NATIONAL MAINTENANCE AGREEMENT

NMAPC

NATIONAL MAINTENANCE AGREEMENTS POLICY COMMITTEE, INC.

BUILDING A PARTNERSHIP OF SAFETY, PRODUCTIVITY, QUALITY, AND STRENGTH

EFFECTIVE JANUARY 1, 2012

MISSION STATEMENT
NATIONAL MAINTENANCE AGREEMENTS

BUILDING A PARTNERSHIP
OF
SAFETY, PRODUCTIVITY, QUALITY AND STRENGTH

Since ***its*** inception in 1971, the National Maintenance Agreements ***Policy Committee, Inc.*** Program ***(NMAPC Program)*** has been administered under a system of tripartite governance and cooperation, with ***Owners***, ***Contractors*** and building trades ***Craft Workers*** sharing equally in the responsibilities and rewards generated by the ***NMAPC*** Program.

Understanding that the ***NMAPC*** Program's viability is equal only to the sum of ***its*** parts, careful consideration has been given over the years to ensure that proper balance is maintained among the three participants in the NMA***PC*** Program. Such balance is necessary if the ***NMAPC*** Program is to maintain ***its*** stated goal of "Building a Partnership of Safety, Productivity, Quality and Strength".

In achieving that goal, the ***National Maintenance Agreements Policy Committee, Inc. (NMAPC)*** recognizes and addresses the following common concerns of the partners:

- Safety in all phases of work
- No disruptions of ***Owner's*** work
- Performance on schedule
- Cost-effective and quality craftsmanship
- Productivity flexibility
- A trained, available workforce
- Attainable work opportunities
- Resolution process for job site issues
- ***Consistent terms and conditions***

By recognizing, addressing, and delivering on these concerns, the NMA***PC*** Program reflects a true partnership dedicated to providing the most effective tool for the performance of work in industrial construction maintenance.

The NMA***PC*** Program is administered and guided by the ***NMAPC***. The NMAPC is a joint committee of labor and management representatives committed to achieving the ***NMAPC*** Program's stated goals and satisfying the individual and collective concerns of the participants.

Thus the NMAPC provides a guarantee to ***Owners***, ***Contractors*** and ***Craft Workers*** that the NMA***PC*** Program will continue to deliver dynamic leadership in addressing the realities of industrial construction, maintenance, ***repair, replacement, renovation, and modernization,*** and that it will continue to provide a state-of-the-art delivery system for the performance of such work. The NMAPC is truly designed to deliver partnerships of "Safety, Productivity, Quality and Strength."

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NATIONAL MAINTENANCE AGREEMENT

This AGREEMENT is entered into this_____ day

of_____ *20___*, by

and between_____
(Employer)

of_____, (hereinafter referred to as the Employer)
(City) (State)

and the CRAFT NAME (hereinafter referred to as the Union), for the purpose of industrial construction, maintenance, ***repair, replacement, renovation, and modernization work performed by the Employer*** in various plants.

ARTICLE I - RECOGNITION

1. The bargaining unit under this Agreement shall comprise the Union ***on*** behalf of (CRAFT NAME) ***employees*** of the Employer, now employed and employed in the future for ***industrial construction, maintenance, repair, replacement, renovation, and modernization*** in various plants within the geographical jurisdiction of the (CRAFT NAME). This Agreement does not apply to ***general superintendents, superintendents, assistant superintendents***, office and clerical employees, watchmen or other professional or supervisory employees as defined in the National Labor Relations Act, as amended.

2. It is agreed between the Union and the Employer that this Agreement is applicable to ***industrial construction, maintenance, repair, replacement, renovation, and modernization*** work that is primarily within the recognized and traditional jurisdiction of the Union and shall be performed in accordance with the terms of this Agreement. It is further agreed that should the plant owner also award work to the Employer that is within the recognized and traditional jurisdiction of another ***Union*** with which the Employer has a similar agreement for the performance of that work, then work assignments shall be made in accordance with Agreements and Decisions of Record, attested Agreements, established trade practice, or prevailing area practice.

3. The Employer is required to conduct a pre-job conference, including craft work assignments, for each project performed under the National Maintenance Agreements ***(NMA). Written craft work assignments will be distributed to the appropriate Unions, not to exceed ten (10) working days after the pre-job conference. Pre-job conferences may be performed via teleconference.*** It is the responsibility of the Employer to notify the appropriate Building Trades Council having jurisdiction, as well as all International Unions, of the time and place of the pre-job conference. A pre-job conference outline can be obtained from the NMAPC office and/or any participating International Union. Failure to comply with this Section is a violation of this Agreement. ***All signatory Unions and signatory Contractors stipulate that failure to hold a pre-job conference is a grievable offense and shall result in a $500 penalty, payable to a designated NMAPC Fund.***

4. For short-term (less than 5 working days) or weekend projects, the Employer may contact the appropriate crafts via telephone, FAX or ***e-mail*** regarding work assignments. For projects of longer duration, the Employer shall convene a pre-job conference, upon sufficient notice so that all appropriate crafts have an opportunity to participate.

5. During the existence of the Agreement, there shall be no strikes, lockouts, work stoppages, or picketing arising out of any jurisdictional dispute. Work will continue as originally assigned, pending resolution of the dispute.

6. Since presently established jurisdictional dispute settlement procedures are not applicable to work covered by the Agreement, all signatory Unions and all Employers, ***signatory to this or any other NMA,*** stipulate that they will abide by the following procedures for the resolution of jurisdictional disputes. A party challenging an assignment shall notify all affected parties, i.e. Unions and Employer, by ***mail***, FAX, or ***e-mail***. All disputes involving craft work assignments shall be referred to the International Unions, with which the ***Local Unions*** are affiliated, ***providing the International Union*** and the Employer ***an*** opportunity to resolve the dispute.

7. ***If*** the International Unions and the Employer fail to resolve the dispute ***after*** five (5) ***working*** days from the date they were notified of the dispute ***any International Union or Employer directly involved in the dispute may refer the matter to arbitration via letter, FAX, or e-mail to the NMAPC Impartial Secretary for resolution*** under this procedure. ***Any party referring the matter to the Permanent Umpire must include written evidence that the affected International Unions attempted to resolve said dispute.***

8. The Umpire will ***schedule*** and hold a hearing within seven (7) ***working*** days of the referral ***of the dispute***. The Umpire shall notify the Employer and the appropriate International Unions by FAX ***and/or e-mail*** of the place and time chosen for the hearing. ***The Employer and International Unions party to a dispute will be allowed to have only one (1) representative from each party personally appear at any hearing scheduled by the Umpire. Participation in a hearing through either a personal appearance by outside legal counsel on behalf of a party or telephonically by any party will not be allowed. A party's failure*** to attend the hearing, without good cause, as determined by the Umpire, shall not delay the hearing of evidence or issuance of a decision by the Umpire. The time period set forth herein can be extended by mutual written agreement of the parties.

9. The Umpire shall issue ***a*** decision within three (3) ***working*** days after the case has been closed. The decision of the Umpire shall be final and binding on all parties to the dispute ***and*** shall be predicated upon the particular facts and evidence presented regarding this dispute and shall be effective only on ***the*** particular job ***in question***.

10. In rendering ***a*** decision, the Umpire shall determine:

a. First, whether a previous agreement of record ***or applicable agreement, including a disclaimer agreement, between the National and International Unions to the dispute governs;***

b. ***Only*** if the Umpire finds that the dispute is not covered by an appropriate or applicable agreement of record ***or agreement between the crafts to the dispute***, shall ***consideration be given to the established trade practice in the industry and prevailing practice in the locality. Where there is a previous decision of record governing the case, the Umpire shall give equal weight to such decision of record, unless the prevailing practice in the locality in the past ten (10) years favors one craft. In that case, the Umpire shall base any decision on the prevailing practice in the locality. Except that if the Umpire finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Umpire shall rely on the decision of record and established trade practice in the industry rather than the prevailing practice in the locality;***

c. ***Only if none of the above criteria is found to exist, the Umpire shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored;***

d. ***The Umpire shall set forth the basis for their decision and shall explain their findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Umpire shall explain why the higher-ranked criteria were not deemed applicable.***

11. The Umpire is not authorized to award back pay or any damages for a misassignment of work, nor may any party to this procedure bring an independent action for back pay or any other damages, based upon a decision of the Umpire.

12. The fees and expenses of the Umpire ***shall be the responsibility of the non-prevailing party or parties to the arbitration.***

13. The Employer shall not be subject to disputes regarding work assignments made by ***its*** subcontractors. However, the Employer must ensure that ***its*** subcontractors ***are signatory to the NMA(s) and are*** performing work under the terms and conditions of the ***NMA(s), and are following*** the procedures of this Article.

14. The Employer recognizes the Union herein as duly constituted for the purpose of bargaining collectively and administering this Agreement for the members affiliated with (CRAFT NAME).

ARTICLE II - UNION SECURITY

1. All employees covered by this Agreement and members of the Union now in the employ of the Employer shall remain members in good standing in the Union during the term of this Agreement.

2. All employees hired by the Employer shall, as a condition of employment, become and remain members in good standing of the Union within **eight (8)** days following the date of their employment.

3. Any employee, who is a member in good standing of any ***signatory International Union***, shall be considered in compliance with the Union Security Article in this contract, so long as ***the employee*** maintains good standing in the Union.

4. ***In*** nuclear facilities it is agreed that applicants referred to the project under this Article shall be considered probationary employees until such time as they meet the owners' security requirements not inconsistent with State and Federal laws.

5. This provision shall not preclude such probationary ***employees'*** rights under Article ***VI*** relative to any grievance arising under any other section of this Agreement.

ARTICLE III - NONDISCRIMINATION

1. ***The Union and the Employer agree to comply with all applicable Federal and State equal employment opportunity and nondiscrimination in employment laws.***

ARTICLE IV - SCOPE OF WORK

1. This Agreement covers all work assigned by the Owner to the Employer and performed by the employees of the Employer covered by this Agreement.

2. This Agreement does not cover work performed by the Employer of a new construction nature, in which event said work shall be done in accordance with existing building construction agreements.

3. The Union and the Employer understand that the Owner may choose to perform, directly subcontract, or purchase any part or parts of the work necessary on ***the*** project with due consideration given to achieving the highest standards and harmonious working conditions herein.

4. It is the intent of the parties that in-plant employees of the Owner will not be assigned to work directly with building and construction trades employees of the signatory Employer on the portion of the work assigned to the signatory Employer by the Owner. However, Paragraph 4 ***does not preclude*** in-plant employees of the Owner from performing work ***that has*** not ***been*** assigned to the signatory Employer while the building and construction trades employees of the Employer are present and working.

5. This Agreement shall have application only to the work location agreed upon between the Employer and the Union.

ARTICLE V - SUBCONTRACTING

1. ***All subcontracting of work at any tier covered by this Agreement shall be performed under this Agreement, other NMA(s), or any agreement approved as compatible by the NMAPC.***

2. ***By becoming signatory to this Agreement the Employer acknowledges and agrees that any Union signatory to an NMA may bring a grievance under Article VI to enforce this subcontracting provision, and that monetary damages for lost wages and fringe benefits may be awarded for failure to subcontract work to Employers signatory to this Agreement, other NMA(s), or any agreement approved as compatible by the NMAPC.***

ARTICLE VI - GRIEVANCES

1. ***Except for jurisdictional disputes and those involving general wage rates, all disputes and grievances arising out of work performed under this Agreement involving the meaning or interpretation of any provision in this Agreement, or involving the meaning or interpretation of any provision in any other agreement incorporated by reference in this Agreement shall be resolved in the following manner:***

a. All grievances shall be filed within ten (10) calendar days after the complained of event arose. Grievances shall be appealed to ***steps two (2) and three (3)*** within ten (10) calendar days after the meeting in the lower step. Settlement of grievances may be ***made*** at any step of the grievance procedure ***and shall*** be final and binding on the Union and Employer.

Step 1. Between the Employer's Supervisor and the Local Union Steward at the job site.

Step 2. Between the Business Representative and the Employer's Supervisor at the job site.

Step 3. Between the International Union Representative and the Supervisor or Labor Relations Manager.

Step 4. If the parties are unable to ***settle or resolve*** any grievance or controversy, ***the matter*** shall be submitted to the ***NMAPC*** for a decision to become effective immediately *(parties should refer to NMAPC Grievance Procedures as amended* ***June 17, 2011*** *at this step).*

Step 5. Failure of the ***NMAPC*** to reach a decision shall constitute a basis for a submittal of the question by the affected parties to the American Arbitration Association for a binding decision. In such instances, the affected parties to the dispute shall appoint an arbitrator to review the matter and render a binding decision. If the parties are unable to agree upon an arbitrator, the American Arbitration Association shall ***appoint one***. The affected parties to the arbitration shall equally share in the costs, including printing and publication of any record of such arbitration.

b. The ***Arbitrator*** shall only have jurisdiction and authority to interpret, apply or determine compliance with the provisions of this Agreement. Any award of the ***Arbitrator*** shall be final and binding upon the Employer and the Union. ***The Arbitrator shall submit*** a copy of the award to the ***NMAPC*** after ***the*** award is rendered.

ARTICLE VII - UNION REPRESENTATIVE

1. A Steward shall be a qualified ***craftsperson*** appointed by the Business Agent and confirmed in writing to the Employer. The Steward shall be the last employee to be laid off, provided ***the*** Steward is qualified to perform the ***remaining*** work to be done at the job. The Steward shall not be terminated or laid off, except as the last employee, without prior notice to the Union.

2. Union representatives shall have reasonable access to jobs operated within the plant locations subject to Employer and Owner regulations.

ARTICLE VIII - WAGES

1. Wage rates shall be those as set forth in the current Labor Agreement of the affiliated Local Union where such work is to be performed and shall be paid to all employees under the terms of this Agreement. Unless otherwise modified by the ***NMAPC,*** wages shall be paid weekly by check or other legal tender.

2. When zone type wage structures are provided for in local agreements and are otherwise applicable in the area of the project, the project for the purposes of this Agreement will be considered as if it was within the area of the base zone rate.

ARTICLE IX - BENEFITS AND OTHER MONETARY FUNDS

1. Welfare Funds, Pension Funds, Apprentice Training Funds and other monetary funds ***required by the*** Local Union or District Council Labor Agreement shall be paid in accordance with the Local Labor Agreement, except that no funds shall be paid ***that*** exceed the straight-time and overtime provisions of this Agreement.

2. The Employer agrees to be bound by and will sign all legally constituted trusts which have been established between Local Unions of the (CRAFT NAME) and recognized bargaining agencies of contractors in the area.

3. Industry Advancement or Promotion Funds ***required by*** the Local Labor Agreement may be paid at the discretion of the Employer. ***However, if approved by the NMAPC, these funds must be paid in accordance with the*** Local Labor Agreement.

4. Once an Employer is ***legally*** notified that ***it*** is delinquent in ***its*** contributions to the fringe benefit funds, apprenticeship fund, dues checkoff or any other contractually required contribution, and does not respond positively by forwarding said contributions to the appropriate place of receipt within three (3) business days, the provisions of Article XXII shall not apply and the Union may legally withhold services. However, it is understood that such action, consistent with Article XXII, does not allow said craft to establish any picket line.

5. An Employer who has been properly notified of delinquent benefit funds will not be allowed to submit any NMA site extension requests until all obligations are current.

ARTICLE X - COMPENSATION INSURANCE

1. For all employees covered by this Agreement, the Employer shall provide Workers' Compensation Insurance, Social Security and other protective insurance as may be required by law, and also furnish satisfactory proof of such to the Union.

2. In an effort to enhance the competitive position of the Employer and to provide greater work opportunities for members of the Union, the Employer and ***Local Unions*** are encouraged to negotiate and implement alternative dispute resolution procedures to resolve workers' compensation claims disputes when and where permissible and/or legal. Such alternative dispute resolution procedures when implemented will be final and binding on the parties and shall be made a part of the Agreement to the extent permitted by law.

ARTICLE XI - HOLIDAYS

1. For purposes of uniformity, the following Holidays shall be observed and, if worked, shall be paid at the rate applicable in the appropriate local agreement not to exceed double-time:

New Year's Day
Presidents' Day (Federal)*
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

2. If any of these listed Holidays fall on Sunday, the following Monday shall ***be*** observed as the Holiday. If any of the listed Holidays fall on Saturday, the preceding Friday shall ***be*** observed as the Holiday.

3. Presidents' Day (Federal)* may be considered a floating Holiday and may be celebrated on an alternate day. ***Should*** the Building Trades Council ***that encompasses the*** geographical jurisdiction ***of where work is being performed under this Agreement, desire*** to celebrate ***Presidents' Day*** on ***an alternate*** work day, authorization must be obtained in writing from the NMAPC office.

ARTICLE XII - MINIMUM PAY / REPORTING TIME AND CALL-INS

1. An employee who reports for work at the regular starting time and for whom no work is provided shall receive pay equivalent to two (2) hours at the applicable hourly rate, provided the employee at the Employer's discretion remains available for work. Any employee who reports for work and for whom work is provided shall be paid for actual time worked but not less than two (2) hours. ***If*** the Employer considers it necessary to shut down ***work*** to avoid ***endangering*** the life ***or*** the safety of ***its employees the Employer will not be in violation of this Agreement.*** In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above where the Employer requests employees to remain available for work, the employees will be compensated for such time. If a project is shutdown because of weather,

employees who ***reported to*** work shall be paid actual time worked but not less than two (2) hours. Procedures for prior notification of work cancellation shall be determined at the pre-job conference. The provisions of this Section are not applicable where the employee voluntarily quits, or ***is laid*** off, or is out by reason of a strike.

2. A call-in, which is defined as the notification to an employee to report for work by whatever means for work outside of his/her regular shift or on his/her regularly scheduled day(s) off or ***Holiday***, shall be paid in accordance with one of the following methods:

a. A call-in prior to and continuous with an employee's normally scheduled shift shall be paid for on the basis of hours actually worked prior to the scheduled shift, at the applicable overtime rate;

b. When an employee is called in to work at or after the established starting time on Saturday, Sunday, scheduled day off or ***Holiday***, the employee shall be paid not less than four (4) hours at the applicable overtime rate for that day, except when his/her call-in is prior to and continuous with the normal work hours.

c. Any call-in not continuous with the employee's regular work shift, will be ***paid*** a minimum of four (4) hours at the applicable overtime rate.

ARTICLE XIII - SUPERVISION

1. The designation, appointment and determination of the number of foremen and/or general foremen is the sole responsibility of the Employer. There is a requirement for initial supervision. However, the Employer shall not be ***unreasonably*** burdened with additional demands for supervision.

2. When established for a craft, one (1) top hourly craft supervisor (foreman and/or general foreman) shall be guaranteed forty (40) straight-time hours per week. The forty (40) straight-time hour guarantee applies to straight-time hours, and the accumulation of overtime hours may not be considered for the purpose of applying those overtime hours to the "guaranteed forty (40) hours" provision. The forty (40) straight-time hour guarantee provision shall apply on a per Employer, per craft, per shift basis. It is understood that the individuals receiving such guarantee may, at the discretion of the Employer, be required to remain on the job.

3. Such guarantee shall not apply when the first or commencing week of a job is less than forty (40) hours, or when the top hourly craft supervisor is terminated due to reduction-in-force or job completion.

ARTICLE XIV - TRAVEL AND SUBSISTENCE

1. No subsistence, travel allowance, mileage or pay for travel time ***is required*** to ***be paid to*** any employee covered by the terms of this Agreement.

ARTICLE XV - WORK HOURS PER DAY

1. Eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday to Friday, inclusive, shall constitute a week's work. The regular starting time shall be eight (8:00) A.M., and the regular quitting time shall be four-thirty (4:30) P.M.; lunch time shall be twelve (12:00) noon to twelve-thirty (12:30) P.M.

2. When shifts are required, the first ***(1st)*** shift shall work eight (8) hours at the regular straight-time rate. The second ***(2nd)*** shift shall work ***eight (8) hours at the regular straight-time rate, plus a $2.00 per hour shift additive.*** The third shift shall work ***eight (8) hours at the regular straight-time rate, plus a $2.25 per hour shift additive.*** A thirty (30) minute lunch period shall be mutually agreed upon by the Job Superintendent and the Union Representative and shall not be considered as time worked.

3. All time worked before and after the established work day of eight (8) hours, Monday through Friday, shall be paid at the appropriate overtime rate. All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time and one-half (1 ½). All work commencing with the beginning of the established work day on Sundays and/or Holidays shall be paid at the rate applicable in the appropriate local agreement, not to exceed double-time.

4. By mutual consent of the Employer and the Union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this Article, the standard work day of eight (8) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.

5. Employees shall be at their posts prepared to start work at the regular starting time.

6. Local ***labor agreement*** provisions regarding minimum number of days to establish shifts or shift starts are waived for work ***performed*** under this Agreement.

7a. The Employer may establish a four (4) ***day,*** ten (10) hour shift exclusive of the thirty (30) minute unpaid lunch period at the straight-time rate. The starting time shall be between 7:00 A.M. and 8:00 A.M. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, ***Holiday*** or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a makeup day at the straight-time rate. If Friday is scheduled as a makeup day a minimum of eight (8) hours will be scheduled and worked, weather permitting. Straight-time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time will be designated by the Employer; the Union will be advised of the starting time.

7b. The Employer may establish two (2) - four (4) day, ten (10) hour shifts at the straight-time rate Monday through Thursday. These shifts are exclusive of the thirty (30) minute ***unpaid*** lunch period. The day shift shall work four (4) days at ten (10) hours ***per day at the regular straight-time rate.*** The second shift shall work four (4) days at ten (10) hours ***per day at the regular straight-time rate, plus a $2.00 per hour shift additive.*** In the event the job is down due to weather conditions, or a ***Holiday*** or other conditions beyond the control of the Employer, then

Friday may, at the option of the Employer, be worked as a makeup day at the straight-time rate. Straight-time is not to exceed ten (10) hours a day or forty (40) hours per week.

7c. Employees who inform their Employer on Thursday that they do not wish to work Friday as a make-up day will not be penalized.

7d. An employee who is referred for employment ***and*** is scheduled for less than forty (40) hours of work (from the date of hire to date of termination), shall receive overtime pay for all hours worked in excess of eight (8) hours per day.

8. Since it is recognized that the standard work week may not be appropriate or cost effective for some projects, other arrangements for hours of work can be considered. The Employer may establish flexible work schedules such as a staggered work week and the like, by submitting its request to the NMAPC for approval as stipulated in Article XXVIII. ***Prior to reaching a decision,*** the NMAPC shall take into consideration the project schedule, ***the*** manpower requirements, the geographic location of the project, ***the Owner's*** work schedule and other appropriate factors. Such approval will be incorporated as an addendum to this Agreement for that specific ***site***.

ARTICLE XVI - TRANSPORTATION

1. At plant locations where private transportation is not permitted, the Employer shall furnish transportation that provides shelter from inclement weather from the gate to the job site and back to the gate when said distance is one-half (½) mile or more ***one way***. When transportation is required, the Employer shall transport the employees, ***no later than 10 minutes after the end of the shift,*** to the point where such employees were picked up. When employees are transported to ***the*** pickup point later than 10 minutes after the shift, then overtime pay shall apply as provided under Article XV.

ARTICLE XVII - SAFETY

1. The employees covered by the terms of this Agreement shall at all times while in the employ of the Employer be bound by the safety rules and regulations as established by the Owner, the Employer, this ***Agreement***, or applicable Safety Laws.

2. The parties to this Agreement do hereby recognize the need to provide a drug-free and alcohol-free workplace. The parties to the Agreement agree to comply with any mandated substance abuse program. In order to produce as safe a workplace as possible, it is understood and agreed that the Employer and the employees shall abide by the rules and provisions of the implemented substance abuse program, which may include the following types of testing: pre-employment, reasonable suspicion, post-incident, and random where allowed by law. Any discriminatory practice under this Article shall be subject to the ***NMAPC Grievance Procedure***. All substance abuse programs shall be submitted to the NMAPC for distribution prior to implementation.

ARTICLE XVIII - APPRENTICES

1. The Union ***acknowledges*** that ***different*** apprentice ratios than those established ***may be needed to cover plant maintenance. Therefore,*** the Employer and the Union agree that existing ratios will be utilized ***but that higher ratios may be negotiated when warranted by conditions.*** Further, ***an Employer may employ*** pre-apprentice classifications for work customarily performed by the craft, ***provided pre-apprentice classifications are recognized in the Local Labor Agreement.***

ARTICLE XIX - HIRING AND TRANSFER OF CRAFT WORKERS

1. The Employer agrees to hire ***Craft Workers*** in ***the area*** where work is being performed or is to be performed in accordance with the hiring procedure existing in the ***area***; however, in the event the Local Union is unable to fill the request of the Employer for employees within a forty-eight (48) hour period after such request for employees (Saturdays, Sundays and ***Holidays*** excepted), the Employer may employ ***workers*** from any source. The Employer shall have the right to move qualified employees from one job assignment to another within the plant location where they are working.

2. The Employer shall determine the competency of all employees. The Employer shall determine the number of ***employees*** required on the project and shall select any employee or employees working under the terms of this Agreement to be laid off regardless of membership or ***non-membership*** in the Union.

ARTICLE XX - GENERAL SAVINGS CLAUSE

1. Any provisions in this Agreement which are in contravention of any Federal, State, Local or County regulations or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such laws or regulations are in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement to which the law or regulation is not applicable, nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which such law or regulation is applicable.

ARTICLE XXI - CREW SIZE

1. The crew size shall be any number of ***craftspersons*** and supervision required to safely perform the work and shall be increased or decreased at the discretion of the Employer.

ARTICLE XXII - LOCKOUT AND WORK STOPPAGE

1. During the term of this Agreement, there shall be no ***lockouts*** by the Employer and no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Union or by any employee. Failure of the Union, its ***Local Union*** or employee to cross any picket line at the Employer's project site is a violation of this Article.

($10,000.00) per shift for each shift thereafter on which the employees have not returned to work. The Arbitrator shall retain jurisdiction to determine compliance with this section and Section 5.

8i. If the Arbitrator determines in accordance with Section 8d. above that the Employer has engaged in an illegal lockout in violation of this Article, the Employer shall notify the International Union that the illegal lockout has ended ***within eight (8) hours of receipt of the award***. If the illegal lockout is not ended by the beginning of the next regularly scheduled shift following receipt of the Arbitrator's ***award***, then the Employer shall pay the sum of ten thousand dollars ($10,000.00) as liquidated damages to the International Union, and shall pay an additional ten thousand dollars ($10,000.00) per shift for each shift thereafter on which the Employer continues to illegally lockout its employees covered by this Agreement. The Arbitrator shall retain jurisdiction to determine compliance with this section.

9. The procedures contained in Section 8 through 8i shall be applicable to alleged violations of this Article. Disputes alleging violation of any other provision of the Agreement, including any underlying dispute alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance adjudication procedures of Article VI.

ARTICLE XXIII - MANAGEMENT CLAUSE

1. In the exercise of its functions of management, the Employer shall have the right to plan, direct and control the operation of all ***its*** work; hire employees and supervision; direct the working forces; assign employees and supervision to their jobs; ***refuse any applicant;*** discharge, suspend or discipline for proper cause; transfer, promote or demote employees and supervision; lay off employees and supervision because of lack of work or for other legitimate reasons; require employees and supervision to observe the Employer's rules and regulations not inconsistent with this Agreement; regulate the use of all equipment and other property of the Employer; decide the amount of equipment to be used; the number of ***employees*** needed; and contract work anywhere and decide the methods of work and the source from which material and equipment is obtained. The Employer ***shall*** not use these rights for the purpose of discrimination against any employee. These provisions do not prohibit the Union's right to the peaceful exercise of Article VI above if in its judgment the spirit and intent of this Agreement has been violated.

ARTICLE XXIV - PARTNERING

1. As manifested in the Mission Statement, the NMA***PC*** Program is based on its continual commitment to improve the partnering and communication between ***Owners***, union ***Contractors***, and building trades ***Craft Workers***. To further the goal of better dialogue and expedited problem solving, the NMA***PC*** Program encourages the development of local tripartite committees for a specific project or area, that are empowered to establish lines of communication, seek solutions to unique job site needs, and suggest methods and ways to continuously improve safety, productivity, and quality.

2. The initial establishment of a local committee ***may*** be implemented through the NMAPC office. The NMAPC office will provide the framework and oversight for effective partnering to enhance safety, productivity and quality.

ARTICLE XXV - WELDING CERTIFICATION

1. The Union ***and the Employer*** agree to arrange ***the pretesting of*** welders at a mutually agreeable time and place. Such testing will be done without compensation, except that welders passing a certification test will be compensated for actual time required to take such test, not ***to*** exceed four (4) hours pay upon ***the employee's*** first employment with that ***Contractor***. ***However, in order to receive said compensation, the*** employee ***must*** remain at work on the job at least five (5) working days, or in the case of jobs of less than five (5) working days, for the duration thereof.

2. In instances where a participating International Union is party to a program to provide welder certification and/or maintenance of welder certification records ***with objectives*** equal to this Article, then such program will be applicable under this Agreement.

ARTICLE XXVI - REPORTING REQUIREMENTS -ADMINISTRATIVE FEES

1. ***All Employers*** signatory to this ***Agreement*** shall report all ***work*** hours performed under this ***Agreement*** on a quarterly basis or at such times as deemed necessary by the ***NMAPC.*** The report shall include the sum total of ***work*** hours performed ***by each craft*** at each location for each quarterly reporting period. Each location shall be reported separately on ***the NMAPC website at www.nmapc.org. Hard copies of the*** forms ***will be*** furnished by the ***NMAPC only upon request.***

2. The Employer shall remit an annual administrative fee in such an amount deemed necessary by the ***NMAPC*** to defray the costs of administering and operating the ***NMAPC Program***. Administrative fees shall be payable in accordance with the terms stipulated on the NMAPC Administrative ***Fee Invoice. Administrative fees may be remitted via the NMAPC website at www.nmapc.org.***

3. As a party to this ***Agreement*** and participant in the ***NMAPC Program***, the Employer acknowledges its obligation to remit the annual administrative fee to the ***NMAPC. Administrative Fees that remain outstanding will continue to accrue a late fee on each late notice.*** In the event the Employer fails to remit such fees after demand for timely payment, the Employer consents to the jurisdiction of the courts of the Commonwealth of Virginia in any action brought by the ***NMAPC*** to collect the fee. The Employer further agrees that it will be liable and responsible for any costs of collection, including reasonable ***attorney*** fees and court costs, incurred in such action by the ***NMAPC***.

ARTICLE XXVII -ADMINISTRATIVE PROCEDURE

1. Extensions of this Agreement shall be on a location ***by*** location basis and shall be sought for each location. Employers awarding work to a subcontractor must ***ensure*** that the subcontractor has applied for the ***NMA***(s) and is in possession of them with permission to use them at the time of award, ***through the inspection of a valid site extension approval(s)***. Pre-job conferences shall be required for all work performed under this Agreement as stipulated in Article I.

2. In the event that a local or area collective bargaining agreement expires and a subsequent work stoppage ensues, the Employer and ***its*** employees will continue to work since the intent of this provision is to allow maintenance work to continue as a benefit to the client. The wages and fringe benefits in the expired local collective bargaining agreement or as approved by the NMAPC will remain in effect for all work covered under the terms of this Agreement until wages and fringe benefits are agreed upon and become effective for the recognized bargaining agency of the local contractors and the affected ***Union***.

3. Sections 1 and 2 of this Article shall not apply if the Employer signatory to this Agreement is a member of the current local negotiating committee or if said signatory Employer actively participates in local negotiations. In such cases, when a local collective bargaining agreement expires, the affected ***Union*** may withhold services from said Employer, but shall not interrupt the work of other crafts. Moreover, said Employer shall have the right to request in writing to the appropriate International Union that Section 3 of this Article be waived in order to allow the Employer to participate in local negotiations. The International Union has the sole ***discretion*** to grant such waiver and will communicate its decision in writing both to the Employer and affected Owner(s).

4. The International Union and its applicable ***Local Union*** shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity which violates this Article and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activity which violates this Article. Any employee who participates in or encourages any activity which violates this Article shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days. Further, if the ***Union***(s) are unable to provide qualified replacements for those employees who are in violation of this Article by the beginning of the next shift, the Employer is free to hire from any source.

5. Neither the International Union nor its ***Local Union*** shall be liable for acts of employees for which it has no responsibility. The International Union will immediately instruct, order and use its best efforts to cause ***its Local Union*** to cease any violation of this Article. If it complies with this obligation, the International Union shall not be liable for unauthorized acts of its ***Local Union***. The principal officers of the ***Local Union*** will immediately instruct, order and use their best efforts to cause the employees of the ***Local Union*** they represent to cease any violation of this Article. If it complies with this obligation, the ***Local Union*** shall not be responsible for unauthorized acts of employees it represents.

6. In the event of any work stoppage, strike, picketing or other disruptive activity in violation of this Article, the Employer, at ***its*** discretion and without penalty, may suspend all or any portion of the project work affected by such activity.

7. Any ***signatory International*** Union or ***affiliated Local Union*** which initiates, participates in, or supports a work stoppage, strike, picketing or other disruptive activity in violation of this Article agrees ***to pay liquidated damages*** as a remedy for said violation, in accordance with Section 8h. of this Article.

8. ***After all parties and the NMAPC have been notified of an alleged violation, a party or the NMAPC may institute the following procedure, in lieu of, or in addition to, any other action at law or equity.***

8a. To invoke the procedure, a party or the ***NMAPC*** shall notify the permanent Arbitrator under this procedure ***through the NMAPC Impartial Secretary/CEO***. Notice to the Arbitrator, ***through the NMAPC Impartial Secretary/CEO,*** shall be by ***mail,*** FAX, ***and/or e-mail*** with copies of the notice to ***be sent to*** the other parties.

8b. Upon receipt of said notice the Arbitrator shall schedule and hold a hearing within twenty-four (24) hours***, provided*** the invoking party contends that the violation still exists.

8c. The Arbitrator shall notify the parties by ***mail,*** FAX, ***and/or e-mail*** of the ***hearing's location***. The hearing shall be completed in one session. A failure of any party to attend the hearing shall not delay the admittance of evidence or issuance of an ***award*** by the Arbitrator.

8d. The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Arbitrator's ***award*** shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an ***opinion***. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the ***award***. The Arbitrator may order cessation of the violation of this Article, and such ***award*** shall be served on all parties by hand ***delivery, mail***, FAX***, and/or e-mail.***

8e. The Arbitrator's ***award*** may be enforced in the following manner by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove. ***Mailed,*** FAX***ED, and/or e-mailed*** notice of the filing of such enforcement proceedings shall be given to all parties. In a proceeding to obtain a temporary order enforcing the ***award,*** all parties agree to waive the right to a hearing and agree that such proceedings may be exparte. Such agreement, however, does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order enforcing the ***award*** shall be served on all parties by hand, by delivery to their last known addresses or by registered mail.

8f. Any rights created by statute or law governing arbitration proceedings ***that are*** inconsistent with the above procedure or ***that*** interfere with compliance herewith are waived.

8g. The fees and expenses of the Arbitrator shall be paid by the party or parties found in violation of this Article. In the event no violation of this Article is found, such fees and expenses shall be paid by the invoking party.

8h. If the Arbitrator determines in accordance with Section 8d. above that the International Union and/or its local union has violated this Article, the International Union and/or its local union shall direct all of the employees they represent at the project to immediately return to work ***within eight (8) hours of receipt of the award.*** If the employees do not return to work by the beginning of the next regularly scheduled shift following receipt of the Arbitrator's ***award***, and the International Union and/or its ***Local Union*** have not complied with Section 5 above, the Union and/or the ***Local Union*** shall pay the sum of ten thousand dollars ($10,000.00) as liquidated damages to the affected owner, and shall pay an additional ten thousand dollars

2. The Employer must file site extension requests via the NMAPC website at www.nmapc.org for the location(s) where the work will be performed. The Employer must be current in the remittance of all administrative fees and fringe benefit contributions in order to obtain or utilize a valid site extension.

3. This Agreement is between the Employer and the International Union only ***and is binding upon its affiliated local unions and district councils. The International Union is responsible for acting on all site extension requests in a timely manner.*** The ***NMAPC is the*** only intermediary or administrative body for this Agreement ***and the policy decisions contained in the NMAPC Book of Decisions, which are part of this Agreement.*** Revisions to this Agreement shall be made only by majority vote of the ***NMAPC***.

4. This Agreement is a stand alone agreement and none of the provisions in any local, regional, area or national collective bargaining agreement shall apply, unless specifically incorporated in this Agreement. ***Furthermore, this Agreement is the exclusive collective bargaining agreement for any work to which it is extended, and for such work it supersedes and overrides the terms and conditions of any and all other national, area, or local collective bargaining agreements to which the parties hereto, or either of them may be signatory.***

ARTICLE XXVIII - ADDENDA TO NATIONAL MAINTENANCE AGREEMENT

1. Addenda to this Agreement which are required to place the Employer in a more competitive position or address the Owner's requirements may be established by majority agreement of the signatory International Unions comprising the NMAPC. Such addenda shall be reduced to writing and shall be attached hereto and made part of this Agreement for that project.

2. The Employer or Owner shall submit its request in writing to the NMAPC outlining the various site requirements that necessitate such approval.

ARTICLE XXIX - DURATION OF AGREEMENT

1. This Agreement becomes effective DRAFT, *20___*, and shall continue in effect ***unless*** terminated ***by no less than*** ninety (90) days' notice ***to the other party, in writing or on the NMAPC website at www.nmapc.org***. Changes may be made at any time by mutual consent.

2. The parties agree to revisions to this Agreement which are formally approved by the National Maintenance Agreements Policy Committee, Inc., and of which they are notified in writing by the Committee.

FOR THE CRAFT NAME:
DRAFT
General President

FOR THE EMPLOYER:
DRAFT
Company Name

Street Address

City State Zip

Phone Number

FAX Number

Name and Title (Printed)

Name and Title

NMAPC
NATIONAL MAINTENANCE AGREEMENTS POLICY COMMITTEE, INC.
1501 LEE HIGHWAY, SUITE 202 • ARLINGTON, VA 22209-1109
TELEPHONE: (703) 841-9707 • FAX: (703) 524-3364
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Stephen R. Lindauer
Impartial Secretary/CEO

December 19, 2014

Mr. Nick Liesch
President
Northeast Wisconsin Building Trades Council
2828 N. Ballard Road
Appleton, WI 54911-8703

Dear Mr. Liesch:

This letter is in response to your communication of December 9, 2014, wherein the Northeast Wisconsin Building Trades Council requested that the NMAPC grant authorization for Presidents Day (Federal), to be recognized as a floating holiday and celebrated on the Friday after Thanksgiving Day.

Pursuant to Article XI, paragraph 3 of the National Maintenance Agreements, you are hereby granted authorization to celebrate the floating holiday in lieu of Presidents Day (Federal) on the Friday after Thanksgiving Day commencing in the 2015 calendar year, for all work performed under the National Maintenance Agreements and that are within the geographical jurisdiction of the Northeast Wisconsin Building Trades Council.

Please be advised that the application of the floating holiday to the Friday after Thanksgiving Day will remain in effect for future calendar years unless this office is otherwise notified in a timely fashion by your Building Trades Council. Be further advised that as a result of this action, Presidents Day (Federal), which had previously been considered as a holiday, will now be considered as a regular work day for all work performed under the National Maintenance Agreements within your geographical jurisdiction.

It is strongly recommended that, in order to avoid any confusion and due to the timing of this request, you contact the affected owners and contractors currently performing work in your Council's jurisdiction of your Council's intention relative to this change in the floating holiday.

Please contact this office if you have any questions.

Very truly yours,

Stephan R. Lindauer
Impartial Secretary/CEO

SRL/mpd

cc: NMAPC Labor Section (w/attachment)