

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 XXVII – 2 * National Maintenance Agreement

Subject: Article XXVII – Administrative Procedure

National Maintenance Agreement as a “Stand Alone” Agreement

The Committee was requested to clarify the intent of the language contained in Article XXVII, Section 4 of the National Maintenance Agreement which provides:

“This Agreement is a stand alone agreement and none of the provisions of any local, regional, area or national collective bargaining agreement shall apply, unless specifically incorporated in this Agreement.”

Conclusion

The Committee reaffirmed that as the language states, the National Maintenance Agreement (NMA) “stands alone,” and an Employer is neither required to sign a local, regional, area or national collective bargaining agreement, nor obligated to comply with any provision of a local, regional, area or national collective bargaining agreement except insofar as provisions of a local, regional, area or national collective bargaining agreement are specifically cited and made a part of the National Maintenance Agreement by reference.

The applicability of this Article does not depend on whether or not an Employer is signatory to a local, regional, area or national collective bargaining agreement. Therefore, the fact that an Employer may be signatory to a local, regional, area or national collective bargaining agreement as well as a National Maintenance Agreement does not alter the fact that when working under the NMA the Employer is not obligated to comply with any provision of the local, regional, area or national collective bargaining agreement unless specifically incorporated and made a part of the NMA. Once an International Union grants an Employer an extension to use the NMA, the NMA becomes the applicable agreement for that site only, and any local, regional, area or national collective bargaining agreement, which otherwise might apply, does not apply, thus the NMA “stands alone.”

Furthermore, under Article XXVII, Section 3 the only body authorized to interpret and administer the National Maintenance Agreement is the NMAPC, Inc. Neither local, regional, area or national joint board nor any other local, regional, area or national administrative body has the authority to interpret the NMA, apply the terms of the local, regional, area or national collective bargaining agreement to an NMA site or project, or impose fines against an Employer.

Stephen R. Lindauer
Impartial Secretary/CEO

A handwritten signature in black ink, appearing to read "Stephen R. Lindauer". The signature is written in a cursive style with a large initial "S".

June 17, 2011

APPROVED

Re: NMAPC Meeting of 6-17-11
NMAPC Meeting of 8-24-04