National Maintenance Agreement Features

- **Article I – Recognition:**
  - All Employers are required to conduct Pre-Job Conferences before commencing with work (See Policy Decision I-3)
  - Employers are required to assign work to the appropriate craft(s)
  - Under the NMAPC Program there should be no vertical agreements (See Policy Decision I-4)

- **Article IV – Scope of Work**
  - In-house employees will not be assigned to work directly with NMA Crafts (See Policy Decision IV-2)
  - NMAPC Policy Decision IV-3 outlines steps that should be taken when the need for a specialty contractor arises

- **Article V – Subcontracting**
  - All subcontracting of work at any tier must be performed under the NMAs or an agreement approved as compatible by the NMAPC (See Policy Decision V-1)
  - All subcontractors must be signatory to the NMA as well as possess an approved Site Extension Request (SER) from the Union(s) that they are employing

- **Article VI – Grievances**
  - Employers and Unions may file grievances under the NMAPC Program for alleged violations of the NMAs
  - The NMAPC Grievance process is a five (5) step process commencing at the local level before being escalated to the NMAPC Grievance Review Subcommittee (GRS) (Contractors and Unions may obtain a detailed NMAPC Grievance Procedure from the NMAPC website; www.nmapc.org)

- **Article VII – Union Representation**
  - Stewards are required to be qualified craftspersons (No Non-Working Stewards under the NMAs)
  - Stewards are appointed by the local union
  - Stewards are to be the last person to be laid-off, provided that they are capable of performing the remaining work (See Policy Decision VII-1)
  - All craft representatives shall have reasonable access to NMA job sites (See Policy Decision VII-2)

- **Article VIII – Wages**
  - Wage Rates paid under the NMAs are those found in the applicable Craft’s local collective bargaining agreement for the area where the work is to take place
The NMAPC Wage Appeals Subcommittee reviews and issues determinations for matters related to wage rates (See Policy Decision VI-2)

- **Article IX – Benefits and Other Monetary Funds**
  - Fringe Benefits paid under the NMAs are those found in the applicable Craft’s local collective bargaining agreement for the area where the work is to take place
  - Industry Advancement Funds or Promotion Funds (local employer organization fees) are discretionary unless formally approved by the NMAPC (See Policy Decision IX-6)

- **Article XI – Holidays**
  - * Presidents’ Day may be considered as a floating Holiday and celebrated on an alternate day if requested by the local building trades council and approved by the NMAPC
  - Holidays that fall on a Saturday are observed on the previous Friday
  - Holidays that fall on Sunday are observed on the following Monday

- **Article XII – Minimum Pay / Reporting Time and Call-Ins**
  - Employees that report to work on-time are to receive a minimum of two (2) hours pay, or actual time worked
  - If on a premium day (i.e. Saturday/Sunday or Holiday) then the appropriate premium time rate will apply to the minimum pay (See Policy Decision XII-1)
  - Call-In: Employee is notified to report to work before or after their regular shift (i.e. day-off, Holiday) and receives premium time for all hours worked
  - Employees that report to work on a Call-In are to receive a minimum of four (4) hours pay or actual time worked

- **Article XIII – Supervision**
  - Supervision refers to the craft supervision (i.e. foreman and/or general foreman)
  - Top hourly craft supervisor(s) is guaranteed forty (40) hours straight time per week (See Policy Decision XIII-1)

- **Article XV – Work Hours Per Day**
  - The NMAs operate on a twenty-four (24) hour clock (See Policy Decision XV-6)
  - Change in starting and quitting times of an established shift requires mutual consent of the Employer and the Union
  - All time worked before or after the established shift is premium time
Article XVI – Transportation
- Employers must provide transportation to employees when the distance from the gate to the job is ½ mile or more one-way
- Employees are to be transported back to the point where they were picked up no later than ten (10) minutes following the end of their shift

Article XVII – Safety
- Employees are required to follow all Owner and Employer safety rules
- Drug and alcohol “substance abuse” testing may be performed under the NMA, including; pre-employment, reasonable suspicion, post-accident, and random
- Employers shall submit their substance abuse programs to the NMAPC for review and distribution to Unions prior to implementation

Article XVIII – Apprentices
- Employers are required to use existing apprentice ratios, however can use higher apprentice to journeyman ratios when agreed upon by the Union and the Employer

Article XIX – Hiring & Transfer of Craft Workers
- Employers are required to follow the hiring procedures of the applicable craft that exists in the area where the work is to be performed
- The Employer has the right to determine the competency of all employees
• **Article XX – General Savings Clause**
  - Any provision or provisions in the NMAs are in violation with any Federal, State or Local law / regulation, then only that provision(s) will be suspended for the work in question

• **Article XXI – Crew Size**
  - The crew size shall be any number of employees and supervision required to safely perform the work
  - The Employer shall increase or decrease the crew at its discretion

• **Article XXII – Lockout and Work Stoppage**
  - All Lockouts and Work Stoppages are prohibited under the NMAs
  - Only Employers or International Unions can submit Lockout or Work Stoppage notices under the NMAPC Program (See Lockout / Work Stoppage Procedure)
  - Any fines / penalties imposed by the arbitrator will be the result of a formal hearing

<table>
<thead>
<tr>
<th>NMA – Penalties for Lockouts &amp; Work Stoppages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Yellow Card</td>
</tr>
<tr>
<td>-----------------</td>
</tr>
<tr>
<td>$10,000</td>
</tr>
<tr>
<td>$10,000</td>
</tr>
</tbody>
</table>

• **Article XXIII – Management Clause**
  - Employer Rights:
    - Plan, Direct, and Control their work;
    - Hire and assign tasks to their employees and supervision;
    - Refuse any applicant;
    - Discharge, Suspend, Demote or Discipline for cause;
    - Layoff employees due to lack of work or for other legitimate reasons.
  - Employers cannot use this Article to discriminate against any employee

• **Article XXIV – Partnering**
  - The NMAPC Program encourages the implementation of local tripartite committees to establish ongoing lines of communication.
    - Owner
    - Employers
    - Crafts (local building trades council)
Monthly or Quarterly meetings to discuss:
- Job activities (i.e. performance, productivity, and quality);
- Safety;
- Manpower needs;
- Issues or Concerns related to the jobsite / project
- The NMAPC Administrative Office can assist in the initial establishment process

**Article XXV – Welding Certification**
- Unions and Employers can agree to arrange the pretesting of welders at a mutually agreeable time and place to perform welding tests prior to offering employment
- Employees that successfully complete welding test are to be compensated for the time it took to complete the weld test, not to exceed 4 hours, and provided they remain on the job for 5 days or duration thereof

**Article XXVI – Reporting Requirements Administrative Fees**
- Requires Employers to report work hours performed under the NMAPC Program on a quarterly basis, for each craft, at each location
- Administrative Fees $800 annually, per Employer, per craft
- Administrative Fees are invoiced during December of each year and must be remitted by end of January

**Article XXVII – Administrative Procedure**
- Reinforces that Employers must file site extension request(s) (SER) for each location
- Owners are encouraged to regularly review SER activity at their sites to ensure Employer compliance
- Emphasizes NMAPC Book of Decisions are a part of the NMA
- Further clarifies and reinforces that NMAs are stand-alone agreements

**Article XXVIII – Addenda**
- Employers and Owners can request to amend the NMAs to become more competitive or to meet Owner requirements
- All requests must be submitted in writing to the NMAPC and are approved / denied based upon a majority vote of the NMAPC Labor Committee

**Article XXIX – Duration of Agreement**
- NMAs are “evergreen” agreements
- Can be terminated by either party, (Employer or International Union)
- Employers and International Unions agree to any revisions that are formally agreed to by the NMAPC