

NATIONAL MAINTENANCE AGREEMENTS POLICY COMMITTEE, INC.

1501 Lee Highway, Suite 202
Arlington, Virginia 22209
Phone: (703) 841-9707

Impartial Secretary/CEO
Stephen R. Lindauer

The following constitutes an official action of the National Maintenance Agreements Policy Committee, Inc.:

Bulletin No. I – 2 * National Maintenance Agreement

Subject: Article I – Recognition

Employer Non-Compliance with the National Maintenance Agreement

The Committee was requested to review and clarify its policy in instances where a Signatory Employer or Employers refuse to recognize traditional jurisdiction and violate the spirit and intent of the National Maintenance Agreement by deliberately mis-assigning work.

Conclusion

The Committee outlined the following policy regarding work assignments:

1. The NMAPC Program encompasses fourteen (14) participating International Unions. Work performed under the Program should be assigned to each participating craft according to the craft's recognized and traditional jurisdiction, in accordance with agreements and Decisions of Record, attested Agreements, established trade practice, or prevailing area practice.
2. It is the responsibility of the Employers and all participating crafts to assure that work performed under the Program is assigned to each craft according to the craft's recognized and traditional jurisdiction and that no craft is denied work which it is qualified and willing to perform as a participant in the Program.
3. Employers are directed to conduct pre-job conferences, or otherwise consult with participating crafts concerning the assignment of work and all work assignments shall be made in accordance with Agreements and Decisions of Record, attested Agreements, established trade practice or prevailing area practice as specified in Article I, Section 2 of the National Maintenance Agreements.
4. An agreement reached in writing between the National or International unions party to the dispute during the jurisdictional dispute process that changes a work assignment through abdication of the work in question, shall properly be implemented by the employer as directed by the NMAPC. Noncompliance with such an abdication of work shall not be considered jurisdictional in nature, but rather a misassignment of work and therefore subject to the grievance process.
5. Any Alleged non de minimus (i.e., significant) violation of the above policy will be promptly referred to the NMAPC. If, after giving all parties the opportunity to be heard, it is determined that no bona fide jurisdictional dispute existed involving the grieving craft at the time the work assignment was made, then the following steps will be implemented:

- STEP 1. An Employer found in violation of the above-mentioned policy will be notified by the NMAPC of its noncompliance status, with the same notification being directed to the Owner/Client.
- STEP 2. If the Employer continues with noncompliance status, then the NMAPC may suspend all terms and conditions of the National Maintenance Agreements for the Employer.
- STEP 3. An Employer with noncompliance status must be cleared through the administrative office of the NMAPC prior to the issuance of any future site extensions.

Stephen R. Lindauer
Impartial Secretary/CEO



July 23, 2014

APPROVED

Re: NMAPC Meeting of 7-23-14
NMAPC Meeting of 4-24-13
NMAPC Meeting of 10-25-12
NMAPC Meeting of 6-17-11
NMAPC Meeting of 1-31-91