

MASTER LABOR AGREEMENT
by and between the
**GLAZIERS, ARCHITECTURAL METAL, AND
GLASSWORKERS UNION, LOCAL 1889, AFL-CIO**
and the
**HAWAII ARCHITECTURAL GLASS AND METAL
ASSOCIATION**



Effective July 1, 2022, to and including June 30, 2027

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Preamble

THIS AGREEMENT is made and entered into by and between the:

GLAZIERS, ARCHITECTURAL METAL AND
GLASSWORKERS UNION LOCAL 1889, AFL-CIO
(hereinafter referred to as the "UNION")

and the

HAWAII ARCHITECTURAL GLASS AND METAL ASSOCIATION
(hereinafter referred to as the "ASSOCIATION")

for and on behalf of those persons, firms, corporations, or other entities who are or who become members of said Association, each of whom shall certify to their acceptance of this Agreement by signing a Certification of Receipt and Acceptance form, a copy of which is attached hereto.

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

and

ANY OTHER PERSON, FIRM, CORPORATION, OR OTHER ENTITY WHO
BECOMES COVERED HEREBY SIGNING A CERTIFICATION OF
RECEIPT AND ACCEPTANCE FORM OR SIMILAR WRITTEN
INSTRUMENT ATTESTING TO HIS BEING A SIGNATORY
(each such signatory also being hereinafter referred to as "EMPLOYER")

ARTICLE 1

DURATION

This Agreement shall be effective from July 1, 2022, to and including June 30, 2027, and shall continue in effect from year to year beyond 2027 thereafter unless either party hereto shall give written notice to the other of its desire to modify or amend it. Such written notice shall be given at least sixty (60) calendar days, but no more than seventy-five (75) calendar days, prior to June 30th, beginning in 2027. Upon notice of intent to modify or amend the parties shall schedule meetings for negotiations, and until a new agreement is reached the existing written agreement shall continue in full force and effect.

ARTICLE 2

COVERAGE

A. Employees Covered

1. This Agreement covers the employees of the EMPLOYER in the State of Hawaii and the Forward Pacific Areas engaged in the branches of the trade as listed below. However, this Agreement shall not apply to any work outside the jurisdiction of the UNION as the result of an agreement between the International Union of Painters and Allied Trades and any other international UNION, or as a result of a decision by the impartial Jurisdictional Dispute Board for the Construction Industry.
2. Specifically excluded from coverage under this Agreement are all office and field clerical employees, professional employees, confidential employees, engineering personnel, salesmen, watchmen, and guards as defined by the National Labor Relations Act, as amended.
3. When an employee, including those employees deemed by an EMPLOYER to be a supervisory employee, performs one or more hours of any work whatsoever covered by the Agreement, the EMPLOYER shall be obligated to pay fringe benefit contributions to the Trusts at the required rate and every hour worked by the employee or paid for by the EMPLOYER- Further, that in the event the payroll records of the EMPLOYER show that such an employee is paid by salary or any method other than hourly wages, then the employee shall be presumed to have worked for a minimum of forty (40) hours during each week of such employment and payment, and fringe benefit contributions shall be paid for all such hours.

B. Work Jurisdiction of the UNION

The jurisdiction of work for the JOURNEYWORKER/APPRENTICE Glazier /Caulkers /Welders shall include the handling, cutting, welding, processing, preparing, setting or removing by any means, including mechanical glass handling equipment on the job (mini crane, articulating boom lifts, snorkel lifts, gradall forklifts, scissors lift, or any equipment needed to assist in the completion of our work) of the following types of glass, sealants, architectural metals and aluminum, vents, assembly and/or installation of any of the listed below:

1. Glass

All glass including but not limited to Art, Automobile, Beveled, Cathedral, Fire Rated Glass, Chalkboard, Colored, Environmental, Figured, Glare Reducing, Glass Projection Screens, Heat Absorbing, Insulating, Photo Voltaic, Laminated, Leaded, Mirrors (of all

types), Obscure, Opaque, Plate, Prism, Protective, Rolled, Sheet, Structural, Tempered, Tinted, Translucent, Transparent, Wired, X-Ray Shielding Glass, including Plastics or other similar materials when used in place of glass, and when installed in Wood, Stone, Rubber (natural or synthetic), Metal of all types, sash, doors, skylights, louvers, sliding and fixed showcase doors, glass doors, interior or exterior partitions, in the shop and on the jobsite, whether temporary or permanent, on or for any building in the course of repair, remodel, alterations or construction.

2. Sealants

All facing materials, caulks, and sealing materials including but not limited to Putty, Acrylics, Butyl, Butyl Tapes, Rubber, Silicone Tapes, Mastic, Epoxy, Hypalons, Neoprene, Nitriles, oil based caulks, oil based glazing compounds, Polybutene tapes, Polyisobutylene tapes, Polyethylenes, Polytremedyne, Polyurethane; one and two parts, Polysulfides one and two parts, and all types of back up materials that may be required to make a complete seal. The types of sealants and back up materials, that are adjacent to materials as described in this Article, are included in the work of Journeyworker / Apprentice Glaziers Architectural Metal and Glass Workers

3. Fabrication, Assembly and Installation of:

- a. Metals and Panels, Lead, Zinc, Aluminum, Stainless Steel, Fiberglass, Plastic, Glass, Tint, P.V.C. over metal, and all other types of materials including Extruded, Rolled, Shaped Metal Tubes, Mullions, Metal Facing Materials, muttons, Fascia Trim Molding, Porcelain Panels, Phenolic Panels, Railings, Sun Shades, Architectural Louvers, Non-Ferrous Panels, Architectural Porcelain, Glass Canopies, Wardrobe Mirror Doors, Plastic Panels, Asbestos Panels, and any other materials when used in place of same relative to Store Front, Curtain Wall, Slope Glazing and Window construction, in any type of building in the course of repair, remodel, alteration or construction.
- b. Doors, Automatic Doors, Door Closers, Hinges, Locks, Screens, Windows, including frames: including but not limited to Patio Sliding Doors, fixed units, vented and fixed windows, shower doors, bathtub enclosures, and storm sash, in all cases where the glass becomes an integral part of the finished product.
- c. Mirrors, Glass, Metal or Plastic
- d. Insulating glass units, and solar heat collectors containing glass and photo voltaic panels or glass substitutes.

4. Processing

Processing of glass and any other materials when used in place of same, including but not limited to: Glass cleaning in the shop, mirror cleaning and stripping, applying tint, beveling, silvering, scratch polishing, sandblasting, flat glass where cutting, miter cutting, engraving, hole drilling and machine operations including belt, automatic and all machines used in processing of glass.

5. Art Glass

Selecting, cutting preparing, designing, art painting, engraving, drafting, etching, embossing, chipping, glass bending, mosaic, glass shades, thick facet glass and fused glass.

6. In the event of any dispute as to jurisdictional lines, e.g. with the carpenters, sheet metal, or other construction trade UNIONS, the parties agree to abide by any national agreement or decision of record between the glaziers and any other UNION. There shall be no interruption of work or delay to the job while jurisdictional disputes are being adjusted. Matters pertaining to jurisdiction are the right of the UNION, Local 1889, and decisions concerning jurisdictional matters shall not be made by the EMPLOYER.

C. Preservation of Work

1. 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 any 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 (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this agreement shall be applicable to all such work.
2. All charges of violations of Section 7, 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 Section, the Joint Conference Committee or Arbitrator shall be able, at the request of the UNION, to require an EMPLOYER to pay 1) to affected employees covered by this agreement, including registered applicants for employment, the equivalent of 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 the 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 of the Joint Conference Committee or Arbitrator under this Article only through arbitral, judicial, or governmental, for example, the National Labor Relations Board channels.
3. 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 Conference Committee 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.
4. The provisions of the Constitution of the International Union of Painters and Allied Trades, as amended, which describes the work jurisdiction of the UNION (Section 6) shall be incorporated herein by reference and made a part of the agreement.

D. Geographical Area of Jurisdiction

1. The UNION's chartered geographical area of jurisdiction is the State of Hawaii and those islands and areas in the Forward Pacific Ocean area, which are under the jurisdiction of the U.S. Government.
2. Any employee or EMPLOYER working in the geographical jurisdiction of the UNION and doing the work of the trade shall be covered by this specific agreement.
3. The contractor or the EMPLOYER who is a 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 area.
4. 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 where no affiliated UNION has a current effective agreement covering such out-of-area work, the employer shall perform such work in accordance with this agreement; and provided further 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. In situations covered by the last proviso fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents, and the difference between the wages and benefit contributions required by the away funds and the home funds, if any, shall be paid to the employees as additional wages. This provision is enforceable by the District Council or 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.
5. For the employees engaged in work outside their geographical jurisdiction, all benefits will be sent back to their respective Local UNION Trust Funds. However, if employment is more than twelve (12) months, then all benefits will remain with the Local 1889 Trust Funds.

E. Incorporation of Mandatory Provisions of the UNION Constitution

The mandatory provisions of the Constitution of the International Union of Painters and Allied Trades in effect on July1, 2012 shall be and are incorporated herein by reference and made a part of this agreement.

ARTICLE 3
RECOGNITION AND EMPLOYER QUALIFICATIONS

A. Recognition

1. The 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 the Association and EMPLOYER pursuant to Section 9(a) of the National Labor Relations Act (29U.S.C. Section 159a), voluntarily agrees to recognize and do hereby recognize the UNION as the exclusive bargaining representative of all the bargaining unit employees described within this agreement (See Exhibit E).
2. The Association and EMPLOYER recognize the UNION as the sole and exclusive representative of employees to negotiate wages, hours, and other terms and conditions of employment and to administer this agreement on behalf of covered employees.
3. No changes in wages, hours or other conditions of work contained herein may be made except by mutual consent.
4. The UNION recognizes the ASSOCIATION as the exclusive collective bargaining representative of its individual members. Each member of the Association shall continue to remain liable under this Agreement for the duration of its term, even if the member resigns from the Association during the term of this Agreement.

B. EMPLOYER Qualifications

1. No EMPLOYER shall be a party to this Agreement unless The EMPLOYER maintains a legitimate place of business which shall be defined as the location of the EMPLOYER's shop or branch or plant where the EMPLOYER conducts the regular business covered under this Agreement, and which includes the existence of inventory, telephone and facsimile facilities, electrical and plumbing facilities and a permanent office where regular business is conducted, and employees regularly report to and from work. Additionally, each EMPLOYER must show the financial capability to meet payroll requirements as enumerated by this Agreement and must comply with all applicable State, Federal and County statutes which includes but is not limited to the State of Hawaii Workers Compensation Law, the Hawaii Employment Security Law and the Social Security Act.
2. Prior to executing this agreement, the EMPLOYER agrees to notify the UNION in writing of the names of all its owners, partners, or corporate officers. Upon any subsequent change in one or more of its officers, owners or officials, the UNION shall be notified on writing within seven (7) working days.
3. Any person who signs this Agreement on behalf of the EMPLOYER, must be authorized for that purpose, and the EMPLOYER agrees to provide such proof to the UNION of this authorization.
4. Every EMPLOYER shall be licensed by the State of Hawaii Contractors License Board to perform the work covered by this Agreement.

5. With the exception of all statutory and administrative requirements, the EMPLOYER may apply to the Joint Conference Committee for a waiver of the above referenced EMPLOYER Qualifications and the Joint Conference Committee shall review such requests on a case-by-case basis.
- C. Owner Members may perform work covered by this Agreement and shall make contributions to all of the various Union and Trusts Funds contained in this Agreement. As fund participants Owner Members can receive all benefits entitled to Employee Members, e.g. Medical, Vacation, and Holiday, etc.

ARTICLE 4

UNION SECURITY

A. Conditions of Employment

1. It shall be a condition of employment that all employees covered by this Agreement, who are members of the UNION in good standing on the effective date of this Agreement, shall remain members in good standing; and those who are not members on the effective date of this Agreement shall, on the thirty-first day following the effective date of this Agreement, become and remain members in good standing of the UNION.
2. It shall be a condition of employment that all employees covered by this Agreement, and hired on or after its effective date, shall, on the thirty-first day following the beginning of such employment, become and remain members in good standing in the UNION.
3. It shall be a condition of employment that whenever the EMPLOYER is primarily engaged in the construction industry, all its outside glaziers who are members of the UNION in good standing on the effective date of this Agreement, shall on the eighth day following the effective date of this Agreement become and remain members in good standing; and those who are not members on the effective date of this agreement, shall, on the eighth day following the effective date of this Agreement, become and remain members in good standing in the UNION and all outside glaziers hired on or after the effective date of this Agreement shall, on the eighth day following the beginning of such employment become and remain members in good standing in the UNION.
4. The EMPLOYER upon receipt of a written request from the UNION, shall discharge within three days any employee covered by this Agreement who fails to become a member or maintain his membership in the UNION in the manner required by this Article.

B. Loaning

There shall be no loaning of employees to other companies, unless authorized by the UNION. Raiding of employees from another EMPLOYER will not be permitted. EMPLOYERS must contact the UNION for hiring referrals.

C. Job Referrals and Hiring

1. The UNION shall be the sole and exclusive source of referrals of applicants of employment. When an EMPLOYER requests personnel, the EMPLOYER must first call the UNION office and follow up its call with a written request indicating its personnel

need. The UNION will dispatch available personnel from an out of work list maintained at the UNION office, and the EMPLOYER shall verify in writing the action taken pursuant to the UNION referral in a dispatch slip.

2. Article 33 (Seniority) will still be enforced. Hiring of personnel from this list of out of work individuals will begin when Article 33.D has expired or is no longer in effect. An individual who has been discharged for just cause by a specific EMPLOYER and whose discharge is documented in writing to the UNION with a specific statement of reasons in detail by the EMPLOYER, shall not be referred out to that particular EMPLOYER from the out of work list, unless the discharge action was set aside, provided this provision shall not preclude a referral to other EMPLOYERS.
3. An employee returned to the hall would have his name placed at the bottom of the out of work list.
4. In making job referrals the top workplace performance procedures shall be applicable.
 - a. 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 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 referral privileges shall be suspended indefinitely.
 - b. A termination shall not be considered as “for cause” for the purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the Joint Trade Board and/or an arbitrator shall be final and binding.
 - c. The provisions in subsections (A) and (B) notwithstanding, the Joint Conference Committee may, upon written request of the employee, vacate or reduce the period of suspension should the Board determine, following investigation, in its sole and complete discretion, that equity requires such action.
 - d. The Top Work Place Performance Agreement, Exhibit “C” attached, shall be provided by the EMPLOYER, signed by each employee, and a copy to be submitted to the UNION Office.

D. Recall

The UNION, in dispatching personnel, will notify the EMPLOYER if the employee has established seniority in another EMPLOYER'S shop and would be subject to recall. Recalling an employee whose seniority has not expired will not be considered as raiding as defined in section B, above. Recall will expire after 180 calendar days.

ARTICLE 5
DEDUCTION OF DUES, ASSESSMENTS, INITIATION FEES AND
ADMINISTRATIVE DUES CHECKOFF AUTHORIZATION

- A. The EMPLOYER will deduct UNION initiation fees, dues, administrative dues check off and assessments from the wages of employees who voluntarily request such deductions in writing by signing a form identical to Exhibit "B" for this Agreement. The UNION will restrict such requests for deductions for assessments to a uniform basis as an incident of membership in the UNION. If an employee does not have the amount of a deduction due him on any payroll from which deductions are made for other employees, the deduction shall be made from the next succeeding payroll.
- B. Deductions required by law, garnishments, deductions for payment of indebtedness to the EMPLOYER shall have priority over deductions for dues and assessments. Deductions will be transmitted to the UNION by check payable to its order no later than the tenth day of each month. The UNION hereby undertakes to indemnify and hold the EMPLOYER harmless on account of any deduction made for dues and assessments from the wages of any employee made pursuant to this Agreement.
- C. The EMPLOYER shall notify the employee if any or all of the dues, initiation fee and/or administration fee are not paid to the UNION. The EMPLOYER will be considered delinquent by the 25th day after the due date. There will be a 10% penalty on money owed and or removal of the employees.

ARTICLE 6
NO STRIKES OR LOCKOUTS

- A. The parties agree that during the term of this Agreement there will be no strikes, sitdowns, refusals to work, slow-downs or stoppage of work on the part of the UNION or any of its representatives. The EMPLOYER agrees that there will be no lockout of employees during the term of this Agreement.
- B. It shall be a violation of this Agreement for the UNION to withdraw employees from the jobsite or shop for any reason during the term of this Agreement, except that it shall not be a violation for the UNION to withdraw employees from the jobsite or shop of any EMPLOYER who is a delinquent in his contributions to the Trust Funds in accordance with Article 21.
- C. It will not be a violation of this Agreement if employees cease work at a jobsite or shop due to a legal strike of other building trades or other UNIONS at that site or shop where legal picket lines exist. Employees covered by this Agreement shall have the right to respect any legal primary picket line 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.
- D. If provisions of this Agreement are violated without authority of the UNION, neither the Local UNION nor its officers or agents shall be liable if the UNION declares publicly that such action by its members is unauthorized. The UNION must immediately order its members to return to work. Employees refusing to return to work, when publicly ordered to do so by the UNION may

be subject to discipline or discharge for just cause by the EMPLOYER subject to the grievance procedure.

ARTICLE 7

JOINT CONFERENCE COMMITTEE

A. Appointment of Representatives

1. There is hereby established a Joint Conference Committee to be composed of:
 - a. Three persons appointed by the UNION, and
 - b. Three persons appointed by the ASSOCIATION for and on behalf of the EMPLOYERS covered hereby.
2. Alternates may be selected by each of the appointing parties to serve when regular members are or will be absent.
3. In the event a member of the Committee (or his Company) is a party to a grievance of another proceeding before the Committee, he shall be replaced by an Alternate.

B. Scope and Authority

1. The Joint Conference Committee shall have the authority:
 - a. to review, hear and made decisions on grievances and other matters of controversy or dispute arising out of the operation, application, interpretation and/or violation of this Agreement which cannot be settled by the duly authorized representatives of the UNION and the individual EMPLOYER involved at step 1 of the grievance procedure, and
 - b. to review and make recommendations with respect to problem areas or other matters of mutual concern that are referred to it, or which it takes upon its own volition.
2. It is specifically understood and agreed that all decisions and recommendations of the Joint Conference Committee shall be within the scope of this Agreement, and that said Committee shall not have authority to alter, amend, or modify the terms of this Agreement in any way. Should a problem arise in which the Joint Conference Committee recommends that the Agreement be amended, said recommendation will be referred to the UNION and the ASSOCIATION for review and appropriate action.
3. A decision of the Joint Conference Committee made at step 2 of the grievance procedure which is supported by a majority vote of the members of the Committee shall be final and binding upon all parties to this Agreement unless the parties have mutually agreed in writing to waive step 2 of the grievance procedure.

C. Rules of Procedure

1. General Provision

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

2. Chairman and Secretary

A Chairman and Secretary shall be appointed from the Committee members. If the Chairman is appointed from the UNION's side, then the Secretary shall be appointed from the EMPLOYER's side or vice versa.

3. Meetings

Regular or special meetings of the Committee shall be held as circumstances warrant. In any event, a meeting of the Joint Conference Committee shall be called by either the Chairman or the Secretary within seven working days after receiving a written request from the UNION, the ASSOCIATION, or any EMPLOYER signatory to this Agreement.

4. Quorum

A quorum at any meeting of the Joint Conference Committee shall consist of at least two UNION-appointed members and two EMPLOYER-appointed members. Unless a quorum is present, no business shall be transacted.

5. Voting

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

6. Rights of Joint Conference Committee

The Joint Conference Committee may summon, question, and examine any question or matter over which the Committee may act. The Joint Conference Committee may also have the books and accounts of any party covered by or signatory to this Agreement examined by an independent accountant as to payroll records, payments made to employees covered under this Agreement and payment of fringe benefits.

7. Expenses

Each party shall bear the costs and expenses of its own representatives to the Joint Conference Committee. All expenses incurred by the Joint Conference Committee shall be divided equally between the parties.

D. Limitation of Liability

No member of the Joint Conference Committee shall be liable to anyone including the parties hereto, any EMPLOYER signatory to this Agreement, any employee covered by this Agreement, any other UNION or Association, or any other person, firm, corporation, or other entity as a result of decisions or acts made in the performance of his duty under this Agreement.

ARTICLE 8

GRIEVANCE PROCEDURE AND ARBITRATION

A. Grievance Procedure

1. Step 1 – All grievances or questions in dispute arising out of the operation application, interpretation and/or violation of this Agreement must be presented by the employee(s) or UNION to the EMPLOYER allegedly at fault within twenty working days after the alleged violation occurred or first became known to the grieving party; provided, however, that in cases of discharge, the grievance must be presented within ten working days after the discharge occurred. When the UNION files a grievance, it does so as the exclusive representative of employees.
2. Step 2 – A grievance which is not settled at step 1 of the Grievance Procedure within 30 days of its filing at step 1 shall be presented to the Joint Conference Committee under Article 7 of the Agreement, unless the parties have mutually agreed in writing to waive step 2 of the grievance procedure and decide to proceed directly to step 3.
3. Step 3 – If a grievance is not settled by authorized representatives of the UNION and the individual EMPLOYER involved or resolved at step 2 of the grievance procedure by a majority decision of the Joint Conference Committee the UNION may refer the matter to Arbitration within 30 days after step 2 of the grievance procedure has been exhausted without resolution unless Step 2 is waived by mutual agreement in writing in which instance the matter shall be referred to arbitration within 30 days. Such submittal shall be in writing and the UNION shall specify the nature of the grievance, the specific Article(s) and provision(s) of the Agreement allegedly violated, and the remedy being sought.
4. By mutual agreement of the parties hereto (i.e., the UNION and the EMPLOYER) any step in the grievance procedure as hereinafter provided may be waived and/or any of the time limits within any step may be extended. Any such waiver and/or extension shall be confirmed in writing.
5. The EMPLOYER and/or Association shall provide to the UNION all information in its possession which is needed by the grieving party or the UNION to investigate and/or process a grievance through the various steps of the grievance and arbitration procedure within seven (7) calendar days of the request.

B. Arbitration

1. Within three working days after receipt of the aforementioned written notification of intent to arbitrate, an authorized representative of the EMPLOYER and an authorized representative of the UNION shall confer to mutually select an Arbitrator. If the aforementioned representatives of the UNION and the EMPLOYER are unable to mutually agree on the name of an Arbitrator within the aforementioned three working day period, then the parties will jointly request the Federal Mediation & Conciliation Service

to submit the names of five potential Arbitrators, all of whom shall be Hawaii residents. From that list, one Arbitrator shall be chosen as follows: the UNION and the EMPLOYER shall each strike two names from said list, each striking alternately, the first to strike to be determined by lot. The Arbitrator whose name remains shall serve in the case.

2. All decisions of the Arbitrator shall be limited expressly to the terms and Provisions of this Agreement, and in no event may the terms and provisions of this Agreement be altered, amended, or modified by the Arbitrator. The Arbitrator shall receive for his services such remuneration as, from time to time, shall be acceptable to him and agreed upon by the parties. All decisions of the Arbitrator shall be in writing and a copy thereof shall be submitted to each of the Parties hereto. All fees and expenses of the Arbitrator shall be borne equally By the UNION and the EMPLOYER. Each party shall bear the expenses of the presentation of its own case.
3. All decisions of the Arbitrator under this Section shall be final and binding upon the parties.
4. The arbitrator may order such remedies as the arbitrator considers just and appropriate under the circumstances of the arbitration proceeding. In cases involving suspension or discharge, if the Arbitrator finds that a discharge or suspension was not for just cause, such discharge or suspension may be set aside, reduced, or otherwise changed by the Arbitrator. If the penalty is set aside, reduced, or otherwise changed, the Arbitrator may, at his discretion, award back pay to compensate the employee, wholly or partially, for any wages (including EMPLOYER payments to the various Trusts and other Funds as provided in this Agreement) lost because of the discharge or suspension, including interest. If a back pay award is made, wages received from any other employment, or any sum received as unemployment compensation while the discharge or suspension was in effect shall be deducted by the Arbitrator in determining the amount of the award.

ARTICLE 9

DISCIPLINE AND DISCHARGE

- A. Employees shall be subject to discharge or discipline by the EMPLOYER for just cause such as an insubordination, excessive unauthorized absenteeism or tardiness, failure to comply with the Apprenticeship Standards, pilferage, or failure to perform work required, or failure to observe safety rules and regulations or the EMPLOYER's house rules, which shall be conspicuously posted. Such rules shall not violate the provisions of this Agreement.
- B. There shall a three-strike rule when considering discharging an employee. First instance a verbal warning. Second instance a written warning with copies forwarded to the UNION. Third instance a written notice or possible termination of employment with all copies forwarded to the UNION. (An employee with less than ninety continuous working days of service with the EMPLOYER may be summarily discharged.)

ARTICLE 10

APPRENTICESHIP AND TRAINING

- A. General Provision

The following Apprenticeship and training provisions in effect since March 19, 1984, shall remain in force except that no EMPLOYER shall be required to layoff present employees, or to hire employees in addition to his present complement in order to achieve any ratio of JOURNEYWORKER to APPRENTICES. The agreed-on ratio shall be achieved through the normal process of attrition.

B. Joint Apprenticeship Committee

1. The Committee shall have supervision of all matters involving Apprenticeship and other training, in conformity with applicable provisions of this Agreement, and the registered Apprenticeship standards. In case of a deadlock, any matter in dispute shall be referred to the Joint Conference Committee.
2. In order to provide diversity of training or work opportunities, the Committee shall have full power to act on matters pertaining to transferring APPRENTICES from one job or shop to another. All assignments and reassignments for work shall be issued by the referral office.
3. All APPRENTICES shall enter the program through the Committee and may be removed from the program by the Committee for cause. Such removal by the Committee shall cancel their classification of APPRENTICE, and their opportunity to complete their training. The Committee is authorized to indenture a total number of APPRENTICES who are normally employed under the terms of this Agreement. An individual EMPLOYER shall employ only indentured APPRENTICES secured from the Committee.
4. The Committee will determine whether an EMPLOYER with any number of JOURNEYWORKER entitled to an APPRENTICE, but no EMPLOYER is guaranteed any number of APPRENTICES. Effective July 1, 1979, the Committee was authorized to indenture a total number of APPRENTICES that is not to exceed a ratio of one APPRENTICE to two JOURNEYWORKER who are normally employed under the terms of this Agreement (APPRENTICES at the 95% completion range will be considered as JOURNEYWORKER for ratio purposes). However, this does not prevent one APPRENTICE from working on a job with one JOURNEYWORKER when the job has less than the allowable ratio. At no time will an APPRENTICE be allowed to work with another APPRENTICE without the supervision of a JOURNEYWORKER.
5. When there is a need to recruit APPRENTICES for the Glaziers Apprenticeship Program. If there are none available, then according to the guidelines established under the Affirmative Action Program administered by the State Department of Labor & Relations, the Committee shall conduct open recruitment for qualified APPRENTICES. The EMPLOYER may recommend someone for indentureship, as long as they meet the minimum qualification under the Apprenticeship Standards and there are no APPRENTICES on the unemployed list maintained at the UNION office.
6. All employees covered under the classifications in Exhibit "A" below the rank of JOURNEYWORKER shall be indentured APPRENTICES under the direction of the Committee. APPRENTICES shall be registered with the Committee before being put to work. The EMPLOYER and UNION shall indenture the APPRENTICE for the full five years of their Apprenticeship, as of July 1, 1999, if practical to do so, or transfer such APPRENTICE to another EMPLOYER if directed by the Committee. An EMPLOYER

will, whenever possible, give the Committee two working days' notice of the impending layoff of an APPRENTICE, if an APPRENTICE is discharged for cause, no prior notification is necessary.

7. The Committee is authorized to employ such staff (Instructors) as may be required, including a full-time Training Coordinator. The Committee, authorized under a Trust Agreement, is hereby authorized to determine the reasonable value of any facilities, materials, or services furnished by either party. All funds shall be disbursed in accordance with the Trust Agreement. The Committee shall meet once a quarter and on call of the Chairman.
8. All employees, when reporting to the EMPLOYER shall be qualified in all respects including but not limited to the following: Certification in First Aid, CPR, Hazardous Material, Fall Protection, Scaffolds, OSHA 10, Forklift Training, Respirator, and Competent Person training.

C. Journeyworker Upgrade Training

1. All JOURNEYWORKERS shall maintain their JOURNEYWORKER status with mandatory JOURNEYWORKER retraining which shall be determined on an annual basis by the Joint Apprenticeship and Training Committee. JOURNEYWORKERS working under this Agreement, will be required to take such courses in accordance with the following rules: Topics for these JOURNEYWORKER upgrades classes and the amounts of classes per year, will be at the recommendation of the Glaziers' JATC. A different Journeymen upgrades classes shall be taken a year, until all Topics has been completed. This process will then repeat to include any additional Topic.

Sample of topics; 1- Blueprint and Layout 2-Caulking 3-Storefronts

4- Shower enclosures 5-Curtainwall 6- All glass doors systems 7- Railings

Upgrade classes will include written and hands on instruction. To ensure completion of the course a practical and written test will be administered at the end of the course.

D. Federal and State Project's Working Ratio

The working ratio on Federal and State projects shall be no more than two APPRENTICES to one JOURNEYMAN (2:1). However, this does not prevent one APPRENTICE from working on a job with one JOURNEYWORKER. At no time will an APPRENTICE be allowed to work with another APPRENTICE without the supervision of a JOURNEYWORKER. APPRENTICES at the 95% completion range will not be considered as JOURNEYWORKER for ratio purposes, but may be considered a JOURNEYMAN, when working alone.

E. District Council 50 Training Fund

The Apprenticeship and training trust fund herein shall be consolidated into the District Council 50 Training Fund and shall be operated and administered pursuant to the plan of benefits and the Agreement and Declaration of Trust established by the District Council 50 Trust and as set forth in the Consolidation Agreement Between the Painting industry of Hawaii Training Trust Fund, and the Hawaii Tapers Training Fund and, the Glass/Metal Association of Hawaii and Glaziers and Glassworkers Training Fund entered in 2012 (a copy of which is identified herein as a new Appendix to this Agreement).

ARTICLE 11

WAGES

A. Schedule of Wage Rates and Benefit Contributions

1. The wage rates which apply to employees covered by this Agreement and the per-hour rates of EMPLOYER contributions to the various employee benefit Trust and other Funds as provided for in this Agreement, shall be as set forth in Exhibit "A" attached hereto and made a part hereof.
2. Annual wage and benefit increases shall be made effective July 1 of each year and shall be based on an average of the raises received in wages and benefits for JOURNEYWORKERS in the top 5 trades in the construction industry as of the preceding September. See Exhibit A and A-1.
3. The EMPLOYER shall inform employees of the applicable hourly wage rate and benefit contribution amounts payable each pay period so the employee can verify the contractually required amounts due and owing through a posted notice on employee bulletin boards. A copy of the notice posted on employee bulletin boards shall be provided to the UNION at the time of the postings.

B. Leadperson

On any job requiring three or more JOURNEYWORKERS and/or APPRENTICE Glaziers, one JOURNEYWORKER will be designated by the EMPLOYER as a "leadperson" and shall be paid \$4.00 per hour above the applicable JOURNEYWORKERS Glazier's per hour rate.

C. Pay Day

1. The EMPLOYER shall maintain a regular weekly pay day, and pay not later than quitting time, at which time all employees must be paid in full of lawful money of the U.S.A. or check. The employee shall be paid for a week of work no later than quitting time on the next regular pay day following the completion of that week. In case employees are not paid as above, they shall be paid at the rate of time and one-half the regular hourly rate for all hours worked while they are waiting to be paid, except in a situation where checks are delayed through no fault of the EMPLOYER. If no work has been assigned, after the missed regular payday, the Employee shall be paid 8 hours of pay, at the rate of time-and-one-half, for each day, until his Paycheck is received. Example. If said missed payday is on a Friday, Saturday, Sunday, and any other unassigned workday that follows, shall be paid 8 hours of pay, at the rate of time- and-one-half, for each day, to that Employee, until his Paycheck is received.
2. If an employee voluntarily quits or is laid off, he shall be paid on the next regular payday. If an employee is discharged, he shall be paid not later than the following workday.
3. If an EMPLOYER pays an employee by check, draft or voucher, and such check, draft or voucher is subsequently refused payment because the EMPLOYER has insufficient funds on deposit or no account with the bank or institution, then the EMPLOYER shall be required to pay all employees covered by this Agreement, in addition to the amount of the check and any penalty, at the rate of time-and-one-half for all hours worked from the time the NSF check was delivered to them until they receive payment of the wages due. . If no work has been assigned, after the

Employee's paycheck has been determined to be NSF, the Employee shall be paid 8 hours of pay, at the rate of time-and-one-half, for each day, until his Paycheck is made good. Example. If the NSF paycheck was received on a Friday, Saturday, Sunday, and any other unassigned workday that follows, shall be paid 8 hours of pay, at the rate of time- and-one-half, for each day, to that Employee, until his Paycheck is made whole.

D. Welder's Wages

Any JOURNEYWORKER/APPRENTICE processing a welding certification, welding for the EMPLOYER shall be paid \$2.00 above the applicable JOURNEYWORKER/APPRENTICE GLAZIERS per hour rate while doing welding work. For purposes of computing overtime, the aforementioned premium rate shall be treated as a part of the employee's regular straight time rate (i.e., the hourly overtime rate shall be computed as one-and-one half times the employee's total straight time rate, plus the premium).

E. Caulker

Caulker JOURNEYWORKER / APPRENTICE covered under this MLA shall receive the minimum pay scale as a Glazier **JOURNEYWORKER / APPRENTICE** set by the Exhibit A and are required to adhere to all terms set by this MLA. Caulker scope of work shall be covered but not limited to in Article 2, B sec 2. Caulkers are not required to do glazing work

ARTICLE 12
HOURS AND OVERTIME

A. Workday

1. Eight straight time work hours shall constitute a "normal workday", Monday through Friday. The lunch period shall be unpaid.
2. Except where night work is scheduled, the workday shall not commence earlier than 6:30 a.m. or later than 8:30 a.m. unless conditions require other arrangements which may be made effective upon agreement between the EMPLOYER and the UNION.

B. Workweek

1. Standard Workweek

The standard workweek shall be Monday through Friday, inclusive.

2. Saturday as a Straight Time "Make-Up" Day

However, in the event that weather, equipment breakdown, power failure, work stoppage or other labor dispute, holiday, accident, and/or any other condition or circumstance which is beyond the control of the EMPLOYER, prevents employees from starting work on any one or more of the regularly scheduled Monday through Friday workdays or prevents employees from working a full shift on any of said days, then Saturday at the EMPLOYER's option, may be scheduled as a make-up day at the employee's regular straight time rate. On said Saturday, the straight time rate shall apply for the employee's first eight hours of work or upon completion of forty straight time hours of work for that week, whichever occurs first, one-and-one-half times the employee's regular straight time rate for all hours worked thereafter.

3. If Saturday is to be used as a make-up day, notice must be given to the EMPLOYEES on the first workday of the week before the Saturday make-up day. At the EMPLOYER'S option, have employees sign an agreement that Saturday will be paid as a make-up day. An employee who gives his EMPLOYER advanced notice of his inability to work due to a previous commitment shall be excused from working the make-up day.

4. Workweek of Four Consecutive Ten-Hour Days

- a. On a project-by-project basis, the EMPLOYER may also elect, at his option, to schedule a workweek of four consecutive ten-hour days during the period from Monday through Friday, all of which shall be paid for at the regular straight hourly rates.
- b. The employees affected will be notified at least five working days prior to the start of such a workweek. If conditions or circumstances preclude said five working days' notice, the UNION will be notified.
- c. Said workweek shall apply to the project involved until its completion or until such time as the EMPLOYER gives at least five working days' notice of a change in the scheduled workweek.
- d. If the EMPLOYER changes the scheduled workweek without giving Timely notice as specified above, then work performed on that project during the workweek in which the change was made shall be paid for as under a standard workweek (i.e., overtime at time-and-one-half after eight straight time hours of work per day). This shall not apply, however, to a suspended or discharged for cause during that workweek, nor shall it apply if the change in schedule is due to the reasons cited in paragraph B.2, above.

5. Workweek of Four Nine-Hour Days (Monday Through Thursday) PLUS Four Hours on Friday (Applicable to Neighbor Island Projects Only)

On Neighbor Island projects only, the EMPLOYER may also elect, at his option, to schedule on a project-by-project basis, a workweek of four nine-hour days (Monday through Thursday) plus four hours on Friday, all of which hours shall be paid for at regular straight time hourly rates.

6. "Make-Up" Days on Workweek of other than Five Eight-Hour Days

If a workweek of other than five eight-hour days is scheduled pursuant to paragraphs B.3. and B.4. above, then either Friday and/or Saturday may, at the EMPLOYER's option, be scheduled as a straight time make-up day under the same conditions as set forth in paragraph B.2, above.

NOTE: At the present time, paragraphs B.2 through B.5 would be applicable ONLY on PRIVATE jobs. The law would have to be changed in order for said paragraphs to be applicable on Federal, State or County projects.

7. Sunday work

All work performed on a Sunday shall be paid at double the applicable straight time rate of pay for all hours worked. The EMPLOYER shall give at least one-week advance notice, before scheduling work on a Sunday. An employee who gives the EMPLOYER advance notice of an inability to work on a Sunday, due to a prior commitment, shall be excused from Sunday work.

8. Wages and Hours of Employees on Public Works

No laborer or mechanic employed on the job site of any public work of the State or any political subdivision thereof shall be permitted or required to work on Saturday, Sunday, or legal holiday of the State or in excess of eight hours on any other day unless the laborer or mechanic receives overtime compensation for all hours worked on Saturday, Sunday, and a legal holiday of the State or in excess of eight hours on any other day (in accordance with §104-2(a), (b), Hawaii Revised Statutes (HRS)).

C. Overtime

1. Overtime Rate

Overtime at one-and-one-half times the employee's regular straight time rate shall be paid for:

- a. All work performed in excess of eight straight time hours in any one day, OR
 - i. In excess of ten straight time hours in any one day where a workweek of four consecutive ten-hour days has been scheduled by the EMPLOYER, OR
 - ii. In excess of nine straight time hours, Monday through Thursday, and four hours on Friday, where the EMPLOYER pursuant to the provisions of Article 12 has scheduled such a workweek, paragraph B.4.
- b. All work performed in excess of forty straight time hours in any one week.

- c. All work performed on Saturdays, except where such Saturday has been scheduled as a make-up day by the EMPLOYER pursuant to the provisions of Article 12.B.2, in which case overtime shall be paid after the employee's completion of eight straight time hours on said Saturday make-up day or after the completion of forty straight time hours of work for that week, whichever occurs first.
- d. All work performed on holidays as listed in Article 18 (Holidays). An employee scheduled to work on a holiday who gives the EMPLOYER advance notice his inability to work due to a previous commitment shall be excused from said holiday work.

2. Meal Period when on Overtime

An employee working on an overtime rate beyond 6:00 pm. shall be granted a one-half hour meal period. Said meal period shall not be paid for or counted as time worked. If overtime work continues for four hours after the conclusion of said meal period, the employee will be afforded a similar meal period at the end of said four-hour period and at the end of each similarly measured four-hour period thereafter.

3. Computation of Overtime

Overtime pay shall be computed to the nearest fifteen-minute interval, that is, if an employee works more than half of the fifteen-minute interval, he shall receive overtime pay for fifteen minutes. If he works less than half of the fifteen-minute interval, he shall receive no pay for that time.

4. No Pyramiding

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

5. Double Time Rate

Double the straight time rate of pay shall be paid for:

- a. All hours worked on a Sunday.
- b. All hours in excessive of 12 consecutive hours of work; and/or
- c. All hours in excess of 60 hours of work per week.

D. Night Work

Where night work is scheduled, an employee's first eight hours of work per day on said work (exclusive of meal period) shall be paid for at the employee's regular straight time rate, provided, however, that a premium of \$4.00 per hour shall apply to all hours worked between 6:00 p.m. and 6:00 a.m. the following morning. For purposes of computing overtime, the aforementioned premium rate shall be treated as a part of the employee's regular straight time rate (i.e., the hourly overtime rate shall be computed as one-and-one-half times the employee's total straight time rate, plus the premium).

E. Emergency Leave of Absence

Employees shall be afforded an emergency unpaid leave of absence due to the hospitalization, illness, or impending death of an immediate family member of up to one week. Notice shall be provided by the employee at the earliest convenience, not to exceed 24 hours.

ARTICLE 13
MINIMUM TIME

An employee who is ordered to report to work at the EMPLOYER's premises or jobsite, and who does so at the specified starting time, shall receive a minimum of two hours work or two hours pay, unless notified of a change by phone or other means at least one-and-one-half hours prior to the specified starting time. Inclement weather or other conditions beyond the control of the EMPLOYER, or when employees fail to report to work the previous day, shall void the above provision. In addition, the minimum reporting time need not be paid if the employee voluntarily quits or is discharged for just cause, prior to the completion of the specified minimum hours of work.

ARTICLE 14
JOBSITE REPORTING, TRANSPORTATION AND PARKING EXPENSES

A. Reporting to Work

An employee covered by this Agreement shall report to work at his scheduled starting point (either the EMPLOYER'S shop, permanent yard, or the jobsite as scheduled by and at the EMPLOYER's option) and shall be ready to begin work at his scheduled starting time.

B. Job Site Reporting

1. If an employee is instructed to report to the jobsite, he shall report the jobsite at the regular starting time and shall remain on the job until the regular quitting time.
2. For employees who are directed to report to the jobsite, the EMPLOYER, at his option, may provide suitable transportation to and from the jobsite from his shop/permanent yard or other pickup points enroute to the jobsite to those employees who wish to avail themselves of it. Such transportation will leave the EMPLOYER'S shop/permanent yard/pickup points to permit arrival at the jobsite in time for employees to begin work at the regular starting time. The employees shall remain on the job until the regular quitting time.
3. An employee, as the driver of the EMPLOYER-furnished transportation, is considered to be working from the time he leaves the shop until his return to the shop. His compensation will be for actual hours worked.

C. Job Site Reporting for the Island of Hawaii

1. The Travel Allowance, as described below, for the Island of Hawaii, shall not apply to any employee from another island. To be able to qualify for this Travel Allowance, you must reside on the island of Hawaii.

2. There shall be just two points of origin on the island of Hawaii, one in Hilo, and the second in Kailua, Kona.
3. An Employee residing in Hilo, working on projects located beyond Kawaihae Road to Kona, will receive a 2-hour travel allowance, if it is determined that he has to commute that day, using his own vehicle, or one provided to him, by the EMPLOYER. A meal Per Diem will apply, for this day. If this employee is required stay overnight, then adequate lodging must be provided by the EMPLOYER. Overtime rate shall not be applied to travel time.
4. An Employee residing in Kona to Waikoloa, working on projects past Honokaa, will receive a 2-hour travel allowance, if it is determined that he has to commute that day, using his own vehicle, or one provided to him, by the EMPLOYER. A meal per diem will apply, for this day. If this employee is required stay overnight, then adequate lodging must be provided by the EMPLOYER. Overtime rate shall not be applied to travel time.

D. Shop Reporting

1. An employee, who is instructed to report to the shop and is furnished suitable EMPLOYER transportation, is considered to be working from the time he leaves the shop until his return to the shop. His compensation will be for actual hours worked.
2. An employee, who is instructed to report to the shop and uses his own vehicle to go to the job, shall leave the shop at the regular starting time and remain on the job until regular quitting time.

E. Parking Expenses

If the EMPLOYER does not offer or make transportation available from his shop/permanent yard/pickup points to and from the jobsite pursuant to the provisions of paragraphs B.2, above, and there is no free parking available within five blocks of the job site, then the EMPLOYER shall reimburse, at the lowest parking rate available within said five-block, an employee who drives his own vehicle to said job site. To receive reimbursement, the employee shall present signed and dated receipts for such parking expenses.

- F. With respect to payment of travel and/or per diem pay for employees on the Big Island of Hawaii, EMPLOYERS shall uniformly abide by and comply with the Joint Conference Committee decision rendered on January 8, 2009, in a grievance involving the UNION and Central Pacific Glass, Inc.

G. Traveling For Work

When a JOURNEYWORKER/APPRENTICE Glazier /Caulker /Welder travels for work, to a neighboring island, the mainland, or another country, wages start from boarding until disembarking unless the JOURNEYWORKER/APPRENTICE Glazier /Caulker /Welder is working that day, then the wages are continuous, until work has stopped.

(For example, a JOURNEYWORKER Caulker flies from Oahu to Maui at 6:30 am and arrives on Maui at 7:05 am, drives to the jobsite, takes a lunchbreak from 11:00am to 11:30am, then works until 3pm. This JOURNEYWORKER Caulker will be paid for 8 hours.)

ARTICLE 15

PER DIEM

- A. On all work performed in an area other than the island on which the EMPLOYER has his permanent location or permanent branch location, the EMPLOYER shall furnish:
1. Mutually acceptable lodging (not more than 2 persons per room) within reasonable proximity of jobsite. Disputes shall be brought to the UNION.
 2. Suitable transportation shall be provided to and from, the airport, lodging, and work site etc.
 3. A non-receiptable meal allowance payment of SEVENTY-FIVE (\$75) for each DAY that the employee is expected to remain on the island. Said meal allowance shall be paid to the employee in advance of his leaving for the project. Should the employee return to his "home" island earlier than scheduled, the unused portion of said meal allowance (based on the applicable meal allowance) will be returned to the EMPLOYER. For travel to and working on the mainland or another country, a non-receiptable meal allowance payment of a HUNDRED DOLLARS (\$75.00) for each DAY

Example: One day: Goes and returns on the same day. One day per diem.

- B. When employees are required to work on a Neighbor Island in the State of Hawaii, on the mainland or in another Country, the EMPLOYER will furnish air travel expenses to and from the neighbor island and to home port on every second weekend. Per Diem will not be paid for days falling on a travel weekend. (The EMPLOYER may furnish air travel expenses from Neighbor Islands to home port on any weekend, rather than furnish per diem for an employee for any weekend on a Neighbor Island). Employee's time is to commence at the time of departure at airport for his job and will terminate upon his return to the airport or shop.
- C. If the EMPLOYER does not secure or supply lodging in the State of Hawaii as required above, then the employee shall receive an additional allowance of \$150.00 per day (which shall also be payable in advance) and said employee shall secure his own lodging.
- D. If the EMPLOYER does not secure or supply lodging on the mainland or in another country, as required above, then the employee shall receive an additional allowance of \$150.00 per day (which shall also be payable in advance) and said employee shall secure his own lodging

ARTICLE 16 **HEIGHT PREMIUM**

- A. All Glaziers and Caulkers, performing work which requires protection from fall hazards by guardrail systems, safety net systems, personal fall arrest systems, position devise systems, fall restraint systems, perimeter safety cables or controlled decking zones or during the use of Swing Stages, Scissor lifts, Man lifts, Boom Lifts shall be paid a premium of \$1.00 per hour.
- B. For purposes of computing overtime, the aforementioned premium rate shall be treated as a part of the employee's regular straight time rate (i.e., the hourly overtime rate shall be computed at one-and-one-half times the employee's total straight time rate, including the premium).
- C. For purposes of computing overtime, the aforementioned premium rate shall be treated as a part of the employee's regular straight time rate (i.e., the hourly overtime rate shall be computed at one-and-one-half times the employee's total straight time rate, including the premium).

ARTICLE 17
TOOLS

1. Each employee shall be responsible for the safeguard of his own personal tools, both during and after work hours, provided, however the EMPLOYER shall be responsible for providing a lockable gang box at the jobsite or a lockable area.
2. The following is the list of tools that each JOURNEYWORKER is required to provide themselves with:
 1. Steel Tape Rule (3/4" x 25ft) or larger
 2. Putty Knives (one bent and one straight)
 3. Carpenter's Hammer
 4. Hacksaw (Replacement blades supplied by EMPLOYER)
 5. Nailsets (one 1/16" and one 1/8")
 6. Straight Tin Snips
 7. Bastard Flat Metal File 22
 8. Wood Chisels (one 1/2" and one 1")
 9. 12" Combination Square
 10. #1, #2 and #3 Slot and Philip Screwdrivers (one of each)
 11. Long Nose Pliers
 12. Bevel Square
 13. Chalk Line
 14. Crescent Wrenches (one 8" and one 12")
 15. 24" Metal Level
 16. Regular Pliers
 17. Glass Pliers
 18. Allen Wrench Set (both SAE and Metric)
 19. Side Cutter
 20. Toolbox with Lock
 21. Japan Saw
 22. Water Pump Pliers
 23. Work Pouch w/Belt
 24. Large Ratchet Tap Wrench with Assorted Bits (Replacement bits by EMPLOYER)
 25. Rubber Mallet
 26. Dusting Brush
 27. Pop Rivet Gun
 28. Vice Grip
 29. #2 Center Punch
 30. Small End-Wrench Set
 31. Utility Knife (Replacement blades supplied by EMPLOYER)
 32. Screen Roller
 33. Vinyl Store Front Roller
 34. 3/8" or 1/2" Commercial Grade Combination Hammer/Drill (Repair or Replacement by EMPLOYER)
 35. Safety Glasses
 36. Hard Hat
 37. Hearing Protection
 38. Steel Toe Safety Shoes
 39. Cordless impact screw gun or like (Repair or Replacement by EMPLOYER)
 40. Caulking Gun

41. Face Mask
42. Putty Knives (one bent and one straight)
43. Carpenter's Hammer
44. Hacksaw (Replacement blades supplied by EMPLOYER)
45. Nailsets (one 1/16" and one 1/8")
46. Straight Tin Snips
47. Bastard Flat Metal File
48. Wood Chisels (one 1/2" and one 1")
49. 12" Combination Square
50. #1, #2 and #3 Slot and Philip Screwdrivers (one of each)
51. Long Nose Pliers
52. Bevel Square
53. 2-Pound Plumb Bob
54. Chalk Line
55. Crescent Wrenches (one 8" and one 12")
56. 24" Metal Level
57. Regular Pliers
58. Glass Pliers
59. Allen Wrench Set
60. Side Cutter
61. Toolbox with Lock
62. Japan Saw
63. Water Pump Pliers
64. Work Apron
65. Large Ratchet Tap Wrench with Assorted Bits (Replacement bits by EMPLOYER)
66. Rubber Mallet
67. Dusting Brush
68. Pop Rivet Gun
69. Vice Grip
70. #2 Center Punch
71. Glass Clamp
72. Small End-Wrench Set
73. Utility Knife (Replacement blades supplied by EMPLOYER)
74. Screen Roller
75. Vinyl Store Front Roller
76. 3/8" or 1/2" Commercial Grade Combination Hammer/Drill
77. Safety Glasses
78. Hard Hat
79. Hearing Protection
80. Steel Toe Safety Shoes
81. Cordless screw gun or like

3. The following is the list of tools that an APPRENTICE is required to provide themselves with:

1. 45% APPRENTICE

- (1) Carpenter's Hammer
- (2) Work Pouch w/Belt
- (3) Steel Tape Rule (3/4" x 25ft) or larger
- (4) Hacksaw (Replacement blades by EMPLOYER)
- (5) Glass Pliers
- (6) 12" Combination Square

- (7) Japan Saw
- (8) Rubber Mallet
- (9) Vinyl Store Front Roller
- (10) #1, #2 and #3 Slot and Philip Screwdrivers (one of each)
- (11) Dusting Brush
- (12) Safety Glasses, Face Mask and Gloves
- (13) Hard Hat
- (14) Hearing Protection
- (15) Steel Toe Safety Shoes
- (16) Toolbox with lock
- (17) Caulking Gun
- (18) Cordless Screw Gun or like (Repair or Replacement by EMPLOYER)
- (19) Utility Knife (Replacement blades supplied by EMPLOYER)

2. 60% to 80% APPRENTICE

Upon reaching the 60% bracket, an APPRENTICE is required to provide themselves with the following additional tools:

- (20) Putty Knives (one bent and one straight)
- (21) Nailsets (one 1/16" and one 1/8")
- (22) Straight Tin Snips
- (23) Bastard Flat Metal File
- (24) Wood Chisels (one 1/2" and one 1")
- (25) Chalk Line
- (26) Allen Wrench Set
- (27) Side Cutter
- (28) Water Pump Pliers
- (29) #2 Center Punch
- (30) 24" Metal Level
- (31) Regular Pliers
- (32) Vice Grips

3. 80% Regular

Upon reaching the 80% bracket, an APPRENTICE is required to provide themselves with the following additional tools:

- (33) Long Nose Pliers
- (34) Bevel Square
- (35) 2-Pound Plumb Bob
- (36) Crescent Wrenches (one 8" and one 12")
- (37) Pop Rivet Gun
- (38) Small End-Wrench Set
- (39) Screen Roller
- (40) Large Ratchet Tap Wrench with Assorted Bits (Replacement bits by EMPLOYER)
- (41) 3/8" or 1/2 Commercial Grade Combination Hammer/Drill (Repair or Replacement by EMPLOYER)

4. Any hand tools required by the EMPLOYER but not shown on the above lists shall be furnished

by the EMPLOYER Employees shall be responsible for the proper use, care, and maintenance of EMPLOYER-furnished tools, which are assigned to them. Any dispute arising therefrom shall be referred to the Joint Conference Committee within the time period as specified in Article 8, Grievance Procedure and Arbitration.

5. Employees must carry all personal tools, as well as EMPLOYER-furnished tools, to the jobsite.
6. The EMPLOYER shall provide a lockable compartment on his trucks and/or jobsites for tool storage.
7. Employees who are required to use their own power tools on jobsites will have their tools repaired at the EMPLOYER's expense (e.g. replacement of batteries).

ARTICLE 18

HOLIDAYS

A. Holidays

The following shall be considered as holidays under this Agreement and work performed on such days shall be compensated at one-and-one-half times the employee's regular straight time rate:

New Year's Day	Labor Day
Presidents' Day	Discoverers' Day
Memorial Day	Veterans' Day
Kamehameha Day	Thanksgiving Day
Fourth of July	Christmas Day
Dr. Martin Luther King Day	Good Friday

B. Holidays Falling on Saturday or Sunday

In the event any of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday. If any of the above holidays falls on a Saturday, the preceding Friday shall be observed as the holiday.

C. "Switching" and/or Substitution of Holidays

1. Whenever Kamehameha Day, Fourth of July, or Thanksgiving Day falls on a Tuesday, Wednesday or Thursday, said holiday may, by mutual agreement between the EMPLOYER and the UNION, be "switched" to either Monday or Friday.
2. By mutual agreement between the EMPLOYER and the UNION, the day after Thanksgiving may be substituted as a holiday in place of Veterans' Day.
3. The EMPLOYER will notify the employees affected at least five working days prior to the effective date of any "switch" and/or Substitution of holidays a may be made pursuant to paragraphs 1 and 2., above.

NOTE: At the present time, paragraphs 1.and 2, immediately above, are applicable ONLY to PRIVATE and FEDERAL projects. The law would have to be changed in order for said paragraphs to be applicable on State and County projects.

- D. In the event that during the term of this Agreement the Holiday Schedule as issued by the General Contractors Association of Hawaii is added to or otherwise revised, then the holidays listed in paragraph A., above, shall be deemed automatically and simultaneously amended so as to incorporate said revisions or additions.
- E. If the UNION wishes to increase the amount of contribution to the Vacation & Holiday Fund by reason of any additional holidays which may result from the operation of paragraph E., above, the amount of said increase, if any, shall be as determined by the UNION and shall be secured by re-assignment out of the wage and benefit "package".

ARTICLE 19

JURY DUTY

In the event that public law is enacted during the term of this Agreement which requires payment of wages, in whole or in part, to employees who serve on a jury, public board or commission, the EMPLOYER agrees to abide by the requirements of such legislation. The EMPLOYER further agrees that the employee who is compensated for service on a jury, public board or commission, under the terms of legislation referred to above, will receive credit for the purpose of computing daily or weekly overtime not to exceed eight hours in any one day as time worked.

ARTICLE 20

UNIFORM AGREEMENT

The terms and provisions of this Agreement shall be uniformly applicable to all EMPLOYERS including those who are not members of the Association. Signatory EMPLOYERS shall comply with uniform wages, hours, and other terms and conditions of employment as set forth in this master agreement.

ARTICLE 21

EMPLOYEE BENEFIT TRUST FUNDS AND EMPLOYER PAYMENTS THERETO

A. General Provisions

- 1. EMPLOYER payments to the various Trust and other Funds as specified in this Agreement shall be paid only for actual hours worked. Time which is paid for, but not worked, such as Show-Up time, "driving time", and "riding time", hours shall not be counted as hours worked for purposes of making EMPLOYER payments to the various Trust and other Funds as provided for in this Agreement.
- 2. If the UNION or any of the Trust or other Funds as established under this Agreement chooses to cover their employees under any of the Trust Funds listed below, its contribution to said Fund(s) shall be made in the same manner and under the same conditions as set forth in this Article 21, but shall be computed on a monthly basis, as follows: contribution hours shall be set forth by the Participation Agreement between EMPLOYER (District Council 50) and Trustees of the Glaziers Funds retroactive June 1, 2010.

B. Contribution Rates

The EMPLOYER shall pay the specified per-hour rate of contribution as set forth in the Wage Schedule (Exhibit "A") to each of the Trust and other Funds as listed below for each hour worked

by each employee covered by this Agreement. Said payments shall be made in the manner as set forth in paragraph D. (EMPLOYER Payments) of this Article 21.

1. Health & Welfare Trust Fund
2. Pension Trust Fund
3. Annuity Trust Fund
4. Vacation & Holiday Administration Fund (Fee)
5. Vacation & Holiday Trust Fund
6. District Council 50 Joint Apprenticeship & Training Trust Fund
7. Hawaii Glaziers Retiree Health Reimbursement Fund
8. Finishing Industries Labor Management Partnership ("LMP")
9. IUPAT- Finishing Trades Institute (IUPAT- FTI)

a. Vacation & Holiday Contribution Rate for APPRENTICES

The vacation and holiday contribution rate for each APPRENTICE Glazier shall be determined by multiplying the applicable vacation and holiday contribution rate for JOURNEYWORKER Glazier by the same percentage that each APPRENTICE's pay rate bears to the pay rate for the JOURNEYWORKER Glazier. Said rate of contribution shall be adjusted as specified above whenever the APPRENTICE's percentage base rate changes.

b. Deduction of Taxes

The vacation and holiday contribution for an employee shall be included in his weekly pay and the applicable taxes shall be deducted therefrom. The gross amount of the contribution shall then be deducted from the employee's weekly pay and transmitted to the Glaziers and Glassworkers Vacation & Holiday Trust Fund on a monthly basis. In no case shall the vacation and holiday contribution rate for a glazier exceed the vacation and holiday contribution for JOURNEYWORKER Glazier irrespective of the employee's hourly rate of pay.

c. Vacation & Holiday Payments

Vacation and Holiday payments shall be made in accordance with Rules and Regulations as adopted from time to time by the Trustees of the Vacation & Holiday Fund. The Trustees, however, may not amend the Vacation Rules and Regulations to increase the standard vacation of three weeks' vacation for each completed year of service.

C. Trust Agreements

Each of the Trust Agreements applicable to the above Trust Funds is, by reference, incorporated herein and each EMPLOYER covered hereby, or signatory hereto agrees that he shall be bound by all of the terms and conditions of said documents. Each said EMPLOYER further agrees to the appointment of the Trustees of said Funds as designated by the ASSOCIATION and hereby designates said EMPLOYER Trustees to serve as his representatives and to act as his agent in all matters concerning the Funds.

D. EMPLOYER Payments

1. Transmittal of Contributions

- a. EMPLOYER contributions to the various Trust and other Funds as specified and provided for above shall be due by the 25th day of the month immediately following the month for which the contributions are due, but an EMPLOYER shall not be deemed delinquent if full payment of amounts due is made or postmarked and mailed by the 30th day of said month.
- b. A consolidated transmittal and report form as provided by the Administrative Office, showing, among other things, the monthly total of hours worked by each employee covered by this Agreement, shall be submitted each month and accompany such payment, if any.
- c. The consolidated transmittal form must be submitted or postmarked by the 30th day of the month immediately following the month being reported even if the EMPLOYER employed no employees.

2. Information and Audit

Whenever a payroll audit is authorized, the participating EMPLOYER involved shall make available to the Trustees or their representatives its payroll books and records. Such books and records include: (a) all records which the EMPLOYER may be required to maintain under Section 209 (A)(1) of the Employee Retirement Income Security Act of 1974; and (b) time cards, payroll journals, payroll check registers, canceled payroll checks, copies of the EMPLOYER's federal, state and local payroll tax reports, and all other documents and reports that reflect the hours and wages, or other compensation, of the employees or from which such can be verified.

3. Authority of Trustees to Reduce Contributions

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

4. Weekly Reports and Payments by Delinquent EMPLOYER

Any other provision to the contrary notwithstanding, an EMPLOYER who is responsible for delinquent contributions **shall** be required by the Trustees of the various Funds to make and submit weekly detailed reports and payments for current contributions no later

than the Friday immediately following the end of each and every week until such time as all delinquent amounts due and payable to each of the respective Funds are brought current. In the event Friday falls on any holiday on which local banks will be closed, the report and payments shall be made and submitted by Thursday of that week. **Such reports shall identify the project in which each employee worked.**

The foregoing requirements shall be effective for a period of one (1) year following the date of the initial delinquency.

5. *Bond or Cash-In-Escrow or Letter of Credit to be posted by EMPLOYER*
To secure the payment of future contributions, each delinquent EMPLOYER shall post with the trustees of the Trust Fund a payment bond cash-in escrow or a letter of credit in personal guaranty executed by all stockholders and their spouses own at least twenty percent (20%) of the EMPLOYERS a form satisfactory to the trustees (hereinafter "collateral"), such collateral to be in the amount equal to the sum of Ten Thousand Dollars (\$10,000) for each covered employee in the employ of the EMPLOYER. In the event that the number of covered employees shall increase, then the EMPLOYER, as condition to having additional covered employees dispatched by the UNION shall show proof to the UNION that additional collateral shall have been posted for such additional covered employees. In the event the total covered employees shall decrease, an EMPLOYER shall apply to the Trust Funds for a partial release of the collateral. If an EMPLOYER shall not otherwise be in default under this article, the Trust Funds shall issue a written consent to the partial release of collateral once the Trust Funds is satisfied that all contributions shall have been reported to the Trust Funds and paid by said EMPLOYER. The Trust Funds shall have the right to call and levy such collateral immediately upon nonpayment of the contributions by the EMPLOYER as described in Article 21(D)(1)(a).
6. Application/Non-Application of Article 7 (Joint Conference Committee) and Article 8 (Arbitration)

All matters involving the payment, collection, and enforcement of EMPLOYER contributions, liquidated damages, and/or interest due to the various Funds provided for in this Agreement shall be handled by and in the manner as prescribed by the Trustees of the various Funds in accordance with the Trust Documents establishing said Funds and shall not be subject to the provisions of Article 7 (Joint Conference Committee) or Article 8 (Arbitration); provided, however, that any questions relating thereto as may arise pursuant to a UNION action under paragraph 8., immediately below, and any questions relating to whether a particular person or group of persons are employees as defined under Article 2 (Coverage) of this Agreement for whom contributions are due shall be subject to the provisions of said Article 7 and 8.

7. UNION's Withdrawal of Employees
 - a. If an EMPLOYER fails to make timely payments to any of the Trust or other Funds provided for in this Agreement, and so long as said condition continues, it shall not be a violation of this Agreement for the UNION to withdraw its members from the performance of work for said EMPLOYER involved of its intent to withdraw his employees, and the EMPLOYER shall be given five working days from receipt of said notice in which to make necessary full payment. If such full payment is not made within said five day period, the

UNION shall then be free to withdraw his employees and to continue said withdrawal until full payment is made.

- b. Nothing in this Article 21 shall be construed as being in conflict with the above paragraph, nor shall anything in this Article 21 be deemed a condition precedent to any action that the UNION may take under the above paragraph.

8. Finishing Industries Labor Management Partnership ("LMP")

For the duration of this Agreement, and any renewals or extensions thereof, the EMPLOYER agrees to make a minimum payment of ten cents (\$0.10) for each hour or portion thereof for which an employee receives pay to the Finishing Industries Labor Management ("LMP") or any successor international labor management.

9. IUPAT- Finishing Trades Institute (IUPAT- FTI)

The EMPLOYER shall make a minimum contribution of five cents (\$0.05) per hour for each employee covered under the collective bargaining agreement to the IUPAT-Finishing Trades Institute (IUPAT- FTI) in accordance with the Exhibit A.

E. Delinquent Contributions

If an EMPLOYER's contributions and/or reports to the trust funds referred to in this agreement are not paid or postmarked for payment by the 25th day of the month immediately following, the EMPLOYER responsible for such delinquent contributions shall pay damages to each of the respective trust funds in the amount of 20% of the delinquent contributions due or \$20.00, whichever is greater, for each 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 pay interest on the total unpaid balance at the rate of 12% per annum and be responsible for all audit and collection costs incurred.

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.

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.

ARTICLE 22

SAFETY

A. Safety Practices

Both the EMPLOYEES and the UNION recognize the need for safe working conditions. They therefore charge the EMPLOYER with the responsibility for developing a company safety policy.

B. EMPLOYER Vehicles

EMPLOYER vehicles used to transport employees to and from jobsites shall be equipped with safe and adequate seating. If glass plates, panes, or panels are being simultaneously transported, the riding area shall be properly shielded so as to prevent injury from breaking or flying glass. Trucks must be readily identifiable.

C. Safety Equipment and Safe Place of Employment

Full Body Safety belts, lifelines, scaffolds, suction cups, ladders and sawhorses shall be in excellent condition for the purposes of safety. Every EMPLOYER shall provide and furnish a place of employment, which is safe for employees therein. No EMPLOYER shall require or permit any employee to go or be in any place of employment which is not safe.

D. EMPLOYER Responsible for Safety

1. In accordance with the requirements of the Occupational Safety and Health Act, it shall be the exclusive responsibility of the EMPLOYER to ensure the safety of its employees and compliance by them with any safety rules contained herein or established by the EMPLOYER. Nothing in this Agreement will make the UNION liable to any employees or to any other persons in the event that work-related disease, sickness, death, injury or accident occurs.
2. If any judgment of liability is entered against the UNION in connection with Work- related disease, sickness, death, injury or accident, the EMPLOYER agrees to indemnify the UNION to the full extent of such liability, as well as any costs and attorney's fees awarded against or incurred by the UNION in such litigation.

E. Injured Workmen

1. Any JOURNEYWORKER/APPRENTICE who suffers an industrial injury or industrial illness during the workday while employed shall be compensated for the full day, even though he may have to leave work to visit the doctor.
2. The EMPLOYER shall provide payments of 100 hours a month to the Health & Welfare Trust Fund not to exceed six (6) months for the JOURNEYWORKER/APPRENTICE who sustains an injury arising out of and occurring during the course of his employment, for the period of time that the JOURNEYWORKER/APPRENTICE is unable to return to his usual and customary duties unless he has at least 100 banked Health & Welfare hours for the month after the JOURNEYWORKER/APPRENTICE returns to work.

Example: If a JOURNEYWORKER/APPRENTICE sustains an injury during the course of work and is out of work as the results for less than 180 days, and he has at least one month of Health and Welfare banked hours after he returns back to work, there is no compensation to his Health & Welfare Fund by the EMPLOYER.

3. If the JOURNEYWORKER/APPRENTICE is out of work as the results of this injury for more than 180 days or when the JOURNEYWORKER/APPRENTICE is entitled to coverage on a permanent disability basis, whichever is sooner, the EMPLOYER shall provide no more than six (6) months at 100 hours a month of additional coverage of Health & Welfare benefit to the Health & Welfare Trust Fund for him unless he has at least 100 banked Health & Welfare hours for the month after the JOURNEYWORKER/APPRENTICE returns to work.

Example: If a JOURNEYWORKER/APPRENTICE sustains an injury during the course of work and is out of work as the results for eight (8) months, and he has at least one month of Health & Welfare banked hours after he returns back to work, there is no compensation to his Health & Welfare Fund by the EMPLOYER.

ARTICLE 23

NEW LOCATIONS

A. New Locations

In the event the EMPLOYER opens a new plant or branch facility in the State of Hawaii for work covered by this Agreement or moves the location of his present operation to another location within the State of Hawaii, then all present employees of said EMPLOYER shall have a ninety-day period of preference for transfer to said new plant, branch facility, or location in accordance with their seniority. Said period of preference shall commence from the date the EMPLOYER notifies the employees of the anticipated opening or relocation. All terms and conditions of this Agreement shall apply to such new plant, branch facility, or locations as it pertains to work covered by this Agreement.

B. Acquisitions and Mergers

In the event the EMPLOYER establishes a branch of its business, or a subsidiary, or merges with, consolidates with, or acquires or establishes a separate business entity within the geographical jurisdiction of the UNION, then the terms and conditions of this Agreement shall apply to such branch, subsidiary, merged, consolidated or acquired facility and/or business in the event it performs any work covered by the terms of this Agreement.

ARTICLE 24

SURETY BOND

When an employee is required to furnish a surety bond, the premium for said bond shall be paid by the EMPLOYER.

ARTICLE 25

BULLETIN BOARD

The EMPLOYER shall provide a bulletin board for the reasonable use of the UNION in posting officially signed UNION bulletins. The EMPLOYER and the UNION shall not post any documents on such bulletin boards containing any inflammatory, scurrilous or intemperate language, or any language derogatory to the EMPLOYER or its employees.

ARTICLE 26

LEAVE OF ABSENCE FOR UNION OFFICIALS AND MEMBERS

Any employee elected to office in the UNION which requires full time in discharge of his duties, shall be given leave of absence without loss of seniority. No more than one employee shall be on such leave of absence at one time. Such leave of absence shall not extend beyond the term of one year, unless extended by mutual agreement upon the employee's return to work he shall be re-employed in a job consistent with his seniority credit at the time he took his leave of absence. The EMPLOYER shall be notified three working days prior to any employee assuming official duties. The EMPLOYER shall be notified in

writing of the names of UNION officials and stewards, and any changes that may occur during the term of this Agreement.

ARTICLE 27
NO DISCRIMINATION

- A. The EMPLOYER will not discriminate against any employee because of his membership in the UNION, or for legitimate UNION activity. Such activity, however, shall not interfere with the EMPLOYER's operation nor be conducted during working hours.
- B. In accordance with the policies of both parties, it is agreed that neither party will discriminate against any employee or applicant by reason of race, color, religion, sex, national origin, age, physical handicap, or for being a disabled veteran or a veteran of the Vietnam Era.

ARTICLE 28
PIECE WORK, REBATES AND SUBCONTRACTING

A. No Piece Work or Rebates

No piece work shall be permitted on any type of work covered by this Agreement, either inside or outside of the shop. No EMPLOYER or representative of the UNION, or employee covered by this Agreement shall give or accept, directly or indirectly, any rebate of wages.

B. Subcontracting

- 1. An EMPLOYER who is in the construction industry shall not subcontract any work covered by this Agreement to be done at the jobsite to any EMPLOYER who works with the tools of the trade or who does not hire any JOURNEYWORKER glaziers on the work involved, or to any individual or firm who is not party to a collective bargaining agreement with the UNION.
- 2. All work covered by this Agreement and customarily performed on the jobsite by employees working under this Agreement shall continue to be performed on the jobsite or in the plant under this Agreement
- 3. An EMPLOYER signed to this Agreement and contracting work covered by this Agreement from another EMPLOYER that is also signed to this Agreement must have a written contract with that EMPLOYER covering the work and have it available to the UNION.

ARTICLE 29
SAVINGS CLAUSE

Should any part hereof, or any provision herein contained, be rendered or declared invalid by reason of any existing legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

ARTICLE 30
DOCUMENT CONTAINS ENTIRE AGREEMENT

This document contains the entire Agreement of the parties, and neither party has made any representations to the other which are not contained herein.

ARTICLE 31
MODIFICATION OF AGREEMENT

No provision or terms of this Agreement may be changed, altered or waived, except by written document executed by the parties hereto.

ARTICLE 32
BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the EMPLOYER and the UNION and their respective successors, assigns and personal representatives. It is understood, that the EMPLOYER shall give the UNION, a notice in writing, 90 days prior, in the event the EMPLOYER's business is, in whole or in part, sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy. It is understood by this provision that the parties hereto shall not use any leasing or other transfer device to a third party to evade this Agreement. The EMPLOYER shall give notice of the existence of this Agreement and this provision to any purchaser, transferee, lessee, assignee, etc., of the business operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the UNION at the time the seller, transferor or lessor executes a contract or transaction as herein described. The UNION shall also be advised of the exact nature of the transaction, not including financial details.

ARTICLE 33
SENIORITY

- A. In making layoffs and recalls after layoffs, the determining factor shall be continuous length of service with the EMPLOYER. Continuous length of service with EMPLOYER shall determine what work opportunity is afforded for employees.
- B. In layoff situations, unless otherwise approved by the Joint Conference Committee, there shall be one APPRENTICE laid off for each two JOURNEYWORKER laid off.
- C. This principle of seniority shall not apply to any employee until he shall have completed three months of continuous service with the EMPLOYER.
- D. Seniority shall be considered broken by: (a) discharge, (b) resignation, (c) ninety consecutive days of layoff; or (d) failure to report to work three working days after recall.
- E. All JOURNEYWORKER and APPRENTICE must be up to date with their certifications or enrolled in the certification that is not current before being referred out from the Out of Work List.
- F. JOURNEYWORKER and APPRENTICE with Classification or Certifications may determine the order when hiring from the Out of Work List. (eg if a Journeyworker Welder or Caulker on the Out of Work List is number twelve and an EMPLOYER needs a Welder, that Welder may be hired before the Journeyworker that is number one on the Out of Work List.)

ARTICLE 34
UNION'S RIGHT TO MONITOR

A. Access to EMPLOYER Premises

A duly certified representative of the UNION shall be permitted on the EMPLOYER's premises to investigate grievances and ascertain whether or not this Agreement is being observed. Such representative shall see the manager or his representative who shall permit said UNION representative to enter the EMPLOYER's premises, provided such right shall be exercised reasonably, and there shall be no interference with the normal conduct of the EMPLOYER's operations. It is agreed that the manager may send a representative of the EMPLOYER to accompany said UNION representative, provided such UNION representative is afforded opportunity to interview employees privately.

B. Right to Inspect

The UNION shall have the right to inspect the paycheck of any employee covered by this Agreement, after a paycheck has been returned by the bank. In connection with the processing of grievances, the UNION shall have the right to inspect at a reasonable time during working hours, at the EMPLOYER's premises or any location where the EMPLOYER's records are maintained, all payroll records and time sheets and all other employee's records of the EMPLOYER which relate to the terms and conditions of this Agreement.

C. UNION Steward

1. Shop Steward

The Business Manager, or his or her designee (Business Representative), shall appoint all Shop and Job Stewards.

2. The UNION may select from among the employees of each EMPLOYER a UNION Steward, who shall be given reasonable time during regular working hours to contact employees covered by this Agreement, provided, however, that time spent on steward activities shall be exercised reasonably and shall not interfere with the conduct of the EMPLOYER's operation or cause employees to neglect their work. The UNION shall give written, certified mail notice to the EMPLOYER of the name of all UNION Stewards within thirty days after ratification of this Agreement or within five days after changing names of UNION Stewards. The EMPLOYER shall not discharge or discriminate against said UNION Steward or any other employee, for presenting a grievance or giving evidence with respect to an alleged violation of this Agreement.

3. In the event employees covered by this Agreement are to be laid off, a UNION Steward who has served in that capacity with the EMPLOYER for a continuous period of six months or more (measured from the date of his appointment) shall not be laid off before other employees in his same job classification as long as work is available within that classification which he is qualified to perform.

ARTICLE 35
ORGANIZING

In efforts to organize, whereas an applicant is found to have experience within the Glaziers scope of work,

that applicant may have preference over any applicant not currently a member in the UNION. This applicant shall sign the Out of Work list in order to be referred out unless they are current employees of a company that shall/has become a new signatory contractor to the UNION.

The Glaziers Architectural Metal & Glassworkers Local 1889 and the Hawaii Architectural Glass & Metal Association negotiated this contract for the period of July 1, 2022, to June 30, 2027.

This contract is accepted by the party signatures below.

FOR THE ASSOCIATION:

Hawaii Architectural Glass & Metal
Association

BY: _____
KEVIN AMIN
Its President

BY: _____
ANTHONY BERGE
Its Vice-President

FOR THE UNION:

International Union of Painters and Allied
Trades, District Council 50, Glaziers,
Architectural Metal & Glassworkers, Local
Union 1889, AFL-CIO

BY: _____
ARELLIANO
Its Business Representative

BY: _____
RYDEN VALMOJA
Its Business Manager/Secretary Treasurer

GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS, LOCAL UNION 1889
EXHIBIT "A"
Effective July 1, 2022

	WAGES	5% WAGE RATE	LOCAL PAC	HLTH / WELF	PENSION	VAC	HOL	ANN	DC50 JATF	IUPAT FTI	ADMIN FEE	STABL	RET HLTH REIMB	HAGMA	IUPAT LMP	IUPAT PAC	TOTAL
45%																	
1 -1,000	\$18.68	0.9340	\$0.05	\$10.43	\$8.62	\$1.08	\$1.08	\$9.97	\$2.95	\$0.05	\$0.10	\$0.15	\$1.55	\$0.10	\$0.10	\$0.05	\$54.91
50%																	
1,001 -2,000	\$20.75	1.0375	\$0.05	\$10.43	\$8.62	\$1.20	\$1.20	\$9.97	\$2.95	\$0.05	\$0.10	\$0.15	\$1.55	\$0.10	\$0.10	\$0.05	\$57.12
55%																	
2,001 - 3,000	\$22.83	1.1415	\$0.05	\$10.43	\$8.62	\$1.32	\$1.32	\$9.97	\$2.95	\$0.05	\$0.10	\$0.15	\$1.55	\$0.10	\$0.10	\$0.05	\$59.54
60%																	
3,001 - 4,000	\$24.90	1.2450	\$0.05	\$10.43	\$8.62	\$1.44	\$1.44	\$9.97	\$2.95	\$0.05	\$0.10	\$0.15	\$1.55	\$0.10	\$0.10	\$0.05	\$61.85
70%																	
4,001 - 5,000	\$29.05	1.4525	\$0.05	\$10.43	\$8.62	\$1.68	\$1.68	\$9.97	\$2.95	\$0.05	\$0.10	\$0.15	\$1.55	\$0.10	\$0.10	\$0.05	\$66.48
75%																	
5,001 - 6,000	\$31.13	1.5565	\$0.05	\$10.43	\$8.62	\$1.80	\$1.80	\$9.97	\$2.95	\$0.05	\$0.10	\$0.15	\$1.55	\$0.10	\$0.10	\$0.05	\$68.80
80%																	
6,001 -7,000	\$33.20	1.6600	\$0.05	\$10.43	\$8.62	\$1.92	\$1.92	\$9.97	\$2.95	\$0.05	\$0.10	\$0.15	\$1.55	\$0.10	\$0.10	\$0.05	\$71.11
85%																	
7,001 - 8,000	\$35.28	1.7640	\$0.05	\$10.43	\$8.62	\$2.04	\$2.04	\$9.97	\$2.95	\$0.05	\$0.10	\$0.15	\$1.55	\$0.10	\$0.10	\$0.05	\$73.33
90%																	
8,001 - 9,000	\$37.35	1.8675	\$0.05	\$10.43	\$8.62	\$2.16	\$2.16	\$9.97	\$2.95	\$0.05	\$0.10	\$0.15	\$1.55	\$0.10	\$0.10	\$0.05	\$75.74
95%																	
9,001-10,000	\$39.43	1.9715	\$0.05	\$10.43	\$8.62	\$2.28	\$2.28	\$9.97	\$2.95	\$0.05	\$0.10	\$0.15	\$1.55	\$0.10	\$0.10	\$0.05	\$78.06
100%																	
Journey person	\$41.50	2.0750	\$0.05	\$10.43	\$8.62	\$2.40	\$2.40	\$9.97	\$2.95	\$0.05	\$0.10	\$0.15	\$1.55	\$0.10	\$0.10	\$0.05	\$80.37
Lead person	\$45.50	2.2750	\$0.05	\$10.43	\$8.62	\$2.40	\$2.40	\$9.97	\$2.95	\$0.05	\$0.10	\$0.15	\$1.55	\$0.10	\$0.10	\$0.05	\$84.37

revised 5.12.22

EXHIBIT “A”
**Schedule of wage rates and employee benefit contributions applicable to Glaziers and Caulkers
employed within the Glass and Glazing Industry**

GLAZIERS, CAULKERS, AND APPRENTICES

The classification, minimum hourly wage rates and the per hour rates of EMPLOYER contributions to employee benefits Trust Funds which shall apply to GLAZIERS, CAULKERS, and APPRENTICES covered by this agreement shall be as follows:

SEE EXHIBIT “A-1”

**A. FUTURE WAGE AND BENEFIT INCREASES FOR GLAZIERS JOURNEYWORKERS
AND APPRENTICES FORMULA**

The total wage and benefit “package” that will be applicable to the classification of JOURNEYWORKER Glazier effective as of July 1, 2023, shall be the “5 Trade Raise Average”, computed on the basis of the wage and benefit package, of the 17 listed trades from the current State Davis-Bacon Rates, Chapter 104 were in effect in the State of Hawaii as of September 2022. Details relative to the computation and allocation of said “Top 5 Trade Raise Average” are set forth on this page (B) of this exhibit “A”. The “5 Trade Raise Average” will be computed by taking the 5 of the 17 listed trades that received the highest raise increase the preceding year, adding the raises of the 5 listed trades, and dividing that figure by 5, to determine the “5 Trade Raise Average”. The month of September shall be the fiscal month in determining the Raise Average.

The formula as outlined above shall determine the total wage and benefit “package” change as of:

1. July 1, 2023, based on the “5-Trade Raise Average” as of September 2022
2. July 1, 2024, based on the “5-Trade Raise Average” as of September 2023
3. July 1, 2025, based on the “5-Trade Raise Average” as of September 2024
4. July 1, 2026, based on the “5-Trade Raise Average” as of September 2025
5. July 1, 2027, based on the “5-Trade Raise Average” as of September 2026

B. THE TRADE RAISE AVERAGE

1. The “Trade Raise Average” shall be determined by averaging the raises received to the wage and benefit package for the JOURNEYWORKERS, that was in effect in the State of Hawaii Chapter 104, Davis Bacon rates as of the previous year September to current September of the applicable year, as specified in paragraph “A” above for each of the following Seventeen building and construction trades;

- | | | |
|------------------------------|-------------------------|----------------|
| 1. Asbestos Worker | 7. Floor Cover | 13. Painter |
| 2. Boilermaker | 8. Ironworker | 14. Plumber |
| 3. Carpenter | 9. Laborer (II) | 15. Roofer |
| 4. Drywall & Acoustic Worker | 10. Lather | 16. Sheetmetal |
| 5. Electrician | 11. Mason | 17. Taper |
| 6. Elevator Construction | 12. Operating Engineers | |

2. The resulting mathematical average (mean) shall be the total wage and benefit package (excluding the Administrative Fee) that shall apply to the classification of Journeyperson.
3. Allocation of the resulting increase (or decreases, as the case may be) to the wage and/or to any of the employee benefit Trust Funds shall be determined by the UNION. The UNION shall give the Association and each EMPLOYER written notice of said allocation within a reasonable time prior to its effective date. Where possible for the UNION to do so, such notice will be given at least 30 days prior to the effective date.
4. In computing the foresaid 5 trade average, the wage and benefit “package” of each of the trades shall include the applicable wage rate PLUS the per hour rate of contribution that are made to employee benefit trust and other funds, including apprentice and training. Specifically EXCLUDED from the computations shall be any per hour contributions or other payments that are made to Trade Promotions Funds, Industry Funds, Charity Funds, Trust Office Administration Funds or Fees, and similar types of Funds.

C. **NOTICE OF ALLOCATION**

The UNION will give the ASSOCIATION and each EMPLOYER written notice of the aforesaid allocations. Where possible to do so, such notice will be given at least Thirty Days (30) prior to the effective date.

EXHIBIT "B"

**ASSIGNMENT OF WAGES TO COVER UNION DUES, ASSESSMENTS, INITIATION FEES
AND ADMINISTRATIVE DUES CHECK OFF AUTHORIZATION**

TO: _____
Name of EMPLOYER

I assign to Glaziers, Architectural Metal and Glassworkers, Local UNION 1889, AFL-CIO, out of my wages, the UNION Initiation fee, UNION dues, administrative check off and assessments as certified to you in writing by the UNION, and I authorize the payments to the UNION of the amount so deducted.

This authorization and assignment shall be irrevocable for the period of one (1) year following the date it was signed, or until the current collective bargaining agreement expires, whichever occurs sooner, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless between fifty (50) to sixty (60) days prior to any periodic renewal date I revoke this authorization by written notice to the UNION and to the EMPLOYER by whom I am then employed.

5% of every hour
worked

Administrative Check
Off

UNION Dues

Administrative Processing Fee

Date: _____

Assessment

Receipt of foregoing assignment is acknowledged:

EMPLOYEE's SIGNATURE

EMPLOYER's Signature

Date: _____

By: _____

EXHIBIT "C"

TOP WORK PLACE PERFORMANCE 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 to **not 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 rehired.

Employee Signature

Date

Employer

EXHIBIT "D"

NOTIFICATION OF TERMINATION FORM

(Please type or print clearly)

Name, Address, Phone Number of EMPLOYER Completing this Form:

Authorized Signature: _____

Name of Authorized Person (print): _____

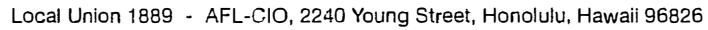
Name, Last 4 Numbers of Social Security Number of the Employee Being Terminated:

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 fax & mail this completed form to District Council 50, Local Union 1889 at Fax: (808) 955-9091, Address: 2240 Young Street, Honolulu, HI 96826, immediately upon termination of an employee for any cause other than lack of work.



By: AY ARELLIANO
Its Business Representative

**CERTIFICATION OF RECEIPT AND
ACCEPTANCE OF MASTER LABOR AGREEMENT**

As a member of the Glass/Metal Contractors Association of Hawaii, the undersigned EMPLOYER hereby acknowledges receipt of the MASTER LABOR AGREEMENT by and between the GLAZIERS, ARCHITECTURAL METAL AND GLASSWORKERS UNION, LOCAL 1889, AFL-CIO, AND the HAWAII ARCHITECTURAL METAL AND GLASS ASSOCIATION as effective July 1, 2022, to and including June 30, 2027 and hereby certifies acceptance of all terms and conditions as set forth therein, with the "economic package" to be effective as of July 1, 2022.

GLAZIERS, ARCHITECTURAL METAL
AND GLASSWORKERS UNION, LOCAL
1889, AFL-CIO

NAME OF COMPANY

BY: DWAYNE ARELLIANO
Its Business Representative

Authorized Signature

Print Name of above Representative

Date of Signature

EMPLOYER to sign and mail (or deliver) to:
Glaziers Union, Local 1889
2240 Young St.
Honolulu, HI 96826

Employer's Street Address:

The UNION, in turn will countersign and
distribute as follows:

Employer's Mailing Address:

Copy #1- To EMPLOYER
Copy #2- To Trust Fund Administrator
Copy #3- To be retained by UNION
Copy #4- To Glass Metal Association

Telephone Number

State of Hawaii Contractors License Number

ADDENDUM

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 UNION 1889, 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 wish to comply with the Federal Law known as the "Drug-Free Workplace Act of 1988," Public Law 100-690 in order to obtain a drug-free workplace.

A. Prohibition Against Alcohol and Controlled Substances At the Workplace

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

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

1. Use of over-the-counter medications or of a medication prescribed by a licensed physician in accordance with the physician's orders, is NOT prohibited; but to avoid an unwarranted accusation and/or other misunderstanding, the employee is required to report the fact that he is taking such medication to his Foreman and/or Supervisor, prior to commencing work at the workplace.
2. Any employee who is lawfully using a controlled substance at the workplace, i.e., taking prescription drugs in accordance with a doctor's order, while not subject to disciplinary action, may nevertheless be required to leave the workplace, if consumption of that medication presents a safety hazard or prevents him from being able to properly perform his work.

C. Education and Awareness Program

To complement and foster our Joint Company and UNION Policy and Program of achieving a drug-free workforce and 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

1. Effective thirty (30) days after ratification of the Master Agreement, all current employees on the Contractors' payroll will not be required to undergo a pre-employment substance abuse test. However, an employee/applicant who has been laid off for thirty (30) calendar days or more or a new employee may be required to undergo a pre-employment substance abuse test as a condition of consideration of employment with the Company or prior to being approved to work at any Company facility or work area.
2. Pre-employment testing must be in place and such testing must actually be conducted before the Company can conduct Periodic and Random Testing.

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

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

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

2. Appointment of a Medical Review Officer who will be responsible for making the final decision to verify a positive test result after review of all relevant data on the testing and any explanations offered by the individual tested;
3. Prohibiting employees who are subject to U.S. Department of Transportation regulation and who have tested positive from 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 controlled 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 difference times and at different intervals for all employees on the project to determine the use of any illegal or unauthorized drug, alcohol or other substances prohibited by this policy.

Post-counseling/rehabilitation or return-to-work medical examinations may be required when an employee returns to work after a long illness, disabling injury, extended absence, reduction in force or as a result of a condition 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.

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

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

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

5. An employee shall complete the "Consent For The Release of Confidential Information" form as set forth in Appendix "C" prior to undergoing a substance abuse test. When an employee is tested, the employee, the Company and the UNION shall be notified of the test results. Action against the employee shall be taken in accord with the disciplinary section herein if the employee's drug or alcohol test results are positive, as defined in Appendix "A" hereto.
6. The medical laboratory shall retain all positive specimens, in a frozen state, for twelve (12) months; all negative specimens for two (2) weeks. An employee shall have the right to have his or her sample as originally collected independently retested at his/her expense by a NIDA-certified laboratory. The employee must exercise this right within fourteen (14) days from the time of the original sample collection and the employee must select a laboratory among those listed in Appendix "D" to conduct such retesting. If the independent drug or alcohol retest results are not positive under the criteria set forth in Appendix "A": (a) the employee shall be put back to work immediately with reimbursement of full pay and benefits and with a rescission of any discipline imposed by reason of a positive drug or alcohol test result, along with an explanation for such rescission; and (b) the Company shall reimburse the employee for the cost of the retest as paid for by the employee.

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

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

G. Schedule Of Disciplinary Actions

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

employee may also be disciplined for such conduct or misconduct in addition to discipline for the drug or alcohol offense. Such discipline shall be in accord with principles of just and proper cause.

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

- a. First Offense

- 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 _____.

FOR THE COMPANY:

FOR THE UNION:

International Union of Painters and Allied Trades,
District Council 50, Glaziers, Architectural Metal &
Glassworkers, Local Union 1889, AFL-CIO

BY: _____

Its

BY: _____

DWAYNE ARELLIANO
Its Business Representative

BY: _____

Its

APPENDIX A

PROCEDURES FOR MEDICAL TESTS OF URINE SAMPLES

Subject to the restrictions on medical tests contained in the foregoing Amendment to the Master Agreement, urine samples shall be handled in the following manner:

- A. Collection shall be by a physician or health care professional. The presence of a UNION representative is not necessary when the collection of urine is made. Specimen containers shall be labeled with a number, and if the donor chooses, the donor's signature, and shall be closed with a tamper-proof seal initialed by the donor and collecting agent. The labeling shall be done in the employee's presence and in the presence of a UNION representative if the employee chooses.
- B. The specimen number and identifying information on the donor shall be entered on a log and signed by the collecting technician in the presence of the employee - and in the presence of a UNION representative if the employee chooses - and the employee shall initial the proper line on the log entry.
- C. The volume of each sample shall be such that sufficient amounts of urine will exist for both initial tests, confirmation tests and independent testing.
- D. Samples shall be stored in a scientifically acceptable manner.
- E. All handlers and couriers of the sample must complete entries and identify themselves on a proper chain of custody form.
- F. Confirmation tests in accordance with the Guidelines as established by the National Institute On Drug Abuse (NIDA) must be performed. After testing and confirmation testing, the facility must retain a sufficient portion of the sample for independent retesting and store that portion in a scientifically acceptable, preserved manner for the period of time as set forth in the Guidelines as issued from time to time by the National Institute On Drug Abuse (NIDA) - unless the donor/employee or the UNION requests of the facility that it retain the sample for a longer period of time.
- G. Results of the testing shall be communicated in writing to the Company, UNION and the donor/employee within seventy-two (72) hours after the results are determined. The laboratory may only report a positive drug or alcohol test result if the appropriate test indicates that the specimen contains levels of drugs or alcohol in excess of the following levels:
 - 1. Blood alcohol level in excess of the State of Hawaii Standard giving rise to a legal presumption of intoxication.
 - 2. Drug levels in excess of those levels as set forth in the Guidelines as established by the National Institute On Drug Abuse (NIDA).
- H. Information on test results and the fact that testing was done shall be kept confidential by the Company, UNION, and tester, and shall be communicated only to those who must know the information in order to ensure safety at the workplace and enforce the terms and conditions set forth in the foregoing Amendment to the Master Agreement. Copies of all documents, including but not limited to test results, computer printouts, graphs, interpretations, and chain of custody forms shall be delivered to the employee from whom the samples of the bodily fluids were taken.

APPENDIX A
(Continued)

- I. On the day that the sample is taken when tested For Cause, the Contractor shall send the employee home for the remainder of the day and shall arrange transportation home for that employee and not allow the employee to drive home. The employee shall not be allowed to return to work until his or her test results are known.
- J. As utilized herein, the terms "drugs" or "drug" mean a controlled substance as defined in the foregoing Addendum to the Master Agreement. As utilized herein, the term "alcohol" has the same meaning that is set forth in the foregoing Addendum to the Master Agreement.

APPENDIX B
SUBSTANCE ABUSE TESTING

TYPE: _____

LOCATION CODE: _____

DATE: _____

POSITION: _____

DEPT/PROJECT: _____

1. As an employee, you are ordered to be tested for substance abuse in accordance with Company policy and procedures, based on reasonable suspicion.

2. An appointment has been made for you to be tested at:

Date: _____

Time: _____

3. You will be escorted to the collection site by a Company official or representative. You will be provided transportation to the collection site and provided transportation to your residence upon completion of the specimen collection. Any costs accrued for transportation will be paid by the Company.

4. You will be required to sign a form voluntarily consenting to submit to testing, to provide specimen(s) as part of testing and to release the test results to the Company and its medical review officer. Failure to sign this form shall result in disciplinary action as set forth in the program and procedures for disciplinary action.

5. You are hereby placed on indefinite suspension without pay pending the results of the substance abuse test. If the results are negative, you will be resumed to work immediately and reimbursed for all lost time, and no record of the testing or indefinite suspension will be placed in your personnel file.

APPENDIX B
(Continued)

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

Unless you are advised otherwise in writing by the Company, substance abuse testing for cause shall be for the presence of alcohol in the system or for the following substances of abuse: marijuana, cocaine, amphetamines, opiates, crystal methamphetamine and phencyclidine.

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

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

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

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

Director of Environmental Safety and Health,
Personnel Manager or designee

cc: Medical Review Officer

APPENDIX C

CONSENT FOR THE RELEASE OF CONFIDENTIAL INFORMATION

I, _____, authorize _____ to
(Name of Patient) (Name of Testing Facility)

disclose to _____ information
(Name of EMPLOYER and Name of UNION)

regarding the results of any substance abuse test taken by me under the Agreement covering Drugs and Other Controlled Substances on Construction Job sites in the State of Hawaii (the "Agreement"). The purpose of the disclosure authorized herein is to determine whether I have complied with the provisions of the Agreement.

I understand that my records are protected under the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, and cannot be disclosed without my written consent unless otherwise provided for in the regulations. I also understand that I may revoke this consent at any time except to the extent that action has been taken in reliance on it, and that in any event this consent expires automatically upon my termination from employment with the above referenced EMPLOYER.

Signature of Patient

Date

APPENDIX D

COLLECTION STATIONS FOR DRUG TESTING

Location	Contact Person
Straub Clinic and Hospital 888 S. King Street Honolulu, Hawaii 96813	Linda Spadarro Corporate Account Executive Ph: 522-4049
Straub Occupational Health Services 848 S. Beretania Street Honolulu, Hawaii 96814	Barbara Lewis Dr. Brian Mihara (MRO) Ph: 522-4552
Straub Clinic - Westridge 150 Kaonohi Street Aiea, Hawaii 96701	Doris Noguchi Debra Agles Sandy (to schedule) Ph: 488-8431
Straub Family Health Center Windward Mall (2nd Level) 46-046 Kamehameha Highway Kaneohe, Hawaii 96744	Ann Topolinshi Annette DaSilva Ph: 522-4049
Clinical Labs of Hawaii 33 Lanihuli Street Hilo, Hawaii 96720	Coretta Ricket Ph: 961-4708 Fax: 935-2518 HILO
Kona Hospital Laboratory P. O. Box 69 Kealahakua, Hawaii 96750 (Basement Level)	Bruce Makarewicz (after hours) Nina Crarcia Ph: 322-9366 KONA
Maui Memorial Hospital 888 S. King Street Wailuku, Hawaii 96793	Wade Hiraga (after hours) Ph: 242-2064 MAUI
Clinical Labs of Hawaii 1831 Wilipa Loop Wailuku, Hawaii 96793	Alison Horie Ph: 244-5567 MAUI
Wilcox Memorial Hospital Laboratory 3420 Kuhio Highway Lihue, Hawaii 96766	Rolinda Deyro Ph: 245-1088 Carlene Oshiro Ph: 245-1087 KAUAI
Concentra Medical Center (Airport Urgent Care) 545 Ohohia Street Honolulu, Hawaii 96819	Jennifer Nakahara Ph: 831-3000

APPENDIX E

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

I, _____ request/authorize
(Name of employee-patient)

_____ to disclose to _____
(Name of Company) (Name of party to receive information)

the following information: _____

for the limited purpose of _____

I understand that this consent is subject to revocation at any time to the extent that the
EMPLOYER has already disclosed such information in reliance upon this consent form. If not previously
revoked, this consent will terminate upon _____
(Specific date, event or condition)

Signature of Employee

Date signed

Original to employee's file

APPENDIX F
MEMORANDUM

TO: _____
(Name of Employee)

FROM: _____
(Name of Company)

DATE: _____

RE: CONFIDENTIALITY OF ALCOHOL AND DRUG ABUSE PATIENT RECORDS.

The records maintained by _____
(Name of Company)

("the Company") in relation to its employee assistance program for alcohol or drug abuse are protected by federal law and regulations.

The Company cannot disclose information identifying you as a patient or participant in such program except in the following limited circumstances:

1. You (the participant) have consented in writing;
2. The disclosure is required by a court order.
3. The information is necessary to meet a medical emergency involving you;
4. The information is required by qualified personnel or research, audit or program evaluation.

Violation of the federal law and regulations by a program is a crime. Suspected violations may be reported to appropriate authorities in accordance with federal regulations.

Federal law and regulations do not protect any information about a crime committed by a patient either at a program or against any person who works for the program or about any threat to commit such a crime.

Federal laws and regulations do not protect any information about suspected child abuse or neglect from being report under state law to appropriate state or local authorities.

Copy to employee's file