

Effective September 1, 2018

OHIO STATE ASSOCIATION—FREEDOM OF MOVEMENT AGREEMENT

The intent and purpose of this Agreement is to combat the non-union contractors in order to prevent further erosion of our existing markets. Therefore, it has become necessary to implement a plan to provide freedom of movement of manpower for our signatory contractors for the following Local Unions in the State of Ohio for all work within the geographic boundaries of Ohio.

LU#42	LU#83	LU#162	LU#219	LU#495
LU#50	LU#94	LU#168	LU#392	LU#577
LU#55	LU#120	LU#189	LU#396	LU#776

The Contractor will comply with all the terms and conditions of the Local Collective Bargaining Agreement in the Local Union where the work is being performed [**Home Local Union**]. This shall also include the subcontracting of United Association work. Further, the Contractor agrees to be bound by the Declarations of Trust established to which the Contractor is required to contribute and agrees to be bound to all amendments made thereto the same as if the Contractor was a party to said Declarations of Trust.

The Contractor agrees to the following;

The Contractor must submit a **Pre-Bid Document** to the Home Local Union prior to the Bid submittal. Failure to notify the Home Local Union may result in immediate cancellation of this Agreement.

The Contractor must conduct a **Mandatory Prejob Conference** with the Home Local Union at their designated location prior to commencement of work. Failure to notify the Local Union of the above provisions shall cause said project to be null and void from the Agreement.

- a) An employer whose business is located outside the jurisdiction as defined in the local Labor Agreement may bring with him up to three (3) employees from their regular work force for a project or facility. The **second employee** [2nd] [steward], for each project, shall be provided by the Home Local Union and will be the last non-supervising employee laid off, provided that he/she is qualified to do the work required at his craft at each succeeding stage of the construction process. A Contractor may work a **maximum** of three (3) projects in a particular Local Union at any one time. When a contractor exceeds three (3) projects in the Local Unions jurisdiction at one time, (whether or not the Freedom of Movement Agreement is utilized) this Agreement is **prohibited**.

- b) In the event a Contractor successfully obtains a contract assignment (governed by the Freedom of Movement Agreement) and the Home Local Union concludes that the successful Contractor had no other Union competition within the bidding process, the Business Manager of the Home Local Union may grant relief from the governing workforce requirements.
- 1) When an employer has successfully obtained both the Plumbing and HVAC/Mechanical contracts on a project or facility, that employer may only bring with him up to three (3) employees for that project or facility. If the Home Local Unions involved are not combination Plumber-Pipefitter Locals, this manpower will be governed by both Home Local Unions jurisdictional guidelines.
 - 2) **Regular work force;** An employee must have UA Local Union membership within the jurisdiction of the Contractor's established home office and must be currently employed by the Contractor for a minimum of three (3) consecutive months.
- c) All employees transferred in by the Contractor shall be paid in accordance with the wage and fringe package where the Contractor is based (home local union in the State of Ohio and a signed Collective Bargaining Agreement with said Local Union) unless the total wage and fringe package is higher in the Local Union where the work is being performed; then the **higher total package** shall prevail.
- d) All JATC contributions, PAC contributions, working Dues, Target Fund, Industry Funds and any other employee deductions shall be remitted to the Local Union where the work is being performed.
- e) The Business Manager of the Home Local Union may insist that all fringe benefits, working dues, assessments, JATC contributions, industry funds etc., be remitted to the Home Local Union, (The Home Local Union would remit the appropriate fringe dollars back to the members Local Union and retain the dues, assessments and various funds due to the Home Local Union). This should be determined at the Prejob Conference.
- f) The employer shall notify both Local Unions when employees are transferred in by the Contractor and provide names and the duration of the job. Further, the Contractor will provide copies of monthly Fringe Benefit reporting form of said employees to verify that the correct wage and fringe is paid, copies of the certified employee payroll will be provided to the Local Unions upon their request.
- g) In accordance with the local Collective Bargaining Agreement, the Contractor will designate the foreman in said crew.
- h) All employees must be in compliance with the Home Local Unions current drug program, any additional testing that may be required would be paid for by the Employer.

- i) All employees will be required to report to the Home Local Union for instruction and completion of any necessary forms.
- j) Local Collective Bargaining Agreements **must** be signed by all contractors performing work within a Local Unions geographical jurisdiction, when required by the Home Local Union Business Manager.
- k) Apprentices may be permitted to work under this agreement with prior approval from the Home Local Business Manager, provided no apprentices are available for employment from the Home Local Union.
- l) When employees are required to work outside the geographical jurisdiction of their Local Union at the Employers request, the Employer is required to pay a per mile travel expense (based on the current IRS allowance) for any employee who is required to use his/her own personal vehicle. The per mile travel expense will only apply to mileage accumulated outside the employees Local Union geographical jurisdiction.

Use of the Freedom of Movement Agreement is **prohibited** on any project utilizing a Project Labor Agreement (P.L.A.) or any National Agreement, including but no limited to, the National Maintenance Agreement, National Service & Maintenance Agreement, National Specialty Agreement, General Presidents' Agreement, National Minimum Standard Agreement for a Commercial Pipe Fabrication Shop, etc.

Industrial Projects may be worked under this Agreement with prior approval from the Home Local Union Business Manager.

When a violation or complaint of this Agreement occurs, the Union or Contractor shall submit the complaint in writing within 10 calendar days to the Ohio State Association Freedom of Movement Committee for resolution.

This Agreement shall remain in full force and effect and may be cancelled by either the Ohio State Association or the Contractor after a 120-day written notice is given by the canceling party.

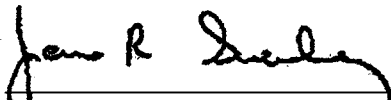
However, it is also understood that a willful or continual violation of the terms and conditions of this Agreement is subject to immediate cancellation of this Agreement.

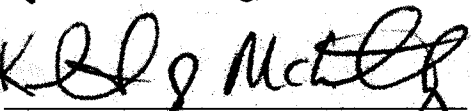
Any modifications in addition to the above provisions are subject to the approval of the Business Manager where the work is being performed.

ADDENDUM

- **Contractors with multiple offices** – In order for an office to be considered an Established Office, it must be open to the public for business with a Company representative in attendance full time. Job site offices or an office located residential property are not considered as an established office under the agreement.
- **Contractors that qualify as having multiple offices-** In this example a Contractor may bring three (3) men for one (1) project into said area from their regular work force. In reference to a second (2nd) project, the Contractor may bring three (3) men into said area from their regular work force on a 2nd project, but this is subject to the approval of the Business Manager of each Local Union.
- **Target Fund Projects-** Target Fund Projects shall not be applicable and are **excluded** from this agreement unless prior approval is granted by Home Local Union Business Manager.
- **Sub Contracting-**When a local area contractor has successfully obtained work within their geographical jurisdiction, **sub contracting** of any work covered by the Home Local Union will be **excluded** from this agreement.

Ohio State Association


James R. Swenberg, President


Keith J. McCarthy, Secretary/Treasurer

Contractor

Name/Title

Effective Date

Signature