



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**
 - 7 Uniform Holidays - New Year’s Day, Presidents’ Day (Federal) *, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day
 - * 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

NMA – Three shifts

- 1st Shift: 8 hours work = 8 hours pay
- 2nd Shift: 8 hours work = 8 hours pay + \$2.00 shift additive
- 3rd Shift: 8 hours work = 8 hours pay + \$2.25 shift additive

NMA – Four-Tens (4/10s)

- 1st Shift: 10 hours work = 10 hours pay
- 2nd Shift: 10 hours work = 10 hours pay + \$2.00 shift additive

All ten (10) hours are at the straight-time rate
- Friday is an optional make-up day, employees must inform their Employer on Thursday if they will not work the make-up day and shall NOT be penalized

- 4-10's Q & A (See Policy Decision No. XV-20)

▪ **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

NMA – Penalties for Lockouts & Work Stoppages		
Non-Yellow Card	Yellow Card Project	Yellow Card Site
\$10,000	\$10,000	\$15,000
\$10,000	\$20,000	\$50,000

- **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