

# NATIONAL MAINTENANCE AGREEMENTS POLICY COMMITTEE, INC.

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Impartial Secretary/CEO  
Stephen R. Lindauer

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

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Bulletin XXII – 4 \* National Maintenance Agreement

Subject: Article XXII – Lockout and Work Stoppage

## **Requirements When Owner/Client's In-Plant Employees Are on Strike**

The Committee was requested to provide guidance in situations when an Owner/Client's in-house employees go out on strike and NMA contractors and their Union crafts are directed to continue to perform their assigned work at impacted site locations under the Agreement.

## **Conclusion**

The Committee determined that the provisions provided for in Article XXII apply directly to the signatory parties to the NMA, the Employers and the Unions, to ensure that no disruptive activities will be tolerated involving said parties for work performed under the NMAPC Program. However, in order to invoke Article XXII in situations where an Owner/Client who has work being performed under the NMA at one or more sites, and it is anticipated that in-plant employees intend to strike, while at the same time the Owner/Client directs the NMA contractor(s) to continue to perform the work assigned under the NMA, **the following procedure is required:**

1. The NMAPC shall be provided formal written notification advising that an in-plant union has notified its Owner/Client of an intent to strike, and the Owner/Client intends to continue to have contractors perform work under the NMA during the strike. This formal notification should include the name/location of the site or sites where the continued work in question will be performed, along with any pertinent specifics such as dates, affected contractors, work being performed, etc.
2. The Owner/Client **MUST** provide NMA contractors and their craft(s) with a designated **neutral gate** that provides safe ingress and egress both to and from plant property should there be the potential of picket lines being established by the in-plant employees. Furthermore, when properly provided and designated, it shall be the responsibility of the Owner/Client to maintain the integrity of the neutral gate and if necessary seek and obtain injunctive relief from any secondary or illegal picketing.
3. The NMA contractors and their craft(s) shall instruct their employees (members) to use only the neutral gate to ingress and egress their work sites.
4. It is further required and understood that NMA signatory Employers and Union crafts will only continue to perform their normal work and will not perform or be assigned work that would otherwise be performed by in-plant employees.

5. Should any NMA contractor file a formal notification of an alleged violation of Article XXII with the NMAPC, and safe ingress and egress via a neutral gate has not been provided to the NMA contractor(s) and its craft(s) employees, the NMAPC Permanent Arbitrator will be required to take this policy decision into consideration as a first step in determining whether or not to grant relief under the Article.

In sum, it is acknowledged that Article XXII of the NMA requires signatory Employers and Union crafts to continue to perform their assigned work without disruption; however, in the event of an in-plant strike it must be understood that the signatory parties to the NMA must be provided with safe and unfettered access to and from their workplace. Therefore, it is vital for the Owner/Client under these circumstances to become actively engaged to ensure that the parties to the NMA can fulfill the commitments espoused in the Agreements.

Stephen R. Lindauer  
Impartial Secretary/CEO



July 15, 2020

APPROVED

Re: NMAPC Meeting of July 15, 2020