Air Systems
All Insulation For Duct Work
Lagging

Acoustical Treatment, including
acoustical duct lining
isolation bases
flexible connections

HEATING/AIR CONDITIONING/VENTILATION SYSTEMS, including

Fans	Casings	Duct Work
Drives	Air Supply Outlets	Return Air Inlets
Filters		Insulation For Duct Work System

Flues and Breechings For Equipment Covered Under This Section

AIR EXHAUST SYSTEMS, including

fans	air outlets	air inlets
drives	duct work	

System Balancing And Testing

Temperature Control Systems

Air Pollution Control Systems

Air Cleaning Systems

Air Veyor Systems

Collecting Systems

Drying Systems

Exhaust Systems

Makeup And Recirculating Systems

Process And Product Air Conditioning

Recovery Systems

Spray Booths

Ventilating Systems

THE ABOVE SYSTEMS INCLUDE THE FOLLOWING COMPONENTS:

fans	casings	tanks	hoods
drives	duct work	hoppers	ovens
heaters	air supply outlets	guards	return air inlets
air cleaning devices			

**EXHIBIT “P”
ALCOHOL AND DRUG POLICY**

WITNESSETH:

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

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

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

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

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

WHEREAS, the Union and the Company wish to comply with the Federal Law known as the “Drug-Free Workplace Act of 1988”, Public-Law 100-690 in order to obtain Federal work for the Company and the Company’s employees who are represented by the Union;

NOWTHEREFORE, the Union and the Employers agree to adopt the following Alcohol and Drug Policy Exhibit “P” to read as follows:

A. Prohibition Against Alcohol and Controlled Substance At the Workplace

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

Company's workplace includes company premises, work sites, company vehicles, and other locations where the Company is working or conducting or hosting or sponsoring an activity or event. For the purposes of this policy, "vehicles" means any motor vehicle, including but not limited to forklifts, cars, vans and trucks. The use of alcoholic beverages or transfer or possession of alcoholic beverages in opened or broken containers when on the job, on company premises and/or company vehicles is prohibited.

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

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

Use of over-the-counter medications or of a medication prescribed by a licensed physician in accordance with the physician's orders, is NOT prohibited; but to avoid an unwarranted accusation and/or other misunderstanding, the employee is required to report the fact that he or she is taking such medication to his or her Foreman and/or Supervisor, prior to commencing work at the workplace. The violation of this notice requirement shall constitute just and proper cause for discipline, including discharge.

C. Education and Awareness Program

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

1. Periodic dissemination of information to employees regarding the dangers of drugs in the workplace, the Company policy of maintaining a drug-free workplace, the penalties that may be imposed for drug or alcohol abuse violations; and any available drug counseling programs and services, drug rehabilitation programs, employee assistance programs, and other community services that are available to those who have a drug problem. In connection with the above, employees will be encouraged to seek counseling and other assistance from these agencies on a self-referral basis if they feel

they have a need for it. Any employee who voluntarily seeks help and undergoes treatment for alcohol or drug abuse prior to being required to undergo testing will NOT be subject to disciplinary action because of admitted substance abuse, provided he or she thereafter remains drug free after commencing treatment, notwithstanding any clause herein or in the Master Agreement to the contrary. Such an employee is subject to drug or alcohol testing, with that employee's participation in such treatment programs constituting a reasonable, objective basis to believe that said employee has engaged in on-the-job use of alcohol and illegal use of a controlled substance.

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

D. Pre-employment and Mandatory Testing

1. Effective thirty (30) days after ratification of this amendment, all current employees on the Contractors payroll will not be required to undergo a pre-employment substance abuse test. However, all new prospective employees 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.

All employees being dispatched from the union hiring hall to an employer for employment and whose last substance abuse test is more than 30 days prior to being dispatched, are mandated by this agreement to undergo a substance abuse test as a condition of employment by the Company.

While an employee being dispatched from the union hiring hall is not required to undergo a substance abuse test if his/her last test was less than 30 days prior to being dispatched, a Company will have the option to test all dispatched employees even though the dispatched employees last substance abuse test is less than 30 days prior to being dispatched, so long as it is the Company's policy to test all new employees. Companies with policies that will test all new employees are required to inform the union office.

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

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

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

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

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

4. Requiring employees who are subject to U.S. Department of Transportation regulation and who have tested positive to undergo increased, 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.

6. For the purposes of this paragraph, the Company shall pay for all drug testing.

F. Immediate Removal From Job/Drug Testing

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

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

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

(2) Abnormal work performance;

(3) Physical conditions and/or symptoms, such as unstable

- balance, alcohol on breath, glassy or reddened eyes;
- (4) Unreliable attendance or frequent or unexplained absence from the workplace or job site;
 - (5) Abnormal personal behavior and/or poor interpersonal relations on the job;
 - (6) Discovery of controlled substances, alcohol or controlled substances paraphernalia at the work area or on the job site, in the possession of or immediate proximity of an employee; and/or
 - (7) Objective evidence of unlawful use of a controlled substance or unlawful sale of a controlled substance as provided by any Federal, State, or local enforcement agency.

In situations involving unsafe work habits or practices, abnormal work performance, abnormal personal behavior, or poor interpersonal relations, the Company shall provide firsthand written documentation to support its actions. All decisions involving the above listed items shall be made by the Company only after notifying the Union.

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

The Contractor shall complete the attached form (Appendix B) prior to sending an employee to be tested. The Company shall pay for the drug testing.

- (b) As part of or as a follow-up counseling or rehabilitation for unlawful use of a controlled substance, or alcohol abuse, or
- (c) As part of a voluntary drug testing program.
- (d) *Periodic Testing.* Periodic, routine or intermittent testing shall be conducted at different times and at different intervals for all employees to determine the use of any illegal or unauthorized drug, alcohol or other substances prohibited by this policy.

Posting-counseling/rehabilitation or return-to-work medical

examinations may be required when an employee returns to work after a long illness, disabling injury, extended absence, reduction in force or as a result of a condition of reinstatement upon completion of a drug and alcohol treatment or counseling program.

As part of an annual physical the Company may require testing for those employees who are required to undergo medical examinations due to regulatory requirements of local, state or federal agencies (DOT, ICC, DOD, etc.).

The Company shall pay for the drug testing.

- (e) *Random Testing.* Random Testing may be used at any time.

Workingplace testing may be altered or changed whenever the employees' activities are regulated by either the Department of Transportation, Department of Defense or by contract with any other branch of government or private industry.

Random testing selection will be done on a fair and impartial basis as mutually agreed upon by the Union and the Company.

Random On-Site Oral Swab Screening

The company may use an on-site portable oral swab screening test for the random testing of controlled substances. The testing kit and procedures must comply with applicable state law. Those employees who test positive for controlled substances must report to a certified drug testing facility within 4 hours.

The Company shall pay for the drug testing.

2. Blood and/or urine samples will be taken only under the direction of a licensed physician designated by a Company designated medical laboratory and the "Procedures For Medical Tests of Bodily Fluids" as set forth in Appendix "A" as attached hereto shall be followed.

3. In addition, physicians and health care professionals who provide testing service for controlled substance and alcohol impairment shall adhere to the Code of Ethical Conduct For Physicians Providing Occupational Medical Services as adopted by the American Occupational Medical Association on July 23, 1976, as well as to the

“Drug Screening In The Workplace Ethical Guidelines” as adopted by that same organization on July 25, 1986.

4. Refusal to sign an authorization to submit to a drug, controlled substance or alcohol test, the refusal to undergo such a test or refusal to permit the physician or medical laboratory to provide the test results to the Company and Union shall constitute an act of insubordination. The aforesaid insubordination shall be just and proper cause for discipline, including discharge. The penalty for this aforesaid insubordination shall be: a two (2) week suspension from work without pay and without fringe benefits accruing, for the first act of this aforesaid insubordination; a four (4) week suspension from work without pay and without fringe benefits accruing for the second act of this aforesaid insubordination; and discharge from employment for the third act of this aforesaid insubordination.

5. An employee shall complete the “Consent For The Release of Confidential Information” form as set forth in Appendix “C” prior to undergoing a substance abuse test. When an employee is tested, the employee, the Company and the Union shall be notified of the test results. Action against the employee shall be taken in accord with the disciplinary section herein, if the employee’s drug or alcohol test results are positive, as defined in Appendix “A” hereto.

6. The medical laboratory shall retain all positive specimens, in a frozen state, for twelve (12) months; all negative specimens for two (2) weeks. An employee shall have the right to have his or her sample as originally collected independently retested at his or her expense by a NIDA-certified laboratory. The employee must exercise this right within fourteen (14) days from the time of the original sample collection and the employee must select a laboratory among those listed in Appendix “D” to conduct such retesting. If the independent drug or alcohol retest results are not positive under the criteria set forth in Appendix “A”: (a) the employee shall be put back to work immediately with reimbursement of full pay and benefits, and with a rescission of any discipline imposed by reason of a positive drug or alcohol test result, along with an explanation for such rescission, and (b) the Company shall also reimburse the employee for the cost of the retest as paid for by the employee.

Where the employee believes that the positive test result is not

due to unlawful use of alcohol or a controlled substance, but due to exposure to a workplace substance, or that the accuracy of the test result was confounded by a workplace substance, he or she shall have the right, at the Company's expense to have an independent laboratory designated by the Company evaluate the specimen by mass spectrometry or other state-of-the-art technology. If the evaluation indicates that the positive test results was due to a workplace substance, or that a workplace substance confounded the accuracy of the test: (a) the employee will be put back to work immediately with full back pay and benefits, and with a rescission of any discipline imposed along with an explanation for such rescission; and (b) the Company shall take immediate steps to insure that employees are not exposed to such substances at levels that may produce or cause such positive test results, or that may cause material impairment of health or functional capacity.

7. Post Accident — The Company, at its own discretion, may require an employee to submit to a substance abuse test under the following circumstances:

- (a) Employee has sustained a personal injury on the job.
- (b) Employee has cause another employee or persons to sustain a personal injury.
- (c) Employee was involved in an accident while operating a company vehicle.
- (d) Employee was involved in an accident while operating the employer's machinery, equipment, tools, etc.

The company shall pay for the drug testing.

8. An employee who tests positive and is later allowed to return to work pursuant to paragraphs G.1.(a) or (b), below, shall be subject to unannounced random testing by the Company until two (2) subsequent consecutive tests of this nature are negative. Such tests shall be conducted within twelve (12) months after the employee returns to work, and in any event shall cease after the expiration of the aforesaid time period.

G. Schedule Of Disciplinary Actions

The manufacture, distribution, dispensation, possession, use of, or being under the influence of alcohol or a controlled substance by an

employee, the manufacture, distribution, dispensation, possession or use of the paraphernalia of a controlled substance by an employee, or the attempt to engage in any of the foregoing by an employee, is prohibited at the Company's workplace. The violation of this aforesaid prohibition by an employee shall constitute just and proper cause for discipline, including but not limited to discharge, as defined in the Master Agreement, and as specified in this Amendment to the Master Agreement. In the event the employee engages in a separate act of misconduct, in addition to the violation of this Policy, (such as insubordination, fighting, etc.) or engages in conduct which results in physical injury or property damage, the employee may also be disciplined for such conduct or misconduct in addition to discipline for the drug or alcohol offense. Such discipline shall be in accord with principles of just and proper cause.

1. The following disciplinary actions shall be taken against an employee whose drug or alcohol test has a positive reading, as defined in Appendix "A" hereto, or who is guilty of using or being under the influence of a controlled substance or alcohol at the workplace, and hereinafter collectively referred to as an offense:

(a) First Offense

- (1) Employee Option 1 — The employee shall be afforded the opportunity to enroll in a drug abuse assistance or rehabilitation program. If the employee enters such a program, his or her status as an employee will not be affected and he or she will be allowed to return to work and to continue to work as long as he or she remains drug free, as indicated by a negative drug or alcohol test result.
- (2) Employee Option 2 — A first-offense employee who does not choose to enroll in a drug abuse assistance or rehabilitation program shall be suspended for the length of time it takes to obtain a negative reading from any subsequent drug or alcohol test but in any case, no less than two (2) week suspension. The employee must make arrangements with his or her Company prior to undergoing drug or alcohol retesting. Should a subsequent drug or alcohol tests fail to produce a negative reading within

three (3) months after the first offense, the employee shall be considered as having committed his or her second offense.

For the purposes of Employee Option 2, the employee shall pay for all drug testing, however, if the Company should require a separate test, the Company shall pay for the drug testing.

- (b) Second Offense — A suspension from work for the time it takes to obtain a negative reading from any subsequent drug or alcohol test but in any case, no less than a four (4) week suspension from work. The employee must make arrangements with his or her Company prior to undergoing drug or alcohol retesting. Should subsequent tests fail to produce a negative reading within two (2) months after the beginning of such suspension, then the employee will be discharged and not be eligible for re-employment by the Company until such time as the physician or medical laboratory that conducted the original test submits verification of a negative reading having been obtained from said person.

For the purposes of this paragraph, the employee shall pay for all drug testing, however, if the Company should require a separate test, the Company shall pay for the drug testing.

- (c) Third Offense — Any employee who tests positive for the third time will be discharged and may not be eligible for re-employment by the Company for a period of three years, unless the employee can establish through objective evidence that he or she is no longer a current alcohol or drug abuser whose current use of alcohol or drugs prevents such individual from doing his or her job, or would constitute a threat to property or the safety of others.

2. For the purposes of administering this paragraph G (Schedule Of Disciplinary Actions), offenses shall be cumulative on an Company-wide basis. For example: an employee commits an offense while employed on Job A. Said employee is subsequently employed on Job B where he or she commits another offense. That offense shall be considered as his or her second offense.

H. Selling Of Controlled Substances

1. An employee who sells or attempts to sell a controlled substance and/or the paraphernalia of a controlled substance at the Company's workplace shall be immediately discharged from employment. In addition, any employee who engages in such conduct and is discharged for the same, may not be eligible for future employment by the Company.

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

I. Additional Considerations Applicable to Work On Federal Construction Projects

The following additional provisions shall apply only to employees who are employed by the Company on a work project that constitutes a procurement by the Federal Government or a Federal Agency of any property or services of a value of twenty-five thousand dollars (\$25,000.00) or more.

1. As a condition of employment, any employee convicted of a violation of a criminal drug statute for a violation occurring in the workplace must, as required by the Federal Drug Free Workplace Act, notify the Company within five (5) days of that conviction. Failure to do so will subject the employee to disciplinary action, including discharge.

2. As required by the Federal Drug Free Workplace Act, any employee who is convicted of a violation of a criminal drug statute occurring in the workplace shall be disciplined by the Company or shall be required by the Company to participate in an approved drug abuse assistance or rehabilitation program.

3. As required by the Federal Drug Free Workplace Act, the Company must and will notify any Federal Contracting Agency on whose projects it is working of a workplace drug conviction within ten (10) days after receiving notice from the convicted employee or other official source of such conviction.

4. In compliance with the U.S. Department Of Defense Drug Free Workplace Clause (September 1988) an employee who has been granted access to secret or classified information — or whose position and work involves national security, health, or safety and/or a high degree of trust and confidence — will, at Company expense,

be subject to testing for the unlawful use of controlled substances and alcohol.

5. The company shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or alcohol in the performance of any work or contract.

J. Controlled Substance

For the purposes of this Amendment to the Master Agreement, a “controlled substance” is defined as: 1. Any drug listed in Schedules I through V of the Controlled Substances Act, at Section 202 thereof, 21 U.S.C., Section 812. These controlled substances include, but are not limited to, marijuana, cocaine, opiates, amphetamines and phencyclidine.

K. Application Of Grievance Procedure And Arbitration Provisions

Grievances of employees covered by the Master Agreement involving the application of the terms and conditions of employment set forth herein shall be subject to the Grievance Procedure And Arbitration Provisions as set forth in the Master Agreement, with the results thereof being final and binding.

L. Inclusion Of Substance Abuse Treatment Benefits Under The Health & Welfare Plan

If not already included, the parties hereto will recommend to the Trustees that substance abuse treatment benefits be included under the jointly administered Health & Welfare Plan, created under Section 302 of the Taft-Hartley Act.

M. Apprenticeship Requirements

The parties hereto will also recommend that the passage of a drug test for unlawful use of alcohol or controlled substances be a part of the eligibility requirements for entry into and indenture under the Apprenticeship Program maintained by the Company and the Union pursuant to a trust fund created under Section 302 of the Taft-Hartley Act.

Also, the parties hereto agree that the passage of a drug and alcohol test as set forth in Appendix “A” hereto is a condition precedent to being employed as an apprentice.

The parties agree that all prospective apprentices who are selected

to be on the approved list or are brought into the program through the Labor-Management Agreement shall be required to undergo a drug test. All prospective apprentices shall pay for their own tests. If the tests are negative, they will be refunded from the Training Fund. If the tests are positive, they will be removed from the list and dropped from the program.

The parties agree that all prospective apprentices shall go to any of the collection stations listed on Appendix "D". Results of the testing shall be communicated in writing to the Training Office after the results are determined.

N. Notification Of Disqualification

Whenever an individual registers with a hiring hall for referral for employment, and whenever an individual applies for employment with a Company bound by the Amendment to the Labor Agreement, that individual shall disclose, at the time of registration and application, to the hiring hall and the Company all prior violations by that individual of the aforesaid prohibition against unlawful use of alcohol and the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, the paraphernalia of a controlled substance, and the attempt to engage in any of the foregoing at the Company's workplace. For the foregoing individuals who wish to be employed on a Federal work project referred to above in Section I., such individual shall disclose to the Union hiring hall and the Company any conviction of him/her of any criminal drug statute for a violation occurring in the workplace of an employer who was engaged in a Federal work project as defined above in Section I.

O. Disclosure Of Information

1. The employee's current employer and the Union may disclose to one another any and all information in their possession that is necessary to enforce this Amendment to the Labor Agreement. The foregoing duty to disclose information is included herein in order for the Company and the Union to comply with their respective duties to bargain in good faith under Section 8(a)(5) and 8(b)(3) respectively, of the Federal Law known as the National Labor Relations Act, as amended.

2. The records maintained by the Company for its employee assistance program are confidential and protected by federal law and regulations. The Company cannot disclose information identifying

an employee as a participant in its program except in the following limited circumstances:

- (a) The employee-participants consent to the disclosure in writing as set forth in Appendix “E” attached hereto and made a part hereof;
- (b) The disclosure is required by a court order;
- (c) The information is necessary to meet a medical emergency involving the employee-participant; or
- (d) The information is required by qualified personnel for research, audit or program evaluation.

3. The Company will provide each employee who participates in the employee assistance program a written summary, as requested, of the federal law and regulations governing disclosure as set forth in Appendix “F” attached hereto and made a part hereof.

4. An employee’s participation in the employee assistance program will not prohibit the Company and/or employee assistance program provider from reporting any crimes committed by the employee-participant either at the program or against any person who works for the program or from reporting any threats to commit such crimes, to the appropriate federal, state or local authorities.

5. An employee’s participation in the employee assistance program will not prohibit the Company and/or employee assistance plan provider from reporting any information about suspected child abuse or neglect under state law to the appropriate state or local authorities.

P. Additional Definitions And Conditions

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

1. The term “conviction” means the finding of guilt (including a plea of nolo contendere or no contest) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of Federal or State criminal drug statutes;

2. The term “criminal drug statute” means a criminal statute involving manufacture, distribution, dispensation, use, or possession of any controlled substance;

3. The term “Federal Agency” means an agency as that term is defined in Section 552(f) of Title 5, United States Code;

4. The terms “unlawful use of alcohol” or “illegal use of alcohol” means the use, consumption or ingestion of ethanol or methanol under any circumstance except when directed by a physician or dentist;

5. The terms “unlawful use of a controlled substance”, “illegal use of a controlled substance”, or “illegal use of drugs” means the use, consumption or ingestion of any controlled substance under any circumstances except when directed by a physician or dentist;

6. The term “workplace” means any site for the performance of the work of the Company or any location where the employee may be during paid Company time or when the employee is under the care, control, and custody of the Company; and

7. The terms “drug” or “drugs” mean a controlled substance as defined herein.

8. It is understood and agreed that whenever the Company pays for the drug testing, other than pre-employment testing as provided in paragraph D, such testing shall be done on Company Time.

Q. Entire Agreements

This document contains the entire agreement and no other substance abuse testing shall be allowed unless by mutual written agreement between the parties.

All employees shall be given a copy of the policy and he or she shall sign a statement to verify that he or she has received a copy.

**EXHIBIT “R”
RESOLUTION NO. 78**

WHEREAS, Many thousand members of this International Association and million upon millions of working men and women in the United States and Canada are unemployed today and too many have suffered a discouraging, prolonged period of unemployment brought about by high interest rates and other economic problems besetting both countries, and;

WHEREAS, In addition to high interest rates, the growing encroachment of non-union competition and non-union element created by the popular expansion of double-breasted operations, has pushed the unemployment in the construction industry to a shocking percentage above the national average of any other industry; and;

WHEREAS: Viable programs must be established to meet this non-union competition and to insure survival of union contractors;

WHEREAS: This International Association and its affiliated local unions must, once again, take the initiative in meeting these challenges in behalf of our members and to set an example for all building and construction trades unions; therefore,

BE IT RESOLVED: That the delegates to this Convention go on record to urge all local unions that wherever it is necessary to combat the non-union element that they adopt the various addendums and Specialty Agreements designed by this International Association to combat the non-union element and to recoup work for our members by making union contractors more competitive; and;

BE IT FURTHER RESOLVED: That Local Union Business Managers be empowered to expand on said addendums and Special Agreements or to take whatever steps necessary, including additional flexible conditions on particular jobs sometimes known as “pin-pointing”, to ensure that such work will be captured for our members; and;

BE IT FURTHER RESOLVED: The all local unions encourage their signatory contractors to cooperate fully on a local national level to achieve our goal for full employment for all members.

APPENDIX A PROCEDURES FOR MEDICAL TESTS OF BODILY FLUIDS

Subject to the restrictions on medical tests contained in the foregoing Amendment to the Master Agreement, bodily fluids such as blood and urine samples shall be handled in the following manner:

A. Collection shall be by a physician or health care professional. The presence of a Union representative is not necessary when the collection of bodily fluids is made. Specimen containers shall be labeled with a number, and if the donor chooses, the donor's signature, and shall be closed with a tamper-proof seal initialed by the donor and collecting agent. The labeling shall be done in the employee's presence and in the presence of a Union representative if the employee chooses.

B. The specimen number and identifying information on the donor shall be entered on a log and signed by the collecting technician in the presence of the employee — and in the presence of a Union representative if the employee chooses — and the employee shall initial the proper line on the log entry.

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

D. Samples shall be stored in a scientifically acceptable manner.

E. All handlers and couriers of the sample must complete entries and identify themselves on a proper chain of custody form.

F. Confirmation tests in accordance with the Guidelines as established by the National Institute On Drug Abuse (NIDA) must be performed. After testing and confirmation testing, the facility must retain a sufficient portion of the sample for independent retesting and store that portion in a scientifically acceptable, preserved manner for the time period of time as set forth in the Guidelines as issued from time to time by the National Institute On Drug Abuse (NIDA) — unless the donor/employee or the Union requests of the facility that it retain the sample for a longer period of time.

G. Results of the testing shall be communicated in writing to the Company, Union and the donor/employee within seventy-two (72) hours after the results are determined. The laboratory may only report a positive drug or alcohol test result if the appropriate test indicates that the specimen contains levels of drugs or alcohol in excess of the following levels:

1. Blood alcohol level in excess of the State of Hawaii Standard giving rise to a legal presumption of intoxication.
2. Drug levels in excess of those levels as set forth in the Guidelines as established by the National Institute On Drug Abuse (NIDA).

Information on test results and the fact that testing was done shall be kept confidential by the Company, Union, and tester, and shall be communicated only to those who must know the information in order to ensure safety at the workplace and enforce the terms and conditions set forth in the foregoing Amendment to the Master Agreement. Copies of all documents — including but not limited to test results, computer printouts, graphs, interpretations, and chain of custody forms — shall be delivered to the employee from whom the samples of the bodily fluids were taken.

H. On the day that the sample is taken, the Contractor may send the employee home for the remainder of the day.

I. As utilized herein, the terms “drugs” or “drug” mean a controlled substance as defined in the foregoing Amendment to the Master Agreement. As utilized herein, the term “alcohol” has the same meaning that is set forth in the foregoing Amendment to the Master Agreement.

APPENDIX B
SUBSTANCE ABUSE TESTING

Type: _____

Location Code: _____

SUBSTANCE ABUSE TESTING

To: _____ Date: _____

Position: _____ Dept/Project: _____

1. As an employee, you are ordered to be tested for substance abuse in accordance with Company policy and procedures, based on reasonable suspicion.
2. An appointment has been made for you to be tested at:
_____ Date: _____
_____ Time: _____
3. You will be escorted to the collection site by a Company official or representative. You will be provided transportation to the collection site and provided transportation to your residence upon completion of the specimen collection. Any costs accrued for transportation will be paid by the Company.
4. You will be required to sign a form voluntarily consenting to submit to testing, to provide specimen(s) as part of testing and to release the test results to the Company and its medical review officer. Failure to sign this form shall result in disciplinary action as set forth in the program and procedures for disciplinary action.
5. You are hereby placed on indefinite suspension without pay pending the results of the substance abuse test. If the results are negative, you will be returned to work immediately and reimbursed for all lost time, and no record of the testing or indefinite suspension will be placed in your personnel file.

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

Unless you are advised otherwise in writing by the Company, substance abuse testing for cause shall be for the presence of alcohol

in the system or for the following substances of abuse: marijuana, cocaine, amphetamines, opiates, and phencyclidine.

You are advised that over-the-counter medications or prescribed drugs may result in a positive test result. For this reason the Company's Medical Review Officer may need my assistance in identifying which medications or drugs I may be taking at the present time and may have taken within the past thirty (30) days to ensure accuracy of testing results.

I would like to voluntarily disclose that I am currently taking the medication listed below:

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

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

Director of Environmental Safety and Health
Personnel Manager or designee

cc: Medical Review Officer

APPENDIX C
CONSENT FOR THE RELEASE OF
CONFIDENTIAL INFORMATION

I, _____, authorize _____
(name of patient) (Name of Testing Facility)

to 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 Accounting 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	Ann Topolinshi Annette DaSilva Ph. 235-0099 Kaneohe, Hawaii 96744
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 Kealahakua, 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

Location**Contact Person**

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

Airport Urgent Care
545 Ohohia Street
Honolulu, Hawaii 96819

Ph. 831-3000

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, _____ ,
(Name of employee-patient)

request/authorize _____ to
(Name of Company)

disclose to _____
(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.

APPENDIX G
SATURDAY MAKE-UP DAY

This form is to formally request from the Union to use the provisions of Article X, Section 1(a) allowing Saturday as a “MAKE-UP DAY” per the current LMA expiring on February 28, 2025. The reason for the request is as follows:

Date: _____ Time sent to Union Office: _____ am/pm

Contractor: _____ Project: _____

By: _____ Location: _____

- a) _____ Weather
- b) _____ Owners Request
- c) _____ General Contractor’s Request
- d) _____ Equipment Breakdown
- e) _____ Power Failure
- f) _____ Accident, which results in fatality
- g) _____ Other reason (list): _____

Approved: _____ Disapproved: _____ By: _____

Employees volunteering to work on this Saturday as a make up day are listed below.

Any abuse of this provision for the benefit of the contractor or detriment of the employees, the contractor can lose this privilege for the balance of the LMA.

Employee’s Name: _____ / Signature: _____

Employee’s Name: _____ / Signature: _____

Employee’s Name: _____ / Signature: _____

Employee’s Name: _____ / Signature: _____

Employee’s Name: _____ / Signature: _____

Employee’s Name: _____ / Signature: _____

