

K#: 8193

# **A G R E E M E N T**

between

**DISTRICT COUNCIL OF  
NORTHERN NEW JERSEY,  
INTERNATIONAL ASSOCIATION OF BRIDGE,  
STRUCTURAL, ORNAMENTAL AND  
REINFORCING IRON WORKERS**

and

**NEW JERSEY STEEL ASSOCIATION, INC.**

and

**RIGGING CONTRACTORS OF NEW JERSEY**

and

**INDIVIDUAL EMPLOYERS**

**Effective: 7/1/08 to 6/30/11**



# **A G R E E M E N T**

between

**DISTRICT COUNCIL OF  
NORTHERN NEW JERSEY,  
INTERNATIONAL ASSOCIATION OF BRIDGE,  
STRUCTURAL, ORNAMENTAL AND  
REINFORCING IRON WORKERS**

and

**NEW JERSEY STEEL ASSOCIATION, INC.**

and

**RIGGING CONTRACTORS OF NEW JERSEY**

and

**INDIVIDUAL EMPLOYERS**

**Effective: 7/1/08 to 6/30/11**



INDEX

ARTICLE	PAGE
I	Recognition .....2
II	Definitions .....2
III	Brandle Agreement .....3
IV	Work Jurisdiction-Industry Improvement .....4
V	Manning Equipment .....9
VI	Work Hours, Overtime and Shift Work .....10
VII	Holiday Pay .....12
VIII	Show Up Time .....14
IX	Wage Rates-Wage Payment .....14
X	Hard Hats-Tool- Safety .....19
XI	Insurance Coverage .....20
XII	Trust Funds .....21
XIII	Grievances-Strikes-Lockouts .....33
XIV	Apprentices and Trainees .....35
XV	Hiring Hall .....37
XVI	Term of Agreement .....38
	Agreement with Individual Employer .....41
	Schedule "A" – Wage Rates .....44

**AGREEMENT**

This Agreement made between the DISTRICT COUNCIL OF NORTHERN NEW JERSEY, INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRON WORKERS, comprised of Local Unions Nos. 11, 45, 373, 480 and 483 (herein called "Union"), and the NEW JERSEY STEEL ASSOCIATION, INC., composed of and representing individual Employers engaged in one phase of the industry or, RIGGING CONTRACTORS OF NEW JERSEY, composed of and representing individual Employers engaged in another phase of the covered industry, or any individual signatories hereto, (herein called either "Association" or "Employer").

**WITNESSETH:**

In consideration of the mutual covenants herein contained, the parties hereto for themselves and their respective constituents, agree as follows:

**ARTICLE I**  
**Recognition Clause**

1.1 The Association, and every one of its member-employers bound hereby, continue to recognize the Union as the sole and exclusive bargaining agent with respect to wages, rates of pay, fringe benefits, hours of work, furnishing of employees and other terms and conditions of employment for all present and future employees who will perform, in whole or in part, to the exclusion of all other employees of any Employer, any and all inside and outside work within the claimed, recognized and hereby assigned, work jurisdiction of said Union hereafter stated, in its geographical jurisdiction.

**ARTICLE II**  
**Definitions**

2.1 EMPLOYER: The term "Employer" shall mean (a) each member of said Association; and (b) any Employer who is not a member of said Association but who has, or will have, entered into an identical or counter part of this Agreement, a condensed version thereof or incorporates this Agreement by reference in any document an employer signs.

**2.2 EMPLOYEE:** The Term "employee" shall mean each and every ironworker, or ironworker-employee, of whatever class or classification, employed by an Employer to perform any work described in said work jurisdiction.

**2.3 WORK JURISDICTION:** The term " work jurisdiction", (synonymous with "craft jurisdiction"), appearing throughout this Agreement, means any and all work described in Section 4.1 hereof which is performed by the member of the particular Employer Association signatory hereto.

**ARTICLE III**  
**Brandle Agreement**

**3.1** It is agreed by the parties that:

(A) The " Brandle Agreement", dated December 15, 1926 made between this Union and predecessors of the signatory Employer Association herein established, for all time, the contractual Work Jurisdiction of this Union;

(B) The provisions hereinafter relating to Work Jurisdiction are identical, or substantially so, to the Work Jurisdiction appearing in said Brandle Agreement;

(C) such Work Jurisdiction has remained inviolate since December 15, 1926; and

(D) said Brandle Agreement shall remain as conclusive and irrefutable evidence of the original of said Work Jurisdiction in the event is challenged, infringed, impaired or violated.

#### **ARTICLE IV**

##### **Work Jurisdiction-Improvement**

4.1 The Claimed, recognized and assigned work jurisdiction, referred to the Recognition Clause above is as follows:

(A) The field fabrication or alteration of any material on the job erection and construction of all iron and steel, ornamental lead, bronze, brass, copper and aluminum, precast, reinforced concrete structures or parts of thereof; stud rails, filigree, hambro systems, the erection of panels of any materials, post tension, the erection of fiber reinforced polymers or other plastics; bridges either temporary or permanent, viaducts, inclines, dams, docks, dredges, vessels, locks, gates, aqueducts, reservoirs, spillways, flumes, caissons, cofferdams, subways, tunnels, cableways, tramways, monorails, blast furnaces, ovens, cupolas, smoke conveyers,

pen stock, flag poles, drums, shafting, shoring, fur and storage rooms, fans and hot rooms, stacks, bunkers, conveyers, dumpers, elevators, vats, enamels tanks vats, tanks, towers, pans, hoppers, plates, anchors caps, corbels, lintels, Howe and combination trusses, grillage and foundation work; all grating bucks, partitions hanging ceilings, hangers, clips, brackets, flooring, floor construction and domes, cast tiling, duct and trench frames, and plates, all wire work, railings, including pipe, guards, fencing grillwork, sidewalk and vault lights, skylights, roofs, canopies, marquees, awnings, elevator and dumbwaiter enclosures, elevator cars, tracks, facias, aprons, operating devices, sash frames, fronts, lockers, racks, book stacks, tables and shelving, metal furniture, seats, chutes, escalators, stairways, ventilators, boxes, fire escapes, signs, jail and cell work, safes, vaults, safe deposit boxes, decking, corrugated sheets when attached to steel frames, frames in support of boilers; material altered in field, such as framing, cutting, bending, drilling, burning and welding, including acetylene gas and electric machines; metal forms and false work pertaining to concrete construction; sectional water tube and tubular boilers and stokers, traveling sheaves, vertical hydraulic elevators; bulkheads, skip hoists, the making and installation of all articles made of wire and fibrous rope; all rigging in ship



yards, vessels and government departments; false work, travelers, scaffolding, piledrivers, sheet pulling, derricks, cranes, the erection, installation, handling and operating of same on all forms of construction work, all railroad bridge work, including their maintenance; the moving hoisting and lowering of machinery and placing of same on foundations, including in bridges, cranes, derricks, piers and vessels; installation and erection of windmills, wind turbines, solar panels, and framing for solar panels, loading, the unloading, necessary maintenance, erection, installation, removal, wrecking and dismantling of all of the above, and all housesmith work and submarine diving in connection with or about same. The use of all power tools and equipment used in conjunction with the Iron Worker's trade will be considered tools of the trade. Tools of the trade shall include welding machines, forklifts, power driven chain hoists and scissor lifts, etc. The above claims are subject to trade agreements and final decisions of the American Federation of Labor.

(B) The unloading and handling of all material when it arrives at site of work shall be done by employees represented by the Union. When no such employees are on the job, the Employer may use others to unload and handle one (1) truck load

only. Signal men on all utility or multi-purpose cranes shall be signaled by Ironworkers.

(C) Use of burners will be permitted for cutting, but not burning of holes. The foreman or any man in the gang capable of doing such burning shall be permitted to do so.

(D) Employers having Employees setting reinforcing steel are permitted to do small jobs, such as setting a few lintels or small amount of sash, or small amount of ornamental work. This is to apply to one contractor only. All reinforced concrete work to be separate and distinct and to be covered by the contract between the Union, the Associated General Contractors and the Trade Employer Bargaining Association.

(E) The transfer of foremen and employees on jobs of less than one week's duration and not exceeding 50% in number, is permissible provided notice is sent to the hiring hall in whose territory the work is to be performed. Employer to be permitted to select and discharge his own foreman after signing contract for the job, provided employee selected is not employed elsewhere and a report of such discharge and/or selection is made to the hiring hall having jurisdiction.

**4.2 (A) The Steel Association and the District Council shall form a committee of not less than (5) representatives from each party to this Contract.**

**(B) The Committee shall be served by a Secretary who shall be designated by the Committee and who shall be a staff member of the signatory Association.**

**(C) The Committee will meet a minimum of once a month commencing August 1999.**

**(D) The Committee will discuss all phases of this Collective Bargaining Agreement with the objective of making the industry more efficient and competitive.**

**4.3 (A) The Employer will not subcontract any work within the jurisdiction of the Union as set forth in 4.1 which is to be performed at the job site except to a contractor who holds an agreement with the District Council of Northern New Jersey, International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers or one of its local unions having jurisdiction at the job site, or who agrees in writing, prior to or at the time of the execution of its subcontract to be bound by the terms of this Agreement.**

(B) In the event the Employer violates any condition of this paragraph then the violation shall first be submitted to the Committee, pursuant to Article XIII herein, and failing resolution may then be submitted by either party to a Court having jurisdiction or an arbitrator mutually agreed upon by the parties and failing such agreement, then by an arbitrator selected by the New Jersey State Board of Mediation for resolution.

**ARTICLE V**  
**Manning Equipment**

**5.1** When erecting structural steel with equipment other than a crane, cherry picker or derrick, said equipment shall be manned by a foreman and at least three ironworkers.

**5.2** Guy derricks shall be manned by six ironworkers and a foreman.

**5.3** Cranes shall be manned by five employees and a foreman, except that for buildings of two stories (including a penthouse) or less and for warehouses of unlimited height, cranes will be manned by four ironworkers and a foreman.

**5.4** On any single project when a fourth Ironworker Foreman or Assistant Foreman is employed on any one shift, one of the four shall be designated by the employer as a Lead Foreman. On jobs where there is dual jurisdiction, there will be only one Lead Foreman.

**5.5** First foreman may be chosen by the contractor, second foreman will be supplied by the local union and all additional foreman will be on alternating basis between the contractor and the local union.

**5.6** Ironworkers will assemble and disassemble cranes and derricks that are for their use.

#### **ARTICLE VI**

##### **Work Hours, Overtime and Shift Work**

**6.1** Eight hours, between 8:00 A.M. and 4:30P.M., with one-half hour for lunch, shall constitute the regular work day.

**6.2** An Employer has the option, at the beginning of the job, to establish a variable starting time prior to 8:00 A.M., but not earlier than 6:00 A.M.

**6.3** Unscheduled overtime Monday through

Friday shall be at time and a half for the first two (2) hours, double time for all hours over the first ten (10) hours. Scheduled overtime, Monday through Friday, shall be at time and a half. When a contactor plans to work overtime on Saturday or Sunday, the foreman, steward and Union Hall must be notified by 11:00 a.m. on Friday unless overtime is an unforeseen emergency. Scheduled Saturday work shall be at time and a half. Unscheduled Saturday work, where there was no notice by 11:00 a.m. by Friday, shall be at double time. Any work on Sundays and holidays shall be at a double time rate.

6.4 On all off hour shifts starting on Monday through Friday, the first eight (8) hours will be paid at the straight time rate plus \$10.00 per hour shift premium and all work in excess of eight (8) hours on those days shall be paid at time and a half of the straight time rate except on interstate bridges and tunnels when working with Ironworker members of Local 40, wages will be calculated in accordance with 9.1 plus the aforementioned \$10.00 off hour premium.

6.5 Upon mutual consent, four ten (10) hour days to be worked at straight time with a makeup day on Friday at straight time with the terms and conditions to be agreed upon on a job by job basis.

**6.6** Three shifts may be established in which case wages shall be as follows:

**1st shift:** 8 hours work for 8 hours pay.

**2nd shift:** 7 1/2 hours work for 8 hours pay plus a 15% shift premium.

**3rd shift:** 7 hours work for 8 hours pay plus a 20% shift premium.

**6.7** In the event of lay-offs or shut-downs of a job due to weather, that job cannot be re-started for five (5) working days.

**ARTICLE VII**  
**Holiday Pay, Coffee Break and**  
**Injured Employee**

**7.1** All work performed on New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, Presidential Election Day, or the days observed as such, shall be paid at the double time rate.

**7.2** Foreman and Lead Foreman who are employed through a Holiday (i.e. on the scheduled

working day before and the scheduled working day after the holiday), but who are not actually required to work on the holiday, must nonetheless receive Holiday pay. For work performed on said Holidays, Straight Time Employees (Foreman and Lead Foreman) shall receive Holiday pay plus double time. If there is but one (1) Ironworker employed on a job he shall receive Foreman wages.

7.3 Each employee shall be entitled to one coffee break in the morning and one coffee break in the afternoon at the times designated by the employer and shall be taken at the employee's work position.

7.4 If an employee is injured on the job site and requires off-site medical treatment, he will be compensated for reasonable time lost on the day of the accident, provided he promptly returns to work.

#### **ARTICLE VIII** **Show Up Time**

8.1 It is agreed that all employees will receive two (2) hours of pay at the applicable rate for showing up on the job. Such employees shall remain on the job two full hours commencing at their scheduled starting time, and must go to work.



weather permitting: It is understood, however, that Lead Foreman and Foremen (sometimes referred to as "Straight Time Employees") shall be entitled to receive eight (8) hours of pay at the applicable rate for showing up on the job instead of two (2) hours pay as hereinabove provided for journeymen and apprentices.

**ARTICLE IX**  
**Wage Rates - Wage Payment**

9.1 The hourly and daily wage rates for ironworker journeymen, foremen and Lead Foreman employed in the jurisdiction of the District Council of Northern New Jersey, during the term of this Agreement or any extensions thereof, are set forth in Schedule "A" attached hereto and made a part hereof. When working on New York and New Jersey Interstate Bridge and Tunnel Contracts, all work from the center line of the bridge or tunnel to the New Jersey end would be manned by the New Jersey Local and all terms and conditions of this contract would govern. However, if by mutual agreement between Local 40 and The New Jersey Local all work on the entire bridge or tunnel would be manned by New Jersey Ironworkers and New York Ironworkers, the New Jersey Ironworkers will be paid the New York Hourly wage rate, plus an

hourly premium equal to the difference between the New York Ironworkers hourly vacation contribution and the New Jersey hourly vacation contribution. All New Jersey Ironworkers fringe benefit fund contributions will be paid as listed in this contract based on hours paid; not on gross wages.

**9.2** The wage rate percentages of journeymen's scale shall be established by the Joint Apprenticeship Committee for apprentices and trainees.

**9.3** The term "gross wages" as used throughout this Agreement shall mean all wages paid or compensation given for hours of service rendered by an employee who is employed hereunder whether or not ironworker duties are performed during such time. Accordingly, and without limitation, payments or compensation of any nature made under this Agreement or otherwise for periods such as vacations, holidays, illness, show-up time, overtime, incapacity, severance, bonuses or layoff shall be included with pay for work performed as "gross wages" hereunder, but without additions, deductions or pyramiding of any sort.

**9.4 (A)** Steel Association members are not engaged in hazardous waste removal work. Therefore, a premium shall not be paid for regular

ironworker work which includes all normal and regular work performed by structural steel and miscellaneous iron erectors such as; construction, reconstruction or additions to buildings, bridges and the work incidental thereto including but not limited to welding, burning, chipping, grinding and cleaning steel containing or coated with hazardous materials. However, if a member bids on hazardous waste removal work on a State or Federally designated hazardous waste site and where the ironworker is required to wear Level A, B, or C personal protection and such requirement is so identified in the specifications, the steel contractor will negotiate with the Union a premium rate for such work at not less than \$3.00 per hour.

9.5 (A) All employees represented by the Union shall be paid all wages due them once a week, on the job in cash, during the working hours except, however, if any Employer elects to pay such wages by checks, he shall, before issuing any such checks, either submit to the Union a satisfactory and acceptable surety company bond in the sum of \$25,000.00 guaranteeing payment of each and all wage checks issued to each and all ironworkers employed by him in the jurisdiction of the Unions, or furnish satisfactory and acceptable proof to the Union (1) that he is bona fide member of either the

Trade Employers Bargaining Association of New Jersey, or the New Jersey Steel Association, Inc., or the Associated General Contractors of New Jersey, Inc. or the Rigging Contractors of New Jersey or the Construction Contractor Labor Employers of New Jersey; and (2) that their payment, by a surety company blanket bond submitted to and accepted by the Union by the Employer Group or Association of which he is a bona fide member.

(B) Each employer who elects to pay such wages by his checks shall make arrangements with a local banking institution (in the locale of the job) for cashing thereof without cost to the recipients or payees upon the presentation of some reasonably required identification.

(C) All employees who are discharged shall be paid immediately at the time thereof in cash, or by check, if the payment of such check is guaranteed by the surety bond aforementioned. All employees who are laid off shall be paid within a reasonable time following the layoff but not later than 4:00 P.M. of that day.

**9.6** Any employer who contracts out or sublets any work on a specific job within the jurisdiction of the union shall assume the obligations of any of his

subcontractors on that job for a prompt payment of iron worker employees' wages and fringe benefit contributions, including reasonable attorneys' fees incurred in enforcing the provisions hereof but limited, however, to the total amount then earned and due to the subcontractors including accrued retainages at the time the employer receives written notice by certified mail from the Union or the Fund Office, as the case may be, of the subcontractors' default.

**9.7 Local Union Dues and Assessment:** During the term of this Agreement, the employer shall deduct from the wages of all employees covered by this Agreement who have signed individual written authorizations for check-off (payment) of union dues and assessments, those dues and assessments in such amounts as are required by the Union and shall forward such deductions to the District Council Ironworkers Funds of Northern New Jersey for payment to the Union. Delinquent payments shall be subject to arbitration under ARTICLE XII, Section 12.4 (A) (6) and shall bear interest at 18% per year, liquidated damages at 10% and 20% attorneys fees each on the total sum due ie. principal and interest. Said arbitration may be heard with claims for delinquent Fund contributions.

**9.8** The cost of TWIC (Transportation Worker Identification Credential) shall be paid by the Owner of the project. Notwithstanding this obligation, the undersigned employers agree to hold harmless and pay any Employee Ironworker who has paid for TWIC and is successfully enrolled in that program on the first pay day of a project covered by TWIC.

#### **ARTICLE X**

##### **Hard Hats - Tools - Safety**

**10.1** All employees shall report to work with their own basic hand tools.

**10.2** All double connections shall be subject to the limitations of OSHA regulations.

**10.3** All jobsite safety training and hazardous training to be paid for by the contractor.

#### **ARTICLE XI**

##### **Insurance Coverage**

**11.1** The Employer bound hereby shall carry full insurance coverage to provide full benefits under the Workmen's Compensation Law of New Jersey regardless of the number of ironworkers employed. Such Employer shall forthwith upon the

commencement of a job elect to be covered as a contributing Employer for unemployment compensation and temporary disability benefits under New Jersey Revised Statutes 43:21-8 (c). The Employees to be covered shall be those represented by the District Council or any constituent Local thereof. The said District Council, or said Locals, will arrange for the consent of those employees it or they represent. The failure to so elect and comply with the provisions of the cited statute shall constitute a substantial breach of this Agreement and the District Council reserves the right to withdraw the employees it represents through said Locals from employment with the defaulting Employer immediately upon the occurrence or discover of said breach.

**ARTICLE XII**  
**Trust Funds**

**12.1 Pension Fund, Welfare Fund, Vacation Benefit, Apprentice Training Fund and Annuity Fund.**

Each Employer bound hereby shall, effective July 1, 2008 in addition to paying the above wage rates and wages, promptly pay to the trustees of the following named Trusts of the Iron Workers District

Council of Northern New Jersey, constituted and created by the following listed Agreements and Declarations of Trust, the sum or money for each hour equivalent of gross wages paid as hereinafter set forth.

The amount paid to the fringe benefits Funds shall be as shown below. Allocation for the years commencing July 1, 2009 and July 1, 2010 shall be made by mutual agreement of the parties. Thereafter, contributions to the fringe benefit Funds will be allocated by the Trustees of said Funds.

<b><u>NAME OF TRUST FUND</u></b>	<b><u>DATE OF TRUST</u></b>	<b><u>AMOUNT TO BE PAID</u></b>
Pension Fund	4/01/53	\$7.40
Welfare Fund	4/01/50	\$8.00
Vacation Benefit	11/10/64	\$8.45
Apprentice		
Training Fund	8/27/64	\$ .30
Annuity Fund	9/30/70	\$9.25

#### **12.2 Industry Advancement Fund**

(A) In addition to paying the above wage rates, and wages, and contributing to the several Trust Funds abovementioned, each structural steel and ornamental iron Employer and each rigger Employer hereby bound shall promptly pay to the



said several Trust Funds, commencing on July 1, 1973 and continuing throughout the term hereof, unless sooner terminated, the sum of two (\$0.02) cents per hour of gross wages paid for each Ironworker whom he employs in the jurisdiction of said Union or of the Local Unions above named for the purpose of funding industry advancement programs.

(B) The said Advancement Funds, and all monies and property held by or for them, shall be administered, managed and/or operated solely and exclusively by Employer Trustees selected or appointed by the New Jersey Steel Association, Inc. and the Rigging Contractors Association of New Jersey (herein called "Associations"), pursuant to their rules, regulations, or agreements. Neither the Union nor any of its representatives shall have any voice or part whatever in the administration, management and/or operation of said Fund.

(C) The aforesaid contributions shall be paid to said funds at the same time that contributions are made by the Employer to the abovementioned Pension and other Trust Funds and shall be accompanied by a report form to be furnished by said Funds.

(D) The Funds which process these collections shall be reimbursed for all necessary and proper costs and expenses incurred in connection therewith.

(E) The said Employer Trustees shall hold, manage and administer said Industry Advancement Fund and, from time to time, make distribution of said monies to the respective Industry Advancement Funds set up or created by the several contractor Associations aforementioned on an equitable pro-rata basis to be by them calculated and determined.

**12.3 Replacement of Single Stamp Method with a Voucher System for Contribution to Funds.**

(A) The procedures for making Fund contributions as required under the foregoing paragraphs (Pension Fund, Welfare Fund, Vacation Benefit, Apprentice Training Fund, Annuity Fund, Impact Fund and Industry Advancement Fund) shall consist of the purchase by every Employer covered hereunder from the Trustees of the several Funds a benefit voucher for delivery each pay day weekly to each ironworker whom they employ in the Jurisdiction of the District Council of Northern New Jersey from and after July 1, 2008 as follows:

Hourly Benefit paid to each ironworker .....\$33.74

That amount is to be allocated among  
the several Funds as follows:

Pension Fund	\$7.40
Welfare Fund	\$8.00
Vacation Benefit	\$8.45
Training Program	\$ .30
Annuity Fund	\$9.25
Industry Advancement Fund	\$ .02
District Council Fund	\$ .02
Impact Fund	<u>\$ .30</u>
	\$33.74

In addition to benefit vouchers for each hour  
equivalent of gross wages paid in denominations of  
\$29.74 benefit vouchers will be available for:

40 Hour	\$1349.60
8 Hour	\$269.92
1/2 Hour	\$16.87
1/4 Hour equivalent of gross wages	\$ 8.44

(B) The cost of the aforesaid Benefit  
Vouchers as well as the allocations to the Funds are  
subject to change upon mutual agreement of the  
parties effective July 1, 2009 and July 1, 2010

**12.4 Agreement Relating to all Trust or Funds**

(A) Each Employer bound hereby covenants and agrees:

(1) that he hereby accepts and agrees to be bound by those subsisting Agreements and declarations of Trust expressly relating to the Pension Fund, the Welfare Fund, the Vacation Benefit, the Apprentice Training Fund, the Annuity Fund, the Impact Fund and the Industry Advancement Fund abovementioned and assumes all obligations imposed thereby on the signers thereof, each and all of which Agreements and Declarations of Trust are incorporated herein and hereby by reference as fully as if set out at length.

(2) to be bound by all of the rules, regulations, standards and reporting requirements adopted, from time to time, by either or all of the Trustees of the abovementioned Trusts or Funds including the duty to submit to an audit of its books by auditors selected by the Trustees, the costs of which shall be assessed against the Employer should it be determined that required contributions to the Funds were not reported or paid;

(3) that no benefit voucher shall be purchased by, or sold and delivered to, him in the event he becomes delinquent in the payment of his contributions to either or all of the Trusts or Funds abovenamed or mentioned;

(4) that, in addition to any remedy available to the Trustees of the abovementioned Trusts or Funds, and/or available to them or to the Union, for any default in the timely payment of his required contributions, the Union and/or the Local Unions of which it is comprised, may, without notice and without any recourse or liability whatsoever in any court, or in the State or Federal administrative agency, now existing or hereafter created, refuse to refer Ironworkers to any Employer who defaults, or who defaulted, in making his full payments or contributions within the time limited to either or all of the Trusts or Funds abovenamed and referred to;

(5) that the Trustees of either or all of the aforementioned Trusts or Funds may either maintain an action in their name as an entity, or in their names as Trustees of their respective Trust, in any Court and in any jurisdiction, or before arbitrator as hereafter provided to claim, recover and collect any amount or amounts due from any Employer for contributions or sums due to their respective Trust

or Fund together with interest at eighteen (18%) percent per annum, an attorneys' fee equal to twenty (20%) percent of the total sum due, and liquidated damages equal to ten (10%) percent of the principal sum due, as well as a reasonable audit fee if any audit was made, and all defenses, except one with respect to the amount actually due, are hereby waived or abandoned;

(6) The Trustees of any Fund, or the Executive Director of any Fund, on its behalf, on behalf of: the Industry Advancement Fund, the District Council Fund, the District Council or the Impact Fund, or an alleged delinquent Employer, may demand arbitration of any alleged delinquencies or breach of agreement regarding any Fund contributions and arbitration must be heard within sixty (60) days after such written demand unless adjourned by the mutual consent of the parties or the arbitrator. The Trustees may join an individual ironworker as a party to any such arbitration proceeding or delinquency or a breach of agreement regarding Fund contributions in which such Ironworkers may be involved. Each Ironworker subject to this Agreement does hereby through his duly authorized representative, consent to such joinder and to the issuance of an award binding upon him in connection therewith. The

arbitration shall be heard at the District Council of Ironworkers Funds office, 12 Edison Place, Springfield, New Jersey 07081-1310, and the procedures followed shall be in accordance with the rules of the New Jersey Mediation Service. In order to expedite such hearing, a permanent arbitrator is hereby designated as approved. Said permanent arbitrator is J.J. Pierson, Esq. of New Vernon, New Jersey.

(7) Delinquent Employers required to arbitrate claim for Fund delinquencies hereunder and Ironworkers joined in the arbitration pursuant to this Article hereby agree that they are obligated to present to, and litigate before, the Arbitrator all defenses of whatsoever type or nature then existing, including the defense of arbitrability and the Arbitrator is empowered to hear and determine the same and issue an award which may include liquidated damages, interest, audit and attorney's fees and which shall be final and binding upon the parties to such proceedings. The charges of the Arbitrator as well as the stenographic record, if any, are to be borne by the losing party.

(8) In the event that an Employer has failed to post a cash or surety bond in accordance with this agreement, then and in that event, each

Employer bound hereby, hereby assigns to the Trust Funds or Union or Impact Fund, as the case may be, amounts due from any owner, construction manager, general contractor, subcontractor or sub-subcontractor, on any project or work equal to the amount of any unpaid and delinquent fringe benefit contributions due to the aforementioned Funds or to the District Council Fund or Impact Fund hereunder that the Employer owes to those Funds on that project or work. The aforementioned Funds or the *District Council, by or on behalf of the Funds'* Executive Director, the Trustees or the Union, may give notice of this Assignment to any owner, construction manager, general contractor, subcontractor or sub-subcontractor owing money, including retainage, to the delinquent Employer where the Funds or the District Council are not paid when due under this Agreement after ten (10) days written notice to the Employer of the delinquency. Each delinquent Employer bound hereby agrees to provide a list of its accounts receivable, i.e., a list of owners, construction managers, general contractors, subcontractors or sub-subcontractors, who owe it any money, including retainage, which list shall include the name, address, telephone number, fax number and amount due to the delinquent Employer, including retainage, within ten (10) days of written demand by the Funds, its



Executive Director, the Trustees or the Union. Each Employer hereby waives any claims it may have against any owner, construction manager, general contractor, subcontractor or sub-subcontractor, Trust Fund, Trustee, Union or Fund Employee who initiates or complies with this Assignment. This Assignment shall control and take precedent over the terms of any contract or subcontract the Employer has with any owner, construction manager, general contractor or subcontractor. Any owner, construction manager, general contractor or subcontractor making payment of this Assignment hereunder shall take credit against amounts due to the Employer. No owner, construction manager, general contractor or subcontractor making payment hereunder shall pay twice for any amount due to any Employer. This Assignment shall be suspended on any owner, construction manager, general contractor or subcontractor being served with a filed construction lien for claimed nonpayment by the Employer until such time as said construction lien is discharged.

(B) In any case where such Employer (a) previously defaulted in the payment of his contribution to any Trust or Fund herein mentioned; (b) the financial irresponsibility of such Employer as determined by the Trustee warrants same; or (c)

such employer may not be amenable to the service of process in any action in the State for the recovery of any contributions due any of said Trust or Funds; or (d) where the Employer, corporation, partnership, or other business entity is the alter ego or substitute for any other Employer, corporation, partnership, or other business entity which, by reason of bankruptcy, insolvency, or otherwise, has previously defaulted in the payment of its full contributions to any of such Trusts or Funds, then the Trustees may require such Employer to furnish a bond or deposit monies in escrow that they may deem appropriate within 10 days following a demand thereof. If the Employer shall fail to post bond or cash deposit or the additional bond or escrow, the local unions abovementioned shall be vested with the right to withhold employees from the Employer until it has complied with the provisions of this paragraph aforesaid and each Employer agrees that neither the local unions or the Funds shall be liable for any consequences caused by such withholding of labor.

(C) In addition to the per hour wage rate, the Employer shall contribute \$.30 to the Ironworker Management Progressive Action Cooperative Trust (Impact), a jointly trusted Cooperative Trust with federal tax exempt status under Section 501(a) of the Internal Revenue Code as an exempt

organization under Section 501(c)(5) of the Internal Revenue Code. The general purpose of the Trust includes the improvement and development of the Ironworker Industry through education, training, communication, cooperation and governmental lobbying and legislative initiatives.

The reporting, payment, frequency of payment and administration of such contributions shall be governed by the terms of the Impact Trust Agreement, policies and resolutions.

The \$.30 contribution shall be in lieu of any and all contractual requirements for contributions to the National Ironworkers and Employers Apprenticeship Training and Journeymen Upgrading Fund and the Institute of the Ironworking Industry, except that contributions to the local union District Council Training Program shall continue. In addition, the Union and Employer agree that by making contributions to Impact each of them shall become bound to Impact's Drug and Alcohol Screening Policy and Procedure or equivalent program and any amendments or modifications thereto.

**ARTICLE XIII**  
**Grievances – Strikes – Lockouts**

**13.1** All grievances or disputes involving the interpretation or application of the Collective Bargaining Agreement of the parties which cannot be adjusted or settled by and between the Business Agent, having jurisdiction, and the Employer shall be submitted to a Committee composed of representatives of both parties which shall meet promptly and confer with respect hereto.

**13.2** Any grievance that has not been settled by the parties through the above procedure may be submitted to arbitration by either party in accordance with the rules of the New Jersey State Mediation Board. The arbitrator is not authorized to change or alter the terms of this Agreement or effect any additions thereto, and may only determine the issues set forth in the written submission. The award of the arbitrator shall be final and binding upon all parties. In the event of arbitration, the cost of the arbitration shall be borne equally by the parties.

**13.3** It is agreed that the Union, its officers, representatives and employees covered by this Agreement will not strike during the term of this Agreement. It is also agreed that the employers bound by this Agreement shall not lockout any of their employees during the term of this Agreement.

This paragraph does not apply to stoppage of work ordered by the Building Trades Council or for delinquent contributions.

**13.4** When one or more Ironworkers, who have been requisitioned or who were theretofore employed, fail to report for work, the remainder of the Ironworkers must proceed at work awaiting the arrival of replacements or additional Ironworkers without creating any grievance or dispute in respect thereto.

**ARTICLE XIV**  
**Apprentices and Trainees**

**14.1** The Joint Apprenticeship Committee of the Ironworkers District Council of Northern New Jersey ("Ironworkers JAC" ) shall, as heretofore be exclusively empowered and obligated to conduct all aspects (a) of the Apprentice Training Program and (b) of the Northern New Jersey Ironworker Employer Training Program it currently operates.

**14.2** For rebar and structural work, the ratio of apprentices or trainees to journeyman may be one apprentice or trainee for every four journeymen. Apprentices and trainees shall perform all phases of structural steel and reinforcing bar work without

restriction.

**14.3** Whenever the Employer requires the services of an apprentice or trainees, request must be made to the Ironworkers Apprenticeship Training Program and an indentured apprentice or trainee will be sent to the job site. If the Apprenticeship Training Program is unable to provide an indentured apprentice or trainee, the Employer may hire directly any person of its own choice; however such employee, by reason of his hiring, will not become an enrollee nor part of the indentured Apprenticeship Training Program but he will have the right to make application for enrollment as are all other persons.

The Employer will have the sole and exclusive responsibility for training and job performance. No such apprentice or trainee will perform work at the job site unless a journeyman ironworker is actually engaged at the time in job site work. No such apprentice or trainee will be hired to replace or perform the work of a journeyman.

The Employer must notify the Ironworkers Apprenticeship Training Program Director before hiring such apprentice or trainee and must furnish the name, address, social security number, race, sex and telephone number of such apprentice or trainee. For information purposes only, on a monthly basis, the Employer will advise the Ironworker Apprenticeship Training Program Director of the type of equipment and hours worked by such apprentices or trainees and of the wages paid for the first 1,000 hours of employment as such apprentice or trainee and for the second 1,000 hours.

If the Employer extends medical coverage to such apprentice or trainee, then the cost of such coverage is the sole and exclusive responsibility of the Employer, and neither the Union nor the District Council of Ironworkers of Northern New Jersey Welfare Plan shall have any responsibility in

connection therewith to such apprentice or trainee or any person rendering hospital or medical services on his behalf.

An Employer shall be permitted to indenture an apprentice from the Ironworker Training Program on a full time basis for the performance of work throughout the territory of the District Council. The papers of indenture shall be issued by the District Council and the Ironworkers Training Program.

**ARTICLE XV**  
**Hiring Hall**

**15.1** Every Employer bound hereby agrees that he will recruit all employees covered hereby exclusively through the several hiring halls operated by the Union and/or its Locals. The said hiring halls shall be operated by the Unions and its Locals in a non-discriminatory manner.



**ARTICLE XVI**  
**Term of Agreement**

**16.1** This Agreement shall become effective July 1 2008 and continue in full force and effect through June 30, 2011.

**16.2** Wage Rates (Article IX and Schedule "A"), fringe benefit contributions to Trust funds (Article XII) or terms and conditions of employment may be amended effective on the day after the expiration of this Agreement by a Memorandum of Agreement, signed and ratified by the District Council of Northern New Jersey, International Association of Bridge, Structural and Ornamental Iron Workers, the Union and the New Jersey Steel Association, Inc., as Employer. That Memorandum of Agreement shall be the Agreement and Collective Bargaining Agreement between the aforementioned parties for all purposes until a new Agreement (Collective Bargaining Agreement) is printed.

IN WITNESS WHEREOF, the parties have signed and delivered these presents on the 30th day of June, 2008

DISTRICT COUNCIL OF NORTHERN NEW JERSEY INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS, COMPRISED OF LOCAL UNION NOS. 11, 45, 373, 480, AND 483.

By JAMES J. KEARNEY  
James J. Kearney

By JOHN R. MALCOLM  
John R. Malcolm

By A. BRYAN DOHERTY  
A. Bryan Doherty

By WILLIAM A. NAGY  
William A. Nagy

By RAYMOND WOODALL  
Raymond Woodall

**NEW JERSEY STEEL ASSOCIATION, INC.**

By JOHN F. DALY

*John F. Daly, Authorized Representative*

**RIGGING CONTRACTORS OF NEW JERSEY**

By LESLIE A. HYNES

*Leslie A. Hynes, President*

**AGREEMENT WITH INDIVIDUAL EMPLOYER:**

The undersigned individual Employer in consideration of the previous execution of this Agreement by the District Council of Northern New Jersey International Association of Bridge, Structural and Ornamental Ironworkers hereby covenants and agrees to be bound by every term, provision, condition and obligation binding on or imposed upon an Employer in and by the within Collective Bargaining Agreement.

**CLASSIFICATION OF EMPLOYER:**

(Circle applicable classification – Rigger – Building Contractor – General Contractor – New Jersey Steel Association, Inc. – Utility and Transportation Contractor)

**EMPLOYER:**

Dated: \_\_\_\_\_  
*Print Name of Firm*

By \_\_\_\_\_  
*Authorized Representative or Agent (Signature)*

---

Print Name of Authorized Representative or Agent

---

Print Full Address

---

Print City, State, Zip Code

DISTRICT COUNCIL OF NORTHERN NEW  
JERSEY INTERNATIONAL ASSOCIATION OF  
BRIDGE, STRUCTURAL AND ORNAMENTAL  
IRON WORKERS

BY \_\_\_\_\_  
Business Agent

\_\_\_\_\_  
Print Name of Business Agent and Number of Local Union

**SCHEDULE "A"  
WAGE RATES**

**Effective July 1, 2008 through June 30, 2009.**

Lead Foreman \$321.12 per day  
Foreman \$313.12 per day  
Journeyman \$289.12 per day

**Effective July 1, 2009 through June 30, 2010**

Wage rates will depend upon the allocation of the agreed upon \$3.20 per hour increase between the District Council and the New Jersey Steel Association Inc. and the Rigging Contractors of New Jersey.

**Effective July 1, 2010 through June 30, 2011.**

Wage rates will depend upon the allocation of the agreed upon \$3.20 per hour increase between the District Council and the New Jersey Steel Association Inc. and the Rigging Contractors of New Jersey.