

# IOWA FREEDOM OF MOVEMENT

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Whereas, UA Local Unions 16, 25, 33, 125 and 464 (Affected Locals) all have jurisdiction in the State of Iowa; and

Whereas, the Affected Locals and employers signatory to collective bargaining agreements with them all face competition from non-union employers on certain types of work as herein described; and

Whereas, an element of that competition is the ability of the non-union employers to freely move their employees throughout the geographical jurisdiction of the Affected Locals; and

Whereas, the purpose of the Iowa Freedom of Movement Agreement is to make union signatory employers more competitive against non-union employers in order to increase market share, which relates to jobs for UA members; and

Whereas, the Affected Locals wish to provide employers signatory to their collective bargaining agreements with freedom of movement on certain types of work throughout their geographical jurisdictions; it is therefore agreed as follows:

## I. Scope of Work

This agreement will apply to all plumbing and pipefitting work in the geographical jurisdiction of the Affected Local Unions on all types of UA work including but not limited to: residential, small and large commercial and industrial facilities.

Excluded from the use of freedom of movement is work that is covered by any existing or future National Agreement with the exception of the UA National Residential Agreement and work covered by a Project Labor Agreement.

Target/subsidy money cannot be used on any work performed under this Iowa Freedom of Movement Agreement, whether the work is performed in a fabrication shop in your local jurisdiction or on site. In regard to fabrication, if said employer is signatory to the UA yellow label fabrication agreement, the employer/fabricator must pay the higher of the two wage packages, so as not to have an unfair advantage over a local employer. This only applies to comfort heating, cooling and plumbing fabrication which is excluded from the UA National Fabrication Agreement.

## II. Freedom of Movement

All employers signatory to a collective bargaining agreement with one of the Affected Locals, whose principle place of business resides within or has territorial jurisdiction in the State of Iowa, while working on any job covered by the scope of work provisions of this Agreement, shall have freedom of movement of manpower and materials between all of the Affected Locals.

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## III. Notice to Affected Local

The following provisions must be adhered to explicitly or freedom of movement will not be allowed under any circumstances.

The Iowa Freedom of Movement Agreement will be a site specific agreement and therefore for each and every project an employer wishing to utilize this Agreement must notify the Business Manager of the Affected Local Union where the work is to be performed on his/her intent to invoke this Agreement, prior to the commencement of work, must become signatory to the collective bargaining agreement of that Local Union, and must sign off on this Agreement. The Affected Local Union Business Manager will forward a copy of this Agreement to the employer for his/her signature prior to work commencing.

A "site" is defined as the entire property of the owner contracting with the signatory employer. A corporate or academic campus would be considered one aggregate site for the purpose of this agreement.

## IV. Hiring

The employer may at its discretion, for work covered by Article I of this Agreement, assign the first three Journeymen from the employers regular work force (defined as they must be in the employ of the employer for a minimum of thirty days) to work on a job within the territorial jurisdiction of another local union. At no time will an apprentice be allowed to travel into another local union's territorial jurisdiction without prior approval of the Business Manager where the work is to be performed. The next three Journeymen shall be from the local union jurisdiction where the work is to be performed, with one Journeyman at a time being assigned, as needed. Thereafter, additional Journeymen shall be hired on an alternating basis from the employers' regular work force and the local union jurisdiction, one for one. If the Affected Local Union where the work is to be performed within 48 hours, excluding holidays and weekends, lacks sufficient manpower to effectively man the job, employers are free to bring in a sufficient number of Journeymen from their regular work force to man the job.

## V. Layoffs

For work covered by this Agreement, in the event of a reduction in force, the "last hired first laid off" rule shall apply. Employees working on a project covered by this Agreement, who quit or are terminated for any cause, shall be replaced from the same source that supplied the employee.

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## VI. Rates of Pay, Benefits, Dues, Travel Cards and Assessments

Employees working outside of their home local union under the Terms of this Agreement shall be paid for all hours worked the total combined hourly wage and fringe benefit package of the local collective bargaining agreement of the local union jurisdiction where the work is to be performed. The Local Collective Bargaining Agreement shall be explicitly adhered to in all monetary circumstances including but not limited to reciprocity.

Employees working outside of their home local union under the Terms of this Agreement shall not be required to obtain travel cards (whether working on the jobsite or in the employer's fabrication shop), but must notify the Business Manager of the Local Union where the work is to be performed and sign any applicable check off forms as are deemed necessary to allow the employer to make the legal deductions from the employees' wages under the terms of the appropriate collective bargaining agreement. The traveling member will then be responsible only for his/her window dues at his home local union just as if he/she were working on Travel Card.

## VII. Dispute Resolution

Should a dispute of interpretation, or a violation of this Agreement by either party, the dispute of interpretation or violation must be submitted in writing to the appropriate UA International Representative, who will call a meeting of the standing committee for resolution. If any employer abuses the terms and conditions of this Iowa Freedom of Movement Agreement, said Agreement may be revoked from that employer by majority vote of the standing committee providing however the UA International Representative concurs with the resolution. NOTE: The standing committee will be made up of all Local Union Business Managers signatory to this Iowa Freedom of Movement Agreement.

## VII. Effective Date and Expiration

This Agreement is adopted January 1, 2011 and will automatically renew itself from year to year on January 1<sup>st</sup> unless an objection is submitted in writing to the appropriate UA International Representative 60 days prior to the expiration, at which time he/she will set up a meeting with the affected parties to evaluate the objection.

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Michael E. O'Mara

UA International Representative

I have read, and I understand and agree to be bound by, all the terms and conditions contained in the IOWA FREEDOM OF MOVEMENT AGREEMENT between UA Local Unions 16, 25, 33, 125 and 464

\_\_\_\_\_  
Signature of Business Manager of Local Union # \_\_\_\_\_

\_\_\_\_\_  
Signature and Title of Authorized Signer for Contractor/Employer

\_\_\_\_\_  
Name of Contractor/Employer (please print or type)

\_\_\_\_\_  
Name of Project (please print or type)

\_\_\_\_\_  
Location of Project (please print or type)

\_\_\_\_\_  
Date