

A guide to the revised NMA

On Jan. 1, 2012, a newly revised version of the National Maintenance Agreements (NMA) will go into effect (see interview, Page 14). Here's a quick and easy guide to the major changes. You can download the revised NMA at www.nmapc.org/agreement. On the same page, you'll also find a quick-reference guide and answers to all of your questions.

Since its inception in 1971, the National Maintenance Agreements (NMA) has served as a comprehensive and flexible project labor agreement for contractors, building trades unions and owner-clients in the industrial maintenance and construction sectors. More than two billion work hours have been completed under the NMA, a testament to its effectiveness.

The revised Agreement — its first significant overhaul since 1996 — continues the tradition that began 40 years ago by offering signatories an efficient blueprint for tripartite cooperation on the jobsite. But the new Agreement also reflects 21st-century realities, and as such, several significant changes have been made. These changes were agreed to by NMAPC members from both labor and management and were implemented in order to make the NMA an even stronger Agreement and increase union construction market share in the United States.

Following is an overview of some of the major changes in the Agreement. Again, if you have any questions, we strongly urge you to go to www.nmapc.org/agreement and download all of the educational materials.

Increased Flexibility

One of the main goals of the revision was to give all parties involved greater flexibility when using the NMA and cut down on the administrative burdens and requirements. Here are a couple of examples.

- **Work schedules:** Contractors or owners will no longer have to receive NMAPC approval prior to implementing a 4-10 work schedule. Beginning in 2012, a 4-10 can be implemented as the need arises. This change will result in the elimination of time-consuming administrative requests and allow contractors and owners to respond more quickly to unexpected changes and tight deadlines, which in turn will help keep projects on schedule and on budget.
- **"Me-too" provisions:** All "me-too" clauses have been eliminated from the Agreement and no longer apply to wages, work hours per day and travel and subsistence payments. By removing the "me-too" requirements altogether,

contractors working under the NMA will only have to pay for the work they need, when they need it. This will enable contractors to offer potential clients much more competitive and cost-effective bids.

Work Hours and Shifts

The revised NMA also changes the definition and pay rates for second- and third-shift work to bring them more in line with industry standards. Again, the Committee feels these changes will help make the NMA more competitive and attractive to potential customers as well as contractors.

- **Second shift:** Under the old NMA, second-shift workers received eight hours' pay at straight time for seven-and-a-half hours' work, plus a shift additive of 25 cents per hour. The revised NMA defines second shift as eight hours work for eight hours pay, plus a \$2 per hour shift additive.
- **Third shift:** Similar changes were also made to third-shift work. Under the old NMA, third-shift workers received eight hours' pay at straight time for seven hours of work, plus a shift additive of 50 cents per hour. The revised NMA defines third shift as eight hours work for eight hours pay, plus a \$2.25 shift additive.

Other Improvements

The revised Agreement also contains numerous other changes, all designed to make the NMA more flexible and easier to use (and understand!). Some of these changes include:

- All subcontracting work on an NMA job must be done under the terms of either the NMA or an approved compatible agreement. A grievance may be filed by a signatory union for failure to abide by this requirement, and may result in the award of monetary damages.
- Potential \$500 fine for failing to hold pre-job conferences.
- Jurisdictional dispute resolution process language changed to mirror the criteria of that contained in "The Plan for the Settlement of Jurisdictional Disputes."
- Cost of arbitration shall be the responsibility of the losing party/parties.
- Industry advancement or promotion funds required by a local labor agreement may be paid at the discretion of the employer. However, if approved by the NMAPC, these funds **must** be paid.

Once again, for more information and to download a free copy of the revised NMA, go to www.nmapc.org/agreement.