

# IRON WORKERS INDEPENDENT AGREEMENT

It is understood and agreed by the undersigned individual employer ("Employer") and the Iron Workers District Council of the Pacific Northwest and its affiliated Field Iron Workers Local Unions ("Unions"), that in consideration of services performed and to be performed by Iron Workers of the Employer, the Employer agrees to be bound by all terms, conditions, provisions and rules in the Agreement known as Northwest Iron Workers Employers Association, Inc., and the Iron Workers District Council of the Pacific Northwest Master Labor Agreement ("Master Labor Agreement") which is in effect at the execution date of this Independent Agreement. The terms of the Master Labor Agreement are incorporated by reference and made a part of this Independent Agreement. Unless specifically reserved in this Independent Agreement, the terms of the Master Labor Agreement shall govern in any case of conflict between the terms of this Independent Agreement and the Master Labor Agreement. The Employer further agrees to be bound by any modifications, changes, extensions, renewals or successor agreements of the Master Labor Agreement. Receipt of a copy of the Master Labor Agreement is expressly acknowledged by the Employer. The individual employer acknowledges and agrees that the Union on the effective date of this agreement represents a majority of the employees in work covered by this agreement and agrees that this is not a pre-hire agreement.

The Employer by executing this Iron Workers Independent Agreement continues to be bound by each and every of the Iron Workers Independent Agreements previously signed by the Employer, if any, regardless of the name or style of nature of the business entity.

Notwithstanding and provisions of the Master Labor Agreement and in order to protect and preserve, for the employees covered by this Independent Agreement, all work performed by them at the site of construction, and in order to prevent any device of subterfuge to avoid the protection and preservation of such work, it is agreed that whenever the Employer performs any work of the type covered by this Independent Agreement or the Master Labor Agreement at the site of construction under its own name or under the name of another, as a corporation, company, partnership, joint venture or any other business entity, and where the Employer through its officers, directors, partners, or stockholders, exercises either directly or indirectly management, control or majority ownership of the terms and conditions of employment, this Independent Agreement shall apply to all such work.

The Employer agrees to pay all monetary contributions for each hour paid for or worked by any person performing work covered by the Master Labor Agreement to all of the Trust Funds specified in the Master Labor Agreement including the Northwest Iron Workers Health and Security Fund, Northwest Ironworkers Vacation Trust, Northwest Iron Workers Retirement Trust, the Iron Workers District Council of the Pacific Northwest Field Iron workers Annuity Trust Fund and the Pacific Northwest Iron Workers and Employers Apprenticeship and Training Trust Fund, as well as any other Trusts or Plans which may be negotiated into the Master Labor Agreement and to accept, and be bound by all of the obligations of the Trust Agreements governing these Trust Funds, and any amendments, modifications or changes to the relevant Trust Agreements.

The Employer irrevocably designates and appoints the employer members of the Trust Funds and Plans mentioned in the Master Labor Agreement as his attorneys in fact, for the selection, removal and substitution of Trustees or Board Members as provided in the Trust Agreements or Plans and pursuant to any Trust Agreements or Plans which may be negotiated in the future.

The Employer and the Union acknowledge that time is of the essence in payments to the Trust funds covered by this Agreement. They also acknowledge that the Trust funds incur added administrative costs directly as a result of late payments. These added costs are difficult or impossible to predict and determine. Both Parties wish to avoid the cost and uncertainty of determining these added costs in the event of delinquent contributions in the future. Therefore, they agree that the provisions of the Trust Agreement providing for the payment of liquidated damages estimated at 12% of the delinquent contributions is a reasonable estimate of these added administrative costs. The Employer accepts the Trust Agreement provisions for interest at the rate of 18% per annum or the rate as determined by the Trustees, audit costs and attorney's fees in the event of delinquent contributions.

Notwithstanding any provisions of the Master Labor Agreement of this Independent Agreement, it is understood that the Employer is required to give written notice to the Union of the name or names of any entity, person, firm or corporation with which the undersigned becomes or is now connected and any change of name or style under which the undersigned will be or is now engaged in the construction industry in the territory covered by the Master Labor Agreement. Such written notice must be given no less than ten (10) days prior to the date of any such change of name, new corporation, change of corporate status, creation or formation of any new entity.

Notwithstanding any other provisions of the Master Labor Agreement, if the Employer contracts or subcontracts any work covered by the Master Labor Agreement to be performed at the site of construction to any person of proprietor who is not signatory to the Master Labor Agreement, the Employer shall require such subcontractor to be bound to all the provisions of the Master Labor Agreement and this Independent Agreement. In the event the Employer fails to require a subcontractor to be bound by this Independent Agreement and the Master Labor Agreement, the Employer agrees to be liable for all wages and Trust Fund contributions that would have been earned but for the breach of this provision as well as any other damages.

The Union agrees to perform all of the provisions of the Master Labor Agreement.

Notwithstanding any provisions in the Master Labor Agreement, in the event there is a transfer to any heirs, executors, administrators, successors, purchasers, leasor, assigns or other transferee, the Employer shall remain liable for all of the terms of this Independent Agreement until the purchaser or transferee assumes, in writing, the Employer's performance under this and Master Labor Agreement and agrees to be fully bound by the terms and provisions of this agreement.

By executing this Independent Agreement, the Employer agrees to be bound by any and all negotiated amendments, modifications, or changes to the Master Labor Agreement, and, the Employer further agrees to be bound by the terms and conditions of all successor Master Labor Agreements. This Independent Agreement shall remain in full force and effect unless notice is given strictly in accordance with the limitations specified as follows:

Either party to this Independent Agreement may terminate this Independent Agreement by serving a notice of termination on the other party by registered mail at least sixty (60) days but not more than ninety days prior to the expiration date of the Master Labor Agreement then in effect. Failure to give such written notice shall mean that the parties will be bound by any extension, modification, change of or to the Master Labor Agreement for the term thereof or any successor agreement.

It is the intent of the parties that the terms and conditions of this Independent Agreement are intended to comply with and be interpreted and applied only to the extent permitted by law.

The person signing this Independent Agreement warrants that he/she is an authorized agent of the Employer and is authorized to sign this Agreement.

## FOR THE UNION

DISTRICT COUNCIL OF IRON WORKERS  
OF THE PACIFIC NORTHWEST

Local Union Number: \_\_\_\_\_

By: \_\_\_\_\_  
RON PIKSA, PRESIDENT

By: \_\_\_\_\_  
LOCAL UNION BUSINESS REPRESENTATIVE

## FOR THE EMPLOYER

Name of Company: \_\_\_\_\_

By: \_\_\_\_\_  
Type or Print Name and Title of Employer Representative

By: \_\_\_\_\_  
Signature of Authorized Employer Representative

Street Address: \_\_\_\_\_

Contractor's License Number: \_\_\_\_\_

Business Telephone: (\_\_\_\_\_) \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19 \_\_\_\_\_

EFFECTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19 \_\_\_\_\_