

LABOR AGREEMENT

By and Between

HAWAII WALL & CEILING INDUSTRY
ASSOCIATION OF HAWAII

and

IUPAT, DISTRICT COUNCIL 50
DRYWALL TAPERS, FINISHERS & ALLIED WORKERS,
LOCAL UNION 1944, AFL-CIO

January 1, 2025 to December 31, 2029

Honolulu, Hawaii

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AGREEMENT

THIS AGREEMENT effective the 1st day of January 2025 by and between the Hawaii Wall & Ceiling Industry Association of Hawaii (hereinafter called "Association"), members of the Associations and other employers signatory hereto (all hereinafter called "Employers"), and International Union of Painters and Allied Trades, Drywall Tapers, Finishers and Allied Workers Local Union 1944, AFL-CIO (hereinafter called "Union").

WITNESSETH

WHEREAS, the Association is a multi-employer organization which represents for purposes of collective bargaining various employers who employ taper foremen, journeymen, and apprentices in the drywall industry in the State of Hawaii and who are assigned to projects outside the State of Hawaii; and

WHEREAS, Employers represented by the Association and other signatory employers to this agreement currently employ taper foremen, journeymen, and apprentices in the drywall industry in the State of Hawaii; and who are assigned to projects outside the State of Hawaii; and

WHEREAS, the Union is the exclusive bargaining agent of all employees classified and performing work as taper foremen, journeymen, and apprentices in the drywall industry in the State of Hawaii and who are assigned to projects outside the State of Hawaii, excluding clerical employees, confidential employees, professional employees, watchmen, and supervisors (except foremen) as defined in the National Labor Relations Act, hereinafter referred to as "bargaining unit employees"; and

WHEREAS, said bargaining unit employees constitute an appropriate unit for purposes of collective bargaining under the National Labor Relations Act; and

WHEREAS, Union claims and the Association and Employers acknowledge and agree that a majority of the aforementioned bargaining unit employees have authorized the Union to represent them for purposes of collective bargaining; and

WHEREAS, the parties have negotiated in good faith and have reached an agreement ratified by the bargaining unit employees and wish to memorialize the agreed upon terms and conditions of their agreement herein;

WHEREAS, the Association and Employers pursuant to Section 9(a) of the National Labor Relations Act (29 U.S.C. § 159(a)) voluntarily agree to recognize and do hereby recognize the Union as the exclusive bargaining representative of all bargaining unit employees as described herein.

WHEREAS, the Association, the Employers and the Union desire to have mutual confidence and cooperation so as to avoid industrial conflict and thereby benefit the Employers, the employees, the Union and the public;

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

Sec. 1. DEFINITIONS

Unless otherwise defined specifically herein, the term:

- A. "Association" means the Hawaii Wall & Ceiling Industry Association of Hawaii, its successors and assigns.
- B. "Employer" includes any individual, partner, corporation, joint venture or business entity which is signatory to this Agreement as an Employer, and the Association.
- C. "Union" means International Union of Painters and Allied Trades, Drywall Tapers, Finishers and Allied Workers Local Union 1944, AFL-CIO.
- D. "Member Employer" means an Employer who is a member of the Association.
- E. "Non-member Employer" means an Employer who is not a member of the Association.
- F. "Employee" means any person employed by an Employer under this Agreement.
- G. "Agreement" means this Collective Bargaining Agreement between the Association and Employers, and the Union.

Sec. 2. COVERAGE

This Agreement covers all employees of the Employers classified and performing work as taper foremen, journeymen and apprentices in the drywall industry in the State of Hawaii or who are assigned to projects outside the State of Hawaii, but does not cover office clerical employees, confidential employees, professional employees, watchmen, and supervisors (except foremen) as defined in the National Labor Relations Act, as amended.

This Agreement covers all stocking and mixing of materials, all work involved in application by hand or automatic tools the embedding of tape - both paper and fiberglass, the application of skim coats over tape, detail work, nail spotting, application of outside corner guards and edge trim, filling corner guards and edge trim, finishing of angles, sanding, finishing and final check out to include punch list, the surface preparation and application of simulated acoustical spray, texture or smooth finishes regardless of surface, and all preparation and application of joint compound to obtain Level 5 finishes. The preparation of surfaces to receive paint, wallpaper, or textures on both new and re-do surfaces, the application of all textures or synthetic coatings systems, embedding of the fiberglass mesh, installation of polystyrene foam sheeting – both interior and exterior, all masking and cleanup in connection with the above work, along with the erection and disassembling of scaffolding

which support workers in performing the above.

Sec. 3. UNION RECOGNITION

The Employers hereby recognizes IUPAT District Council 50 Drywall Tapers, Finishers and Allied Workers Local Union 1944 ("the Union") as the sole and exclusive bargaining representative, within the meaning of Section 9(a) of the National Relations Act ("the Act"), of all full and regular part-time employees employed on all present and future jobsites within the jurisdiction of the Union. Such Recognition is predicated on the Union's demand for recognition pursuant to Section 9(a) of the Act, and on the Union's presentation of clearly showing that the majority of employees in the bargaining unit are members of the Union and desire the Union to act as their exclusive representative within the meaning of Section 9(a) of the Act. The employer acknowledges that it has reviewed the Unions showing and agrees that it reflects the employees desire to be represented by the Union under Section 9(a) of the Act.

Sec. 4. ASSOCIATION RECOGNITION

The Association represents to the Union that it has been authorized by its members to represent them in all matters relating to negotiation of wages, hours, and other conditions of employment. The Union recognizes the Association as the sole and exclusive bargaining representative of all its members.

Sec. 5. UNION SECURITY

- A. Present Member. Each employee who is a member of the Union on the effective date of this Agreement shall remain a member of the Union as a condition of employment during the term of this Agreement.
- B. New Employee. Each new employee who is not a member of the Union at the time of employment shall become a member of the Union not later than the eighth (8th) day of his employment and shall thereafter remain a member of the Union as a condition of employment during the term of this Agreement. In no event, however, shall any such new employee be required, as a condition of employment, to become a member of the Union sooner than seven (7) days after the date of his employment.

Sec. 6. AUTHORIZED DEDUCTIONS

- A. If an employee signs the authorization form attached hereto as Exhibit "C", his Employer shall deduct from his wages Union administrative processing fees, Union dues, Union assessments.
- B. If an employee does not have enough wages on any payroll for which such deductions may be satisfied, the deductions shall be made from the next succeeding payroll until such deductions are satisfied. Deductions for government

taxes, for paying debts of employee to his Employer, and deductions required by law to be made by the Employer shall have priority over deductions payable pursuant to the authorization.

All money deducted pursuant to this section shall be transmitted by the Employer to the Union no later than the 25th day of the month following the month in which deductions are made.

Sec. 7. HIRING AND REFERRAL

The hiring and referral procedure attached hereto as Exhibit "B" is a part of this Agreement and shall be followed by the Employers, the employees, and the Union.

Sec. 8. MANAGEMENT PREROGATIVES

The Employer insists on its right to exercise traditional management prerogatives to plan, direct, and control its operations in order to be competitive by increasing productivity and managing the business in the most efficient manner. Therefore, it is expressly understood and agreed that:

- A. The Employer reserves the right to reject any applicant for employment.
- B. The Employer reserves the right to hire, assign work, lay off, recall and/or fire employees without regard to seniority.
- C. The Employer upon lay-off or termination of a taper employee the company shall fill out an evaluation form for the use of the Union and kept as an employment history record. (Exhibit "E")

Sec. 9. EMPLOYER REQUIREMENTS

- A. No Employer shall be a part of this Agreement unless he maintains a legitimate place of business, is engaged in the business of drywall application, is financially able to meet payroll requirements every week, complies with the State of Hawaii Workers Compensation Law, Hawaii Employment Security Law, Social Security Act, and all other State and Federal laws enacted to protect the benefits of the employees.
- B. The Employer shall notify the Union in writing of the names of all its owners, partners, or corporate officers prior to the signing of this Agreement. Upon any subsequent change in one or more officers, owners, or officials, the Union shall be promptly notified in writing.
- C. Every Employer shall be licensed by the State of Hawaii Contractors License Board to perform the work covered by this Agreement.

- D. Any person who signs this Agreement for an Employer must be authorized for this purpose and shall produce proof of such authorization on demand by the Union or the Association.
- E. Any Employer who does not have a satisfactory past performance record of compliance with terms of labor agreements or of supervision of workmen, or of ethical business practices, will be required to post a bond with the Joint Industry Committee for a period of one year. If the Employer fails to comply with the terms of this Agreement in a satisfactory manner, said Employer shall forfeit its bond and the Joint Industry Committee is authorized, in its discretion, to terminate the Agreement with respect to said Employer.
- F. Any provision herein to the contrary notwithstanding the Joint Industry Committee may, upon 14 days written notice, cancel the Agreement with the Employer for any violation.
- G. The contractor or the employer party to this agreement, when engaged in work outside the geographical jurisdiction of the Union party to this agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from the residents of the area where the work is performed or from among persons who are employed the greater percentage of their time in such areas.
- H. The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the agreement, comply with all of the lawful clauses of the collective bargaining agreement in effect in said other geographic jurisdiction and executed by the employers of the industry and the affiliated Local Unions in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided however, that as to employees employed by such employer from within the geographic jurisdiction of the Union party to this agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction whichever are more favorable to such employees, and fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents. This provision is enforceable by the Local Union in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable collective bargaining agreement and through the courts and is also enforceable by the Union party to this agreement, both through the procedure for settlement of grievances set forth in this agreement and through the courts.

Sec. 10. HOURS OF WORK

- A. Forty (40) hours shall establish a work week Monday through Saturday. No overtime is payable until after forty (40) hours of work. It is further understood that all contract holidays, as listed in Section 11, and Sunday's, are paid at one and one-half times the regular rate of pay regardless of the above.

In circumstances where State or Federal Law conflict with Item A., State and Federal Law shall prevail.

The contractor may schedule four non-holiday workdays during the week, at 10 hours per day to provide a 40-hour work week which will be compensated at the straight time rate of pay. Written notification should be submitted to the Union 2-3 days prior.

Sec. 11. HOLIDAYS

A. All work performed on the following holidays shall be paid for at one and one-half times the regular wage:

New Year's Day	Labor Day
President's Day	Martin Luther King Day
Memorial Day	Veteran's Day
Kamehameha Day	Thanksgiving Day
Independence Day	Christmas Day

B. No work shall be performed on Labor Day except in case of emergency and then only after permissions granted by the Union's business representative.

C. Holidays which fall on Saturday or Sunday. In the event any of the ten (10) above-listed holidays falls on a Saturday, then the preceding Friday shall be observed as the holiday.

D. Switching and/or substitution of any Holidays. On a project-by-project basis, the Contractor may by mutual agreement with the Union, "switch" any of the ten (10) above-listed holidays to a day other than the day on which it falls, unless it conflicts with State and Federal laws. For Federal projects the Contractor shall have the option, at such Contractor's discretion, of substituting Discover's Day with King Kamehameha Day.

E. If there is a conflict with the holiday schedule, the Union reserves the right to amend the holiday to coincide with the General Contractor's Association's holiday calendar.

Sec. 12. CLASSIFICATION AND WAGES

A. Exhibit A, titled Taping Industry Classification and Wage/Fringe Benefits, attached hereto, is a part of this Agreement.

B. The wage increase provided in Exhibit "A" shall be paid to all employees on the dates provided therein.

C. On all Federal Projects, contractors shall only be required to abide by the following conditions:

1. **Wages and Benefits.** The contractor shall pay the wage and benefits package established by Davis-Bacon at the time of bid, this would be the minimum wage and benefit package allowed for the project, however no project will be more than 24 months behind, unless by mutual agreement. Health and Welfare must remain current as set forth in the Exhibit "A" of this collective bargaining agreement. The contractor must notify the union and provide the award contract along with the Davis Bacon wage rates for that project. The Union and the Employer may determine the proper allocation of wage and fringe benefit option schedule in accordance with the annual increases as stated in the Exhibit "A".
2. **Overtime Work.** Overtime work shall be paid under the laws established by the Contract Work Hours and Safety Standards Act.
3. **Other Requirements.** All other conditions and requirements shall comply with those set forth in this collective bargaining agreement.

D. **Merit Increases or Consideration.** The Employer may, at its discretion, provide merit increases or other considerations.

Sec. 13. TIME AND MODE OF PAYMENT OF WAGES

- A. **Weekly Payment.** Wages shall be paid weekly, each Friday, not later than quitting time and not more than one week's wages may be withheld at any time. If a holiday falls on Friday, wages shall be paid on Thursday no later than quitting time.
- B. **Mode of Payment.** All wages shall be paid either in lawful currency, negotiable check, or direct deposit together with a statement of earnings and deductions showing the Employer's name, the employee's name, rate of pay, date and hours worked, all deductions made and amount due. The payment shall conform with all provisions pertaining to the payment of employees as required by Federal and State laws.

Employees shall update the employer on any banking information changes before the next pay period or as soon as possible. If the employee fails to do so, the employer is not liable for late payments and shall not have to pay employee late fees.

- C. **Discharged Employee.** An employee laid off or discharged must be paid in full by no later than quitting time of the same day
- D. **Late Payment.** When wages due and payable are not received on the stipulated day or when a payroll check given by an Employer fails to clear the bank and is returned to the employee, the employee shall be paid \$25.00 per day from the due date including Saturday, Sunday and Holidays as liquidated damages.
- E. **Checks Not Honored.** No employee shall continue to work for an Employer whose check was not honored because of insufficient funds. He shall not return to work

until all outstanding paychecks have been honored and satisfactory arrangements for future payments have been made. If the Employer is deemed a willful violator by the Joint Industry Committee, the Employer shall be required to post a bond commensurate with his payroll before any person is referred to him for employment

F. Wage Dispute. In the event of a dispute regarding the payment of wages, the Employer shall place the compensation involved in escrow with the Joint Industry Committee pending a decision by the committee on the dispute.

Sec. 14. WORKING RULES

The Association, Employers, employees and the Union shall observe the following working rules:

- A. Ratio of Apprentices to Journeymen. The ratio of Taper apprentices to Taper journeymen shall not be more than two (2) Taper apprentices to one Taper journeyman. The ratio shall be determined on a shop basis.
- B. Any apprentice who is assigned to work without the supervision of a journeyman Taper will be paid journeyman wages and benefits.
- C. No apprentice will be put in charge, direct or supervise journeymen for any reason.
- D. Show-up Time. The contractor may require or request an employee to remain on the job for up to thirty (30) minutes past the employee's normal starting time, pending possible abatement or cessation of inclement weather, or situations beyond the contractor's control which is preventing work from starting without paying show-up time to the employee. Should such a requirement or request extend beyond thirty (30) minutes past the employee's normal starting time, the employee shall be entitled to show-up time pay, equal to one (1) hour's pay, unless such employee quits or voluntarily lays off.
- E. Employees will abide by company policy on all electronic products usage, i.e. cell phones, etc.
- F. Employee Tools. The following tools are to be furnished by all journeymen and apprentices and must be in their possession on the job at all times:

1.	1" knife	11.	Tin Snips
2.	3" knife	12.	4" Sanding Pole
3.	6" knife	13.	Mud Pan
4.	8" knife	14.	OSHA Approved Footwear
5.	10" knife	15.	Ear Plugs
6.	12" knife	16.	Safety Goggles
7.	Mud Stomper	17.	Reflective Safety Vest or Safety Approved Shirt
8.	Hard Hat		
9.	Screwdriver	18.	OSHA Approved Half-Face Piece Reusable Respirator (3M 6000-7000 Series or Similar)
10.	Hammer		

All tools shall be of standard quality and design as established and approved by the Joint Industry Committee.

G. Employer Tools. The Employer shall furnish all automatic taping tools and equipment. Workmen will be held responsible for the tools or equipment issued to them if the Employer furnishes the necessary lockers, toolboxes, or other safe places for storage

H. Safety and Protective Devices

1. Except for construction hard hats, ear plugs, safety goggles, reflective safety vest or safety approved shirt, and OSHA approved steel toe footwear, 3M Reusable Respirator (3M 6000-7000) which each employee shall secure on his own as part of the tools of this trade, the Contractor shall furnish all other safety and protective equipment as may be required for all hazardous material by applicable State or Federal safety regulations (i.e. 3M P100 Particulate filter cartridges as needed, harness, lanyards, etc.) for the work being performed.
2. Employees shall be responsible for the proper care, use, and maintenance of such equipment as is issued or assigned to them, i.e. automatic taping tools and safety equipment with a serial number if applicable, and they shall return same to the Contractor upon completion of its use. Employers may withhold last paycheck until all employer owned tools have been returned to the employer. The compensation involved shall be placed with the officers of the Hawaii Wall and Ceiling Industry Association and inform the Union of such action, pending a decision by the Joint Industry Committee on the issue

The employee shall be responsible for the safeguard of his/her own personal tools, both during and after work hours.

I. Clean-Up Time. The employees shall have 15 minutes clean up period before quitting time. The period shall be utilized for the cleaning of tools and equipment and personal clean up.

J. Subletting Restricted. An Employer may sublet work covered by this Agreement only to an Employer signatory to this Agreement.

K. No Piecework. No Employer shall directly or indirectly or by any subterfuge sublet or contract with members of the Union all or any part of the labor services required by the contract of any such Employer, nor shall any employee accept work from any Employer on a subcontract or piece-work basis.

L. No Double Identity. No foreman or journeyman Taper will be allowed to engage in the business of contract taping until he furnishes proof of his qualifications to the Joint Industry Committee as set forth in Section 9. No Employer will be allowed to

work for another Employer as a journeyman. There shall be no double identity and before an applicant change from Employer to journeyman or vice versa, he shall appear before the Joint Industry Committee and show, to the satisfaction of the Joint Industry Committee, that the change is being made in good faith.

M. Personal Automobile. The Employer may provide suitable transportation for an employee who is required to travel from one job to another in the course of the same workday. Employees are prohibited from using their personal automobiles in such situations to transport men or material.

N. First Aid or Medical Attention. When an employee who is injured in the course of his employment returns to his work the same day after receiving necessary first aid or medical attention, he shall be paid for all time lost at the straight time rate; however, if he receives medical advice not to return to work, he shall receive 8 hours pay for that day.

Sec. 15. CONDUCT OF UNION AFFAIRS

A. Stewards. The Union may appoint a steward at any shop or any job where workmen are employed. The steward shall see that this Agreement and working rules are observed. Under no circumstances shall the Employer dismiss or otherwise discriminate against any employee for making a complaint or giving evidence with respect to an alleged violation of this Agreement.

B. Access to Job or Shop. The representative of the Union shall be allowed access to any job or shop at any reasonable time where employees are employed. This right of access shall be exercised reasonably so as not to cause employees to neglect their work unreasonably or otherwise to interfere with the conduct of the Employer's operations.

Sec. 16. GRIEVANCE OF A MEMBER AGAINST UNION

The term grievance shall mean a complaint filed against the Local Union, and the following procedure must be used:

Step #1 A written and signed complaint must be presented to the Union within 7 working days from the date the alleged violation occurred.

Step #2 The Union representative (or his designated agent) and the member shall attempt to adjust the complaint promptly.

Step #3 If the Union representative or agent cannot adjust the complaint with the member satisfactorily within 7 working days after the written complaint is submitted, the complaint shall be referred to the Union's Executive Board for a final ruling, and the member will be informed of the Executive Board's ruling no later than 30 days from the date complaint was filed.

Sec. 17. GRIEVANCE PROCEDURE

All grievances or disputes involving the application, interpretation, or alleged violation of this Agreement shall be handled in the following manner:

- Step #1 The Union representative and the Employer or his representative shall attempt to adjust the grievance or dispute promptly.
- Step #2 If the grievance or dispute is not satisfactorily adjusted at Step 1 within 2 working days after being submitted, it shall be referred to the Joint Industry Committee. If a member of the Joint Industry Committee is a party to the grievance or dispute, he shall be replaced by an alternate.
- Step #3 If the Joint Industry Committee cannot reach a decision by a majority vote within 30 days after the grievance or dispute is first submitted to it, an impasse will exist, then the grievance or dispute may be submitted to arbitration. It is understood that because of the complexities and the constantly changing interpretations of the specific laws involved, in cases involving alleged charges of discrimination or alleged OSHA violations, the Joint Industry Committee may elect to by-pass acting on such cases, and instead refer such cases to the State or Federal Agencies in charge of such matters.

Sec. 18. ARBITRATION

- A. Within 15 days after the Joint Industry Committee reaches an impasse on a grievance decision, the Association and the Union shall mutually agree upon an arbitrator. If the parties cannot agree, the arbitrator shall be selected by the First Judge of the U.S. District Court of Hawaii.
- B. The decision of the arbitrator shall be limited to matters relating to the Agreement. The arbitrator shall not amend the Agreement.
- C. The decision of the arbitrator shall be final and binding upon the parties and shall be in writing and signed by the arbitrator. A copy of the decision shall be given to each party.
- D. All fees and expenses of the arbitrator shall be borne by the Union and Association (or nonmember Employer in grievances involving nonmember Employers). Each party shall bear the expenses for the presentation of its own case.
- E. In addition to other determinations, the arbitrator may also determine back pay awards, fines, monetary penalties or damages.
- F. No grievance subject to the grievance procedure or arbitration shall be recognized unless considered in Step 1 within 30 days after the date of the alleged violation.

Sec. 19. JOINT INDUSTRY COMMITTEE

- A. Composition
 - 1. To better the relationship between the Union and the Employer, there is hereby established a Joint Industry Committee (hereinafter "committee") composed of 3 members representing the Employers and appointed by the Association and 3 members representing the Union and appointed by the Union. Both sides may select alternates who may vote when regular members are absent. Authorized actions shall be in the name of the committee.
 - 2. The Union, the Association, Employers and members of the committee shall not be liable for unauthorized acts of the committee.
 - 3. A member of the committee shall not be liable to any party to this Agreement for any action made within the scope of his authority. Every party signatory to this Agreement releases each member of the committee from any liability for actions made within the scope of a member's authority.
- B. Scope and Authority. The authority of the members of the committee is limited by the terms of this agreement. The committee may determine questions relating to the application of, interpretation of and alleged violations of this Agreement. The committee shall not modify the terms of this Agreement.
- C. Powers. Except in cases where the violation was caused by reasons beyond the control of a person, any person who violates this Agreement may be fined, suspended or otherwise penalized by the committee.
- D. Establish Own Rules. The committee shall establish and determine its rules or procedure and shall set the time and place for committee meetings. The Employer members of the committee may expend funds entrusted to it to employ persons to assist in carrying out the authorized business of the committee.
- E. Quorum. In the transaction of official business of the committee, 2 members representing each party shall constitute a quorum
- F. Voting. The unit rules shall govern, and any decision reached by the committee must be by a majority vote.
- G. Decision Binding. The decision of the committee shall be final and binding upon all parties to this agreement.
- H. When the committee receives a grievance or dispute it shall send notice by certified mail thereof to the parties involved. In the event the Employer involved is a member of the committee, he shall be replaced by an alternate. The Employer involved may be present or be represented by anyone, other than legal counsel, at any meeting during which the matter is heard and may present evidence and testimony on his behalf. If the Employer does not designate a representative or fails or refuses to appear at the scheduled meeting, the committee may consider and decide the matter before it.

- I. Funds. Any money collected by the committee by reason or imposition of fines or assessments, or penalties shall be deposited with a bank in the name of the Employer members of the committee who shall serve as trustees of the fund. Funds may be used for expenses incurred in the administration of the committee's affairs, including but not limited to legal, auditing and secretarial services.
- J. Rights of Committee. The committee may summon, question and examine any party to this Agreement or their representatives or agents in connection with any question or matter, which the committee has the authority to act upon. The committee may have the books and accounts of any Employer examined by an independent certified public accountant as to payroll records and payment of fringe benefits. The expenses for such auditing shall be paid from funds of the committee, which are under the control of the Employer members of the Committee.

Sec. 20. STRIKES AND LOCKOUTS

- A. General. The Employer shall not engage in any lockout of its employees and the Union shall not conduct any strike, boycott, picketing or work stoppage, slowdown or any other type of organized interference against an Employer's business.
- B. Procedure. If any violation of paragraph A occurs which is unauthorized by the International Union or the Union, neither the International Union nor the Union, nor any of its officers or agents shall be liable to the Employer if the Union declares publicly that such action is unauthorized and promptly orders its members to return to work notwithstanding the existence of any wildcat picket line.
- C. Discipline or Discharge. The Employer may discipline or discharge any employee participating in or encouraging such action described in paragraph A. Such action by the Employer shall be final and binding upon the Union and its members and shall not be a violation by the Employer of this Agreement. However, an issue of fact as to whether or not any employee has engaged in, participated in or encouraged any such violation is subject to the grievance procedure.
- D. Lawful Picket. Employees covered by this agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization, and the union party to this agreement has the right to withdraw employees covered by this agreement whenever the employer party to the agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.

Sec. 21. TRANSPORTATION AND SUBSISTENCE ALLOWANCE

- A. Transportation
 1. Local Transportation. As a convenience to its employees, the Employer may furnish employees with transportation to and from the shop to job site. Employees desiring such transportation shall report to the shop, or a designated pick-up place, previously agreed to, in sufficient time so that

the employee will be on the job at the regular starting time and shall remain on the job site until the regular quitting time.

2. Where a special and unusual condition exists which makes it difficult for the employee to arrive at the job site, then mutually satisfactory arrangements shall be made between the Employer and the Union in order that the employees may be at the job site ready to begin work at the regular starting time.
3. Members working on the Island of Lanai shall be compensated with suitable travel time, housing, or allowance, mutually agreed by the members, the Union, and the employer.

B. Parking Expense. Where free parking is not available within 2,000 feet of a job site, the Contractor shall reimburse employees at the lowest parking rate available within said 2,000-foot area, provided that the employee presents a signed and dated receipt for each parking expenditure. The Contractor may, however, at his option, furnish transportation from a designated parking area where parking is free to and from the job site, rather than reimburse the employees for such parking expenditures. Designated parking area must be convenient for the employee and approved by the Union.

C. Subsistence Allowance, Off-Island. When an employee is required to report to work on any island in the State of Hawaii other than the island on which he resides, or if he is required to remain away from home overnight on the island on which he resides, the Employer shall:

- a. Provide suitable round trip transportation, but the Employer is not obligated to pay for an employee's return transportation if the employee is discharged for just cause, or if the employee does not stay on the work project for 30 days or until the work project is completed, whichever comes first;
- b. Pay a subsistence allowance in accordance with Schedule "A" below; or provide suitable housing and pay a meal allowance in accordance with Schedule "B" below. Suitable housing is defined as not more than two (2) persons per room, excluding bathrooms and kitchens.
 - i. Schedule "A" - Subsistence Allowance

Effective 01/01/25	\$90 per day
Effective 01/01/26	\$90 per day
Effective 01/01/27	\$95 per day
Effective 01/01/28	\$95 per day
Effective 01/01/29	\$95 per day
 - ii. Schedule B Meal Allowance Effective

01/01/25	\$50 per day
Effective 01/01/26	\$50 per day
Effective 01/01/27	\$52 per day

Effective 01/01/28	\$52 per day
Effective 01/01/29	\$52 per day

The per diem shall not be paid when the employee fails to report to work on any day which work is scheduled. Subsistence allowance shall be provided on a seven-day week basis and the Employer shall pay in advance 7 days subsistence allowance on jobs expected to be or exceeding 7 days duration, and the Union guarantees recovery of advancement in the event of employee's default.

- c. After approval is received from the union the employer shall furnish the Union with the following information before starting out of town work:
 - ii. Locale and nature of work;
 - iii. Approximate starting and completion days.
- d. At the employer's expense, provide each employee with one round-trip home, every 3 weeks on the job exceeding 30 days' duration. Employer shall not pay subsistence for weekends that the employee is provided a trip home.

Sec. 22. PRESERVATION OF WORK CLAUSE

- A. To protect and preserve, for the employees covered by this agreement, all work they have performed and all work covered by this agreement, and to prevent a device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site construction work of the type covered by this agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly, management, control, or majority ownership, the terms and conditions of this agreement shall be applicable to all such work.
- B. All charges of violations of the above shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of this Article, the Joint Trade Board or Arbitrator shall be able, at the request of the Union, to require an Employer to pay 1) the affected employees covered by this agreement, including registered applicants for employment, the equivalent wages those employees have lost because of the violations, and 2) into the affected Joint Trust Funds to which this agreement requires contributions any delinquent contributions that resulted from violations. The Joint Trade Board or Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this agreement. The Union shall enforce a decision on the Joint Trade Board or Arbitrator under this section only through arbitral, judicial, or governmental (for example, the National Labor Relations Board) channels.

C If, after an Employer has violated this Article the Union and/or the Trustees of one or more Joint Trust Funds to which this agreement requires contributions institute legal action to enforce an award by an Arbitrator or the Joint Trade Board remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountants' and/or attorneys' fees incurred by the Union and/or the Joint Trust Funds, plus costs of the litigation, that have resulted from such legal action. This section does not affect other remedies, whether provided by law or this Article that may be available to the Union and/or the Joint Trust Funds.

Sec. 23. VACATION FUND

- A. Participation. The Employers shall participate in the Hawaii Tapers Vacation Fund (herein after "Vacation Fund"). The employers and Union shall abide by the terms and conditions of the Agreement and Declaration of trust relating to fund, effective January 1, 2014, and incorporated herein by reference.
- B. The terms "employers" and "union" as used in the trust agreement means the Employer and Union as used in this agreement.
- C. Contributions. Exhibit "A" titled Taping Industry Classification and Wage/fringe Benefits, attached hereto, is part of this Agreement. Effective on the dates provided in said Exhibit "A", each Employer shall contribute to the vacation fund the amount provided in said Exhibit "A" for each compensable hour worked by each of its employees. If the Association, the Union, or the other Hawaii Tapers Trust Fund employees participate as Employers, effective on the date provided in said Exhibit "A", they shall contribute to the vacation fund the amounts per hour provided in said Exhibit "A", multiplied by the number of hours per month for each of their respective employees as agreed upon in a participation agreement between the Association, or other Hawaii Tapers Trust Fund and Health and Welfare Fund.

Sec. 24. HEALTH AND WELFARE FUND

- A. Participation. The Employers shall participate in the Hawaii Tapers Health & Welfare Trust Fund (hereinafter "Health Fund") under the Hawaii Tapers Health & Welfare trust agreement, effective January 1, 1982, and incorporated herein by reference. For the purposes of this section, the Agreement is an extension and amendment to the Labor Agreement, which existed from September 1, 1977, through August 31, 1980.
- B. Contributions. Exhibit A, titled Taping Industry Classification and Wage/Fringe Benefits, attached hereto, is part of this Agreement. Effective on the dates provided in said Exhibit "A", each Employer shall contribute to the health fund, the amount provided in said Exhibit "A" for each compensable hour worked by each of its employees. If the Association, the Union, or other Hawaii Tapers Trust Fund participates as Employers, effective on the dates provided in said Exhibit "A", they shall contribute to the health and welfare fund the amounts per hour provided in said Exhibit "A", multiplied by the number of hours per month for each of their respective employees as agreed upon in a participation agreement between the

Association, Union, or other Hawaii Tapers Trust Fund and the Health and Welfare Fund.

Sec. 25. TRAINING FUND

- A. The Employers and the Union shall sponsor and continue the Training Fund known as the "District Council 50 Joint Apprenticeship and Training Trust Fund" (herein "Training Fund") under the Trust Agreement adopted by the Training Fund and incorporated herein by reference Fund and incorporated herein by reference.

Purpose. The training fund shall be used to provide training, safety, OSHA certification, and educational benefits to employees in the taping industry.

The Apprenticeship and Training Program shall offer advanced or upgraded journeymen training for all journeypersons working under this Agreement.

Journeypersons shall be required to take such course in accordance with the rules set forth by the Joint Apprenticeship and Training Committee., any person who violates this Agreement may be fined, suspended or otherwise penalized by the committee.

- B. Administration. The training fund shall be administered Board of Trustees, eight Trustees, of whom four shall be designated as "Employer trustees", and four designated as "Union trustees"
- C. Both parties hereto agree to affiliate with the IUPAT Joint Apprenticeship and Training Trust Fund (IUPAT-JATTF) and further provide from said fund, a minimum contribution of ten cents (\$0.10) per hour for each hour paid for each employee covered under the said collective bargaining agreement.
- D. Contributions. Exhibit "A", titled Taping Industry Classification and Wage/Fringe Benefits, attached hereto, is part of this Agreement. Effective on the dates provided in said Exhibit "A", each Employer shall contribute to the District Council 50 Joint Apprenticeship Training Fund the amount provided in Exhibit "A" for each compensable hour worked by each of its employees.
- E. The union and the employer wish to comply with the Federal law known as the "Drug-Free Workplace Act of 1988", Public Law 100-690 in order to obtain a drug free workplace. Effective January 1, 2011, the Training fund will pay for the cost incurred to comply with Exhibit "B", Sec. 6. Qualification for Employment.

Sec. 26. JOINT APPRENTICESHIP TRAINING COMMITTEE: TRAINING

- A. Joint Apprenticeship Training Committee. The six trustees of the training fund shall also serve as a joint apprenticeship training committee.
- B. Standards. The training standards for Tapers, as amended and approved for registration with the State of Hawaii and the U.S. Department of Labor, is incorporated herein by reference.

C. Restricted Wages and Benefits of Apprentices. Contributions to the Health and Welfare Trust Fund shall remain current for all Taper Apprentices. No other contributions shall be made for or on behalf of the Taper Apprentice.

D. Settlement of Disputes. If there is any dispute involving training which cannot be satisfactorily resolved by the apprenticeship committee, such dispute shall be submitted to the Joint Industry Committee within 30 days thereafter. The decision of the Joint Industry Committee shall be final and binding upon all parties to this Agreement. If the Joint Industry Committee is unable to resolve the dispute, it shall be submitted to an arbitrator in accordance with the provisions of Section 20.

Sec. 27. ANNUITY FUND

A. Participation. The Employers and the Union shall participate in the Hawaii Tapers Annuity Trust Fund (hereinafter "annuity fund"), under the Hawaii Tapers Annuity Trust Agreement executed by the Employers and the Union, effective July 1, 1981, and incorporated herein by reference.

B. Contributions. Exhibit "A", titled Taping Industry Classification and Wage/Fringe Benefits, attached hereto, is part of this Agreement. Effective on the dates provided in said Exhibit "A", each Employer shall contribute to the annuity fund, the amount provided in said Exhibit "A" for each compensable hour worked by each of its employees. If the Association, the Union, or other Hawaii Tapers Trust Fund participate as Employers, effective on the dates provided in said Exhibit "A", they shall contribute to the annuity fund the amounts per hour provided in said Exhibit "A", multiplied by the number of hours per month for each of their respective employees as agreed upon in a participation agreement between the Association, Union, or other Hawaii Tapers Trust Fund and the Health and Welfare Fund.

Sec. 28. HAWAII TAPERS RETIREE HEALTH REIMBURSEMENT FUND

A. Participation. The employer and the Union shall participate in the Hawaii Tapers Retiree Health Reimbursement Fund (herein after "retiree health reimbursement fund") under the Hawaii Tapers Retiree Health Reimbursement Trust Agreement executed by the Employers and the Union, effective January 1, 2015 and incorporated herein by reference.

B. Contribution. Exhibit "A" titled Taping Industry classification and Wage/Fringe Benefits, attached hereto, are part of this agreement. Effective on the dates provided in said Exhibit "A", each employer shall contribute to the Retiree Health Reimbursement Fund the amount provided in said Exhibit "A" for each compensable hour worked by each of its employees. If the Association, Union or other Hawaii Tapers Trust Fund participate as employers, effective on the dates provided in said Exhibit "A", they shall contribute to the Hawaii Tapers Retiree Health Reimbursement Fund the amount's per hour provided in said Exhibit "A" multiplied by the number of hours per month for each of their respective employees as agreed upon in a participation agreement between the Association, Union, or other Hawaii Tapers Trust Fund and Health and Welfare Fund.

Sec. 29. MARKET RECOVERY FUND

- A. The Employers and the Union hereby continue the "Hawaii Market Recovery Fund" (hereinafter "market recovery") under the existing trust agreement incorporated herein by reference, which became effective January 1, 1996.
- B. Purpose. The market recovery fund shall be used to study, explore and implement ways and means of promoting fair competition in the taping industry in Hawaii; and such other purposes as outlined in the trust agreement.
- C. Administration. The market recovery fund shall be administered by a board of six trustees, of whom three shall be designated as "Employer trustees", and three designated as "Union trustees".
- D. Contributions. Exhibit "A" titled Taping Industry "Classifications, Wages and Benefits", attached hereto, is part of this Agreement. Effective on the dates provided in said Exhibit "A", each Employer shall contribute to the market recovery fund, the amount provided in Exhibit "A" for each compensable hour worked by each of its employees.
- E. Both parties hereto agree to contribute from said fund, to the Labor Management Partnership (LMP) a minimum of seven cents (\$0.07) for each hour paid for each Employee covered under the said collective bargaining agreement. The Administrator will also then promptly remit three cents (\$0.03) per hour to the Hawaii Wall & Ceiling Industry Association to promote the drywall industry locally.

Sec. 30. TRADE PROMOTION FUND

- A. The Employers and the Union hereby continue the "Hawaii Drywall Trade Promotion Fund" (hereinafter "promotion fund"), under the existing trust agreement, incorporated herein by reference.
- B. Purpose. The trade promotion fund is established to promote the drywall industry of Hawaii.
- C. Administration of Fund. The trade promotion fund shall be under the control of a board of trustees of three (3) Employers appointed by the Association. The Union may appoint three (3) people to serve on an advisory committee to advise the board of trustees on matters concerning promotions. The board of trustees, however, is not obligated in any way to accept the advice of the advisory committee.

It is recognized that the contribution to the Trade Promotion Fund is an employer Contribution. As such, the Trustees of the Trade Promotion Fund may unilaterally adjust the contribution rate during the term of this agreement by written notice to the Union. Any change to the Trade Promotion Fund contribution rate shall be borne exclusively by the employers and shall not impact any other

component of the negotiated wage package either positively or negatively.

- D. Contributions. Exhibit "A", titled Taping Industry Classification and Wage/Fringe Benefits, attached hereto, is part of this Agreement. Effective on the dates provided in said Exhibit "A", each Employer shall contribute to the promotion fund, the amount provided in said Exhibit "A" for each compensable hour worked by each of its employees.
- E. Indemnification. The Employers agree to hold them blameless and indemnify the Union for any litigation resulting from the operation of the trade promotion fund.

Sec. 31 PAYMENT OF CONTRIBUTIONS; INFORMATION

- A. Contributions to the health, vacation, annuity, retiree health reimbursement, training, and trade promotion funds shall be computed by the Employer on a monthly basis and sent to the "Hawaii Tapers Trust Fund Administrative Office" (hereinafter "Ad Office"), or in a depository selected by the Ad Office by the 25th day of the month immediately following with the consolidated transmittal from provided by the Ad Office.
- B. Each Employer shall provide the boards of trustees of the health, annuity, retiree health reimbursement, market recovery, training, and trade promotion funds with all information necessary to carry out the purposes of the respective funds and shall permit an audit of his payroll records by an authorized representative of the Ad Office to ascertain whether all contributions due to the respective funds have been paid.
- C. Each Employer shall complete the transmittal form provided by the Ad Office in transmitting the payment of contributions of the Ad Office or is selected depository.

The transmittal form shall show the following information:

1. The name of the Employer and the name of every employee on the payroll for all weeks ending within the previous calendar month for whom a contribution is made;
2. The social security number of each employee;
3. The number of hours worked by each employee;
4. The amount of the contributions for each employee payable to the health, annuity, retiree health reimbursement, market recovery, training, and trade promotion funds;
5. The date of payment; and the signature of the person transmitting the contribution.

D. Central Collection System. The Employer, shall, with respect to any and all contributions or other amount that may be due and owing to the IUPAT and its related or affiliated Funds or organizations, including, but not limited to, the IUPAT Industry Pension Plan, the IUPAT Industry Annuity Plan, the IUPAT Finishing Trades Institute (IUPAT-FTI), the Painters and Allied Trade Labor Management Cooperation Initiative, the IUPAT Political Action Together (and any and all other affiliated International organizations as they may be created or established in the future), upon receipt of a written directive to do so by the affiliated Funds and organizations, make all required payments, through an intermediate body, to the "Central Collection" Unit of the International Union and its affiliated Funds and organizations. Such contributions shall be submitted on appropriate forms, in such format and with such information as may be agreed to by Central Collections.

Sec. 32. DELINQUENT CONTRIBUTIONS

- A. If any Employers' contributions and or reports to the health, annuity, retiree health reimbursement, market recovery, training, or trade promotion funds for a calendar month are not paid or postmarked for payment by the 25th day of the month immediately following, such contributions and or reports are delinquent. An Employer responsible for such delinquent contributions shall pay damages to each respective fund in the amount of 5% of the delinquent contributions due to each respective fund or \$10.00; whichever is greater, for each and every month that such contributions and or reports are delinquent. Such amounts shall be due and payable to each respective fund as liquidated damages and not as a penalty, upon the day immediately following the date such contributions and or reports become delinquent and shall be in addition to the total amount of the delinquent contributions. In addition, each Employer hereby waives any legal defense it may have against payment of such liquidated damages. If such delinquent contributions and damages due to any respective fund are not paid within 30 days after the due date, the delinquent Employer shall post a bond of \$1,000 or the average of 3 months' previous contributions, or the same amount in cash, in escrow, with the trustees of each respective fund for a period of 1 year from the date of delinquency.
- B. If it is necessary to take legal action to enforce submittal of reports and payment of contributions and damages by an Employer, such Employer shall pay for all court costs, necessary audit fees, and reasonable attorney's fees of 25% of the total amount of contributions and damages due.
- C. Any other provision to the contrary notwithstanding, employees may stop working for a delinquent Employer or picket a delinquent Employer, and such stoppage of work or picketing shall not be a violation of this Agreement.
- D. The trustees of each fund may require a new Employer to post a bond of \$1,000, or the prospective average of 3 months' contributions, or the same amount in cash, in escrow, with each respective fund for a period of 1 year from the date the new Employer signs the Agreement.

Sec.33 TRUSTEES SERVE ALL EMPLOYERS

The respective trustees of the health, annuity, retiree health reimbursement, market recovery, training, and trade promotion funds will manage the respective funds in behalf of all employees of all Employers.

Sec. 34 ADOPTION OF TRUST AGREEMENTS, RULES AND REGULATIONS

Each party signatory to this Agreement hereby adopts and approves the trust agreements of the health fund, annuity fund, retiree health reimbursement, training fund and trade promotion fund incorporated by reference herein, and the rules and regulations adopted by the trustees in accordance with each respective trust agreement. In the event an employer(s) leaves the collective bargaining unit, it is expressly understood that all moneys plus reserves in the trade promotion and training funds are non-transferable and will remain and be administered by and for the benefit of only contractors' signatory to this Agreement.

Sec. 35 WORK STOPPAGE

Any other provision to the contrary notwithstanding, employees may stop working for an Employer or stop working on a job project or projects when wages and contributions for fringe benefits due the Trust Fund for labor already performed have not been paid by said Employer or on said project or projects. The aforesaid shall also apply to unpaid union dues, which have been deducted from the employee's paychecks. Such stoppage of work shall not be in violation of this Agreement. A signatory contractor, when he becomes delinquent, must on demand made by the Union or the Trust Funds Administrator, immediately submit a list of job project(s) with a detailed breakdown of hours worked by each employee on all of his job project(s). Failure to do so will be considered a violation of the Agreement.

Sec. 36 UNIFORM AGREEMENT

If the Union grants any Employer in the drywall industry terms and conditions better than those of this Agreement, such terms and conditions shall be available to all signatory Employers.

Sec.-37 AMENDMENT

This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Any amendment agreed upon shall be reduced to writing and signed by the parties hereto.

Sec. 38 SAVINGS CLAUSE

- A. If any part of this Agreement is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any part is restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such part to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

B. If any part of this Agreement is held invalid or enforcement of or compliance with any part has been restrained, as above set forth, the Association and the Union shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such part, including reversion of parts of the Agreement not held invalid. If the parties do not agree within a period of 60 days on a mutually satisfactory replacement, either party may take any legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

Sec. 39 DURATION, CHANGE OR TERMINATION

A. This Agreement shall take effect on January 1, 2025 and remain in effect until midnight, December 31, 2029. It shall continue in effect from year to year thereafter unless changed or terminated as provided herein.

B. If the Association representing the member Employers, or nonmember Employers, or the Union desire to change or terminate this Agreement on December 31, 2029, or any year thereafter, the party desiring the change or termination must notify the other in writing at least 60 days before December 31, 2029 or any year thereafter.

C. When notice of changes only is given, the nature of the changes desired must be specified in the notice.

D. Any other provision herein to the contrary notwithstanding, if the parties are not able to reach a satisfactory agreement by December 31, 2029 or any year thereafter, the parties may strike or lockout and such strike or lockout shall not be a violation of this Agreement.

FOR THE ASSOCIATION:

Hawaii Wall & Ceiling Industry
Association of Hawaii

FOR THE UNION:

IUPAT District Council 50
Drywall Tapers, Finishers & Allied Workers
Local Union 1944, AFL-CIO

EXHIBIT "A"
 TAPING INDUSTRY CLASSIFICATION & WAGE/FRINGE BENEFITS
 DRYWALL TAPERS, FINISHERS & ALLIED WORKERS, LOCAL UNION 1944

The distribution of all increases into specific wage rates and fringe benefit contributions shall be determined jointly by the HWCIA Board of Directors and the Union provided however, that if the parties are unable to reach mutual agreement upon the distribution of the scheduled increases, then such increases and/or reallocations shall automatically be distributed to wages. However, Health and Welfare requirements shall have priority over wage/benefit items in the allocation of the wage/fringe option.

CLASSIFICATION	Current	1/1/25	1/1/26	1/1/27	1/1/28	1/1/29
Journeyman Taper - Basic Hourly Wage	45.20	+2.16	47.36	+2.18	49.54	+2.36
Foreman (Directing 1 to 4 men)	45.55		48.36		50.54	
Foreman (Directing 5 or more men)	45.90		49.36		51.54	
Health & Welfare	10.00	+0.30	10.30	+0.35	10.65	+0.25
Training	2.15		2.15		2.15	
<i>Training (Apprentices)</i>	0.25		0.25		0.25	
Annuity (see note below)	12.50		12.50		12.50	
Vacation Fund (see note below)	6.50	+0.25	6.75	+0.25	7.00	+0.25
Vacation Administration Fee	0.05		0.05		0.05	
Retiree Health Reimbursement Plan	4.00	-2.00	2.00		2.00	
Market Recovery Fund	0.15		0.15		0.15	
Trade Promotion	0.20	+0.01	0.21	+0.01	0.22	+0.01
TOTAL INCREASES			\$0.72		\$2.79	
TOTAL WAGES AND BENEFITS	\$80.75		\$81.47		\$84.26	
					\$2.87	
					\$2.94	
					\$3.03	
					\$90.07	
					\$93.10	

The Taper Apprentice wage rate shall be applicable to all registered apprentices, at the following percentage of the Journeyman Taper's basic hourly wage rate:

0000 - 1000 hours:	40% of Journeyman's rate	\$18.94
1001 - 2000 hours:	45% of Journeyman's rate	\$21.31
2001 - 3000 hours:	50% of Journeyman's rate	\$23.68
3001 - 4000 hours:	55% of Journeyman's rate	\$26.05
4001 - 5000 hours:	60% of Journeyman's rate	\$28.42
5001 - 6000 hours:	65% of Journeyman's rate	\$30.78
6001 - 7000 hours:	75% of Journeyman's rate	\$35.52
7001 - 8000 hours:	85% of Journeyman's rate	\$40.26

NOTES: Only Health & Welfare and Retiree Health Reimbursement Fund contributions shall be made on behalf of Taper Apprentices, except as noted below:

At 3001 Hours, \$3.00/hour into the Vacation Fund (+\$0.05 Administration Fee) shall be made on behalf of Taper apprentices.

At 5001 Hours, \$3.00/hour into the Vacation Fund (+\$0.05 Administration Fee), and \$3.00 /hour into the Annuity Fund shall be made on behalf of Taper Apprentices.

At 6001 Hours, \$5.00/hour into the Vacation Fund (+\$0.05 Administration Fee) and \$5.00/hour into the Annuity Fund shall be made on behalf of Taper Apprentices.

EXHIBIT "B"
REFERRAL PROCEDURE

In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interest of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties agree to the following system of referral of applicants for employment.

Applicants on the out of work list shall be referred to jobs in the order in which they have registered their availability, with the first registered applicant referred first, provided that the applicant has the qualifications requested by the employer.

The Local Union shall record all employers request for Tapers, the date and time of the request, the name of the dispatcher, the name of the employer, the location of the job, and the start date of the job.

An Applicant shall not be referred to an employer if the applicant was previously discharged for cause by the employer.

In general, the Union refers employees in rotating order beginning where the last call left off. This rule does not apply in cases of employer requests or quick calls which prevent the Union from making a normal rotation call.

Telephone Notifications. The Union will attempt to notify the employees of available work by telephone, except in cases where this is not practical. When telephoning employees, the Union will follow these procedures:

1. Each individual will be telephoned at their first designated telephone number. If not reached, the individual will be immediately telephoned at a second alternative telephone number.
2. Individual will be telephoned in the same manner within 30 minutes of the first attempt (no answer or no answering machine) When contacting an employee for a work call, the union will provide the name of the work call, name of the employer, work site and location, report date and time, and the employer supervisor's name.

Referrals shall have two hours to confirm the acceptance of the call. It may be possible that the job call could already be filled by the time the employee makes a return call to confirm acceptance.

Sec. 1. NONDISCRIMINATION

No applicant shall be discriminated against under this referral procedure or in employment because of race, creed, color, national origin or sex as required by the Civil Rights Law. The Employer and Union further agree that they will not discriminate against handicapped,

disabled veterans and veterans of the Vietnam Era nor discriminate in any way because of age, religion, ancestry, physical handicap, marital status, or arrest and court record.

Sec. 2. EXCLUSIVE REFERRAL; RIGHT OF REJECTION

The Union shall be the sole and exclusive source of referrals of applicants for employment, but an Employer may reject any applicant for employment.

The Employer shall authorize and designate one person to be responsible for requesting applicants for employment. The Employer shall notify the Union in writing of the name of the designated person and of any subsequent changes to the designated person responsible for requesting applicants for employment.

Should any person referred for employment be terminated for cause, his or her referral privileges shall be suspended for two (2) weeks. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall referral privileges shall be suspended for two (2) months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her privileges shall be suspended indefinitely.

The Top Work Force Performance Agreement, Exhibit "D" attached shall be provided by the Employer, signed by the employee and a copy submitted to the Union.

Sec. 3. NO NONMEMBER 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. All such selection and referral shall be in accordance with the following procedure.

Sec. 4. OUT OF WORK REGISTER; GROUPS

An applicant seeking referral to a job must sign a list with the Local Union providing name, telephone number and stating any skills the applicant possesses and the job the applicant is able to perform including certifications.

The Local Union will compile an out of Work list, consisting of the applicants who have registered their availability for referral, listed in chronological order of dates according to their dates of registration. The Local Union may confirm any prior employment or certifications listed by the applicant.

Apprentices shall be referred under a separate Out of Work list, in order according to the requirements of the apprenticeship program.

Only applicants who are not currently employed in the trade may register their availability for referral.

Applicants shall be removed from the out of work list upon receiving a job referral, subject to the Local Unions stated short term referral policy. An applicant who is laid off or discharged from a job must again register his or her availability for referral by telephone or in person, in accordance to the Local Union's written policy, in order to be included on the out of work list.

It is understood that when making requests to the Union for referrals, the Employer may request by name, persons who were formerly employed by him within 2 years before date of the request, and if said persons are available for employment, the Union shall refer them to the Employer. An Employer shall not loan or cause to be loaned any workmen employed by him under the terms of this Agreement to any other Employer signatory to this Agreement without approval by the Union

Sec. 5. EXHAUSTED REGISTER

If the register is exhausted and the Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer may secure employees without using the referral procedure, provided however that the Employer may not employ said employees until written approval is obtained from the Union.

Sec. 6. QUALIFICATION FOR EMPLOYMENT

Members, when reporting to the employer, shall be qualified in all respects, including being certified as properly trained in first aid, CPR, hazard communication, fall protection, general safety and other required training for the taping trade, as provided by District Council 50 or the Union. The worker shall also have a medical clearance for the use of respirators and be trained in their use and maintenance. Additional training/testing requirements, as determined necessary by the Joint Apprenticeship & Training Committee (JATC), shall be included in this Agreement. If at any time a member is to be referred to work with expired certifications, he must comply and be registered for the next available set of certifications with the Training Department. The worker shall also:

1. Pass a Drug Test within five (5) days prior to being employed by the contractors.
2. Pass a pre-placement physical, where required.
3. Exception to Pre-Employment Testing; If the applicant was tested for controlled substance within 6 months from the date of referral to or application to a company.

By December 31, 2024, the Training Office shall have in place a system accessible by contractors which shows all certifications, renewed certifications and any and all training for each individual member. The Training Office shall track dates and make sure certifications and training are handled in a timely manner and re-certifications are done prior to expiration dates.

Sec. 7. GRIEVANCE REGARDING REFERRAL PROCEDURE

Any individual employee aggrieved by the operation of this Referral Procedure, may submit

his/her grievance to the Grievance Procedure as provided under Sec. 19 provided such submission is made in writing within 7 working days after the alleged grievance occurred. Said board decision shall be final and binding upon the individual grievant and all other parties hereto.

EXHIBIT "C"
**AUTHORIZATION OF DEDUCTIONS FROM WAGES FOR UNION DUES,
ASSESSMENTS, INITIATION FEES, AND VACATION ALLOWANCES**

TO: Any of my Employers who is a party to the labor agreement with the International Union of Painters and Allied Trades, Tapers Local Union 1944, AFL-CIO, hereinafter referred to as the "Local Union" and under which agreement I am employed.

I, the undersigned, hereby authorize and direct you to deduct from my wages the amount certified to you in writing by the Local Union as dues, assessments, and administrative processing fees, to pay over monthly to the Local Union immediately thereafter the amount or amounts so deducted.

This authorization and assignment of the foregoing deductions is irrevocable for a period of one year from the date hereof or until the termination of any applicable collective bargaining agreement between you and the Local Union, whichever occurs sooner. It shall be automatically renewed and irrevocable for successive periods of one year or for the period of the applicable collective bargaining agreement, whichever occurs sooner, provided that I may cancel and revoke this authorization and assignment by giving written notice to you at least 10 days before the expiration of each period of one year or of each applicable collective bargaining agreement, whichever occurs sooner.

DATED at Honolulu, Hawaii, this _____ day of _____, 20 ____

Employee's Signature

POLITICAL CONTRIBUTION CHECK OFF AUTHORIZATION

This is to authorize any of the various employers who are signatory to an agreement with Local Union 1944 or District Council 50 affiliated with the International Union of Painters and Allied Trades, including any renewal thereof, and by whom I may be employed under, and during the term of, such agreement or any renewal thereof, to deduct from my Hourly Supplemental Dues the sum of \$.05 per hour worked to be forwarded to the IUPAT PAT Committee by my union. This amount is suggested, and I am aware that I am free to give more or less. This authorization is signed freely and voluntarily and not out of any fear of reprisal, i.e. no one will be favored or disadvantaged by reason of the amount of contribution or a decision not to contribute; and on the understanding that the IUPAT PAT Committee will use the money to make political contributions and expenditures in connection with federal, state, and local elections, and that this voluntary authorization may be revoked at any time by notifying the employers and the IUPAT PAT Committee in writing of a desire to do so. Contributions to IUPAT PAT Committee are not deductible as charitable contributions for Federal income tax purposes.

DATED at Honolulu, Hawaii, this _____ day of _____, 20 ____

Full Name (please print)

Employees Signature

Mailing Address

Occupation

EXHIBIT "D"
TOP WORKPLACE PERFORMANCE "TWP" AGREEMENT

Construction contractors are in business to make money. If you're a highly skilled and productive worker with a great attitude, you will work year-round. Why? Because you will make money for the contractors you work with. If you're a productive worker with a great attitude and willing to learn the skills of your chosen craft, you will work year-round. Why? Because you will make money for the contractors you work with. Contractors are always seeking workers who will make them money. Why? Construction contractors are in business to make money.

The IUPAT believes in you! Can you maintain a work ethic that agrees with the following member responsibilities and work accordingly? If you can, you will be providing a valuable service to your union, contractors and yourself. Your reward will be year-round work. You will earn the wages, health benefits and pension that Labor and Management have negotiated as per the Collective Bargaining Agreement.

Positive mental attitude is the #1 one asset in an employee that a contractor looks for and I am committed to maintain a positive mental attitude at all times.

I understand that I am expected to adhere to starting and quitting times as per the Collective Bargaining Agreement.

I understand that limited break times and lunch periods are allowed in the Collective Bargaining Agreement.

I understand that it is my responsibility to not leave the jobsite without proper approval.

I shall be responsible to have all personal tools as required by the Collective Bargaining Agreement.

I will work productively and keep idle time at a minimum.

I understand that it is my responsibility not to cause disruptions, verbal or physical, on the job.

I will respect Customer(s), Contractor(s), and the IUPAT by not wearing clothing or buttons having offensive words or symbols.

I understand that the use of personal cell phone(s) will be allowed on the project during lunch and break periods only.

I understand my contractual responsibility to utilize proper safety equipment and work performance methods.

I understand that it is my responsibility to be fit for duty and I accept the zero-tolerance policy for substance abuse.

I understand that slowdowns, and other methods utilized to extend jobs or provide for overtime will not be tolerated.

I will be responsible to take care of all tools and equipment provided by the EMPLOYER as if they are my own.

I will respect property of the customer. I understand that graffiti and other forms of property damage will not be tolerated.

I will not talk negatively about, participate or engage in activities on or off the job that cast a bad reputation on the International Union, District Council, Local Union or the Contractors.

I understand that any inappropriate behavior toward another member or group of members will not be tolerated.

I understand that wasting and damaging material cost contractor's money. This creates an uncompetitive disadvantage and can cost members good paying jobs.

I understand that left over material is employer property and that removing it is theft. I will not steal from a contractor.

As a member on the job, I understand that there may be others who have bad work habits. I will set a standard of quality and productivity second to none, expecting every member on the job to effectively work together as a team.

I understand that if I agree to these responsibilities and work ethics, and violate them when working on the job, my reward will be part-time work, I will expect to be one of the first members laid off and one of the last to rehire

Employee Signature

Date

Employer

EXHIBIT "F"
**CERTIFICATION OF RECEIPT AND ACCEPTANCE OF THE
COLLECTIVE BARGAINING AGREEMENT COVERING
DRYWALL TAPING TRADES IN THE STATE OF HAWAII**

The undersigned EMPLOYER hereby acknowledges receipt of the Collective Labor Agreement by and between the International Union of Painters and Allied Trades, Drywall Tapers, Finishers & Allied Workers, Local Union 1944, AFL-CIO and the Hawaii Wall & Ceiling Industry Association of Hawaii as effective January 1, 2025 to and including December 31, 2029 and hereby certifies acceptance of all terms and conditions as set forth therein to be effective as of January 1, 2025.

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

**IUPAT, DISTRICT COUNCIL 50
DRYWALL TAPERS, FINISHERS & ALLIED WORKERS, LOCAL UNION
1944, -CIO**

Name of Company

**John Fri il na, Jr
Business epresentative
IUPAT District Council 50**

Print Name of Above Representative

**Ryden almoja
Busin ss Manager/Secr tary-Treasurer
IUPAT District Council 50**

Date of Signature

Mailing Address

**HAWAII WALL & CEILING INDUSTRY
AS CIAT, N OF HAWAII**

State, Zip Code

By: Its Administrator

Hawaii Contractor's License Number

EXHIBIT "E"
NOTIFICATION OF TERMINATION FORM
(Please type or print clearly)

Name, Address, Phone of Employer Completing this Form:

Authorized Signature: _____

Name, Last 4 of Social Security Number of Employee Being Terminated:

XXX-XX-_____

Date of Termination: _____

Reason for Termination: (Check all that apply)

_____ Excessive Absenteeism
_____ Excessive Tardiness
_____ Lack of Required Skills (This reason cannot be checked for apprentices)
_____ Insubordination
_____ Theft
_____ Other (Please provide a description below)

Instructions: Please mail this completed form to the Drywall Tapers Local Union 1944 at 2240 Young St., Honolulu, Hawaii 96826 immediately upon termination of an employee for any cause other than lack of work.

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

WITNESSETH

WHEREAS, the International Union of Painters and Allied Trades, Local 1944, AFL-CIO (hereinafter called "UNION) and the Company recognize that drug and alcohol abuse is a problem that affects many employees, and wish to address this problem;

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

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

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

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

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

A. Prohibition Against Alcohol and Controlled Substances at the Workplace

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

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

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

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

C. Education and Awareness Program

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

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

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

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

D. Pre-Employment Testing

Pre-employment testing must be in place and such testing must actually be conducted before the Company can conduct periodic and random testing;

E. Additional Considerations Applicable To Companies Regulated by the U.S. Department Of Transportation;

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

1. Pre-employment and post-accident testing of applicants and employees subject to U.S. Department of Transportation regulation;
2. Appointment of a Medical Review Officer who will be responsible for making the final decision to verify a positive test result after review of all relevant data on the testing and any explanations offered by the individual tested;
3. Prohibiting employees who are subject to U.S. Department of Transportation regulation and who have tested positive from resuming 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.

F. Immediate Removal From Job/Substance Abuse Testing

1. The Company shall have the authority to immediately remove any employee from the workplace and to require that employee to immediately undergo drug or alcohol testing, in the manner set forth below, under the following circumstances:
 - a. For Cause. When a reasonable, objective basis exists to believe that an employee has engaged in the unlawful use of or is under the influence of a substance or alcohol at the workplace as evidenced by such factors as, but not limited to, the following:
 - i. Unsafe work habits or practices that endanger the employee himself/herself and/or other employees;
 - ii. Abnormal work performance;
 - iii. Physical conditions and/or symptoms, such as unstable balance, alcohol on breath, glassy or reddened eyes;

- iv. Frequent or unexplained absence from the workplace or job site during the employee's shift;
- v. Abnormal personal behavior and/or poor interpersonal relations on the job;
- vi. 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
- vii. Objective evidence of unlawful use of a controlled substance or unlawful sale of a controlled substance as provided by any Federal, State, or local enforcement agency.

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

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

- b. **Periodic Testing.** Periodic, routine or intermittent testing shall be conducted at different times and at different intervals for all employees on the to determine the use of any illegal or unauthorized drug, alcohol or other substances prohibited by this policy

Post-counseling/rehabilitation or return to 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 or 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 examination due to regulatory requirements of local, state or federal agencies (DOT, ICC, DOD, etc.).

- c. **Random Testing.** Random Testing may be used at any time.

- i. Workplace testing may be altered or changed

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

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

- ii. Urine samples will be taken only under the direction of a licensed physician designated by a Company-designated medical laboratory and the "Procedures for Medical Tests of Urine Samples" as set forth in Appendix "A" as attached hereto shall be followed.
- iii. In addition, physicians and health care professionals who provide testing services for controlled substance and alcohol impairment shall adhere to the Code of Ethical Conduct For Physicians Providing Occupational Medical Services as adopted by the American Occupational Medical Association on July 23, 1976, as well as to the "Drug Screening In The Workplace Ethical Guidelines" as adopted by that same organization on July 25, 1986.
- iv. Refusal to sign an authorization to submit to a drug, controlled substance, or alcohol test, the refusal to undergo such a test, or the refusal to permit the physician or medical laboratory to provide the test results to the Company and UNION shall constitute an act of insubordination. This aforesaid insubordination shall be just and proper cause for discipline, including discharge. The penalty for this aforesaid insubordination shall be: (a) a two (2) week suspension from work without pay and without fringe benefits accruing, for the first act of this aforesaid insubordination; (b) a four (4) week suspension from work without pay and without fringe benefits accruing for the second act of this aforesaid insubordination; and (c) discharge from employment for the third act of this aforesaid insubordination.
- v. 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.

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

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

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

G. Schedule Of Disciplinary Actions

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

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

a. First Offense

- i. Employee Option 1 - The employee shall be afforded the opportunity to enroll in a substance abuse assistance or rehabilitation program. If the employee enters such a program, his or her status as an employee will not be affected and he/she will be allowed to return to work and to continue to work as long as he/she remains drug free, as indicated by a negative drug or alcohol test result.
- ii. Employee Option 2 - A first-offense employee who does not choose to enroll in a substance abuse assistance or rehabilitation program shall be

suspended for the length of time it takes to obtain a negative reading from a subsequent drug or alcohol test but in any case, no less than a two (2)-week suspension. The employee must make arrangements with his or her Company prior to undergoing drug or alcohol retesting. Should a subsequent drug or alcohol test fail to produce a negative reading within three (3) months after the first offense, then the employee shall be considered as having committed his or her second offense.

- b. **Second Offense** - A suspension from work for the time it takes to obtain a negative reading from any subsequent drug or alcohol test but in any case, no less than a four (4)-week suspension from work. The employee must make arrangements with his or her Company prior to undergoing drug or alcohol retesting. Should a subsequent test fail to produce a negative reading within two (2) months after the beginning of such suspension, then the employee will be discharged and will not be eligible for re-employment by the Company until such time as the physician or medical laboratory that conducted the original test submits verification of a negative reading having been obtained from said person.
- c. **Third Offense** - Any employee who tests positive for the third time will be discharged and will not be eligible for re-employment by the Company for a period of three years, unless the employee can establish through objective evidence that he or she is no longer a current alcohol or drug abuser whose current use of alcohol or drugs prevent such individual from going his or her job, or would constitute a threat to property or the safety of others.

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

H. Selling of Controlled Substances

1. An employee who sells or attempts to sell a controlled substance and/or the paraphernalia of a controlled substance at the Company's workplace shall be immediately discharged from employment. In addition, any employee who engages in such conduct and is discharged for the same

shall not be eligible for re-employment by the Company.

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

I. Additional Considerations Applicable To Work On Federal Construction Projects

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

1. As a condition of employment, any employee convicted of a violation of a criminal drug statute for a violation occurring in the workplace must, as required by the Federal Drug- Free, Workplace Act, notify the Company within five (5) days of that conviction. Failure to do so will subject the employee to disciplinary action, including discharge.
2. As required by the Federal Drug-Free Workplace Act, any employee who is convicted of a violation of a criminal drug statute occurring in the workplace shall be disciplined by the Company or shall be required by the Company to participate in an approved drug abuse assistance or rehabilitation program.
3. As required by the Federal Drug-Free Workplace Act, the Company must and will notify any Federal Contracting Agency on whose projects it is working of a workplace drug conviction within ten (10) days after receiving notice from the convicted employee or other official source of such conviction.
4. In compliance with the U.S. Department Of Defense Drug-Free Workforce Clause (September 1988), any employee who has been granted access to secret or classified information or whose position and work involves national security, health, or safety and/or a high degree of trust and confidence will, at Company expense, be subject to testing for the unlawful use of controlled substances and alcohol.
5. The Company shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of any work or contract.

J. Controlled Substance

For purposes of this Addendum to the Master Agreement, a controlled substance is defined as: any drug listed in Schedules I through V of the Controlled Substances Act, as Section 202 thereof, 21 U.S.C., Section 812. These controlled

substances include, but are not limited to, marijuana, cocaine, opiates, amphetamines, crystal methamphetamine and phencyclidine.

K. Application Of Grievance Procedure And Arbitration Provisions

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

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

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

M. Apprenticeship Requirements

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

N. Disclosure of Information

1. The Company and the UNION shall be required to disclose to one another any and all information in their possession that is necessary to enforce this Addendum to the Labor Agreement. The foregoing duty to disclose information is included herein in order for the Company and the UNION to comply with their respective duties to bargain in good faith under Sections 8(a)(5) and 8(b)(3) respectively of the National Labor Relations Act, as amended.
2. The records maintained by the Company for its employee assistance program are confidential and protected by federal law and regulations. The Company cannot disclose information identifying an employee as a participant in this program except in the following limited circumstances:
 - a. The employee-participants consent to the disclosure in writing as set forth in Appendix "E" attached hereto and made a part hereof;
 - b. The disclosure is required by a court order,

- c. The information is necessary to meet a medical emergency involving the employee-participant; or
 - d. The information is required by qualified personnel for research, audit or program evaluation.
- 3. The Company will provide each employee who participates in the employee assistance program with a written summary, as requested, of the federal law and regulations governing disclosure as set forth in Appendix "F" attached hereto and made a part hereof.
- 4. An employee's participation in the employee assistance program will not prohibit the Company and/or employee assistance program provider from reporting any crimes committed by the employee-participant either at the program or against any person who works for the program or from reporting any threats to commit such crimes, to the appropriate federal, state or local authorities.
- 5. An employee's participation in the employee assistance program will not prohibit the Company and/or employee assistance plan provider from reporting any information about suspected child abuse or neglect under state law to the appropriate state or local authorities.

O. Additional Definitions

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

- 1. The term "conviction" means the finding of guilt (including a plea of nolo contendere or no contest) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of Federal or State criminal drug statutes;
- 2. The term "criminal drug statute" means a criminal statute involving manufacture, distribution, dispensation, use, or possession of any controlled substance;
- 3. The term "Federal Agency" means an agency as that term is defined in Section 552(f) of Title 5, United States Code;
- 4. The term "unlawful use of a controlled substance," "illegal use of a controlled substance," or "illegal use of drugs" means the use, consumption or ingestion of any controlled substance under any circumstances except when directed by a physician or dentist;
- 5. The term "workplace" means any site for the performance of the work of the Company or a location where the employee may be during said

Company time or when the employee is under the care, control, and custody of the Company; and

6. The term "drug" or "drugs" mean a controlled substance as defined herein.

P. Entire Agreement

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

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives have executed this Agreement on 2/4/25.

Employers Signatory Hereto:

Name of Company

By _____
Its

Date _____

Name of Company

By _____
Its

Date _____