

CONTRACT  
Between  
NICHOLAS GALVANIZING COMPANY

And  
United Steel, Paper and Forestry, Rubber,  
Manufacturing, Energy, Allied Industrial and Service  
Workers International Union (known in short as  
United Steelworkers)  
A.F.L.-C.I.O.-C.L.C.

on behalf of  
Its LOCAL 8228-97

EFFECTIVE:  
August 1, 2019 through July 31, 2022

## **AGREEMENT**

**AGREEMENT** made this 31st day of July, 2019, by and between the NICHOLAS GALVANIZING COMPANY a corporation having its principal place of business at 120 Duffield Avenue, Jersey city, New Jersey and ITS SUCCESSORS OR ASSIGNS, hereinafter referred to as the "COMPANY" and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (known in short as United Steelworkers), AFL-CIO-CLC, on behalf its LOCAL UNION NO. 8228-97, having its principal office at located at 2025 Lincoln Highway, Suite 130, Edison, NJ 08817, hereinafter referred to as the "UNION".

### **WITNESSETH:**

The general purpose of the Agreement is in the mutual interest of the Company and its employees, to provide for the operation of its Plant at Jersey City, New Jersey, under methods which will further to the fullest extent possible the safety of the employees, economy of operations, quality and quantity of output, cleanliness of Plant, protection of property and fair working conditions. It is hereby recognized it is the duty of the Company and its employees to cooperate fully, individually and collectively through the Union for the advancement of said conditions.

In consideration of the mutual covenants, promises and conditions hereinafter set forth, the said parties agree to and with each other as follows:

### **UNION CONDITIONS: SECTION 1**

- A. The Company hereby recognizes the Union as the exclusive bargaining agent, subject to the terms of this Agreement, on all questions affecting job classifications, and the rates of pay, wages, hours and conditions of employment of all employees covered and defined in Schedule "A" annexed hereto.
- B. The Employer shall have the right to hire all new or additional help in the open market, provided however, that such additional help shall be required to become and remain members in good standing of the Union after a probationary period of ninety (90) days or ninety (90) days after the effective date of this Agreement, whichever is later.
- C. No production may be performed by an employee not a member of this Union, except probationary employees. Work that cannot reasonably be performed by employees, may be subcontracted for by the Company on the outside and shall not be subject to any of the provisions hereof, or any other conditions or restrictions.
- D. An accredited representative of the Union, not an employee of the Company, shall in performance of his/her duties be permitted to enter the Company's place of business for the purpose of attending to Union matters, with the understanding that he/she will notify the plant Supervisors of his/her admittance, and perform

his/her duties on the premises in such a manner as not to interfere with the Company's production or the operation of its business.

### **CHECK OFF: SECTION 2**

It is agreed that the Company shall deduct from each employee who has completed thirty (30) days or more of employment that amount of dues due to the Local Union and shall forward same to the office of the International Secretary-Treasurer no later than the 15th day of each month. The Union, in turn, shall submit to the Employer written consent of each employee for the making of such deduction. The Company shall also for each probationary employee who has completed thirty (30) days of employment and from the next wage payment thereafter, deduct and forward to the office of the International Secretary-Treasurer a minimum of one hundred twenty-five (\$125.00) dollars for the initiation fee due to the Union. The Union shall, prior to such deduction, furnish to the Employer a written consent, signed by the employee, authorizing the making of such deduction.

### **WAGES: SECTION 3**

- A. The Company agrees to pay the wages set forth in the wage schedule attached hereto and made part of this Agreement. If there are job classifications that are not covered in this Agreement, they may be added during the life of this Agreement, provided however the Company shall first take up the subject with the Union.
- B. No rate of pay or incentive wages shall be changed unless the Union Office has been notified in writing and approval of same are given. However, any cases where an employee is completing the required amount of time allowed for increases in accordance with the schedule attached hereto, it will not be necessary to notify the Union office.
- C. Effective 8/1/2019 there shall be a General Wage Increase of Fifty (\$0.50) Cents Per Hour applied to all rates.
- D. Effective 8/1/2020 there shall be a General Wage Increase of Twenty-Five (\$0.25) Cents Per Hour applied to all rates.
- E. Effective 8/1/2021 there shall be a General Wage Increase of Twenty-Five (\$0.25) Cents Per Hour applied to all rates.

### **HOURS OF WORK: SECTION 4**

The work day shall consist of eight (8) hours and the work week shall consist of five (5) days, Monday through Friday inclusive. All work in excess of eight (8) hours on any one (1) day shall be paid for at one and one-half (1 1/2) times their regular rate.

1<sup>st</sup> shift will begin at 6:00AM through 2:30PM. 2<sup>nd</sup> shift will begin at 2:30PM

through 11PM.

In the event a third shift is established, employees working on that shift shall receive a shift differential of twenty cents (\$.20) per hour.

Saturday and Sunday shall be considered Premium Days.

All paid time off counts as time worked for the purpose of calculating overtime.

All work performed on Saturday will be paid at one and one-half (1 1/2) times the employees rate as long as the employee has worked a minimum of forty (40) hours Monday through Friday.

All work performed on Sunday will be paid at two (2) times the employees rate as long as the employee has worked a minimum of forty (40) hours Monday through Friday.

The Company shall notify the Union through the Business Agent regarding any change in regular plant or shift hours and approval must be given on same. However, if the Company is unable to contact a representative of the union, a temporary change in shift or plant hours for a period of one (1) day will be allowed,

No less than one-half (1/2) hour and no more than one (1) hour shall be allowed for lunch period at a reasonable time of the day to be fixed by the Company. Changes in regular scheduled lunch periods shall first be taken up with the Union, except in case of emergency.

#### **REPORTING TIME: SECTION 5**

When the Company has no work for an employee for his/her next regular shift, the employee is to be notified, in writing, at the end of the shift that he/she is currently working. When an employee regularly reports for work he/she shall be guaranteed four (4) hours work on the shift for which he/she reports; when an employee starts the second half of his/her regular shift, such employee shall be guaranteed an additional four (4) hours pay. If a shift is worked only four (4) hours, time shall not be split up nor shall any employee who has worked on such shift be required to report for work until twenty-four (24) hours from the regular time for beginning of such shift.

It is agreed that in case of fire, explosions, floods, power failure, Acts of God, and conditions beyond the control of the Company, which prevents plant operations, the above paragraph shall not be applicable.

#### **CALL TIME: SECTION 6**

When an employee is called to work for any time other than one (1) hour before his/her regular shift, he/she shall be paid a minimum of four (4) hours pay at one and one-half (1 1/2) times his/her regular rate.

Should the employee be called to work within one (1) hour or less and then continues into his/her regular shift, the hour or the part thereof shall be considered as overtime hours and not call time.

### **WORK WEEK AND OVERTIME: SECTION 7**

- A. All work Monday through Friday, including overtime and holiday and premium days, shall be allocated by job classification and within the department except however, when a crew is completing an order which will not take more than approximately one (1) hour's time, or when a pressman is on make ready.
- B. The Employer shall give the employee required to work overtime at least four (4) hours notice prior to the start of such overtime. The notified employee shall be excused from his duty of working overtime when requested upon giving at least four (4) hours notice to the Employer of unavailability for such over time, having a reasonable excuse. Notice as herein stated from the Employer or employees shall not be required in cases of an emergency where the parties have no control.
- C. When an employee works overtime or any premium day, he/she shall receive the rate for the job classification on which he/she works.

### **HOLIDAYS: SECTION 8**

- A. To be eligible to receive payment for the following holiday: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, December 24th, Christmas Day, December 31st and the Employee's Birthday, the employee must work the last scheduled day before and the first scheduled day after a holiday to receive payment for the holiday. Effective January 1, 2019, New Years' Eve shall be changed to a floating holiday off with pay, the choice of which shall be up to the individual Employee, who shall provide reasonable notice to the Employer of the day selected.

The only exception to the preceding paragraph will be when an employee has a death in his/her immediate family, specifically his/her mother, father, sister, brother, wife, husband, children, stepmother, stepfather, legal guardian, mother-in-law, father-in-law, or the employee is out sick within a thirty (30) day period before or after the holiday and furnishes the Company with a doctor's certificate on the day in which they return to work, or in cases where the Employer does not provide work for the employees,

- B. No production employees shall be required to work on any of the herein mentioned holidays. If the Company finds that it is necessary to do any production work, they shall first obtain permission from the Union Office. Any employee who is required to work on any of the herein mentioned holidays shall be paid a full day's pay at his/her average hourly rate plus time and one-half (1 1/2) for the hours actually worked, except when the holiday falls on Saturday, the employee shall receive double time (2) for the hours actually worked plus the holiday pay. When the holiday falls on Sunday, the employee shall receive double time and one-half (2 1/2) for the hours actually worked plus the holiday pay.

Under no circumstances shall an employee receive or be entitled to be paid for a holiday twice.

- C. Personal Days: All employees shall have four personal days, this is reflective to providing that all sick days be converted to personal days, which also shall be given regardless of seniority (this doesn't affect the Birthday Holiday, which also is provided in this contract).  
Anyone hired after 10/21/10 will receive personal days as provided herein upon one year of employment, accruing one day per year of service until the contract maximum is reached.
- D. Should any of the herein mentioned holidays fall on either Saturday or Sunday and the employee is not required to work on that day, he/she shall receive a full day's pay at weekday rates, based on the average straight time hourly earnings.
- E. When a holiday falls within a vacation period and an employee takes a vacation, he/she shall be paid in addition to his/her vacation, the holiday pay.
- F. All new employees who are on their ninety (90) days probation when a holiday occurs shall, upon the completion of the ninety (90) days probationary period, and are still on the Company's payroll and be a paid-up member, shall receive retroactive pay for the holiday.

#### **PAID VACATIONS: SECTION 9**

- A. All employees who, as of the anniversary date of their employment, have been regularly employed and have completed at least 1200 hours in the year period immediately preceding said anniversary date, shall receive with pay as follows:

After one (1) year and up to three (3) years	One (1) week
After three (3) years and up to seven (7) years	Two (2) weeks
After seven (7) years and up to fifteen (15) years	Three (3) weeks
After fifteen (15) or more years	Four (4) weeks

If less than 1200 hours have been completed in accordance with the above formula then, in that event, employees shall receive vacations in accordance with the

following schedule:

If normally one (1) week	none
If normally two (2) weeks	One (1) week
If normally three (3) weeks	Two (2) weeks
If normally four (4) weeks	Three (3) weeks

In establishing vacation credits, employees hired up to and including the 15th day of the month, shall receive credit for a full month. Employees hired after the 15th day of the month will not receive any credit for that month. It is further provided that any year in which an employee works less than 1200 hours shall be considered as a full year of employment and all future accruals of vacation time.

- B. Employees shall be entitled to vacation pay based upon their regular weekly rate of pay for the calendar year preceding the year in which the vacation is taken.
- C. All vacation pay due to any employee shall be paid by the Employer on or before the last day prior to the commencement of his/her vacation.
- D. Whenever possible, vacations shall be granted between June 2nd and September 15th of each year, at times mutually agreed upon between the Company and the Employees. In cases of disputes as to time of vacation between employees, seniority shall prevail.
- E. An employee who leaves the Company after giving forty-eight (48) hours notice or is discharged for cause other than dishonesty, shall receive pro-rated vacation based upon his/her date of hire.

For employees who have previously received either a pro-rated or full vacation:

One twelfth (1/12) of a week for each month from July 1st of the previous year to date of separation, provided they have worked an average of at least 100 hours per month.

Any vacation already received by such employees in the current year shall be applied against such vacation.

For the purpose of establishing vacation credits for separated employee, the following shall apply:

- 1. If separated on or before the 15th of the month, separation date for vacation purposes shall revert back to the 1st of such month.
- 2. If separated after the 15th of the month, then the separation date for vacation credit purposes shall be advanced to the 1st of the month following the date of separation.

### **DEATH IN FAMILY: SECTION 10**

Should an employee have a death in his/her immediate family, specifically, his/her mother, father, sister, brother, wife, husband, children, step-mother, step-father, legal guardian, mother-in-law, father-in-law, grandmother or grandfather, such employee shall be allowed three (3) days off without loss of pay provided such death occurs so as to prevent the employee from working his/her regular scheduled work week.

### **RETIREMENT SEVERANCE: SECTION 11**

Any employee who has completed twenty-five (25) years or more of service with the Company shall be entitled to four (4) weeks retirement severance pay when he/she retires. It is understood and agreed that the Company will pay on Severance Retirement Clause when a member retires or is totally disabled. They will receive two (2) weeks after ten (10) years of service and three (3) weeks after twenty (20) years of service.

### **LAY OFFS: SECTION 12**

- A. All lay offs in excess of one (1) day shall be made in order of seniority of service by department. If there is no work in a department which necessitates a lay off, employees through order of seniority shall have a preference over the most junior employee in the plant who has less seniority than the employee who is supposed to be laid off. It is understood that the employee so transferred shall be paid the classification rate of the job. The department steward shall be notified regarding all layoffs in his/her department.
- B. All regular employees who have been in the employ of the Company for one (1) year or more shall be entitled to one (1) week's notice of any lay off that will extend one (1) week or more. If such notice is no given to the employee, such employee shall be entitled to one (1) week's pay of forty (40) hours. The provisions of this Section shall not apply in cases of a breakdown or interruption of work because of any labor problems or emergencies beyond his/her control, which includes layoffs for lack of work.

### **POSTING FOR JOBS: SECTION 13**

- A. When a permanent vacancy occurs within a department, notice of such vacancy shall be posted within the department for a period of forty-eight (48) hours. A copy of the notice shall be sent to the Union Office. During the forty-eight (48) hour period, any employee in the department who desires the job shall bid for it, in writing. Seniority and qualifications shall be the determining factors in deciding which employee shall receive the job.
- B. When a permanent vacancy must be filled from outside the department, notice of such vacancy shall be posted plant wide for a period of forty-eight (48) hours. A

copy of the notice shall be sent to the Union Office. During the forty-eight (48) hour period, any employee in the plant who desires the job shall bid for in writing. Seniority and qualifications shall be the determining factors in deciding which employee shall receive the job. The employee selected under this provision will be paid the rate of the new classification and shall retain his/her seniority in his/her old job classification for a period of three (3) months.

#### **DISCHARGES: SECTION 14**

**A. Discharge for Just Cause:**

No regular employee shall be discharged except for just cause.

**B. Discharge for Inefficiency, etc:**

When inefficiency or lack of effort exists on the part of any employee after due warning from the supervisory force of the Employer to the employee in the presence of the department steward or alternate, and the Union Office shall be noticed, in writing and the employee fails to conform to the fair production or other requirement of the Employer, such failure shall be cause for discharge.

**C. Notice of Discharge and Reason therefore:**

The Employer shall, by no later than the end of the work day following the date of discharge, give notice of all discharge cases to the department steward and to the Union Office, and the said notice shall contain the reason for discharge.

**D. Application for Reinstatement:**

If an employee contends that discharge has been unjust, such employee may make application for reinstatement by giving notice thereof in writing to a representative of the Union at the Union office, within forty-eight (48) hours from the time of the discharge and thereafter by the Union giving notice thereof, in writing, to the plant manager of the Company within ninety-six (96) hours from the time of discharge. If reinstatement is refused, the parties hereto shall present the question of the justification of discharge to arbitration as herein provided. If, as a result of arbitration, it is decided that an employee was wrongfully discharged, he or she may be paid wages for the time lost but not to exceed four (4) weeks.

**E. Waiver of Prior Right of Discharge Not Precedent:**

The failure of the Company to exercise the right of discharge for any reason given here under on one (1) or more occasions, or with respect to one (1) or more employees, shall not be considered as a waiver or deprive the Company of the privilege to nevertheless exercise such right with respect to other employees, or at any other time during the term hereof.

#### **SENIORITY: SECTION 15**

**A. Seniority shall be used in determining the status of the employee as to whether**

he/she shall work on the day or night shift, it being understood that the senior employee shall have his/her choice, however, once the shift is selected, the employee must remain on such shift until an opening comes up, then the employee may bid for such new opening.

- B. All stewards shall have top seniority over any other employee regardless of the length of service with the Company, however, this shall only pertain to lay offs and not to advancement or promotions. For Saturday, Sunday, and holiday overtime, seniority and qualifications, which qualifications have been determined by management shall govern.

### **TERMINATION OF JOB: SECTION 16**

All rights of job security shall be terminated in the following cases:

1. When an employee has been laid off for a period of at least six (6) months or has been laid off for less than six (6) months and in such latter case is called to return to work by the Employer, and does not report for work within two (2) days after notice is forwarded to employee's last address of record in the plant.
2. When an employee is absent without leave for a least four (4) consecutive days.
3. Where an employee overstays authorized vacation without justifiable cause beyond the control of the employee.
4. Where an employee overstays an authorized leave of absence for a specific time without an authorized extension.

Absences because of authenticated illness or incapacity caused by accident, provided such illness or incapacity is certified by a doctor's certificate produced by no later than the day when the employee returns for work, shall not be counted in the allowable days of absence state above. Employees absent for thirty (30) days or more because of illness in order to retain their job will be required to notify the Employer, in writing at least once every thirty (30) days that the employee is absent because of illness, that such employee intends to return to work when recovered.

### **TEMPORARY TRANSFERS: SECTION 17**

Employees temporarily transferred to another job for a period of less than eight (8) hours, shall receive their base rate of pay. Temporary transfers beyond eight (8) hours may not be made to exceed thirty (30) days to take care of unusual conditions. Such transfers shall, in case the employee is qualified, be made on the basis of seniority, namely, the employee with the least amount of seniority shall first be required to accept the transfer. Any employee who is so temporarily transferred to any other job or department shall receive his/her average earned rate of pay or the top rate of pay for the job to which

he/she is transferred, whichever is higher, and his/her average earned rate of pay shall be based upon the prior week's payroll record.

### **REST PERIOD: SECTION 18**

The Company agrees to continue their present rest periods and to establish with the Union a wash-up time for certain departments where the employee is required to work with ink, grease, dirt, etc. Time devoted to rest periods and wash-up periods shall be considered as working time for the purpose of computing earnings and such conditions shall be enumerated in the addendum.

### **STEWARDS: SECTION 19**

The Union Representative shall appoint as many stewards as he/she deems necessary to take care of the complaints of the employees.

### **GRIEVANCES: SECTION 20**

#### **A. Procedure:**

If an employee has a grievance except discharge against the Employer which has not been settled by the department steward, the same shall be set forth, in writing, and an earnest effort shall be made to adjust such grievance as quickly as possible by successive steps as follows:

1. Between the department steward and the foreman/forelady.
2. Between a Business Representative of the Union and the Production Manager, Superintendent or Personnel Manager.

#### **B. Final Step:**

In case of failure to agree on such grievance after such successive steps, the grievance shall be heard at a conference between representatives of the Union and of the Employer specially designated for that purpose.

#### **C. Written Decision:**

If a decision shall be arrived at as a result of any of the aforesaid steps, such decision shall be reduced to writing and signed by the said representatives of both parties hereto, and shall be deemed to have finally sealed such controversy.

### **ARBITRATION: SECTION 21**

Any and all disputes or controversies arising under or in connection with the terms and provisions of this agreement or in respect to anything not herein expressly provided for, but germane to the general subject matter of this agreement, which disputes or

controversies cannot be or are not settled or adjusted in accordance with the prior section hereof, shall be submitted for decision to an arbitrator. The arbitrator to be selected by both sides by mutual agreement, and in the event that they fail to do so agree within twenty-four (24) hours after demand for the appointment of any arbitrator, the New Jersey State Board of Mediation shall appoint the arbitrator and the decision of such arbitrator shall be assessed against the losing party or in such a manner as the Board may deem just in the circumstances. Should any Company refuse to arbitrate any cases submitted by the Union, the Union reserves the right to strike.

### **CONSCRIPTION: SECTION 22**

- A. If, during a state of national emergency requiring defense of the country, any employee who has been drafted or who has volunteered, or who may hereafter be drafted or volunteers into the Armed Forces of the United States of America, such employee within ninety (90) days after the termination of, or honorable discharge from such service shall be entitled to reinstatement to the position he/she occupied when he/she left the employ of the Company for such government service at the then current rate of pay without loss of any seniority rights or vacation privileges, provided he/she is physically and mentally able to safely and efficiently perform the duties of such position. Any employee inducted into government service shall receive his/her vacation at the time of induction from the period accrued to that time, provided he/she is entitled to a vacation at the time. Vacation pay and vacations shall be resolved upon his/her resumption of work.
- B. If any employee is required by Government regulation to take a physical examination which would require an employee to take off time in that event, the Employer agrees to pay the said employee for any time lost up to one (1) day in one (1) year.

### **LEAVE OF ABSENCE: SECTION 23**

- A. Any employee who has been employed by the Company or who may be employed by the Company when working for the Union shall be considered as an employee on permissive leave of absence at any one time for a period not exceeding six (6) months.
- B. A leave of absence may be granted to any employee when requested, in writing, providing it is mutually agreed between the Union and the Company. No leave of absence shall be granted for more than three (3) months unless consent has been given for an extension.

### **JURY DUTY: SECTION 24**

When any employee is called for jury duty, the Company shall pay to such employee the difference between the employee's regular hourly wage and the amount of monies paid him/her for such jury duty provided the employee provides proof of such

service from the court. Said payments shall not exceed ten (10) days in any two (2) year period.

#### **RULES AND REGULATIONS: SECTION 25**

The Employer shall have the right to make reasonable rules and regulations for the conduct of its business to be observed by the employees, and also to provide penalties for the violation hereof. The Employer agrees that before making rules and regulations effective, it will notify the Union, giving twenty-four (24) hours' notice.

#### **HEALTHFUL WORKING CONDITIONS: SECTION 26**

The Employer shall maintain good, sanitary and healthful working conditions in its plant. The Company and the Union agree to cooperate to achieve proper working conditions during the term hereof.

**First Aid Facilities:** First Aid facilities for adequate treatment of employees who become ill or injured during the course of work shall be at all times maintained within the plant.

**Physical Examination of Employees:** The Employer shall have the right, at its own expense, to require the employees to undergo physical examinations, provided the consent of the Union is first obtained.

**Injury of Employees:** Any employee who is injured on the job and who has to report to the doctor, should the doctor not allow the employee to return to work that day, the employee shall receive a full day's pay for that day.

#### **CONTRACT ENFORCED BY UNION: SECTION 27**

The Parties hereto hereby agree that no individual member of the Union shall have any privilege or right of any kind, nature or description to enforce provisions of this agreement as against the employer. All rights of any kind, nature or description, shall be enforced by the Union and the Employer. The Union and the Employer are hereby recognized as the real parties in interest to this agreement with respect to its enforcement and no individual contact is intended hereby. Any provisions of this contract may, by mutual consent in writing by the Union and the Company, be changed, altered, or relaxed provided approval as may be required by the regulations of the Union and the Company is first obtained.

#### **RECORD ON PAY ENVELOPES: SECTION 28**

The Company agrees to record on all pay envelopes or such other acceptable form the number of hours worked and wages earned by each employee so that each employee may have a record of the hours worked and the wages earned during each week.

### **EXAMINATION OF WAGE RECORDS: SECTION 29**

The Employer agrees to make available to the representative of the Union, upon reasonable cause shown and at a reasonable time, the time cards or pay checks of any employees governed by this agreement.

### **BAN AGAINST STRIKES OR LOCKOUTS: SECTION 30**

- A. There shall be no strikes of any kind, sympathy strikes, sit down strikes or lockouts, walkouts, picketing, retarding of work, slowdown, boycotting or any stoppage of work by either party or any members or officers thereof during the term of this Agreement or pending a decision by arbitration; nor will either party or any members, representatives or officers thereof, directly or indirectly, aid, assist or be connected in any manner whatsoever with any of the aforesaid acts. The prohibition against the activities outlined in this paragraph is not intended and shall not be construed to oblige any members of the Union to pass through a picket line established by any affiliate of the AFL-CIO and approved and recognized by the Executive Board of the Union.
- B. In case of stoppage of work by employees, members of the Union, a shop steward or Union official shall be immediately notified, whereupon it shall be his or her duty to order such employee or employees to immediately return to or resume work and failure to do so forthwith shall be considered a breach of this contract.
- C. In the event that the arbitrators appointed as herein provided decide that either party to this contract has failed to comply with any decision rendered by such arbitrators within the time fixed by them, then the prohibition against strikes or lockouts shall no longer be binding upon the party who has complied with the decision of the arbitrators.
- D. It is further agreed that the Union shall not be held responsible for any stoppage of work by the employees, members of the Union, that has not been authorized by the Local Union. Any employee or group of employees who participate in any stoppage of work shall be dismissed by the Company.

### **PRIOR PRIVILEGE CLAUSE: SECTION 31**

It is hereby understood and agreed that if there are any existing conditions such as rest periods, etc. that are more favorable than are called for in this contract, the same shall be continued as heretofore.

### **VOID SECTIONS: SECTION 32**

Should any part of this contract become void or illegal, the remainder shall remain in full force and effect.

### **WELFARE BENEFITS: SECTION 33**

The Employer agrees to provide sick and accident benefits. The Employer agrees to provide Health Insurance to his employees through Horizon Blue/Blue Shield for its HMO Coins Plus 100/80 1000/80% NG (HMOc): effective November 1, 2010, with no cost share from its current employees for the life of this agreement (single, employee with spouse, employee with child, and/or Family coverage). Also, Employer agrees to be self-insured of 60% of the deductible, with the employees paying 40%.

It is agreed that any employee hired after the effective date of this Agreement will be provided with single coverage only (and may elect to pay the difference for spouse and/or children through payroll deductions from his/her weekly pay).

It is agreed that the parties shall have the right to change carriers, provided that there is no loss in benefits or coverage, upon agreement with the Union of such change in carrier.

The Employer further agrees to maintain his/her present group life insurance in the amount of seven thousand dollars (\$7,000.00) and accidental death and dismemberment coverage. The Employer agrees to maintain life insurance of five hundred dollars (\$500.00) upon retirement at age sixty-five (65). Eligibility for all benefits shall be six (6) months of employment, except for sick and accident insurance which shall be immediate coverage.

### **PENSION: SECTION 34**

The Company agrees to participate in the PACE Industry Union-Management Pension Fund ("Fund") in accordance with the terms and provisions of the Fund's "Standard Form of Agreement for Participation," attached hereto and made part hereof as Exhibit B to this Agreement, and the Fund's Rehabilitation Plan distributed on July 30, 2010.

Effective January 1, 2016, the 2010 Rehabilitation Schedule Increase will be \$0.3749 per hour worked for all employees.

### **SEVERANCE PAY: SECTION 35**

The Employer agrees that, should he move its place of business more than 50 miles from its current location; he shall provide severance pay of one week's pay for every year of service.

### **PAC CONTRIBUTION: SECTION 36**

The Employer agrees to provide payroll deduction for those employees which desire to contribute to the United Steelworkers Political Contribution Program.

## SCHEDULE A

### WAGE SCHEDULE

#### CLASSIFICATION

#### EFFECTIVE

	<u>8/1/2019</u>	<u>8/1/2020</u>	<u>8/1/2021</u>
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TRUCKER	\$16.40	\$16.65	\$16.90
GALVANIZER	\$15.23	\$15.48	\$15.98
SINKER	\$15.54	\$15.79	\$16.04
PICKLER	\$15.75	\$16.00	\$16.25
FORK LIFT	\$15.79	\$16.04	\$16.29

#### GENERAL HELP

STARTING RATE	11.85	\$12.10	\$12.35
AFTER PROBATION	12.10	\$12.35	\$12.60
6 MO OF EMPLOYMENT	12.35	\$12.85	\$13.35
1 YR OF EMPLOYMENT	12.85	\$13.20	\$13.45

Starting Rates	August 1, 2019	August 1, 2020	August 1, 2021
Galvanizer	\$14.79	\$15.04	\$15.29
Spinner	\$14.79	\$15.04	\$15.29
Pickler	\$14.79	\$15.04	\$15.29
Fork Lift	\$14.79	\$15.04	\$15.29

Entry to Maintenance \$16.00

### **CHANGE OF OWNERSHIP: SECTION 37**

This Agreement shall be binding on the company and any corporation, firm or individual to which or to whom the Company sells or transfers all or substantially all of its tangible assets or moves within the area of New Jersey.

### **TERM OF AGREEMENT: SECTION 38**

This Agreement shall be effective as of the 1st day of August, 2019, and continue in full force and effect through the 31st day of July, 2022, and thereafter from year to year until and unless either party hereto shall give sixty (60) days notice prior to the expiration date, in writing, by registered/certified mail, of their intention to cancel and terminate this Agreement or for a modification of same.

All other provisions shall remain in full force and effects accept as modified above. The above is subject to the ratification of the employees of Nicholas Galvanizing.

**IN WITNESS WHEREOF, THE PARTIES HERETO have caused this Agreement to be executed, by their duly authorized representatives this 16<sup>th</sup> day of October, 2019.**

**UNITED STEELWORKERS  
AFL-CIO-CLC**

**NICHOLAS GALVANIZING  
COMPANY**

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Thomas Conway, International President

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Robert E Gregory, President

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John R. Shinn Secretary/Treasurer

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D. R. MacCall, Vice-President, Administration

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Fred Redmond, Vice-President, Human Affairs

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Del Vitale, Director, District #4



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Luke H. Gordon, Staff Representative

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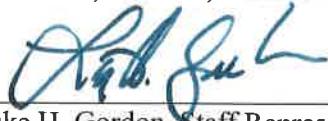
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