

**FREEDOM OF MOVEMENT AGREEMENT
BETWEEN UNITED ASSOCIATION LOCAL UNIONS
AFFILIATED WITH THE
WASHINGTON STATE ASSOCIATION OF
JOURNEYMAN AND APPRENTICES OF THE
PLUMBING AND PIPEFITTING INDUSTRY**

This Agreement is intended to recapture, protect and procure work within the jurisdiction of the United Association in the States of Washington, Oregon and applicable portions of Idaho. This Agreement supercedes all other Washington State Agreements on work described herein in Section B and C.

Section A: General Conditions

1. Union representatives from the local union Employer's area will have access to job sites in addition to union representatives from the area where the work is being done.
2. The Employer has the right to subcontract any or all work, but all such work shall be done by Employers signatory to applicable collective bargaining agreements.
3. Employers utilizing the Washington State Freedom of Movement Agreement shall be signatory to the Local Collective Bargaining Agreements covering work in both effected Local Unions.
4. Employers who violate the terms and conditions of this Agreement will be banned from further use of the Agreement.

Section B: Mechanical Equipment Installation, Service and Maintenance

1. This Section is designed to cover all phases of new installations by any means or method of industrial, commercial, marine and residential refrigeration systems involved in cold storage, ice making, cooling, air conditioning or dehydrating by any method except chilled water. This includes start-up, testing and charging of all work covered herein.
2. The scope of mechanical equipment service and maintenance work is the work which is normally performed by outside employers either by contract or on an emergency basis on all work relating to inspection, operating, maintenance, and service calls necessary to keep a refrigeration, air conditioning, heating and/or ventilation or any other newly installed, remodeled, rearranged or redesigned mechanical system in operational order. Service and maintenance shall include but not be limited to, all maintenance, cleaning, adjusting, repairing, overhauling, starting and balancing of a system or component part thereof, regardless of size or location.
3. All of the legally negotiated fringe benefit contributions or deductions under the employee's home local union's agreement shall be paid to the Trustees of the Fringe Benefit Funds of his home local union provided that the employee is not permanently assigned to an area outside the jurisdiction of his home local union for a period in excess of thirty (30) consecutive working days, after which time the local having jurisdiction may have the fringe benefit contribution paid to them.
4. When an employee is temporarily assigned to work outside his home local union, and when hourly rates covering refrigeration work differ from those of his home local, the home local union wage will be paid for the first five (5) consecutive days and thereafter the higher rate shall apply.
5. Employers hiring employees on a local level shall be signatory to the Local Collective Bargaining Agreement or National Agreement. Those employees shall receive all fringe benefits outlined in the Local Union Collective Bargaining Agreement covering refrigeration.

6. The Employer at his discretion for work covered under the scope of this section may assign the first four (4) employees from the employer's regular work force to work within the territorial jurisdiction of another local signatory to this Agreement. Additional employees required shall be hired on a 50/50 basis. The first man hired under the 50/50 criteria will be the job steward and shall remain on site as long as there is work in his classification. It shall be noted that including apprentices in the employer's furnished manpower requires the approval of the Business Managers involved.
7. Any employee performing work in the jurisdiction of a local union, other than his home local union for a period of more than eight (8) hours shall notify the local union in whose jurisdiction the work is performed. These employees shall pay working assessments and/or travel card dues, if any, only to their home local union unless the employee is scheduled to work in the area for a period exceeding thirty (30) consecutive working days or the job duration is scheduled for more than thirty (30) days.

Section C: All Work Not Referenced by Section B

1. Under this section any signatory employer may utilize up to two (2) employees on each job site as defined by a prime general contract to the owner including all change orders outside of the employer's home local jurisdiction. An employer's home jurisdiction is defined as the local union's jurisdiction where that employer's principle place of business is located. Transferred employees shall be from the employer's home local union jurisdiction and they shall have been employed by the employer for the previous six (6) months and there shall be no substitutions of employees. *This provision may be extended to four (4) employees by approval of both affected local unions on a project-by-project basis. Approval for FOM under this section shall be in writing on a form provided by the Union. A copy of all extension forms will be maintained on file in the locals dispatch office where the work is being performed.

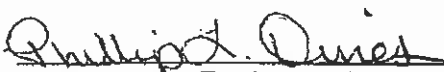
***Note:** It is not the intent of this section to violate any provision of the local union's hiring hall where the work is to be performed.

2. When an employee is assigned to work outside his/her home local jurisdiction in accordance with this section, the employee's wages and fringe benefit contributions shall be paid to the trust funds governed by the applicable Collective Bargaining Agreement in the area which the work is being performed

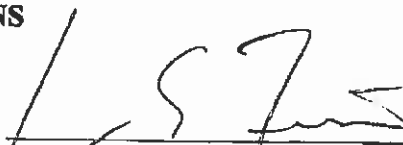
Section D: Term of Agreement

The effective date of this Agreement is April 1, 2010, and shall renew itself from year to year thereafter unless either party gives sixty (60) days written notice prior to subsequent anniversary dates, of intention to modify or terminate this Agreement.

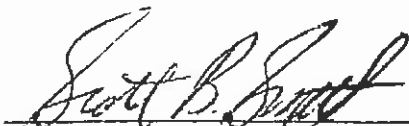
WASHINGTON STATE LOCAL UNIONS



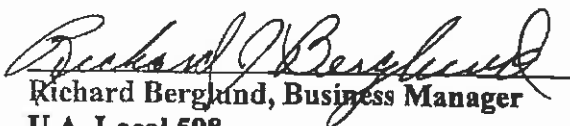
Phillip Dines, Business Manager
U.A. Local 26



Larry Fritts, Business Manager
U.A. Local 32



Scott B. Smith, Business Manager
U.A. Local 44



Richard Berglund, Business Manager
U.A. Local 598

**FREEDOM OF MOVEMENT AGREEMENT
BETWEEN LOCAL UNIONS
OF THE
WASHINGTON STATE ASSOCIATION**

PARTICIPATING EMPLOYER

Company Name: _____

Street Address: _____

City: _____ State _____ Zip Code _____

Home Local Union: _____

Signature: _____ Title: _____

Printed Name: _____

Date: _____

(PLEASE ATTACH BUSINESS CARD IF AVAILABLE)

**WASHINGTON STATE ASSOCIATION
FREEDOM OF MOVEMENT MEMORANDUM OF UNDERSTANDING**

The following Company is allowed, by mutual consent of the two (2) Business Managers of the Local Unions involved, to bring _____ (number of company employees) from the jurisdiction of Local _____ to the jurisdiction of Local _____ to work on the following project:

Company Name: _____

Company Contact: _____ **Title** _____

Project Name: _____

Project Location:(City) _____ (State) _____

Duration: From: _____ to _____

Comments/Special Provisions:

Consent:

Business Manager, UA Local _____ Business Manager, UA Local _____

Date: _____ Date: _____

(Please attach Business Cards if available)

WSA/Form-0-002