

8192

1,000 ee

# HEAVY - HIGHWAY AND UTILITY AGREEMENT

between

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

and

**AGC OF NJ**

and

**C.C.L.E. OF NJ**

**Effective: 7/1/05 to 6/30/08**



45 pages

# **HEAVY – HIGHWAY AND UTILITY AGREEMENT**

**between**

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

**and**

**AGC OF NJ**

**and**

**C.C.L.E. OF NJ**

**Effective: 7/1/05 to 6/30/08**



## INDEX

ARTICLE	PAGE
I	Recognition . . . . . 2
II	Definitions . . . . . 3
III	Brandle Agreement . . . . . 4
IV	Work Jurisdiction-Industry Improvement . . . . . 5
V	Work Hours, Overtime and Shift Work . . . . . 12
VI	Holiday Pay . . . . . 4
VII	Show Up Time . . . . . 14
VIII	Wage Rates-Wage Payment . . . . . 5
IX	Hard Hats-Tool- Safety . . . . . 18
X	Insurance Coverage . . . . . 19
XI	Trust Funds . . . . . 20
XII	Grievances-Strikes-Lockouts . . . . . 34
XIII	Apprentices and Trainees . . . . . 36
XIV	Hiring Hall . . . . . 39
XV	Term of Agreement . . . . . 39
	Agreement with Individual Employer . . . . . 42
	Schedule "A" - Wage Rates . . . . . 44

## **AGREEMENT**

This Agreement made between the DISTRICT COUNCIL OF NOTHERN NEW JERSEY, INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL AND REINFORCING IRON WORKERS, Comprised of Local Unions Nos. 11, 45, 373, 480, and 483 (herein called "Union"), and THE ASSOCIATED GENERAL CONTRACTORS OF NEW JERSEY, composed of and representing individual Employers generally engaged in the industry covered hereby, or THE CONSTRUCTION CONTRACTORS LABOR EMPLOYERS ASSOCIATION OF NEW JERSEY, composed of and representing individual Employers generally engaged in the industry covered hereby (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 and all inside and outside work within the claimed, recognized and hereby assigned, work jurisdiction of said Union, hereby stated, in its geographical jurisdiction. All references in the Structural Steel and Ornamental Iron Agreement relating to structural steel jurisdiction shall apply to this agreement. Heavy-Highway construction ironworkers jurisdiction shall follow the provisions of this Agreement. Signators to this Agreement may also become signators to the Agreement when utilizing ironworkers for that work.

**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 counterpart of this Agreement or 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 thereto.

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

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

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

(B) The provision 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 it is challenged, infringed, impaired or violated.

**ARTICLE IV**  
**Work Jurisdiction-Improvement**

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

(A) The alteration of any material on the job, post tension, erection and construction of all iron and steel, ornamental lead, bronze, brass, cooper, and aluminum, precast, reinforced concrete structures or parts thereof; stud rails, filigree, hambro systems, erection of panels of any material, 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 stocks, flag poles, drums, shafting, shoring, fur and storage rooms, fan and hot rooms, stacks, bunkers, conveyers, dumpers, elevators, vats, enamel tanks and 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, railing, including pipe, guards, fencing, grillwork, side-walk, vault lights, sky-lights, 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 alternated 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' 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 some foundations, including in bridges, cranes, derricks, necessary maintenance, erection, installation, removal,

wrecking and dismantling of all the above and all housesmith work and submarine diving in connection with or about same. 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.

On all utility cranes, on heavy and highway work, when an ironworker is part of a composite crew utilizing the crane, the ironworker will signal the crane.

(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 personnel 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.

(E) All racking, sorting, cutting, bending, hoisting, placing and tying of all iron wire, steel and metal reinforcement for reinforced concrete including wire, lath or mesh or sheets for floor arches and the making of hoops and stirrups. Whether on job or elsewhere (except for vault lights), the bending, fabrication, assembling of all iron and steel for reinforced columns, beams and girders, where concrete is substituted wholly or in part for structural steel and for all concrete slabs. Archers and other bodies of concrete supported arches and other bodies of concrete supported by corrugated or sheet metal or reinforced with rods or mesh and used in connection with structural steel. The erection of chutes and spouts for concrete where attached to steel towers, and the cables and guys for same, to be done by ironworkers. Steel chutes in all cases to be handled and erected by ironworkers. An ironworker shall be placed on all concrete work until such time as steel is completely covered with concrete, on each job of reinforced concrete, there shall be a foreman, who shall have charge of all men on this class of work, and shall work with his tools when requested to do so. Cutting of three-quarter inch rod and above that size, left to the Employer's discretion.

(F) Reinforcement bars on all jobs shall be cut and bent on the job. However, the use of shop bent steel on highway and bridge projects is at the Employer's sole discretion. Any repairs or alternation to shop bent steel after it's delivered to the job site will be performed at the job site by ironworkers. An employer's utilization of a portable power bending machine on the job is optional and acceptable. Effective July 1, 2001, on waste treatment plants, sewer plants, water treatment plants, pump station and power plants, on e steel truck may be shop bent.

(G) Technology changes are constantly occurring in the manufacturing processes of producing building components which modify the composition (or gauge) of the materials used to achieve the final products but are still designed and manufactured to function the same products which are traditionally manufactured products in carbon steel, high strength steel or stainless steel. In these cases where new or modified material are replacing or substituting or working in conjunction with traditional metal sections, products or structural shapes typically installed by Ironworkers, the work or erecting or installing the modified product is the work of the Ironworker, without any exceptions.

(H) The transfer of foremen and men on jobs 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 a contract for job, provided man selected is not employed elsewhere and a report of such discharge and/or selection is made to the hiring hall having jurisdiction. Should the job require additional bent steel, the contractor may make this request. This should be requested at the bid and requires mutual agreement.

**4.2 (A)** Each Association desiring to do so may form a Committee comprised of one representative from the District Council and one representative from the Association.

(B) The Committee shall be served by a Secretary who shall be designated by the Committee and who shall be a member of one of the signatory Associations.

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

(D) The Committee will discuss all phrases of this Collective Bargaining Agreement (except jurisdiction) with the objective of making the industry more efficient.

**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 Ironworkers Funds of Northern NJ, 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 XII herein, and failing resolution may be submitted by either party to a Court having jurisdiction or an arbitrator selected by the New Jersey State Board of Mediation for resolution.

**ARTICLE V**  
**Work Hours and Overtime**

**5.1** Eight hours, between 8:00 A.M. and 4:30 P.M., with one-half hour lunch, shall constitute the regular work day. When mutually agreed to by the Employer and the Union, four (4) ten-hour days may be worked Monday through Thursday at straight time pay. Friday may be used as a makeup day at straight time for days lost due to inclement weather or for other mutually agreed reasons. If Friday is not a make-up day, all hours worked Friday will be paid at time and one-half (1 1/2) the base rate.

**5.2** 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.

**5.3** Overtime, Monday through Friday, shall be at time and one half in addition, work on Saturday shall be a time and one half. Any work on Sundays and holidays shall be double time rate.

**5.4** When so elected by the Employer, multiple shifts on a temporary basis of at least five consecutive days duration may be worked. Any period of time less than five consecutive work days may be considered shift work if mutually agreed to

by the union and the employer. Standard Shift Work provisions as follows: When a two shift Schedule (including a day shift) is established, the first or day shift shall be established on an eight (8) hour basis. The second shift shall be established on a seven and one-half ( 7 1/2) hour basis, and the third shift shall be established on a seven (7) hour basis. The first shift shall receive the base rate plus 15 %. The third shift shall receive the base rate plus 20 %. The intent of the parties with respect to shift work is 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.

When an irregular shift must be established, the rate shall be the base rate plus \$5.25 per hour.

**5.5** When a contractor plans to work overtime on a Saturday or Sunday, the foreman and the steward must be notified by 11:00 a.m. on Friday, unless overtime is an emergency.

## **ARTICLE VI**

### **Holiday Pay**

**6.1** All work performed on New Year's Day, President's Day, Memorial 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. For work performed on said Holidays, Straight Time employees shall receive Holiday pay plus double time.

**6.2** Foreman and Superintendents who are employed though 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 Superintendents) shall receive Holiday pay plus double time. If there is but one (1) Ironworker employed on a job he shall receive Foreman wages.

## **ARTICLE VII**

### **Show Up Time**

**7.1** 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 their scheduled starting time, and must go to work, weather permitting. It is understood, however that the Superintendents 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 (2) two hours pay as hereinabove provided for journeymen and apprentices.

### **ARTICLE VIII** **Wage Rates – Wage Payment**

**8.1** The hourly and daily wage rates for ironworker journeymen, foremen and superintendents employed in the jurisdiction of the District Council Ironworkers Funds of Northern NJ, during the term of this Agreement or any extension thereof, are set forth in Schedule "A" attached hereto and made a part hereof.

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

**8.3** 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 without limitation, payments of compensation of any nature, made under this agreement or otherwise for period such as vacation, holiday, illness, show-up time, over time, incapacity, severance or layoff shall be included with pay for work performed as "gross wages" hereunder but without additions, deductions or pyramiding of any sort.

**8.4 (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 a bona fide member of either the Associated General Contractors of New Jersey or the Construction Contractors Labor Employers of New Jersey; (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 is he 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 the 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.

(D) The Local Union in whose jurisdiction the project is located, shall select the Steward for the ironworker work and that steward will be the last journeyman laid off. Ironworkers recruited after projects have started shall be recruited from the local union's hiring hall whose jurisdiction the job site is located.

**8.5 Local Union Dues and Assessments:** 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 10% per year, liquidated damages at 10% and 20% attorneys fees. Said arbitration may be heard with claims for delinquent Fund contributions."

## **ARTICLE IX**

### **Hard Hats – Tools – Safety**

**9.1** It shall be the responsibility of each employee to wear a hard hat whenever the employee passes or works within an area where there is a possibility of being struck by falling or moving objects or materials as required by the Occupational Safety and Health Act.

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

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

**9.4** On hazardous waste removal, on a state or federally designated hazardous waste site where the ironworker is required to wear level A, B, or C personal protection, the ironworker shall receive an hourly wage rate of the regular hourly wage plus \$3.00 per hour.

## **ARTICLE X**

### **Insurance Coverage**

**10.1** The Employer bound hereby shall carry fully insurance coverage to provide full benefits under the Workmen's Compensation Law of New Jersey regardless of the number of ironworkers employed. Such employers 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 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 from employment with the defaulting Employer immediately upon the occurrence or discovery of said breach.

**ARTICLE XI**  
**Trust Funds,**

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

(A) Each employer bound hereby shall, effective July 1, 2005 in addition to paying the wage rates and wages, promptly pay to the Trustees of the following named Trusts of the Iron Workers District Council Ironworkers Funds of Northern NJ, constituted and created by the following listed agreements and Declarations of Trust, the sum of money for each hour equivalent of gross wages paid as hereafter set forth.

The amount paid to the fringe benefit Fund shall be shown below.

<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	\$6.00
Welfare Fund	4/01/50	\$7.00
Vacation Benefit	11/10/64	\$7.65
Annuity Fund	9/30/70	\$8.45
Apprentice Training Fund	8/27/64	\$ .30

## **11.2 Industry Advancement Fund**

(A) In Addition to paying the above wages, and wage rates, and contribution to the several Trust Funds abovementioned, each Employer hereby bound shall promptly pay to the Administrator of the Trust Fund commencing on July 1, 2005 and continuing throughout the term hereof, unless sooner terminated, the sum of two (0.02) cents per hour gross wages paid for each ironworker whom he employs in the jurisdiction of said Union or of the Local Union above named for the purpose of funding industry advancements programs.

(B) The said advancement fund, and all monies and property held by or for it, shall be administered, managed and/or operated solely and exclusively by Employer Trustees elected or appointed by the Associated General Contractors of New Jersey and the Construction Contractors Labor Employers 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 contribution shall be paid to said Administrator 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 Ironworkers Funds Service Facility which processes 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 Association aforementioned on an equitable pro-rata basis to be by them calculated and determined.

### **11.3 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 (A. Pension Fund, B. Welfare Fund, C. Vacation Fund, D. Apprentice Training Fund, E. Annuity Fund, F. Industry Advancement Fund, G. Impact Fund) shall consist of the purchase by every Employer covered hereunder from the Trustees of the several Funds a benefit voucher for delivery to each ironworker who they employ in the Jurisdiction of the District Council Ironworkers Funds of Northern NJ from and after July 1,2005 as follows:

Hourly Benefit paid to each  
ironworker .....\$29.74

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

Pension Fund	\$6.00
Welfare Fund	\$7.00
Vacation Benefit	\$7.65
Training Program	\$ .30
Annuity Fund	\$8.45
Industry Advancement Fund	\$ .02
District Council Fund	\$ .02
Impact Fund	<u>\$ .30</u>
	\$ 29.74

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	\$1189.60
8 Hour	\$237.92
1/2 Hour	\$14.87

1/4 Hour equivalent of gross wages \$ 7.44

## **11.4 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 Declaration of Trust Expressly relating to the Pension Fund, the Welfare Fund , the Vacation Benefit, the Apprentice Training Fund, the Annuity Fund, 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 Declaration of Trust are incorporated herein and hereby 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 Trust 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 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 Trust or Funds abovenamed or mentioned;

(4) that, in addition to any remedy available to the Trustees of the abovementioned Trust or Fund, 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 Union of which it is comprised, and, without notice and without any recourse or liability whatsoever in any court or in the State and Federal administrative agency, now existing or hereafter created, refuse to refer Ironworkers to any Employer who defaults, or who is 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 an 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 ten (10%) percent per annum, and 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 of any audit was made, and all defenses, except one with respect to the amount actually due, are hereby waived or abandoned;

(6) In the event that an Employer has failed to post a \$25,000 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 of 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." The Trustees of any Fund or alleged delinquent Employer may request arbitration of any alleged delinquencies or breach of agreement regarding Fund contributions and arbitration must be heard within sixty (60) days after such request. The Trustees may join an individual ironworker as a party to such arbitration proceeding or Fund contributions in which such ironworkers maybe be involved. Each ironworkers subject to this Agreement does hereby though his duly authorized representative, consent to such joinder.

And the issuance of an award binding upon him in connection therewith. The arbitration shall be heard at the District Council Ironworkers Funds of Northern NJ, 12 Edison Place, Springfield NJ, 07081-1310, And the procedures followed shall be in accordance with the rule 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, Esp. of New Vernon, New Jersey.

Any Employer who contracts out or sublets any work within the jurisdiction of the union shall assume the obligations of any of their subcontractors for a prompt payment of employees' benefits including reasonable attorney's fees incurred, in enforcing the provisions hereof but limited, however to the total amount then due by the employer to the subcontractor at the time of the notice by the Union of the fund office of the subcontractor's delinquency.

(7) Delinquent Employers required to arbitrate claims for Fund delinquencies hereunder and ironworkers joined in the arbitration pursuant to this Article hereby agree that they are obligated to present to, litigate before, the Arbitrator all defenses of whatsoever type or nature then existing, including the defense of arbitrate 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.

(B) Each Employer bound hereby agrees and the district council shall require from all the

employers including members of the Associated General Contractors of New Jersey that before it shall be entitled to receive a voucher from the Administrator of the Fringe benefit funds, it shall post with the Fund Administrator a surety or indemnity bond in the amount of Twenty-Five thousand dollars issued by a Surety or Bonding company with a B+ or better rating as fixed by the United States Treasury Department or in, lieu thereof by depositing \$ 25,000,00 in security for the payment of fringe benefits. All employer presently paying ironworkers under the voucher system shall have no more than sixty (60) days from July 1, 2005 to post the aforesaid bond. In addition, 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 this State for the recovery of any contributions due 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 an additional bond or deposit such additional 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 he had 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 agreement 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 XII**

### **Grievances – Strikes – Lockouts**

12.1 All grievances or disputes involving the interpretation or application of the Collection 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.

**12.2** Pending such procedure, there shall be no Strike or lockout. This does not apply to stoppage or work ordered by the Building Trades Council or for delinquent contributions.

**12.3** At no time shall there be a strike or lockout declared. If the said Committee has absolutely failed to resolve the dispute, the matter can be submitted by either party to the New Jersey State Board of Mediation for final and binding arbitration and only the Employer and the Union shall have the right to submit any grievance to arbitration.

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

**12.5 Project Labor Agreements:** No project labor agreement shall modify Article 4.1, Work Jurisdiction, or provide increased wage and benefit levels beyond those provided in this Agreement without the mutual consent of the parties. A representative of the employer associations may request to participate in any negotiations for project labor agreements in which they participate.

**ARTICLE XIII**  
**Apprentices and Trainees**

**13.1** The Joint Apprenticeship Committee of the Ironworkers District Council Ironworkers Funds of Northern NJ ("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.

**13.2** For rebar work only, the ratio of apprentices or trainees to journeymen 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.

**13.3** Whenever the Employer requires the services of an apprentice or trainee, requests 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 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 apprentice or trainee is not a "covered employee" under the terms of this Collective Bargaining Agreement nor is the Union his bargaining agent.

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 Ironworkers 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 of such apprentice or trainee, then the cost of such coverage is the sole and exclusive responsibility of the Employer, and neither the Union nor District Council Ironworkers Funds of Northern NJ 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 XIV** **Hiring Hall**

**14.1** 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 XV**  
**Term of Agreement**

**15.1** This Agreement shall become effective July 1, 2005 and continue in full force and effect through June 30, 2008. If either party desires any change or modification in this Agreement for ensuing contracts, it shall be obligated to serve upon the other party a notice sixty (60) days prior to the terminal date hereof setting forth the changes or modifications desired.

IN WITNESS WHEREOF, the parties have signed and delivered these presents on the 30th day of June, 2005.

DISTRICT COUNCIL OF NORTHERN NEW JERSEY INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS, COMPRISED OF LOCAL UNIONS 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 JOHN E. WADE  
John E. Wade

By WILLIAM T. MULLEN  
William T. Mullen

THE ASSOCIATED GENERAL CONTRACTORS  
OF NEW JERSEY

By RICHARD L. FORMAN

Richard L. Forman, Authorized Representative

CONSTRUCTION CONTRACTOR LABOR  
EMPLOYERS OF NEW JERSEY

By ROBERT A. BRIANT, SR.

Robert A. Briant, Sr., Authorized Representative

**AGREEMENT WITH INDIVIDUAL EMPLOYER:**

The undersigned individual Employer in consideration of the previous execution of this Agreement by the District Council Ironworkers Funds of Northern NJ International Association of Bridge, Structural, Ornamental and Reinforcing 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.

**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, ORNAMENTAL AND  
REINFORCING IRONWORKERS

BY \_\_\_\_\_

Business Agent

---

Print Name of Business Agent and Number of Local Union

**SCHEDULE "A"**  
**WAGE RATES**

**Effective July 1, 2005 through June 30, 2006.**

Rod Superintendents	\$31.64 per hour
Rod Foreman	\$31.39 per hour
Rod Journeyman	\$29.39 per hour

**Effective July 1, 2006 through June 30, 2007**

Wage rates will depend upon the allocation of the agreed upon \$ 2.50 increase between the District Council and the Associated General Contractors and the Construction Contractors Labor Employers of New Jersey.

**Effective July 1, 2007 through June 30, 2008.**

Wage rates will depend upon the allocation of the agreed upon \$ 2.25 increase between the District Council and the Associated General Contractors and the Construction Contractors Labor Employers of New Jersey