

# Agreement

between

**United Brotherhood of Carpenters  
and Joiners of America**

and the

**National Maintenance Agreements  
Policy Committee, Inc.**

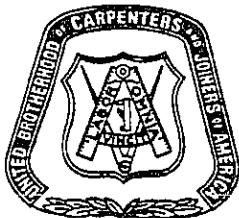
for the

**Performance of Repair, Replacement,  
Maintenance and Renovation Work**

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*“Building a Partnership of Safety,  
Productivity, Quality, and Strength”*

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Revised February, 1996



## **MISSION STATEMENT NATIONAL MAINTENANCE AGREEMENT**

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

Since its inception in 1971, the National Maintenance Agreement (NMA) program has been administered under a system of tripartite governance and cooperation, with owners, contractors and building trades craftworkers sharing equally in the responsibilities and rewards generated by the program.

Understanding that the 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 program. Such balance is necessary if the program is to maintain its stated goal of "Building a Partnership of Safety, Productivity, Quality and Strength".

In achieving that goal, the NMA recognizes and addresses the following common concerns of the partners in the program:

- 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 jobsite issues

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

The NMA program is administered and guided by the NMA Policy Committee, Inc. The NMAPC is a joint committee of labor and management representatives committed to achieving the program's stated goals and satisfying the individual and collective concerns of the participants.

The NMAPC thus provides a guarantee to owners, contractors and craftworkers that the NMA program will continue to deliver dynamic leadership in addressing the realities of industrial construction maintenance, and that it will continue to provide a state-of-the-art delivery system for the performance of maintenance work. The NMAPC is truly designed to deliver partnerships of "Safety, Productivity, Quality and Strength".

# NATIONAL MAINTENANCE AGREEMENTS

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# National Maintenance Agreement

This AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between \_\_\_\_\_ (Employer) of \_\_\_\_\_ (hereinafter referred to as the Employer) (City) (State)

and the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, (hereinafter referred to as the Union), for the purpose of Maintenance, Repair, and Renovation Work in various plants wherein the Employer works.

## ARTICLE I—RECOGNITION

1. The bargaining unit under this Agreement shall comprise the Union in behalf of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, Employees of the Employer, now employed and employed in the future for maintenance, repair, replacement and renovation in various plants within the geographical jurisdiction of the United Brotherhood of Carpenters and Joiners of America. 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 maintenance, repair, replacement and renovation 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 Agreement. It is the responsibility of the Employer to notify the appropriate Building Trades Council having jurisdiction, as well as all International Unions with which it is party to a National Maintenance Agreement 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.

4. For short-term (less than 5 working days) or weekend projects, the Employer may contact the appropriate crafts via telephone, FAX and/or other electronic means, 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 National Maintenance Agreement, there shall be no strikes, lock outs, 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 signatory Employers 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 as well as the NMAPC office, by telegram or FAX, within two (2) days of the time that a dispute occurs at the local level. All disputes involving craft work assignments shall be referred to the International Unions with which the local unions are affiliated and they and the Employer shall have the opportunity to resolve the dispute.

7. Should the International Unions and the Employer fail to resolve the dispute within five (5) work days from the date they were notified of the dispute, then the matter shall be referred by telegram or FAX by any International Union or Employer directly involved in the dispute for arbitration to the Permanent Umpire, designated by the NMAPC, to resolve jurisdictional disputes under this procedure.

8. The Umpire will set and hold a hearing within seven (7) days of the referral to him. The Umpire shall notify the Employer and the appropriate International Unions by telegram or FAX of the place and time chosen for the hearing. A failure of any party or parties to attend said 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 agreement of the parties in writing.

9. The Umpire shall issue his decision within three (3) days after the case has been closed. The decision of the Umpire shall be final and binding on all parties to the dispute. This action of the Umpire shall be predicated upon the particular facts

and evidence presented regarding this dispute and shall be effective only on this particular job.

10. In rendering his decision, the Umpire shall determine first, whether a previous decision or agreement of record between the parties to the dispute governs. If the Umpire finds that the dispute is not covered by an appropriate or applicable decision or agreement of record, he shall then consider whether there is an applicable agreement between the crafts governing the case. If no such agreement is in effect, the Umpire shall then consider the established trade practice and prevailing practice in the locality.

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. Each party to the arbitration shall bear its own expense for the arbitration. The fees and expenses of the Umpire will be shared equally by the affected International Unions and the Employer.

13. The Employer shall not be subject to disputes regarding work assignments made by its subcontractors. However, the Employer must ensure that its subcontractors, performing work under the terms and conditions of the National Maintenance Agreements, follow 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 the United Brotherhood of Carpenters and Joiners of America.

## **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 thirty (30) days following the date of their employment.

3. Any employee, who, at his/her time of employment is a member in good standing of any AFL-CIO Building Trades Union, shall be considered in compliance with the Union Security Article in this contract so long as he/she maintains good standing in the Union.

4. On 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—NON-DISCRIMINATION**

1. The Union and the Employer agree to abide by all Executive Orders and subsequent amendments thereto, regarding the Civil Rights Act of 1964, pertaining to non-discrimination in employment, in every respect.

### **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 Employers 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 or directly subcontract or purchase any part or parts of the work necessary on his project with due consideration given to achieving the highest maintenance standards and harmonious working conditions herein. All subcontracting of work at any tier covered by this Agreement shall be limited to Employers signatory to this or other similar national maintenance agreements.

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, nothing in this Paragraph 4 will prevent the in-plant employees of the Owner from performing work not 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—DEFINITIONS

1. Maintenance shall be defined as any work performed of a renovation, replacement, repair or maintenance character within the limits of a plant property, or other locations related directly thereto.

2. The word “repair”, used within the terms of this Agreement and in accordance with maintenance, is work required to restore by replacement of parts of existing facilities to efficient operating condition.

3. The word “renovation”, used within the terms of this Agreement and in connection with maintenance, is work required to improve and/or restore by replacement or by revamping parts of existing facilities to efficient operating condition.

4. The word “replacement”, used within the terms of this Agreement in connection with maintenance, is work required to modify, supplement or efficiently update existing facilities.

5. The term “existing facilities”, used within the terms of this Agreement is limited to a constructed unit already completed and shall not apply to any new unit to be constructed in the future, even though the new unit is constructed on the same property or premises.

6. In the event a dispute arises as to whether a work operation is new work or work falling within the scope of this Agreement, the matter shall be referred to the Work Scope Subcommittee of the National Maintenance Agreements Policy Committee, Inc.

## ARTICLE VI—GRIEVANCES

1. All grievances shall be filed within ten (10) calendar days after the complained-of event arose. Grievances shall be appealed to the next higher step within ten (10) calendar days after the meeting in the lower step. Settlement of grievances may be arrived at in any step of the grievance procedure which will be final and binding on the Union and Employer.

Grievances, other than those pertaining to jurisdiction or general wage rates on any work covered by this Agreement shall be handled in the following manner:

**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 effect an amicable settlement or adjustment of any grievance or controversy, it shall be submitted to the National Maintenance Agreements Policy Committee, Inc. for a decision to become effective immediately. (Parties should refer to NMAPC Grievance Procedures as amended June 12 & 13, 1990 at this step.)

**Step 5.** Failure of the National Maintenance Agreements Policy Committee, Inc. 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 make the designation. The affected parties to the arbitration shall equally share in the costs, including printing and publication of any record of such arbitration.

2. 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. A copy of the award by the arbitrator shall be submitted to the National Maintenance Agreements Policy Committee as soon after such award is rendered.

## **ARTICLE VII—UNION REPRESENTATIVE**

1. A Steward shall be a qualified workman appointed by the Business Agent and confirmed in writing to the Employer. The Steward shall be the last employee to be laid off, provided he/she is qualified to perform the work which remains 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. Local 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 National Maintenance Agreements Policy Committee, Inc. 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 called for in 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 on a basis which 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 United Brotherhood of Carpenters and Joiners of America and recognized bargaining agencies of contractors in the area.

3. Industry Advancement or Promotion Funds called for in the Local Labor Agreement may be paid at the discretion of the Employer.

4. Once an Employer is notified by certified mail, return receipt requested, or by telegram, FAX, or other electronic means, that he/she is delinquent in his/her contributions to the fringe benefit funds, apprenticeship fund, dues check-off 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.

## **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  
President's Day (Federal)\*  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

2. If any of these listed holidays falls on Sunday, the following Monday shall be observed as the holiday. If any of the listed holidays falls on Saturday, the preceding Friday shall be observed as the holiday.

3. \* President's Day (Federal) may be considered a floating holiday and may be celebrated on an alternate day, if the affected participants to this Agreement within a specific Building Trades Council's geographical jurisdiction mutually agree to celebrate said holiday on another work day. Authorization must be obtained in writing from the NMAPC administrative 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. It will not be a viola-

tion of this Agreement when the Employer considers it necessary to shut down to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee. 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 shut down because of weather, employees, who report for 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 lays 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 a minimum of four (4) hours pay 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 unwarrantedly 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) 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 will be paid to any employee covered by the terms of this Agreement.

2. If the Employer or his subcontractor voluntarily agrees to pay travel or subsistence monies to any craft working in the plant on maintenance, repair, or renovation work the United Brotherhood of Carpenters and Joiners of America employees will automatically be entitled to receive the applicable travel and subsistence provisions contained in their Local Labor 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) A.M., and the regular quitting time shall be four-thirty (4:30) P.M.; lunch time shall be twelve (12) noon to twelve-thirty (12:30) P.M.

2. When shifts are required, the first shift shall work eight (8) hours at the regular straight-time rate. The second shift shall work seven and one-half (7-1/2) hours and receive the equivalent of eight (8) hours pay at the employee's regular straight-time hourly rate plus \$.25. The third shift shall work seven (7) hours and receive the equivalent of eight (8) hours pay at the employee's regular straight-time hourly rate plus \$.50. 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. 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. If any other craft, employed by the same Employer or its subcontractor in the plant on maintenance, repair, renovation or replacement is receiving double-time wages in lieu of the time and one-half wage rate as set forth in this Agreement, the United Brotherhood of Carpenters and Joiners of America employees will automatically be entitled to the double-time rate of pay during the period that aforementioned crafts are employed.

7. Local Labor Agreement provisions regarding minimum number of days to establish shifts or shift starts are waived for work under this Agreement.

8a. The Employer may establish a four (4) ten hour shift exclusive of the thirty minute unpaid lunch period at the straight time wage rate. The starting time shall be between 7:00AM and 8:00AM. Forty 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 make-up day at the straight time wage rate. If Friday is scheduled as a make-up day a minimum of eight hours will be scheduled and worked, weather permitting. Straight time is not to exceed ten hours a day or forty hours per week. Starting time will be designated by the Employer; the Union will be advised of the starting time. Prior to utilizing this provision on a site where it has not previously been approved, the Employer or the Owner may petition to implement this option by initially submitting its request to the NMAPC as stipulated in Article XXVII. Such approval will then be incorporated as an addendum to this Agreement either for that specific site or may apply systemwide as in the case of an Owner's request.

8b. The Employer may establish two-four day, ten hour shifts at the straight time wage rate Monday through Thursday. These shifts are exclusive of the thirty minute lunch period. The day shift shall work 4 days at ten hours for ten hours pay per day. The second shift shall work four days at nine and one half hours for ten hours pay plus the shift additive of \$.25 per hour. 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 make-up day at the straight

time wage rate. Straight time is not to exceed ten hours a day or forty hours per week. Prior to utilizing this provision on a site where it has not previously been approved, the Employer or the Owner may petition to implement this option by initially submitting its request to the NMAPC as stipulated in Article XXVII. Such approval will then be incorporated as an addendum to this Agreement either for that specific site or may apply systemwide as in the case of an Owner's request.

8c. Employees who inform their Employer on Thursday that they do not wish to work Friday make-up day, will not be penalized.

8d. An employee who is referred for employment whose work 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.

9. 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 XXVII. The NMAPC in reaching a decision shall take into consideration the project schedule, manpower requirements, the geographic location of the project, owner's work schedule and other appropriate factors. Such approval will be incorporated as an addendum to this Agreement for that specific project.

## **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 jobsite and back to the gate when said distance is one-half (1/2) mile or more. When transportation is required, the Employer shall transport the employees to the point where such employees were picked up not later than 10 minutes after the end of the shift. When employees are transported to pick-up 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 grievance procedure. All substance abuse programs shall be submitted to the NMAPC for distribution prior to implementation.

### **ARTICLE XVIII—APPRENTICES**

1. The Union agrees that the needs of plant maintenance may warrant differing apprentice ratios than those established. The Employer and the Union, therefore, agree that existing ratios will be utilized and may negotiate from time to time higher ratios as conditions warrant. Further, provided pre-apprentice classifications are recognized in an area, an Employer may employ pre-apprentice classifications for work customarily performed by the craft.

### **ARTICLE XIX—HIRING AND TRANSFER OF CRAFTWORKERS**

1. The Employer agrees to hire craftworkers in any territory where work is being performed or is to be performed in accordance with the hiring procedure existing in the territory where the work is being performed or is to be performed; 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 workmen 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 craftworkers 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 lockout 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, local union or employee to cross any picket line, not sanctioned by the National Building and Construction Trades Department, at the Employer's project site is a violation of this Article.

2. In the event that a local or area collective bargaining agreement expires and a subsequent work stoppage ensues, the Employer and his 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, Inc. 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 National Maintenance 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 that Section 3 of this Article be waived in order to allow the Employer to participate in local negotiations. The International has the sole responsibility to grant such waiver and will communicate its decision in writing both to the Employer and affected Owner(s).

4. The 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 his discretion and without penalty, may suspend all or any portion of the project work affected by such activity.

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

8. In lieu of, or in addition to, any other action at law or equity, a party or the National Maintenance Agreement Policy Committee, may institute the following procedure when a violation of this Article is alleged, after the other parties and the National Maintenance Agreements Policy Committee have been notified of the violation.

8a. To invoke the procedure, a party or the National Maintenance Agreement Policy Committee, shall notify \_\_\_\_\_, who shall be the permanent Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, the invoking party shall notify \_\_\_\_\_, who is the alternate Arbitrator. Notice to the Arbitrator shall be by telegram or FAX, with copies of the notice by telegram or FAX to the other parties, and the National Maintenance Agreements Policy Committee.

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

8c. The Arbitrator shall notify the parties by telegram or FAX of the place and time he has chosen for the hearing. 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, telegram or FAX.

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. Telegraphic or FAX notice of the filing of such enforcement proceeding 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 proceeding may be ex parte. 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 or by delivery to their last known addresses or by registered mail.

8f. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which 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, or 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 Union and/or its local union has violated this Article, the Union and/or its local union shall, within eight (8) hours of receipt of the Award, direct all of the employees they represent at the project to immediately return to work. 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 Union and/or its local union have not com-

plied with Section 5 above, then 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 (\$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 within eight (8) hours of receipt of the Award notify the Union that the illegal lockout has ended. 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 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 his/her work; hire employees and supervision; direct the working forces; assign employees and supervision to their jobs; 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 shall be free to contract work anywhere and shall decide the methods of work and the source from which material and equipment is obtained; provided, however, that the Employer will 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 judgement the spirit and intent of this Agreement has been violated.

2. Whenever possible and where circumstances do not prevent the Employer's doing so, the Employer will use items manufactured in the U.S.A.

### **ARTICLE XXIV—PARTNERING**

1. As manifested in the Mission Statement, the NMA program is based on its continual commitment to improve the partnering and communication between owners, union contractors, and union building trades craftsmen. To further the goal of better dialogue and expedited problem solving, the NMA program encourages the development of local tri-partite committees for a specific project or area, that are empowered to establish lines of communication, seek solutions to unique jobsite needs, and suggest methods and ways to continuously improve safety, productivity, and quality.

2. The initial establishment of a local committee must be implemented through the NMAPC Administrative 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 agrees to arrange with the Employer to pre-test 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 which shall not exceed four (4) hours pay upon his/her first employment with that contractor provided such employee remains 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 is party to a program to provide welder certification and/or maintenance of welder certification records whose objective is equal to this Article, then such program will be applicable under this Agreement.

### **ARTICLE XXVI—REPORTING REQUIREMENTS— ADMINISTRATIVE FEES**

1. The Employer signatory to this agreement shall report all manhours performed under this agreement on a quarterly basis or at such times as deemed necessary by the National Maintenance Agreements Policy Committee, Inc. The report shall include the sum total of manhours performed at each location for each quarterly reporting period. Each location shall be reported separately on forms furnished by the National Maintenance Agreements Policy Committee.

2. The Employer shall remit an annual administrative fee in such an amount deemed necessary by the National Maintenance Agreements Policy Committee, Inc. to defray the costs of administering and operating the program. Administrative fees shall be payable in accordance with the terms stipulated on the NMAPC, Inc. Administrative Report Form.

3. As a party to this agreement and participant in the program, the Employer acknowledges its obligation to remit the annual administrative fee to the National Maintenance Agreements Policy Committee, Inc. In the event the Employer fails to remit such fee 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 National Maintenance Agreements Policy Committee, Inc., to collect the fee. The Employer further agrees that it will be liable and responsible for any costs of collection, including reasonable attorneys' fees and court costs, incurred in such action by the National Maintenance Agreements Policy Committee, Inc.

## **ARTICLE XXVII—ADMINISTRATIVE PROCEDURE**

1. Extensions of this Agreement shall be on a location-to-location basis and shall be sought for each location. Employers awarding work to a sub-contractor must be sure that the subcontractor has applied for the National Maintenance Agreement(s) and is in possession of them with permission to use them at the time of award. Pre-job conferences shall be required for all work performed under this Agreement as stipulated in Article I.

2. This Agreement is between the Employer and the United Brotherhood of Carpenters and Joiners of America only. The only intermediary or administrative body for this Agreement is the National Maintenance Agreements Policy Committee, Inc. Revisions to this Agreement shall be made only by majority vote of the National Maintenance Agreements Policy Committee, Inc.

3. 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.

## **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 \_\_\_\_\_, 19\_\_\_\_, and shall continue in effect until terminated by ninety (90) days written notice from either party to the other. 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 UNITED BROTHERHOOD  
OF CARPENTERS AND  
JOINERS OF AMERICA, AFL-CIO

\_\_\_\_\_  
General President

\_\_\_\_\_  
Typed Name

101 Constitution Avenue NW  
Washington DC 20001

Telephone: 1 (202) 546-6206  
Fax: 1 (202) 543-5724

FOR THE EMPLOYER

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip

( )

\_\_\_\_\_  
Phone Number

( )

\_\_\_\_\_  
FAX Number

\_\_\_\_\_  
Name and Title (Printed)

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

**SAMPLE**