

LABOR AGREEMENT

&

RELATED DOCUMENTS

By and Between

INTERNATIONAL UNION OF

PAINTERS AND ALLIED TRADES

PAINTERS LOCAL UNION 1791, AFL-CIO

and

PAINTING AND DECORATING

CONTRACTORS ASSOCIATION

OF HAWAII

January 1, 2022 to December 31, 2026
Honolulu, Hawaii

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AGREEMENT

THIS AGREEMENT effective the 1st day of January, 2022, by and between the Painting and Decorating Contractors Association of Hawaii (hereinafter called "Association"), members of the Association and other employers signatory hereto (all hereinafter called "Employers") and International Union of Painters and Allied Trades, Local Union 1791, AFL-CIO (hereinafter called "Union").

WITNESSETH:

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

WHEREAS, Employers represented by the association and other signatory employers to this agreement currently employ painter forepersons, journeypersons, and apprentices in the painting industry in the State of Hawaii; and who are assigned to projects outside the State of Hawaii; and

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

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

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

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

WHEREAS, the Association and Employers pursuant to Section 9(a) of the National Labor Relations Act (29 U.S.C. S159(a)) voluntarily agree to recognize and do hereby recognize the Union as the exclusive bargaining representative of all bargaining unit employees as described herein.

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

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

Sec. 1. DEFINITIONS

Unless otherwise defined specifically herein, the term:

- A. "Association" means the Painting and Decorating Contractors Association of Hawaii, its successors and assigns.
- B. "Employer" includes any individual, partner, corporation, joint venture or business entity which is signatory to this Agreement as an Employer.
- C. "Union" means International Union of Painters and Allied Trades, Painters Local Union 1791, AFL-CIO.
- D. "Member Employer" means an Employer who is a member of the Association.
- E. "Non-member Employer" means an Employer who is not a member of the Association.
- F. "Employee" means any person employed by an Employer under this Agreement.
- G. "Agreement" means this collective bargaining Agreement between the Association and Employers, and the Union.
- H. "PSIG" means an Employer who is a member of the Painting and Decorating Contractors Association of Hawaii Workers' Compensation Self-Insurance Group.

Sec. 2. COVERAGE

- A. This Agreement covers all employees of the Employers classified and performing work as foreperson, sub-foreperson, journeyperson, and apprentices including but not limited to workers performing work as painters, paper hangers, applicators of wall fabrics, abrasive blaster, abrasive blasting containment, mold and fungi abatement/removal/containment, texture coatings, floor coatings, roof coatings, waterproofing, asbestos removal/containment, lead abatement/containment, thermo stripers, thermos insulated coating, exterior insulating finishing system, epoxy injection and t-lock welding, caulking and puttying specializers, spray painters, spray foam applicators, masonry and concrete spall/patch repairers, underlayment with mortar/grout pump, substrate resurfaces cement base, drywall tapers, and taper trainees in the State of Hawaii, or who are assigned to projects outside the State of Hawaii, but does not cover office clerical employees, watchperson, or supervisors (except foreperson) as defined in the National Labor Relations Act, as amended.
- B. This Agreement covers all work within the jurisdiction of the Union as established in the Union's constitution and recognized by the Building Trades Department of the AFL-CIO.

Sec. 3. UNION RECOGNITION

The Employers recognize the Union as the sole and exclusive collective bargaining representative of all employees as defined herein.

Sec. 4. ASSOCIATION RECOGNITION

The Association represents to the Union that it has been authorized by its members to represent them in all matters relating to negotiation of wages, hours, and other conditions of employment. The Union recognizes the Association as the sole and exclusive bargaining representative of all its members, provided, however, that no member will be covered by this Agreement unless it is a signatory hereto, and provided, further, that no person or business entity which joins the Association after the execution of this Agreement shall be covered thereby unless and until it becomes signatory thereto with the consent of the Union.

Sec. 5. MAINTENANCE OF MEMBERSHIP AND AGENCY SHOP

- A. Present Member. Each employee who is a member of the Union on the effective date of this Agreement shall continue as a member of the Union in good standing as a condition of employment.
- B. New Employee. Each new employee who is not a member of the Union at the time of employment shall become a member of the Union not later than 7 days after he/she is first employed and shall thereafter continue as a member of the Union in good standing as a condition of employment. A present non-member employee is a "new employee" when he/she starts to work for another Employer.
- C. Present Non-members. Each present employee who is not a member of the Union shall immediately following the expiration of 7 days after the effective date of this Agreement choose as a condition of continued employment either (1) to become and remain a member of the Union in good standing for the duration of this Agreement, or (2) pay to the Union for the duration of this Agreement either directly or by means of the authorized deduction form attached hereto as Exhibit "C", a monthly amount equal to the membership dues uniformly required of employees in his/her same category who are members of the Union.

Sec. 6. AUTHORIZED DEDUCTIONS

- A. If an employee signed the form in use prior to the effective date of this Agreement authorizing deductions from his/her wages or signs the authorization form attached hereto as Exhibit "C", his/her Employer shall deduct from his/her wages, Union assessments, and vacation allowances.
- B. If an employee does not have enough wages on any payroll from which such deductions may be satisfied, the deductions shall be made from the next succeeding payroll until such deductions are satisfied. Deductions for government taxes, for paying debts of employee to his/her Employer, and deductions required by law to be made by the Employer shall have priority over deductions payable pursuant to the authorization.
- C. The Union shall indemnify and hold blameless the Employer from any claims that may be made upon it for or on account of any such deductions from the wages of an employee.

Sec. 7. HIRING AND REFERRAL

The hiring and referral procedure attached hereto as Exhibit "B" is a part of this Agreement and shall be followed by the Employers, the employees, and the Union. It is understood that the Employer reserves the right to reject any applicant for employment or to lay off any employee,

except under no circumstances shall the Employer dismiss or otherwise discriminate against any employee for making a complaint or giving evidence with respect to an alleged violation of this Agreement.

Sec. 8. MANAGEMENT PREROGATIVES

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

- A. The Employer reserves the right to reject any applicant for employment.
- B. The Employer reserves the right to hire, assign work, lay off, recall a member who has been employed with the company within the last 30 months, and/or fire employees without regard to seniority.

Sec. 9. EMPLOYER REQUIREMENTS

- A. No Employer shall be a party to this Agreement unless he/she maintains a legitimate place of business, is financially able to meet payroll requirements every week, complies with the State of Hawaii Workers' Compensation Law, Hawaii Employment Security Law, Social Security Act, and all other State and Federal laws enacted to protect or benefit the employees.
- B. The Employers' business must be that of painting and decorating or drywall application, who employs at least one journeyperson, who maintains at all times a permanent address as the principal place of business, and whose principal contracting business is the execution of contracts requiring the art, science, knowledge, experience, skill and ability to examine surfaces intelligently and specify and execute the preliminary and preparatory work necessary to bring such surfaces to a condition where, under an agreed specification, acceptable work can be executed with the use of any and/or all of the following subdivisions of the painting industry as listed below.
- C. The Employer shall notify the Union in writing of the names of all its owners, partners, or corporate officers prior to the signing of this Agreement. Upon any subsequent change in one or more officers, owners, or officials, the Union shall be promptly notified in writing.
- D. Any person who signs this Agreement for an Employer must be authorized for this purpose, and shall produce proof of such authorization on demand by the Union or the Association.
- E. Any Employer who does not have a satisfactory past performance record of compliance with terms of labor agreements, or of supervision of workmen, or of ethical business practices, will be required to post a bond with the Joint Industry Committee for a period of one year. If the Employer fails to comply with the terms of this Agreement in a satisfactory manner, said Employer shall forfeit its bond and the Joint Industry Committee is authorized, at its discretion, to terminate the Agreement with respect to said Employer.
- F. Every Employer shall be licensed by the State Contractors License Board to perform work as a painting and decorating contractor, and/or waterproofing contractor, and/or asbestos removal contractor, and shall utilize in his work the following materials:

Paints, Pigments, Oils, Turpentine, Japan Driers, Thinners, Varnishes, Lacquers, Shellacs, Stains, Fillers, Waxes, Cement, Joint Cement, Water and other vehicles; mediums that may be mixed, used and applied to the surfaces of materials and buildings, edifices, structures, monuments, and the appurtenances thereto, of every type and description in their natural state or condition, or constructed or fabricated of any material or materials whatsoever, and to apply felt, glass, asphaltum, pitch, silicone, elastomeric coatings, sheet membranes or any other materials or combination of materials to surfaces to prevent water and water vapor from penetrating and passing the materials. Work shall include, but not be limited to, waterproofing exterior walls and between slabs, both above and below grade, planter boxes, and application to parking decks, play courts, and walking decks to form a watertight non-skid surface.

G. Employers shall provide work or services pertaining to the following:

1. Application of texture materials of all types on all surfaces including insulating, acoustical, and foam products;
2. Painting, flushing and taping of drywall surfaces;
3. Application of wallpaper, wall fabrics and all types of covering or coatings whether decorative or protective, and all preparatory work necessary before said application;
4. Application of tar products or products of similar nature whether they are plastic, vinyl, acrylics, epoxies, esters, urethanes, or any new products of this nature;
5. Wet or waterproofing coatings;
6. Application of bond breakers materials;
7. Pertaining to surface preparation, coatings and finishing of all floors;
8. Priming and finish coats on fabricated metal or steel products in the fabricating shops;
9. Surface preparation of all types, including abrasive blasting, steam cleaning, building washing, hydro blasting/water jet and all the methods used in the removal of previously painted surfaces, including also caulking, tuck pointing, spall repairing, spackling, simulated acoustical ceiling texture and wood dough work;
10. Painting of lines, arrows, bumpers, and curbs on parking lots, air fields, highways, game courts (both indoor and outdoor) and other such surfaces; installation and the maintenance thereof, including lines of metal, plastic or composition materials used instead of paint;
11. Lead abatement, asbestos removal, encapsulation, containment and all related work;
12. Erecting, moving and dismantling scaffolding used by employees in performance of their work;
13. The operation of all equipment used by employees;
14. Mold and fungi abatement/removal; and

15. All products and methods of application which have been or may be awarded to the Painters International through jurisdictional procedure.

- H. Employers who become parties to this Agreement by virtue of their activity in specialized aspects of the painting trade shall confine themselves exclusively to their specialty, and shall not engage in any other work covered by this Agreement without first obtaining any Hawaii license that may be required by law for such other work, or also obtaining approval of the Joint Industry Committee.
- I. The contractor or Employer party to this agreement, when engaged in work outside the geographical jurisdiction of the Union party to this Agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from the residents of the area where the work is performed or from among persons who are employed the greater percentage of their time in such area; any others shall be employed only from the contractor's home area.
- J. The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to this Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said 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 Local Union or District Council 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.
- K. Any Employer party hereto shall be signatory in all other areas outside the geographic jurisdiction of the Union party to this Agreement.

Sec. 10. HOURS OF WORK

- A. Ten consecutive hours, except for one-half hour for lunch period; shall be a standard work day. Forty hours, Monday through Saturday inclusive, shall be a standard work week. If an employee is told to standby for any reason, said employee shall be paid at the appropriate rate of pay while standing by.
- B. All work performed in excess of 10 consecutive hours per day or 40 hours per week shall be paid for at one and one-half times the regular rate. All work performed on Sunday and Holidays as recognized in Sec. 12, Holidays, of this Agreement shall be paid at one and one-half times the regular rate.

C. On a selected basis, when needed, Sunday and work up to 12 hours/day may be considered a standard work day with the prior written approval of the Union. Sundays may not be used as a make-up day.

Sec. 11. OVERTIME: PERMIT

- A. All work performed outside of the standard work day or the standard work week shall be paid for at one and one-half times the regular rate.
- B. Note: It is expressly understood that on State and County work, the Hawaii's prevailing wage law, Hawaii Revised Statutes, Chapter 104 shall prevail.
- C. For all work performed on Sundays, a work permit shall be obtained by the Employer no later than quitting time or 4:30 p.m. of the previous Friday, giving location of job and number of men to be worked.

Sec. 12. HOLIDAYS

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

New Year's Day	Independence Day
Martin Luther King, Jr., Day	Labor Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
King Kamehameha Day	Christmas Day

B. No work shall be performed on Labor Day except in case of emergency

C. Holidays which Fall on Saturday or Sunday:

1. In the event any of the ten (10) above-listed holidays fall on a Saturday, then the preceding Friday shall be observed as the holiday.
2. In the event any of the ten (10) above-listed holidays fall on a Sunday, then the following Monday shall be observed as the holiday.

D. Switching and/or Substitution of any Holidays:

On a project-by-project basis, the Contractor may, by mutual agreement with the Union, "switch" any of the ten (10) above-listed holidays to a day other than the day on which it falls, unless it conflicts with State and Federal laws.

Sec. 13. CLASSIFICATION AND WAGES

- A. The hourly minimum rate of wages for all journeyperson and apprentice painters shall be paid in accordance with the attached Exhibit "A", titled Classifications, Wage and Benefits, attached hereto, is part of this Agreement.
- B. The wage and benefit increases provided in Exhibit "A" shall be paid to all employees on the first full pay period after the effective date except:

1. The Employer may finish job(s) at the rate in effect on the date the job contract is signed between the employer and the awarding authority.
2. However, no job will be allowed to be more than two years behind. It is further understood that all fringe benefits must remain current.
3. The Employer must register all jobs under contract, giving the name of the job, award date and approximate completion date. Thereafter the Employer must, upon demand of the Union, immediately show written proof as to when the job contract was signed between the Employer and the Awarding Authority.

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

1. Wages and Benefits. The contractor shall pay only the wages and fringes established by Davis-Bacon at the time of bid, for the duration of the project, unless the bid documents include a specific provision governing wage and benefit increases in which case the contract provision will govern. However, health and welfare benefits will be paid current as set forth in this collective bargaining agreement.
2. Overtime Work. Overtime work shall be paid under the laws established by the Contract Work Hours and Safety Standards Act (Any work performed over 40 hours, Sunday-Saturday, shall be compensated for at one and one-half times the employee's regular hourly rate of pay).
3. Sundays and Holidays. Work performed on Sundays and Holidays shall be paid at one and one-half times the employee's regular hourly rate of pay. The Holidays shall be only those set forth by the Federal Government.
4. Other Requirements. All other conditions and requirements shall comply with those set forth in this collective bargaining agreement.

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

E. If the parties are unable to reach a mutual agreement on the distribution of any of the scheduled increases, such increases shall be distributed between wages and/or fringes.

Sec. 14. TIME AND MODE OF PAYMENT OF WAGES

- A. Weekly Payment. Wages shall be paid weekly, each Friday, not later than quitting time and not more than one week's wages may be withheld at any time.
- B. Mode of Payment. All wages shall be paid either in lawful currency or negotiable check, together with a statement of earnings and deductions showing the Employer's name, and the employee's name, rate of pay, date and hours worked, all deductions made and amount due. The payment shall conform with all provisions pertaining to the payment of employees as required by Federal and State laws.

- C. Discharged Employee. An employee discharged must be paid in full by no later than quitting time of the same day. For off-island work, the employee shall be paid in full within three (3) working days.
- D. Late Payment. When wages due and payable are not received on the stipulated pay day or when a payroll check given by an Employer fails to clear the bank and is returned to the employee, the employee shall be paid \$20.00 per day from the due date including Saturdays, Sundays, and Holidays, as liquidated damages.
- E. Checks Not Honored. No employee shall continue to work for an Employer whose check was not honored because of insufficient funds. He/she shall not return to work until all outstanding pay checks have been honored and satisfactory arrangements for future payments have been made. If the Employer is deemed a willful violator by the Joint Industry Committee, the Employer shall be required to post a bond commensurate with their payroll before any person is referred for employment.
- F. Wage Dispute. In the event of a dispute regarding the payment of wages the Employer shall place the compensation involved in escrow with the Joint Industry Committee pending a decision by the committee on the dispute.

Sec. 15. WORKING RULES

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

- A. Ratio of Apprentices to Journeypersons. The ratio of apprentices to journeypersons shall not be more than two apprentices to one journeyperson. The ratio shall be determined on a shop basis.
- B. Foreperson and Sub-foreperson on all jobs requiring 4 or more employees, one shall be designated as a sub-foreperson by the Employer. On jobs having a sub-foreperson, workers are not to take directions or orders, or accept the layout of any job from anyone except the sub-foreperson. No sub-foreperson of one job shall at the same time perform work or supervise work on another job. The sub-foreperson shall be a worker under the immediate supervision of a foreperson or supervisor and who is required to give directions or lay out work for 4 or more workers for more than one day.
- C. Show-up Time. Any employee reporting for work, who has been working on the previous work day and had not been notified that there would be no work on the following day or had not been notified that he/she is laid off, shall receive at least 2 hours of work, or if there is no work available, 2 hours pay at his/her regular rate of pay except in cases and conditions beyond the control of the Employer. This provision shall not apply when any employee who has not worked on the previous work day and reports for work without first notifying the Employer of his/her availability to report for work.
- D. Employee Requirements. The following tools are to be furnished by all journeypersons and apprentices and must be in their possession on the job at all times:
 1. One putty knife
 2. One broad knife

3. One or more dusters
4. One claw hammer
5. One large and one small screwdriver (Slotted and Philips types)
6. One or more pliers (Channel lock)
7. Bag or tool box (preferably tool box), with lock, to carry tools
8. Uniform of the painting craft (white)
9. Two (2) Crescent wrenches

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

E. Qualification of Workers. Workers, when reporting to the employer shall be qualified in all respects, including being certified as properly trained in first aid, CPR, hazard communication, fall protection, general safety and other required training for the painting trade. The worker shall also have a medical clearance for the use of respirators, and be trained in their use and maintenance. Additional training/testing requirements, as imposed by government regulations, and as determined by the DC50 Joint Apprenticeship Training Committee (JATC) shall be included in this Agreement. The worker shall also:

1. Pass a Drug Test.
2. Pass a pre-placement physical, where required.
3. For entry level workers, pass an agility screening.
4. Be current in all their core certifications.
5. Successfully pass Painting Industry of Hawaii's skill level examination.

Each worker assigned to an employer shall provide the employer with written verification of the foregoing qualifications, trainings and certifications.

6. High School Diploma or equivalent.
7. Driver's License

F. Employer Requirements. The Employer shall furnish all other necessary tools and equipment. Workers will be held responsible for the tools or equipment issued to them.

G. Safety. Adequate safety and protective devices shall be supplied to the workers by the Employer on all work in accordance with applicable State or Federal safety regulations (i.e., hard hat; safety glasses; half-face/full-face respirators; respirator cartridges; harnesses; lanyards, etc.). Workers shall observe the Employer's instructions in the matter of safety if such instructions are not in conflict with Federal or State safety regulations. Any Employer or

employee who violates this provision may be fined, suspended or otherwise penalized by the Joint Industry Committee.

- H. Clean-up Time. The employees shall have 5 minutes of personal clean-up time before quitting time.
- I. Furnishing of Workers. The Union will not furnish workers to, nor allow its members to work for non-signatory Employers engaged in the same class of work as signatory Employers.
- J. Subletting Restricted. An Employer may sublet work covered by this Agreement only to Employers signatory to this Agreement.
- K. Lending Employees. An Employer shall not loan or cause to be loaned any workers employed by him under the terms of this Agreement to any other Employer signatory to this Agreement without first notifying the Union.
- L. No Piece Work. No Employer shall directly or indirectly or by any subterfuge, sublet or contract with members of the Union all or any part of the labor services required by the contract of any such Employer, nor shall any employee accept work from any Employer on a subcontract or piece-work basis.
- M. No Double Identity. No journeyperson painter will be allowed to engage in the business of contract painting until he/she furnishes proof of his/her qualifications to the Joint Industry Committee as set forth in Section 9. No Employer will be allowed to work for another Employer as a journeyperson. There shall be no double identity and before an applicant changes from Employer to journeyperson or vice versa, he/she shall appear before the Joint Industry Committee and show, to the satisfaction of the Joint Industry Committee, that the change is being made in good faith.
- N. Personal Automobile. The Employer will not require any employee to use his/her personal automobile to transport workers or material.
- O. Apprentices shall not under any circumstances supervise or give work orders to journeypersons.
- P. When an employee who is injured in the course of his/her employment returns to work the same day after receiving any necessary first aid or medical attention, he/she shall be paid for all time lost at the straight time rate; however, if he/she receives medical advice not to return to work, he/she shall receive 8 hours' pay for that day; provided further, however, that the Union shall not compel the Employer to take back any employee who has been instructed to return to "light duty work" by employee's attending physician.
- Q. Upon approval of the Union; employees of PSIG members, may elect to participate in the Rehabilitation Agreement.

Sec. 16. CONDUCT OF UNION AFFAIRS

- A. Stewards. The Union may appoint a steward at any shop on any job where workers are employed. The steward shall see that this Agreement and working rules are observed. He/she shall be allowed sufficient time to perform these duties during regular working hours. Under no circumstances shall the Employer dismiss or otherwise discriminate against any

employee for making a complaint or giving evidence with respect to an alleged violation of this Agreement.

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

Sec. 17. GRIEVANCE PROCEDURE

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

Step #1 A written and signed complaint must be presented to the Union within fifteen (15) work days from the date the alleged grievance occurred.

Step #2 The Union Representative and the Employer or his/her representative shall attempt to adjust the grievance or dispute promptly.

Step #3 If the grievance or dispute is not satisfactorily adjusted at Step #2 within 30 working days after being submitted, it shall be referred to the Joint Industry Committee. If a member of the Joint Industry Committee is a party to the grievance or dispute, he/she shall be replaced by an alternate.

Step #4 If the Joint Industry Committee cannot reach a decision by a majority vote within 30 days after the grievance or dispute is first submitted to it, then the grievance or dispute shall be submitted to arbitration. Because of the complexities and the constantly changing interpretations of the specific laws involved, in cases involving alleged charges of discrimination or alleged OSHA violations, the Joint Industry Committee may elect to by-pass acting on such cases, and instead refer such cases to the State or Federal agencies in charge of such matters.

Sec. 18. ARBITRATION

A. Within 15 days after the Joint Industry Committee reaches an impasse on a grievance decision, the Association and the Union shall mutually agree upon an arbitrator. If the parties cannot agree, the arbitrator shall be selected by the First Judge of the U. S. District Court of Hawaii.

B. The decision of the arbitrator shall be limited to matters relating to the agreement. The arbitrator shall not amend the Agreement.

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

D. All fees and expenses of the arbitrator shall be borne equally by the Union and the Association (or non-member employer in grievance involving non-member Employers). Each party shall bear the expenses for the presentation of its own case.

E. In addition to other determinations, the arbitrator may also determine back pay awards, fines, monetary penalties or damages.

F. No grievance subject to the grievance procedure or arbitration shall be recognized unless considered in Step #1 within reasonable time from the date of the alleged violation.

Sec. 19. JOINT INDUSTRY COMMITTEE

A. Composition.

1. To better the relationship between the Union and the Employer, there is hereby established a Joint Industry Committee (hereinafter "committee") composed of 3 members representing the Employers and appointed by the Association, and 3 members representing the Union and appointed by the Union. Both sides may select alternates who may vote when regular members are absent. Authorized actions of the members of the committee or their agents shall be in the name of the committee.
2. The Union, the Association, Employers and members of the committee shall not be liable for unauthorized acts of members of the committee.
3. A member of the committee shall not be liable to any party to this Agreement for any action made within the scope of his/her authority. Every party signatory to this Agreement releases each member of the committee from any liability for actions made within the scope of a member's authority.

B. Scope and Authority. The authority of the members of the committee is limited by the terms of this Agreement. The committee may determine questions relating to the application of, interpretation of and alleged violations of this Agreement. The committee shall not modify the terms of this Agreement.

C. Powers. Except in cases where the violation was caused by reasons beyond the control of a person, any person who violates this Agreement may be fined, suspended or otherwise penalized by the committee.

D. Establish Own Rules. The committee shall establish and determine its rules of procedure and shall set the time and place for committee meetings. The Employer members of the committee may expend funds entrusted to it to employ persons to assist in carrying out the authorized business of the committee.

E. Quorum. In the transaction of official business of the committee, 2 members representing each party shall constitute a quorum.

F. Voting. The unit rule shall govern and any decision reached by the committee must be by a majority vote.

G. Decision Binding. The decision of the committee shall be final and binding upon all parties to this Agreement.

H. When the committee receives a grievance or dispute it shall send notice by certified mail thereto to the parties involved. The Employer involved may then designate any other signatory Employer to serve as a member of the committee in place of a regular Employer member. The Employer involved may be present or be represented by anyone, other than legal counsel, at any meeting during which the matter is heard and may present evidence and testimony on his/her behalf. If the Employer fails or refuses to designate a person to serve

as a member of the committee, or fails or refuses to appear at the scheduled meeting, the committee as regularly constituted may consider and decide the matter before it.

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

Sec. 20. PRESERVATION OF WORK CLAUSE

- A. To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent 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, exercise 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.
- B. All charges of violations of the above shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of this section, the Joint Industry Committee or Arbitrator shall be able, at the request of the Union, to require the Employer to pay 1) to effected 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 Industry Committee or Arbitrator shall be able to provide any other appropriate remedies, whether provided by law or this Agreement. The Union shall enforce a decision of the Joint Industry Committee or Arbitrator under this section only through arbitral, judicial, or governmental (for example, the National Labor Relations Board) channels.
- C. If, after an Employer has violated this section, the Union and/or the Trustees of one(1) or more Joint Trust Funds to which this agreement requires contributions institute legal action to enforce an award by the Joint Industry Committee or an Arbitrator 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 Industry Committee, plus cost of litigation, that have resulted from such legal action. This section does not affect other remedies, whether provided by law or this section that may be available to the Union and/or the Joint Trust Funds.

Sec. 21. STRIKES AND LOCKOUTS

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

Sec. 22. TRANSPORTATION AND SUBSISTENCE ALLOWANCE

- A. Transportation.
 - 1. Local Transportation. As a convenience to its employees, the Employer may furnish employees with transportation to and from the shop to job site. Employees desiring such transportation shall report to the shop, or a designated pick-up place, previously agree to, in sufficient time so that the employee will be on the job site at the regular starting time and shall remain on the job site until the regular quitting time.
 - 2. Parking Expense: Where free parking is not available within 2,000 feet of a jobsite, the Contractor shall reimburse employees from a designated parking area, provided that the employee presents a signed and dated receipt for each parking expenditure. The Contractor may, however, at this option, furnish transportation from a designated parking area where parking is free to and from the jobsite, rather than reimburse the employees for such parking expenditures.
- B. Subsistence Allowance, Off-Island. When an employee is required to report to work on any island in the State of Hawaii other than the island on which he/she resides, or if he/she is required to remain away from home overnight on the island on which he/she resides, the Employer shall:
 - 1. Provide suitable round trip transportation, but the Employer is not obligated to pay for an employee's return transportation if the employee is discharged for just cause, or if the employee does not stay on the work project for 30 days or until the work project is completed, whichever comes first;

2. Pay a subsistence allowance in accordance with Schedule "A" below; or, provide suitable housing and pay a meal allowance in accordance with Schedule "B" below. Suitable housing is defined as not more than two (2) persons per room, excluding bathrooms and kitchens.

- a. Schedule "A" - Subsistence Allowance:

Effective 01/01/22	\$80.00 per day
Effective 01/01/23	\$80.00 per day
Effective 01/01/24	\$80.00 per day
Effective 01/01/25	\$80.00 per day
Effective 01/01/26	\$80.00 per day

- b. Schedule "B" - Meal Allowance:

Effective 01/01/22	\$48.50 per day
Effective 01/01/23	\$49.50 per day
Effective 01/01/24	\$50.50 per day
Effective 01/01/25	\$51.50 per day
Effective 01/01/26	\$52.50 per day

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

3. On Hawaii Island, members living in the Hilo side of the island and are working on projects located on the Kawaihae Road to Kona, shall be provided with suitable transportation. Members living in the Kona side of the island that are working on projects located past Honokaa shall be provided with suitable transportation. If transportation cannot be provided and it is determined that a member must commute that day using his own vehicle, the employer must pay a transportation per diem in the amount of \$40.00 per day effective January 1, 2022. If the employee is required to stay overnight, then adequate lodging must be provided by the Employer. Members living on Maui that are working on the island of Lanai shall be compensated with full subsistence per day, if not provided with suitable housing.
4. Furnish the Union with the following information before starting out of town work:
 - a. Location and nature of work;
 - b. Approximate starting and completion days.
5. At his expense provide each employee with one round-trip home every 4 weeks on the jobs exceeding 30 days' duration.

Sec. 23. VACATION FUND

- A. The existing "Painting Industry of Hawaii Vacation Fund" (hereinafter "vacation fund"), shall continue under the existing trust agreement, as amended, incorporated herein by reference.

- B. Contributions. Exhibit "A" titled Classifications; Wages and Benefits, attached hereto, is part of this Agreement. Effective on the dates provided in said Exhibit "A", each Employer shall contribute to the vacation fund, the amount provided in said Exhibit "A" for each compensable hour worked by each of its employees. If the Association, the Union, or vacation fund participates as Employers, effective on the dates provided in said Exhibit "A", they shall contribute to the vacation fund the amounts per hour provided in said Exhibit "A", multiplied by the number of hours worked per month as specified in accordance with the Painting Industry of Hawaii Vacation Trust Fund Participation Agreement, for each of their respective employees
- C. The Employer shall withhold or deduct taxes as required by law on the vacation fund contributions from the wages of each of his employees.

Sec 24. VACATION FUND ADMINISTRATION FEE

- A. A Trust Fund Administration account shall be established to which each Employer shall contribute the amounts as reflected in Exhibit "A" as attached.
- B. Said account shall be operated under the control and supervision of an Administrative Committee composed of three persons appointed by the Union and three persons and one alternate person appointed by the Association.
- C. The Trust Fund Administration account shall be used: (a) to pay the expenses of administering the Vacation Trust Fund and (b) as determined at the sole discretion of the aforesaid Administration Committee, to either wholly or partially pay or subsidize any or all of the expenses of administering any other Trust Fund or Funds provided for in this Agreement.
- D. The Administration Committee is hereby given the authority to, and may at its discretion, temporarily reduce the cents-per-hour contribution or order a temporary discontinuance of payments into said Trust Funds Administration account if in its judgement an unjustified surplus accumulates in said account.
- E. The Negotiating Committee representing the Association and the Union may determine annually the proper hourly contribution to this fund.

Sec. 25. HEALTH AND WELFARE FUND

- A. The existing "Painting Industry of Hawaii Health and Welfare Fund" (hereinafter "health fund") shall continue under the existing trust agreement, as amended, incorporated herein by reference.
- B. Contributions. Exhibit "A", titled Classification, Wages and Benefits, attached hereto, is part of this Agreement. Effective on the dates provided in said Exhibit "A", each Employer shall contribute to the health fund, the amount provided in said Exhibit "A" for each compensable hour worked by each of its employees. If the Association, the Union, or health fund participates as Employers, effective on the dates provided in said Exhibit "A", they shall contribute to the health fund the amounts per hour provided in said Exhibit "A", multiplied by the number of hours worked per month as specified in accordance with the Panting Industry of Hawaii Health and Welfare Fund Participation Agreement, for each of their respective employees

Sec. 26. TRAINING FUND

- A. The Employers and the Union shall continue the existing training fund known as the "District Council 50 Joint Apprenticeship Training Fund" (hereinafter "training fund"), under the existing trust agreement, as amended, incorporated herein by reference.
- B. Contributions. Exhibit "A", titled Classifications, Wages and Benefits, attached hereto, is part of this Agreement. Effective on the dates provided in said Exhibit "A", each Employer shall contribute to the training fund, the amount provided in Exhibit "A" for each compensable hour worked by each of its employees. The training fund shall provide for a minimum contribution of ten cents (\$.10) per hour for each employee covered under this Agreement to the Joint Apprenticeship and Training Fund.

Sec. 27. APPRENTICESHIP AND TRAINING

- A. Standards. The Apprenticeship Standards for Painters as amended and approved for registration with the State of Hawaii and the U.S. Department of Labor, is incorporated herein by reference.
- B. Joint Training Committee; Composition. There shall be a Joint Apprenticeship and Training Committee (hereinafter "training committee") for the painting and decorating industry. The training committee shall be composed of 6 members, 3 appointed by the Association and 3 appointed by the Union. One alternate committeeperson may be appointed by the Association and one appointed by the Union to serve when a respective committeeperson is absent.
- C. Authority. The committee shall supervise and administer all apprenticeship and training matters in accordance with this Agreement and standards of the painting and decorating industry. The training committee shall establish and determine its rules of procedure and shall set the time and place for committee meetings. The training committee may expend funds entrusted to it to employ persons to assist it in carrying out the business of the committee, to maintain adequate records, and for other purposes necessary to the committee's authorized authority.
- D. Indenture Required. All apprentices shall be indentured by the training committee and shall be given preference when the Employers require apprentices.
- E. Employer Must Be Qualified. An Employer wishing to hire apprentices must first be approved as a training agency by the training committee and must request the apprentice from the training committee.
- F. Class Attendance Required. All apprentices employed in the trade shall attend instructional classes established by the training committee for the training of said apprentices. Each Employer shall assist in the enforcement of all rules and regulations now in effect or hereafter adopted by the training committee, and agrees to discharge and not rehire any apprentice who fails to comply with orders of the training committee or whose apprenticeship agreement is cancelled pursuant to Apprenticeship Standards, Rules and Regulations.

G. Transfer.

1. If the training committee determines an apprentice is being given insufficient or improper job or shop experience, the situation shall be studied and such adjustments shall be made as necessary or practical.
2. The training committee may call the Employer or the Employer's agent to its meetings and interview them regarding the training or apprentices.

H. Restricted Wages and Benefits of Apprentices. Contributions to the Health & Welfare Trust Fund shall remain current for all Apprentices. Contributions to the Vacation Fund, Annuity Fund and Training fund shall be as stated in Exhibit "A". No other contributions shall be made for or on behalf of the Apprentices.

I. Settlement of Dispute.

1. If there is any dispute involving apprenticeship and training which cannot be satisfactorily resolved by the training committee, such dispute shall be submitted to the Joint Industry Committee within 30 days thereafter. The decision of the Joint Industry Committee shall be final and binding upon all parties to this Agreement.
2. If the Joint Industry Committee is unable to resolve the problem satisfactorily, the dispute shall be submitted to an arbitrator in accordance with the arbitration provisions of Section 18.

J. Reinstatements. Former Apprentices who requested to be reinstated, may be reinstated in the program at the current Apprentice rate in effect at time of reinstatement.

Sec. 28. LABOR MANAGEMENT COOPERATION FUND OF HAWAII

A. The existing "Labor Management Cooperation Fund of Hawaii" (hereinafter "LMCF") shall continue under the existing trust agreement, incorporated herein by reference.

B. Contributions. Exhibit "A", titled Classification, Wage and Benefits, attached hereto, is incorporated herein by reference as part of this Agreement. Effective on the dates provided in said Exhibit "A", each Employer shall contribute to the LMCF, the amount provided in said Exhibit "A" for each compensable hour worked by each of its employees. The LMCF shall contribute to the Labor Management Cooperation Initiative ten cents (\$.10) for each hour or portion thereof for which an employee receives pay.

Sec. 29. TRADE PROMOTION AND CHARITY FUND

A. The existing "Painting Industry of Hawaii Trade Promotion and Charity Fund" (hereinafter "TP&C") shall continue under the existing trust agreement, incorporated herein by reference.

B. Administration of Fund. The TP&C shall be under the control of a Board of Trustees of three Employers appointed by the Association. The Union may appoint three persons to serve on an advisory committee to advise the Board of Trustees on matters concerning charitable contributions. The Board of Trustees, however, is not obligated in any way to accept the advice of the advisory committee.

C. Contributions. Exhibit "A", titled Classifications, Wages and Benefits, attached hereto, is part of this Agreement. Effective on the dates provided in said Exhibit "A", each Employer shall contribute to the TP&C, the amount provided in said Exhibit "A" for each compensable hour worked by each of its employees, which shall be used to promote the Painting Industry, of which two cents (\$0.02) shall be used for the purpose of making charitable contributions in behalf of the Painting Industry, the employees and the Employers.

Sec. 30. ANNUITY FUND

A. The existing "Painting Industry of Hawaii Annuity Fund" (hereinafter "annuity fund") shall continue under the existing trust agreement, incorporated herein by reference.

B. Contributions. Exhibit "A", titled Classifications, Wages and Benefits, attached hereto, is part of this Agreement. Effective on the dates provided in said Exhibit "A", each Employer shall contribute to the annuity fund, the amount provided in said Exhibit "A" for each compensable hour worked by each of its employees. If the Association, the Union, or annuity fund participates as Employers, effective on the dates provided in said Exhibit "A", they shall contribute to the annuity fund the amounts per hour provided in said Exhibit "A", multiplied by the number of hours worked per month as specified in accordance with the Painting Industry of Hawaii Annuity Trust Fund Participation Agreement, for each of their respective employees.

Sec. 31. RESERVE BENEFIT

A. The existing "Painting Industry of Hawaii Reserve Benefit Fund" (hereinafter "reserve benefit fund") shall continue under the existing trust agreement, incorporated herein by reference.

B. Contributions. Exhibit "A", titled Classifications, Wages and Benefits, attached hereto, is part of this Agreement. Effective on the dates provided in said Exhibit "A", each Employer shall contribute to the reserve benefit fund, the amount provided in said Exhibit "A" for each compensable hour worked by each of its employees. If the Association, the Union, or reserve benefit fund participates as Employers, effective on the dates provided in said Exhibit "A", they shall contribute to the reserve benefit fund the amounts per hour provided in said Exhibit "A", multiplied by the number of hours worked per month as specified in accordance with the Painting Industry of Hawaii Reserve Benefit Trust Fund Participation Agreement, for each of their respective employees.

Sec. 32. EXECUTIVE COMMITTEE/ADMINISTRATIVE OFFICE

The Employers and Union hereby establish a committee to be known as the "Executive Committee". The Executive Committee shall be used to review and oversee services to the vacation fund, health fund, training fund, LMCF, annuity fund and reserve benefit fund. The Executive Committee shall be administered by a committee of two, the Administrator of the Association and a designated representative of the Union, who will not receive any compensation for their services on the Executive Committee. The Executive Committee may also permit one additional representative from the Association and one additional representative from the Union to attend any Executive Committee meeting. Additionally, to insure that the vacation fund, health fund, training fund, LMCF, annuity fund and reserve benefit fund be administered economically, the Employers and Union hereby establish an administrative office to be known as the "Painting Industry of Hawaii Administrative Office (hereinafter "Ad Office"). Administrative expenses will be allocated proportionately according to the amount of plan assets in each trust fund and the Ad

Office shall be used to provide administrative services to the foregoing funds on an aggregate basis.

Sec. 33. PAYMENT OF CONTRIBUTIONS; INFORMATION

- A. Contributions to the vacation fund, health fund, training fund, LMCF, TP&C, annuity fund, and reserve benefit fund shall be computed by the Employer on a monthly basis and sent to the depository selected by the Executive Committee by the 25th day of the month immediately following with the consolidated transmittal form provided by the Executive Committee.
- B. Each Employer shall provide the boards of trustees of the vacation fund, health fund, training fund, LMCF, TP&C, annuity fund, and reserve benefit fund with all information necessary to carry out the purposes of the respective funds and shall permit an audit of his/her payroll records by an authorized agent of the Executive Committee to ascertain whether all contributions due to the respective funds have been paid.
- C. Each Employer shall complete the transmittal form provided by the Executive Committee in transmitting the payment of contributions to the selected depository. The transmittal form shall show the following information:
 - 1. The name of the Employer and the name of each employee on the payroll for all weeks ending with the previous calendar month for whom a contribution is made;
 - 2. The last four numbers of each employees social security number;
 - 3. The number of hours worked by each employee;
 - 4. The amount of the contributions for each employee payable to the vacation fund, health fund, training fund, LMCF, TP&C, annuity fund, and reserve benefit fund
 - 5. The total amount of contributions withheld for all employees;
 - 6. The date of payment; and
 - 7. The signature of the person transmitting the contributions.

Sec. 34. DELINQUENT CONTRIBUTIONS

- A. If any Employer's contributions to the vacation fund, health fund, training fund, LMCF, TP&C, annuity fund or reserve benefit for a calendar month are not paid or postmarked for payment by the 25th day of the month immediately following, such contributions are delinquent. An employer responsible for such delinquent contributions shall pay damages to each respective fund in the amount of 5% of the delinquent contributions due to each respective fund or \$10.00, whichever is greater, for each and every month that such contributions 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 became 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 repayment of such liquidated damages. If such delinquent contributions and damages due to any respective fund are not paid within 30 days after the due date, the delinquent Employer shall post a bond of \$50,000, or the average of three (3) months' previous contributions and

vacation allowance payments, or whichever is greater, or the same amount in cash, in escrow, with the trustees of the funds for a period of 1 year from the date of delinquency.

- B. If it is necessary to take legal action to enforce payment of contributions and damages from an Employer, such Employer shall pay for all court costs and reasonable attorney's fees of 25% of the total amount of contributions and damages due.
- C. Any other provision to the contrary notwithstanding, employees may stop working for such delinquent Employer or picket the delinquent Employer, and such stoppage of work or picketing shall not be a violation of the Agreement.
- D. The trustees of each fund shall require a new Employer to post a bond of \$50,000, or the prospective average of three (3) months' contributions, or whichever is greater, or the same amounts in cash, in escrow, with the trustees of the funds for a period of 1 year from the date the new Employer signs the Agreement.

Sec. 35. TRUSTEES

The respective trustees of the vacation fund, health fund, training fund, LMCF, TP&C, annuity fund, reserve benefit fund and the Executive Committee will manage the respective funds on behalf of all employees of all Employers.

Sec. 36. TRUST AGREEMENT, RULES AND REGULATIONS

Each party signatory to this Agreement hereby adopts the trust agreements heretofore executed by it, incorporated by reference herein, and the rules and regulations adopted by the trustees in accordance with the respective trust agreements. In the event an employer/employers leave the collective bargaining unit, it is expressly understood that all moneys plus reserves in the training, LMCF and TP&C funds are non-transferrable and will remain and be administered by and for the benefit of only contractors signatory to this Agreement.

Sec. 37. WORK STOPPAGE

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

Sec. 38. UNIFORM AGREEMENT

If the Union grants any Employer in the painting and decorating industry any terms or conditions better than those of this Agreement, such better terms and conditions shall be available to all signatory Employers. It is understood that this clause does not apply to market agreements.

Sec. 39. AMENDMENT

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

Sec. 40. SAVINGS CLAUSE

- A. If any part of this Agreement is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any part is restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such part to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- B. If any part is held invalid or enforcement of or compliance with any part has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purposes of arriving at a mutually satisfactory replacement for such part, during the period of invalidity or restraint. If the parties do not agree within a period of 60 days on a mutually satisfactory replacement, either party may take any legal or economic recourse in support of its demands notwithstanding any provisions in this Agreement to the contrary.

Sec. 41. DURATION, CHANGE OR TERMINATION

This Agreement shall be binding upon the respective parties effective January 1, 2022 to and including December 31, 2026 shall be considered as renewed from year to year thereafter unless either party hereto shall give written notice to the other of its desire to modify, amend, or terminate the same. Any such notice must be given by the party deciding to modify, amend, or terminate the Agreement, at least sixty (60) calendar days prior to the expiration date but not more than ninety (90) calendar days prior to the expiration date. In the event such notice is given, negotiations for a new agreement shall commence within fifteen (15) working days after the date on which such notice is received by the other party hereto. If such notice shall not be given, the Agreement shall be deemed to be renewed automatically for the succeeding year.

FOR THE ASSOCIATION:

Painting and Decorating Contractors
Association of Hawaii

By: _____

RONALD YANAGI
Its Director

By: _____

JAIME DOMINGUEZ
Its Director

FOR THE UNION:

International Union of Painters and Allied
Trades, Painters Local Union 1791, AFL-CIO

By: _____

ROBIN SCHLITZKUS
Its Business Representative

By: _____

PRESTON PANTASTICO
Its President

EXHIBIT "A"

PAINTERS LOCAL UNION 1791
CLASSIFICATIONS, WAGES AND BENEFITS

CLASSIFICATIONS:		7/1/21	1/1/22	7/1/22	1/1/23	7/1/23	1/1/24	7/1/24	1/1/25	7/1/25	1/1/26	7/1/26
Wages		+0.60										
Journeyperson Painter		38.90	39.50	39.50	39.50	39.50	39.50	39.50	39.50	39.50	39.50	39.50
Foreperson		39.75	40.35	40.35	40.35	40.35	40.35	40.35	40.35	40.35	40.35	40.35
Sub-foreperson		39.15	39.75	39.75	39.75	39.75	39.75	39.75	39.75	39.75	39.75	39.75
Spray / Abrasive		38.90	39.50	39.50	39.50	39.50	39.50	39.50	39.50	39.50	39.50	39.50
Vacation												
Journeyperson Painter		7.65	7.65	7.65	7.65	7.65	7.65	7.65	7.65	7.65	7.65	7.65
Apprentices 50% & above (1001 hours +)		3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50
Apprentices 75% & above (6001 hours +)		4.25	4.25	4.25	4.25	4.25	4.25	4.25	4.25	4.25	4.25	4.25
Admin Fee		+0.02		0.07								
0.05		0.07										
Health and Welfare												
9.20		9.30	9.30	9.30	9.30	9.30	9.30	9.30	9.30	9.30	9.30	9.30
Annuity												
Journeyperson Painter		10.93	10.93	10.93	10.93	10.93	10.93	10.93	10.93	10.93	10.93	10.93
Apprentices 70% & above (5001 hours +)		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Training (Journeyperson)												
Journeyperson		+0.15		1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25
Apprentice		0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30
Reserve Benefit												
Wage / Fringe Option												
TOTAL WAGE & FRINGES		69.04	69.91	70.71	71.51	72.31	73.11	73.91	74.71	75.51	76.31	77.11
Labor Management Cooperation Fund		0.27	-0.07	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
Trade Promotion and Charity		0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60
Total Increase		0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80
TOTAL PACKAGE		69.91	70.71	71.51	72.31	73.11	73.91	74.71	75.51	76.31	77.11	77.91

The apprentice wage rate shall be the following percentage of the journeyperson's wage rate:

0000-1000 hours	45% of journeyperson's rate	\$17.78	4001-5000 hours	65% of journeyperson's rate	\$25.68
1001-2000 hours	50% of journeyperson's rate	\$19.75	5001-6000 hours	70% of journeyperson's rate	\$27.65
2001-3000 hours	55% of journeyperson's rate	\$21.73	6001-7000 hours	75% of journeyperson's rate	\$29.63
3001-4000 hours	60% of journeyperson's rate	\$23.70	7001-8000 hours	85% of journeyperson's rate	\$33.58

NOTES:

Contribution to the Health and Welfare Fund shall remain current for all Apprentices.

Contributions to the Vacation, Annuity and Training Funds shall be as specified in this Exhibit "A".

No other Trust Fund contributions shall be made on behalf of Apprentices.

1. No employee receiving a high rate of pay or more favorable working conditions shall suffer a reduction of pay or conditions due the execution of this Agreement.
2. If an apprentice's rate was higher under the apprentice rate schedule of any previous labor agreement between the parties hereto than the apprentice rate schedule of this Agreement, the apprentice shall have the benefit of the higher apprentice rates.
3. Temporary employees (students working during summer months) shall receive the lowest rate of the apprentice rate schedule and the employer is not required to pay any contributions to any of the various trust funds for them.
4. Wages and fringes for an apprentice completing the apprenticeship program, but unable to pass the Journeyperson exam shall be frozen at the last level and no increase shall be granted until he/she pass the Journeyperson exam.

NOTE: JOB(S) MAY BE COMPLETED AT THE RATE IN EFFECT ON THE DATE THAT THE JOB CONTRACT IS SIGNED BETWEEN THE EMPLOYER AND THE AWARDING AUTHORITY (BUT NO MORE THAN 2 YEARS BEHIND). IT IS UNDERSTOOD; HOWEVER, THAT ALL FRINGE BENEFIT CONTRIBUTIONS SHALL REMAIN CURRENT.
(Refer to Section 13-B of the Labor Agreement)

EXHIBIT "B"

REFERRAL PROCEDURE

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

Sec. 1. NONDISCRIMINATION

No applicant shall be discriminated against under this referral procedure or in employment because of race, creed, color, national origin or sex as required by the Civil Rights Law. The Employer and Union further agree that they will not discriminate against handicapped, disabled veterans, nor discriminate in any way because of age, religion, ancestry, physical handicap, marital status, or arrest and court record.

Sec. 2. EXCLUSIVE REFERRAL; RIGHT OF REJECTION

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

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

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

A termination shall not be considered as "for cause" for 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 Industry Committee shall be final and binding.

The provisions cited above notwithstanding, a Termination Review Committee, composed of the members of the Joint Industry Committee may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such action.

Sec. 3. NO NONMEMBER DISCRIMINATION

The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or nonmembership in the Union. All such selection and referral shall be in accordance with the following procedure.

Sec. 4. OUT-OF-WORK REGISTER

The Union shall maintain a register of applicants for employment which the Employer will draw from in accordance with the skill necessary to perform the required work. It is understood that when making requests to the Union for referrals, the Employer may request by name, persons who were employed with the company within the last thirty (30) months, and if said persons are available for employment, the Union shall refer them to the Employer. If any Employer desires to lend any of their permanent employees to another Employer, that Employer shall refer said employees to the Union, and the union shall upon written notification from the lending Employer, refer said employees for a period no longer than 6 months. If the lending Employer still cannot provide work for that member, the member can decide to stay at the company he was loaned to as a permanent employee or wait to be recalled by their original Employer.

Sec. 5. EXHAUSTED REGISTER

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

Sec. 6. GRIEVANCE REGARDING REFERRAL PROCEDURE

Any individual employee aggrieved by the operation of this Referral Procedure, may submit his/her grievance, as provided under Sec. 17 provided such submission is made in writing within reasonable time after the alleged grievance occurred. Said board decision shall be final and binding upon the individual grievant and all other parties hereto.

NOTIFICATION OF TERMINATION FORM
(Please type or print clearly)

Name, Address, Phone of Employer Completing this Form:

Authorized Signature:

Name and Last Four Numbers of the Employees Social Security Number 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 mail this completed form to the Painters Union Local 1791 at 2240 Young St., Honolulu, HI 96826 immediately upon termination of an employee for any cause other than lack of work.

EXHIBIT "C"

AUTHORIZATION OF DEDUCTIONS FROM WAGES FOR ASSESSMENTS AND VACATION ALLOWANCES

To: Any of my employers who is a party to the labor agreement with the International Union of Painters and Allied Trades, Painters Local Union 1791, AFL-CIO hereinafter referred to as the "Local Union" and under which agreement I am employed.

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

I further authorize and direct you to deduct from my wages the Vacation Allowance as provided in the labor agreement between you and the Local Union, and to transmit such deducted allowances to the Vacation Trust Fund as provided under the labor agreement between you and the Local Union.

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

If during any continuous period of five years, I, or any person claiming under me, make no withdrawal from my account with the Vacation Trust Fund, I for myself, my executors, heirs and assigns, hereby release to the Trustees of said fund any interest that I may have in said fund and authorize said Trustees to use or distribute the moneys credited to my account in such manner as they may from time to time provide in the rules and regulations adopted by them.

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

Signature

Print Name

EXHIBIT "D"

GENERAL RULES OF PAINTERS LOCAL UNION 1791

1. All members of this Union upon request of the Business Representative, Shop Steward, Organizers, or any of the Officers of the Union must produce his paycheck and voucher on demand for examination.
2. Any member failing to cooperate with the Business Representative, Shop Steward, Organizers, or any Officer of the Union in the pursuit of their legitimate duties will be liable to charges.
3. Any member failing to receive his/her pay on the regular payday of the shop that he/she is employed by shall notify the Union within 48 hours.
4. Any member receiving a paycheck that cannot be cashed because of insufficient funds must report failure to cash his/her check immediately to the Local Union.
5. Any apprentice failing to file his/her monthly work report or falsifying such reports will be subject to severe disciplinary action.
6. Any member requested to appear before the Executive Committee or any authorized committee of the Local Union and failing to do so shall be liable to charges and fines.
7. Any member violating any provision of the Constitution or Working Agreement and/or the Local Union bylaws shall be liable to charges and fines.
8. Members failing to report violations of the Working Agreement on their jobs shall be liable to charges and fines.
9. No member of this Local Union shall work for any shop not in agreement with the Local Union nor shall any member report to work without first securing a Referral Slip from the Local Union office. In the event members are sent to a non-signatory employer, it shall be for the purpose of organizing. Members are required to cooperate with the Union and comply with all requests of the Business Representative
10. No member shall use his/her personal vehicle to transport personnel or materials without approval of the Local Union.
11. No member shall use any personal tools or equipment other than those listed in the Collective Bargaining Agreement.
12. It shall be the duty of each member of this Local Union to keep the union office informed of his/her current address and phone number.
13. Every member shall be required to assist the Local Union and its officers by engaging in picketing, handbilling, salting and other organizing activities, and attending education and training seminars, as directed and assigned by the Local Union's Executive Board, Business Manager or Business Representative.
14. No member shall perform work performed by signatory employers, either as a subcontractor, independent contractor or an employer, without becoming a party to the collective bargaining agreement.

EXHIBIT "E"

**CERTIFICATION OF RECEIPT AND ACCEPTANCE OF THE COLLECTIVE BARGAINING
AGREEMENT COVERING PAINTING TRADES IN THE STATE OF HAWAII**

The undersigned EMPLOYER hereby acknowledges receipt of the Collective Labor Agreement by and between the International Union of Painters and Allied Trades, Painters Union Local 1791, AFL-CIO and the Painting & Decorating Contractors Association of Hawaii as effective January 1, 2022 to and including December 31, 2026 and hereby certifies acceptance of all terms and conditions as set forth therein to be effective as of January 1, 2022.

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

IUPAT, DISTRICT COUNCIL 50
PAINTERS UNION LOCAL 1791, AFL-CIO

Tom Sabin

By Its: Business Representative

Name of Company

Authorized Signature

By Its: President

Print Name of Above Representative

PAINTING & DECORATING
CONTRACTORS ASSOCIATION OF
HAWAII

By Its: Director

By Its: Director

Date of Signature

Mailing Address of Above EMPLOYER:

City _____ **State** _____

Fax Number

Hawaii Contractor's License No.