



NMAPC

NATIONAL MAINTENANCE AGREEMENTS POLICY COMMITTEE, INC.

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

WWW.NMAPC.ORG

ESTABLISHED

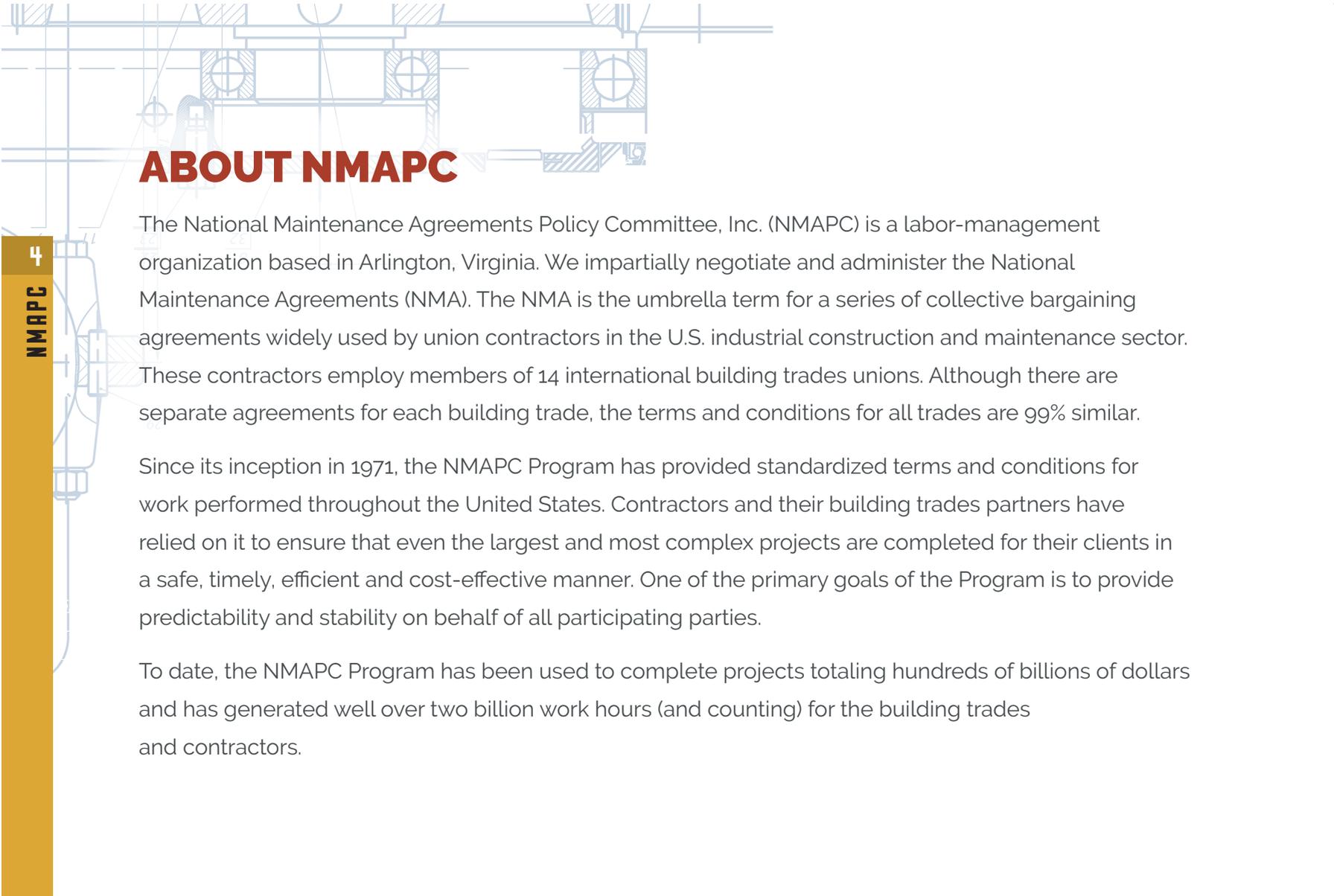
1971



MEMBER

OUR MISSION

**STRENGTHENING THE INDUSTRY
THROUGH TRIPARTITE COOPERATION**

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ABOUT NMAPC

The National Maintenance Agreements Policy Committee, Inc. (NMAPC) is a labor-management organization based in Arlington, Virginia. We impartially negotiate and administer the National Maintenance Agreements (NMA). The NMA is the umbrella term for a series of collective bargaining agreements widely used by union contractors in the U.S. industrial construction and maintenance sector. These contractors employ members of 14 international building trades unions. Although there are separate agreements for each building trade, the terms and conditions for all trades are 99% similar.

Since its inception in 1971, the NMAPC Program has provided standardized terms and conditions for work performed throughout the United States. Contractors and their building trades partners have relied on it to ensure that even the largest and most complex projects are completed for their clients in a safe, timely, efficient and cost-effective manner. One of the primary goals of the Program is to provide predictability and stability on behalf of all participating parties.

To date, the NMAPC Program has been used to complete projects totaling hundreds of billions of dollars and has generated well over two billion work hours (and counting) for the building trades and contractors.

THE WORK

The NMA is utilized by union contractors who specialize in industrial construction and maintenance, repair, renovation and modernization at hundreds of the nation's largest utility companies, steel mills, refineries, automotive and chemical plants.

A typical NMA project can involve anything from performing a vital maintenance outage on a boiler at a power plant to installing a 180-foot coker unit at an oil refinery. On any given day you'll also find NMA contractors using skilled union craftspeople to:



Retrofit assembly line equipment



Reline blast furnaces



**Install steam pipes at
a nuclear facility**



Wire complicated electrical systems



Rig multi-ton module crane lifts



**Erect hundreds of feet of
scaffolding around a cooling tower**

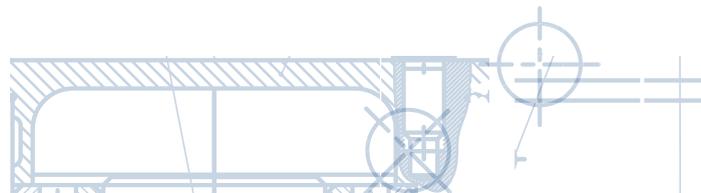
THE STRUCTURE

The NMAPC is comprised of 28 representatives – 14 each from the labor and contractor communities. This core group oversees the negotiation and interpretation of the Agreements. They are tasked with interpreting various provisions and ensuring that the NMA is applied fairly and consistently. Although owner-clients do not directly participate in the administration of the Program, they are consulted with regularly, and their advisement is always taken into consideration.

The NMAPC Program expressly forbids job disruptions of any kind – no ifs, ands or buts. Unions that sign on to the Agreement are prohibited from striking, picketing, or engaging in slow-downs or other disruptive activities. But if a job disruption occurs in contravention of the Agreement, the NMAPC immediately assigns a permanent arbitrator to address the situation.

All disputes involving the NMA are handled internally. A special labor-management subcommittee hears grievances over pay, work schedules, misconduct and other important issues, and has the authority to make final binding decisions. Work assignment disputes between unions are handled by a special umpire appointed by the Committee.

In addition, the NMAPC employs a full-time staff of labor relations professionals who offer administrative and technical support on a day-to-day basis, and help our tripartite partners implement the provisions of the Agreements.



THE PHILOSOPHY

The NMAPC Program is built on the philosophy of **tripartite** (or three-way) cooperation between owner-clients, contractors and the international building trades unions. It is the foundational principle that guides everything we do.

The tripartite philosophy is based on the belief that mutual respect and open dialogue are the keys to a safe and successful jobsite – and a thriving industry. We must break down old barriers of fear and mistrust if we have any chance of succeeding. All three parties must talk to one another honestly and frankly – but they must *listen* as well.

The tripartite philosophy is embedded in the very DNA of the NMAPC Program. The Agreements mandate three-way cooperation – it's not a suggestion. For instance, every NMA project must begin with a pre-job conference where the owner-client, contractor and union craftworkers meet in the same room to plan their activities, assign tasks and ensure proper safety procedures are in place before the first bolt is turned.

TRIPARTITE DIALOGUE



CONTRACTOR



BUILDING TRADES



OWNER/CLIENT

WWW.NMAPC.ORG

THE PRIORITIES

Through tripartite dialogue, the NMAPC has enshrined a set of priorities that reflect the common concerns of owner-clients, contractors and unions. These priorities inform every action we take:



Safety in all phases of work



Productivity & flexibility



No disruptions of the owner's work



A trained and available workforce



On-schedule performance



Attainable work opportunities



Cost-effective and quality craftsmanship



A resolution process for job site issues

By recognizing, addressing and delivering on these priorities, the NMAPC embodies a sense of true partnership. Everyone involved in the Program is committed to executing at the highest possible level.

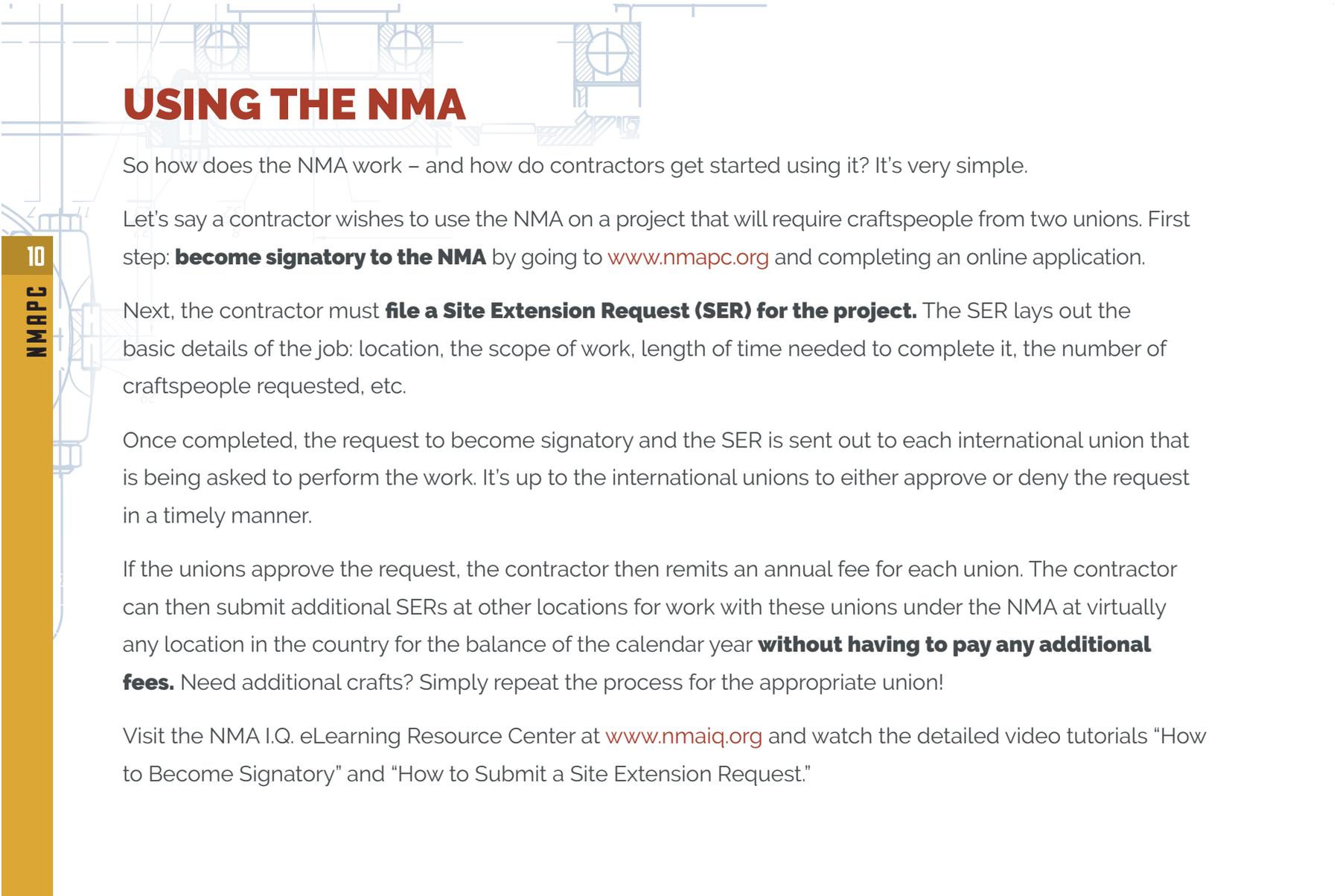
THE WINNING EDGE

One of the many advantages of using the NMA is that it sets out the terms and conditions of a job before work begins. Without it, a contractor would have to bargain separately with each union working on a project. That means if eight different crafts are needed to complete a large job, eight separate contracts with eight drastically different sets of provisions and work rules must be negotiated with the local unions – a time-consuming process to say the least.

But the NMA does away with the need for contractors and local unions to engage in this process. **All of the unions agree upfront to the same terms and conditions**, thus eliminating the need for individual negotiations and **establishing a level playing field** for everyone.



ALL OF THE UNIONS AGREE UPFRONT TO THE SAME TERMS AND CONDITIONS...ESTABLISHING A LEVEL PLAYING FIELD FOR EVERYONE.



USING THE NMA

So how does the NMA work – and how do contractors get started using it? It's very simple.

Let's say a contractor wishes to use the NMA on a project that will require craftspeople from two unions. First step: **become signatory to the NMA** by going to www.nmapc.org and completing an online application.

Next, the contractor must **file a Site Extension Request (SER) for the project**. The SER lays out the basic details of the job: location, the scope of work, length of time needed to complete it, the number of craftspeople requested, etc.

Once completed, the request to become signatory and the SER is sent out to each international union that is being asked to perform the work. It's up to the international unions to either approve or deny the request in a timely manner.

If the unions approve the request, the contractor then remits an annual fee for each union. The contractor can then submit additional SERs at other locations for work with these unions under the NMA at virtually any location in the country for the balance of the calendar year **without having to pay any additional fees**. Need additional crafts? Simply repeat the process for the appropriate union!

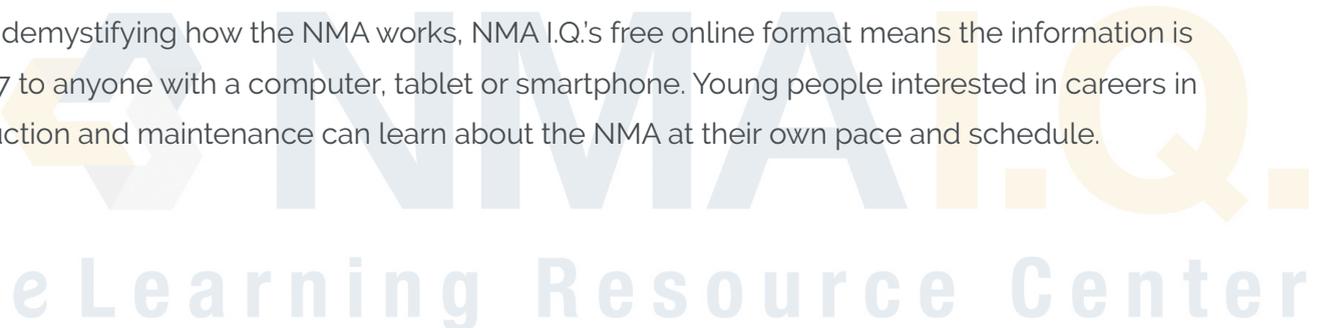
Visit the NMA I.Q. eLearning Resource Center at www.nmai.org and watch the detailed video tutorials "How to Become Signatory" and "How to Submit a Site Extension Request."

NMA I.Q. – A CONTRACTOR’S BEST FRIEND

Once you've mastered the basics of becoming signatory to the NMA and filing SERs, you'll want to brush up on the details. We've got you covered with NMA I.Q., an all-encompassing online training and education system available at www.nmai.org.

NMA I.Q. is the web-based resource for “all things NMA.” It's designed for newcomers and industry veterans alike, and equally useful to all members of the tripartite community - contractors, building trades unions and owner-clients. It offers easy-to-follow online tutorials and short videos on **virtually every aspect of the NMA**, from a “How does it work?” general overview to detailed instructions and explanations on more technical aspects of the Agreements. No prior experience with the NMA is required; just go to www.nmai.org and start exploring.

In addition to demystifying how the NMA works, NMA I.Q.'s free online format means the information is available 24/7 to anyone with a computer, tablet or smartphone. Young people interested in careers in union construction and maintenance can learn about the NMA at their own pace and schedule.

The logo features the text 'NMA I.Q.' in a large, light blue, sans-serif font. Below it, the words 'e Learning Resource Center' are written in a smaller, light blue, sans-serif font. The 'e' is lowercase and smaller than the other letters. The background is white.

ZERO INJURY SAFETY AWARDS®

Regardless of who you work for or what you do, in our industry, safety always comes first. Period. That's the NMAPC way – and there is no better example of our commitment than the Zero Injury Safety Awards® (ZISA®).

Created by the NMAPC in 2000 and inspired by the groundbreaking research into zero injury by safety pioneers like Emmitt Nelson, ZISA® is the premier safety recognition program in the union construction and maintenance industry.

Each award recognizes an alliance between owner-clients, signatory contractors and local and international unions who worked together in a tripartite fashion to achieve zero injuries on their projects. Every fall, the ZISA® Gala is held in Washington, D.C., where the winning teams are recognized and honored.

Since 2000, the ZISA® Program has recognized well north of 200 million injury-free work hours, and that total increases every year.

For more information, check out www.zisa.org.



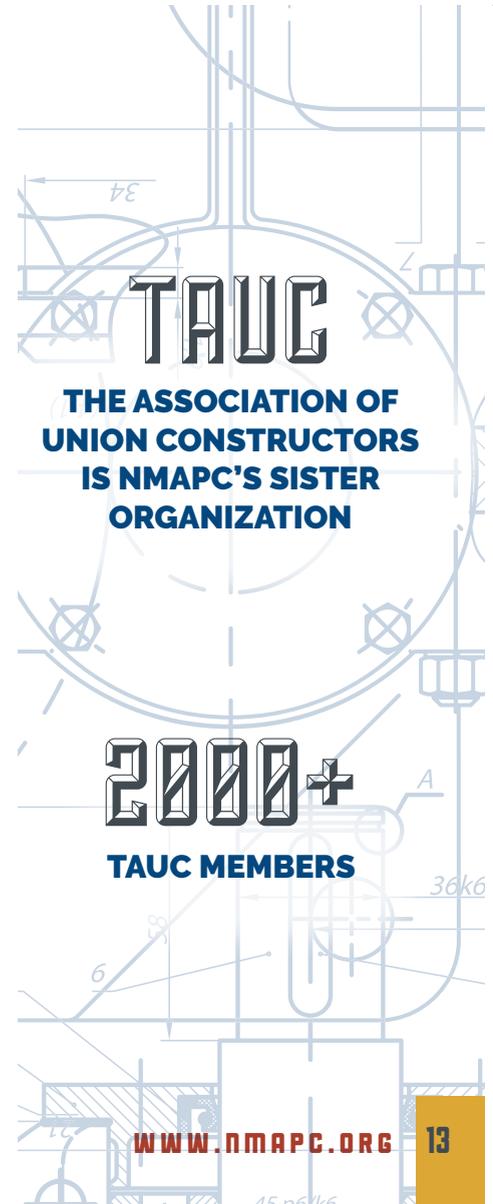
KEY STRATEGIC RELATIONSHIP

The NMAPC's sister organization, The Association of Union Constructors (TAUC), is the only multi-trade, all-union contractor association in the United States. Membership is comprised of more than 2,000 construction firms that utilize union labor for their construction and maintenance projects, as well as local contractor associations, vendors and service providers in the industrial maintenance and construction sector.

TAUC's goal is to demonstrate that union construction and maintenance is the best option because it's safer, more productive and provides a higher quality, cost-competitive product.

While TAUC and NMAPC are two separate entities, all NMA signatory contractors are also Regular Members of TAUC. NMA data and metrics, such as work hours, are shared with TAUC to ensure the association has its finger on the pulse of the industry and can adapt quickly to the needs of its members.

For more information, visit TAUC's website at www.tauc.org.



MEMBER

OUR STORY

**A LEGACY OF INNOVATION &
PARTNERSHIP**

THE INVISIBLE ENGINE

Electric utilities. Steel mills. Automotive assembly lines. Chemical and manufacturing plants.

No major superpower could survive without the basic services they provide; their innovations allow us to enjoy a standard of living that is the envy of the rest of the world. Each time you flip on a light switch or start your car, you have one of these businesses to thank for the privilege.

But have you ever wondered *why* these "backbone industries" are so successful? How do they continue to meet our ever-growing demands for quality and service? Leadership and planning have a lot to do with it, of course. Yet one of the most important factors in their success is often overlooked: the NMAPC and its crown jewel, the National Maintenance Agreements (NMA).

The NMAPC has played a huge (if largely hidden) role in the development and maintenance of our nation's industrial infrastructure. Since its inception in 1971, well over *two billion* work hours have been completed under the terms of the NMA, making it one of the most successful project labor agreements (PLA) in history.

However, despite its enormous impact, the NMAPC remains one of the industry's best-kept secrets, an invisible engine that keeps the country's economy growing, its industrial base running and its citizens working.

THIS IS OUR STORY.

1969

1971

**THE FIRST NATIONAL
MAINTENANCE
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BEGINNINGS

The first National Maintenance Agreement was signed in 1971, but our story begins a couple of years earlier, with the creation of the National Erectors Association (NEA) in 1969.

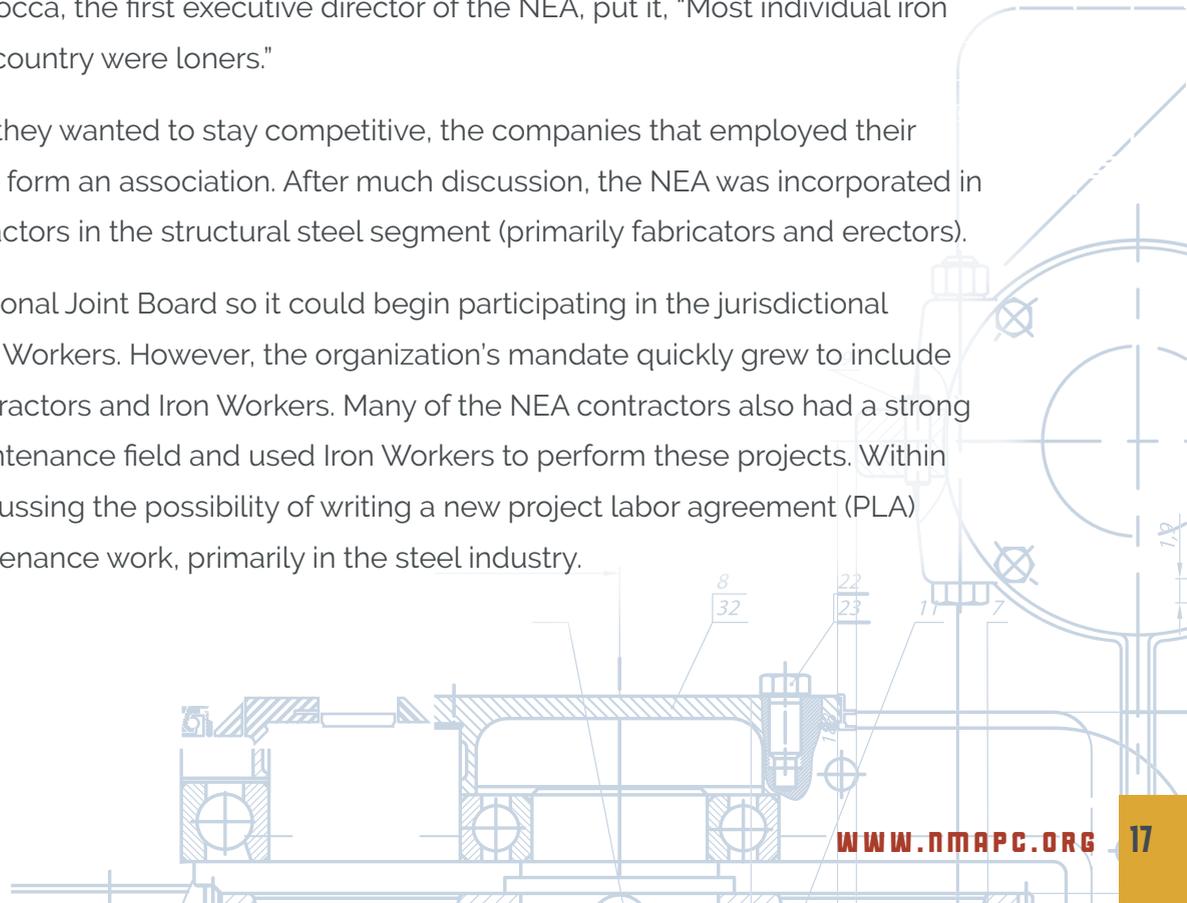
At that time, building trades unions were engaged in a fierce war over territory. Work that had traditionally belonged to the Iron Workers union was suddenly being “claimed” by competing unions. These jurisdictional disputes were heard by the National Joint Board, an arbitration panel.

Most unions worked hand-in-hand with counterpart employer associations made up of contractors that heavily employed members of a particular craft. When jurisdictional disputes arose, unions were able to join together with these associations and make a stronger case before the National Joint Board than if they were working alone – labor and management were united, and there's always strength in numbers.

There was just one problem: unlike its competitors, the Iron Workers didn't have a corresponding employer association. The union contractors they relied on for work were scattered around the U.S., disconnected. As Joseph La Rocca, the first executive director of the NEA, put it, "Most individual iron worker employers across the country were loners."

The Iron Workers knew that if they wanted to stay competitive, the companies that employed their workers were going to have to form an association. After much discussion, the NEA was incorporated in 1969, made up of union contractors in the structural steel segment (primarily fabricators and erectors).

The NEA signed on to the National Joint Board so it could begin participating in the jurisdictional disputes process with the Iron Workers. However, the organization's mandate quickly grew to include other areas of concern to contractors and Iron Workers. Many of the NEA contractors also had a strong presence in the industrial maintenance field and used Iron Workers to perform these projects. Within months, the group began discussing the possibility of writing a new project labor agreement (PLA) specifically for industrial maintenance work, primarily in the steel industry.



THE NEED FOR CHANGE

Why a new PLA? Because in addition to jurisdictional disputes over construction projects, NEA contractors and Iron Workers were also fighting a battle for territory on another front: maintenance.

In the early 1970s, the Steelworkers Union, which represented in-house workers at steel facilities across the U.S., attempted to rewrite a longstanding labor agreement. Their goal was to prevent steel producers from hiring outside contractors (many of whom were NEA members) to perform maintenance work. The strategy was obvious: by cutting out the contractors, the Steelworkers could take over the lucrative work.

This put the steel producers in a bind. Although they had traditionally used Iron Worker contractors for their maintenance needs, the building trade's wage and fringe packages were generally higher than the Steelworkers' in-house packages. On paper, at least, the argument could be made that eliminating the use of contractors would save money. In order to protect their traditional scope of work, the Iron Workers and the NEA needed a new argument, an incentive to convince the producers not to kick them out of the steel mills for good.



Thus, the idea of a new maintenance PLA was born. What if the NEA and Iron Workers created a brand-new agreement, one that was more attractive to steel producers than current versions? It would offer a predictable, streamlined process with pre-set rules for everything from overtime pay and holiday leave to potential job disruptions – and more importantly, eliminate the need for long, acrimonious negotiating sessions with the local union every time a new maintenance job came up. If done right, a new PLA might be enough to fight off the Steelworkers' jurisdictional grab and give steel producers an incentive to keep using Iron Worker contractors. Furthermore, a new maintenance PLA might open doors for NEA contractors in other industries as well, a welcome alternative to any company wary of signing a long-term agreement.

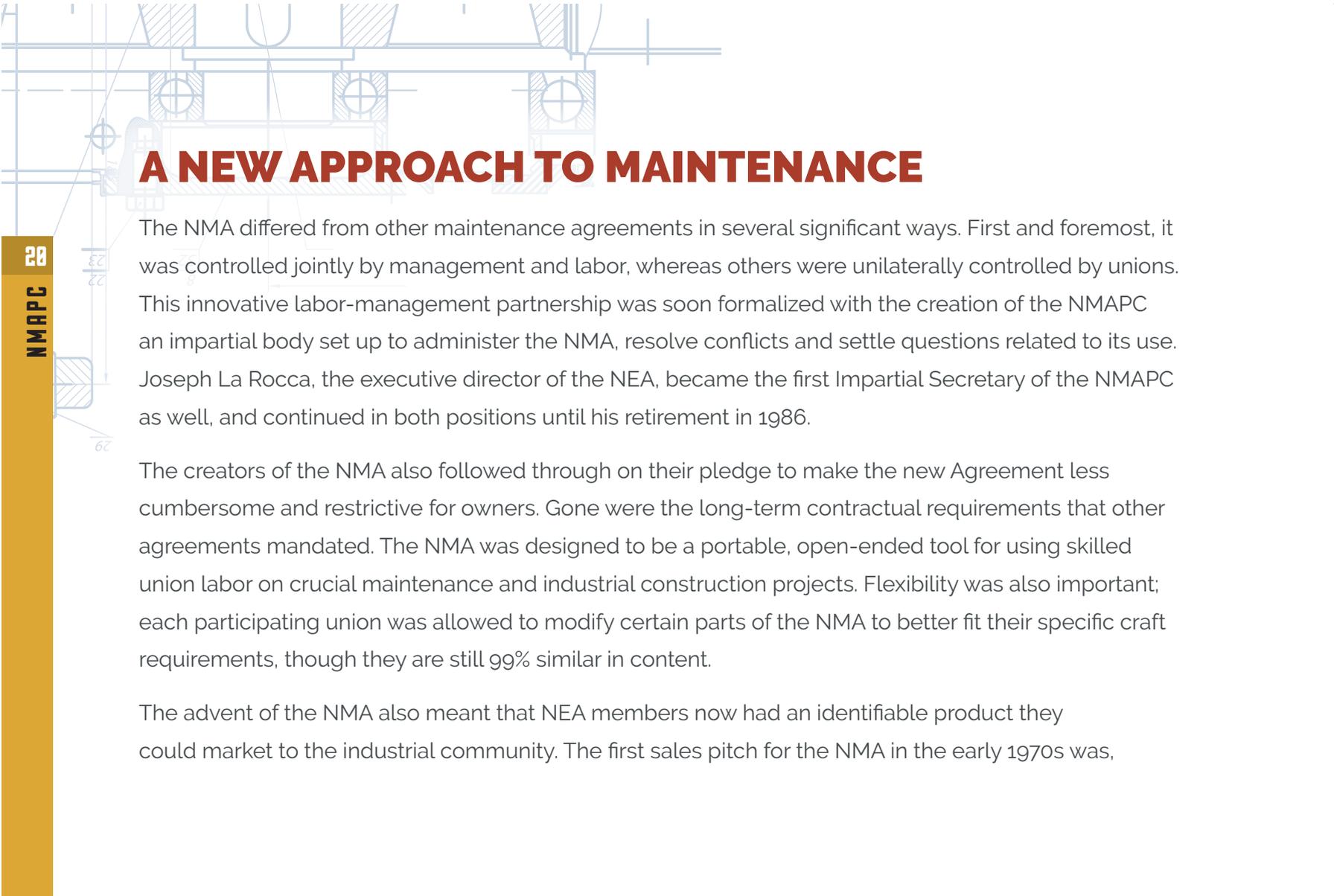
Discussions between the NEA and the Iron Workers began in early 1971, and by the end of May, the very first National Maintenance Agreement (NMA) had been signed between the NEA and the Iron Workers International Union.

**MAY
1971**

**THE VERY FIRST NATIONAL MAINTENANCE
AGREEMENT (NMA) WAS SIGNED BETWEEN THE NEA
AND THE IRON WORKERS INTERNATIONAL UNION.**



WWW.NMAPC.ORG

A technical drawing or blueprint background, showing various mechanical parts and dimensions. The drawing is in black lines on a light gray background. It includes various symbols, circles, and lines representing different components and their relationships. The drawing is partially obscured by the text and the orange bar on the left.

A NEW APPROACH TO MAINTENANCE

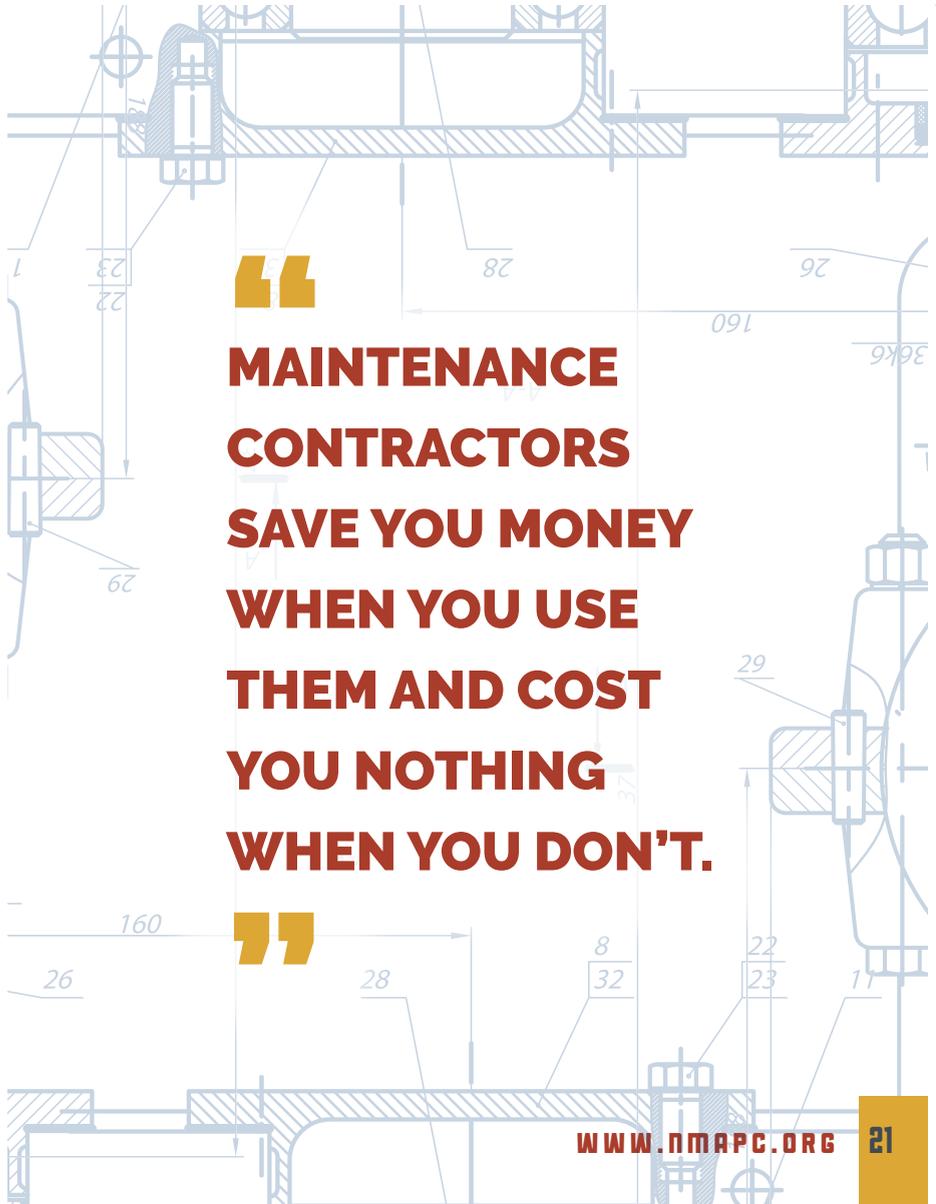
The NMA differed from other maintenance agreements in several significant ways. First and foremost, it was controlled jointly by management and labor, whereas others were unilaterally controlled by unions. This innovative labor-management partnership was soon formalized with the creation of the NMAPC an impartial body set up to administer the NMA, resolve conflicts and settle questions related to its use. Joseph La Rocca, the executive director of the NEA, became the first Impartial Secretary of the NMAPC as well, and continued in both positions until his retirement in 1986.

The creators of the NMA also followed through on their pledge to make the new Agreement less cumbersome and restrictive for owners. Gone were the long-term contractual requirements that other agreements mandated. The NMA was designed to be a portable, open-ended tool for using skilled union labor on crucial maintenance and industrial construction projects. Flexibility was also important; each participating union was allowed to modify certain parts of the NMA to better fit their specific craft requirements, though they are still 99% similar in content.

The advent of the NMA also meant that NEA members now had an identifiable product they could market to the industrial community. The first sales pitch for the NMA in the early 1970s was,

"Maintenance contractors save you money when you use them and cost you nothing when you don't." Because the NMA was so easy to use, contractors could, for the first time, present themselves as a credible and cost-saving alternative to the full-time maintenance crews employed by plants. This would turn out to be a winning formula, and as the first union that signed on to the Agreement, the Iron Workers reaped the initial benefits.

But before long it became clear that the NMA would have a positive impact for *all* of the building trades. With its structural foundation in place, the NMA was ready to expand.



“
**MAINTENANCE
CONTRACTORS
SAVE YOU MONEY
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WHEN YOU DON'T.**
”

A technical drawing or blueprint background, showing various mechanical parts and structures in a light blue color. The drawing includes lines, circles, and rectangular shapes, typical of an engineering or architectural plan. The text is overlaid on this background.

EXPANSION

Although the NMA was born out of a mutual concern between Iron Workers and their contractors, it was by no means an exclusive club; the Agreement could be adopted by any building trades union and any contractor who utilized union labor. After all, Iron Workers weren't the only ones performing industrial maintenance and repair!

In November 1971, just a few months after the Iron Workers signed on, the Boilermakers came on board too. The following year saw five more trades adopt the NMA: the Carpenters, Operating Engineers, Laborers, Painters and the United Association (plumbers and pipefitters). Over the next three years, the Bricklayers, Cement Masons, Teamsters, Sheet Metal Workers and Insulators unions all signed the NMA too. It would take a few more years to convince the remaining two building trades, but eventually the Roofers and the Electrical Workers joined in the 1980s.

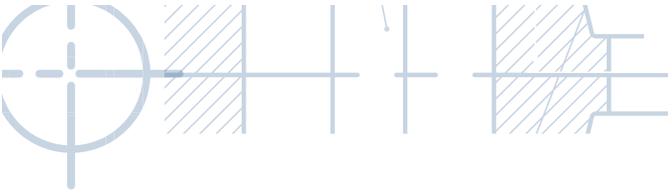
The building trades' overwhelming support of the NMA gave contractors a huge momentum boost. Throughout the early 1970s, their goal was simple: get out the message, take the show on the road and convince as many owners as possible to begin using the NMA.

MOMENTUM

The rapid success of the NMA did not go unnoticed. In 1973, the NMAPC met with the Detroit User's Council, an influential business group made up of the major auto manufacturers and other area businesses. It was a huge test, and the NMA passed with flying colors. The NMAPC made an impassioned case for using the Agreements in Detroit's large manufacturing plants. The meeting was so successful, in fact, that within six weeks, work began on two major projects in the Detroit area...both under the terms of the NMA.

The next year, the NMAPC was invited to give a presentation before the prestigious National Business Roundtable in New York City. This proved to be one in a series of watershed moments for the Agreement in the 1970s. The exposure the NMAPC received from the event led to a cascade of invitations from local and regional business associations around the country. Everyone, it seemed, wanted to hear more about this upstart new maintenance agreement.

The success of the NMA in the early days was measured in several ways, but the most important metric was the number of work hours completed under the terms of the agreements. In 1973, a little more than two years after its creation, more than 7 million hours were worked under the NMA. The annual total jumped to over 10 million soon after and continued to skyrocket, topping out at more than 50 million in 1979 before the full impact of the recession hit and union contracting work entered a sharp but temporary decline.



GROWING PAINS

The unprecedented growth of the NMA, while gratifying, came with one major negative side effect: by the late 1970s, the Agreement was being adopted by so many contractors and local unions that the staff was overwhelmed trying to keep up with the paperwork. Administrative costs were going through the roof – and the NMA was essentially free to use! If something wasn't done relatively soon, contractors wondered if the Agreement would become a victim of its own success.

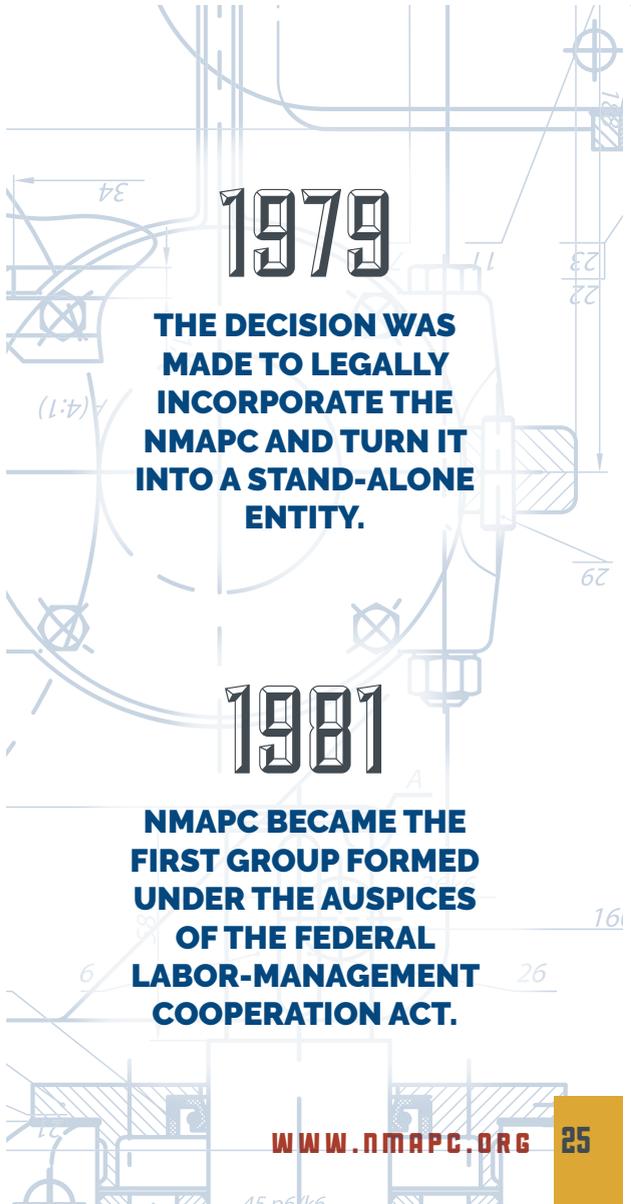
Unions were also uneasy about the influence of the contractor-focused NEA on the Agreement. Contractors, meanwhile, were skittish about the possibility that the unions might decide to withdraw from the NMA altogether and demand to use agreements under their control. As influential as the NMA had become, its future appeared to be precarious.

Finally, in 1979, the decision was made to legally incorporate the NMAPC and turn it into a stand-alone entity. To ensure its independence, a flat-rate fee structure was also eventually created, in contrast to the cents-per-hour charges typically associated with other agreements. This eliminated guesswork and allowed contractors to better estimate their budgets and bids. In other words, you only paid for the NMA when you needed it. The money generated by the fees would be used to cover the organization's

administrative costs and fund marketing and promotional efforts.

Incorporating the NMAPC also gave it certain legal protections, thus providing enhanced structure and stability through the appointment of a board of directors. Most importantly, though, the move meant that the NMAPC's impartiality would be preserved, and the unique tripartite structure and joint labor-management oversight of the Agreements would continue as well; everyone could count on a level playing field.

Incorporation was a lengthy process. The final documents were signed in October 1981, ten years after the first NMA was signed. The NMAPC also had the honor of being the first group within the construction industry to be formed under the auspices of the Labor-Management Cooperation Act of 1978, a federal law designed to improve cooperation between unions and employers.

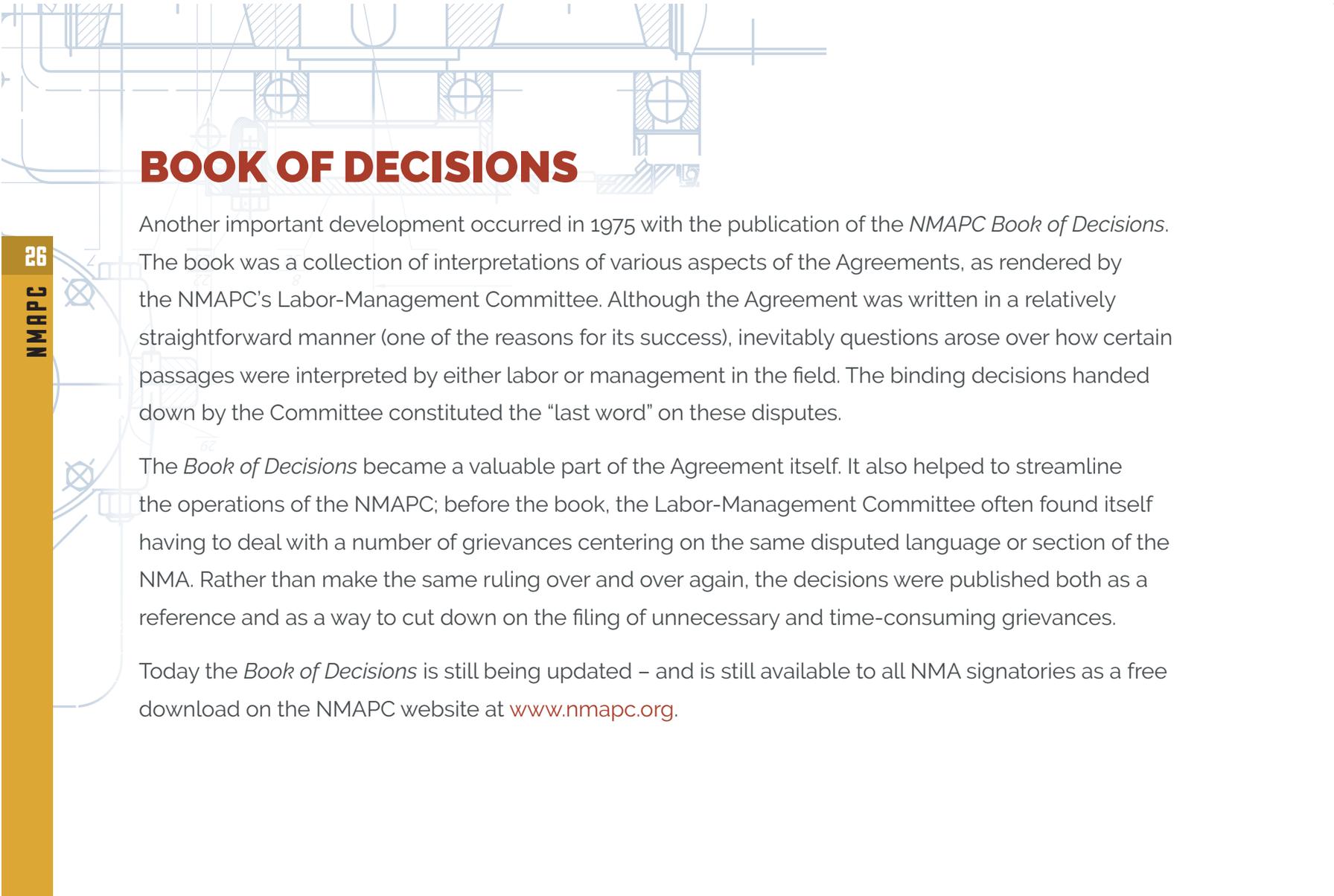


1979

**THE DECISION WAS
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1981

**NMAPC BECAME THE
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A technical drawing or blueprint background, showing various mechanical parts and lines in a light blue color. The drawing includes circular components, rectangular blocks, and various lines representing dimensions and assembly details. The overall style is that of a traditional engineering drawing.

BOOK OF DECISIONS

Another important development occurred in 1975 with the publication of the *NMAPC Book of Decisions*. The book was a collection of interpretations of various aspects of the Agreements, as rendered by the NMAPC's Labor-Management Committee. Although the Agreement was written in a relatively straightforward manner (one of the reasons for its success), inevitably questions arose over how certain passages were interpreted by either labor or management in the field. The binding decisions handed down by the Committee constituted the "last word" on these disputes.

The *Book of Decisions* became a valuable part of the Agreement itself. It also helped to streamline the operations of the NMAPC; before the book, the Labor-Management Committee often found itself having to deal with a number of grievances centering on the same disputed language or section of the NMA. Rather than make the same ruling over and over again, the decisions were published both as a reference and as a way to cut down on the filing of unnecessary and time-consuming grievances.

Today the *Book of Decisions* is still being updated – and is still available to all NMA signatories as a free download on the NMAPC website at www.nmapc.org.

ROUGH WATERS

The early 1980s was a time of testing and change. The country was still in the middle of a crippling recession. In 1982 total NMA work hours dipped below 30 million for the first time in six years. In 1983, more than 5,000 contractors in various industry sectors went out of business. However, despite the dire economic conditions, the general trend line was still positive, and work done under the NMA continued to grow. In 1988 work hours topped 50 million for the first time since 1978, and they would stay above that level for the next 16 years.

In 1985 the NMA had to face an even tougher challenge than the economy: an attempt by the Building and Construction Trades Department of the AFL-CIO to merge the NMA with their existing General Presidents Maintenance Agreement and create a single agreement for the industry. Despite the fact that the NMAPC had been incorporated several years earlier, the Building Trades nevertheless wanted to administer and control the NMA.

The general presidents of all 13 NMA-signatory building trades unions were asked to make a choice – and it wasn't even close. Ten of the 13 unions came out in support of the NMA. They argued that the NMA and GPMA had existed side-by-side for 15 years and there was no need to change things now. As a result, the NMAPC remained an independent body under the joint control of labor and management.

END OF AN ERA

Another major change occurred in 1986 when Joe La Rocca, who had been heading up both the NEA and the NMAPC since their inception, announced his retirement. It was truly the end of an era. The phrase “he did the job single-handedly” is frequently used as a compliment, but in La Rocca's case, it had the added benefit of actually being true.

For many years La Rocca worked with a shoestring staff to keep both organizations running efficiently. When he took over the reins as the NEA's executive vice president in 1970, the organization had just \$11,000 in the bank and a debt of more than \$50,000 – plus he had the arduous task of uniting a fractured group of contractors who had never before belonged to a trade association and were content to continue acting as “lone wolves.”

Through his tireless efforts, La Rocca not only turned around the fortunes of the NEA, but also helped spearhead the creation of the NMA and, perhaps most importantly, changed the very culture of the steel erection and industrial maintenance industries. When he left in 1986, the NMA had been responsible for more than \$85 billion worth of work and more than 500 million cumulative work hours.

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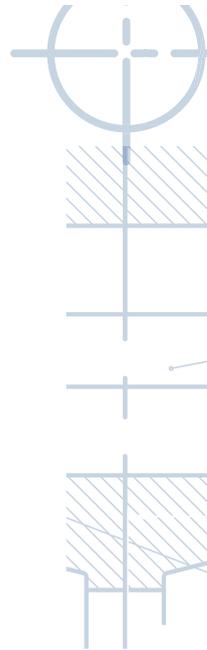
1986 JOE LA ROCCA
LEADER OF THE NEA AND THE NMAPC RETIRED

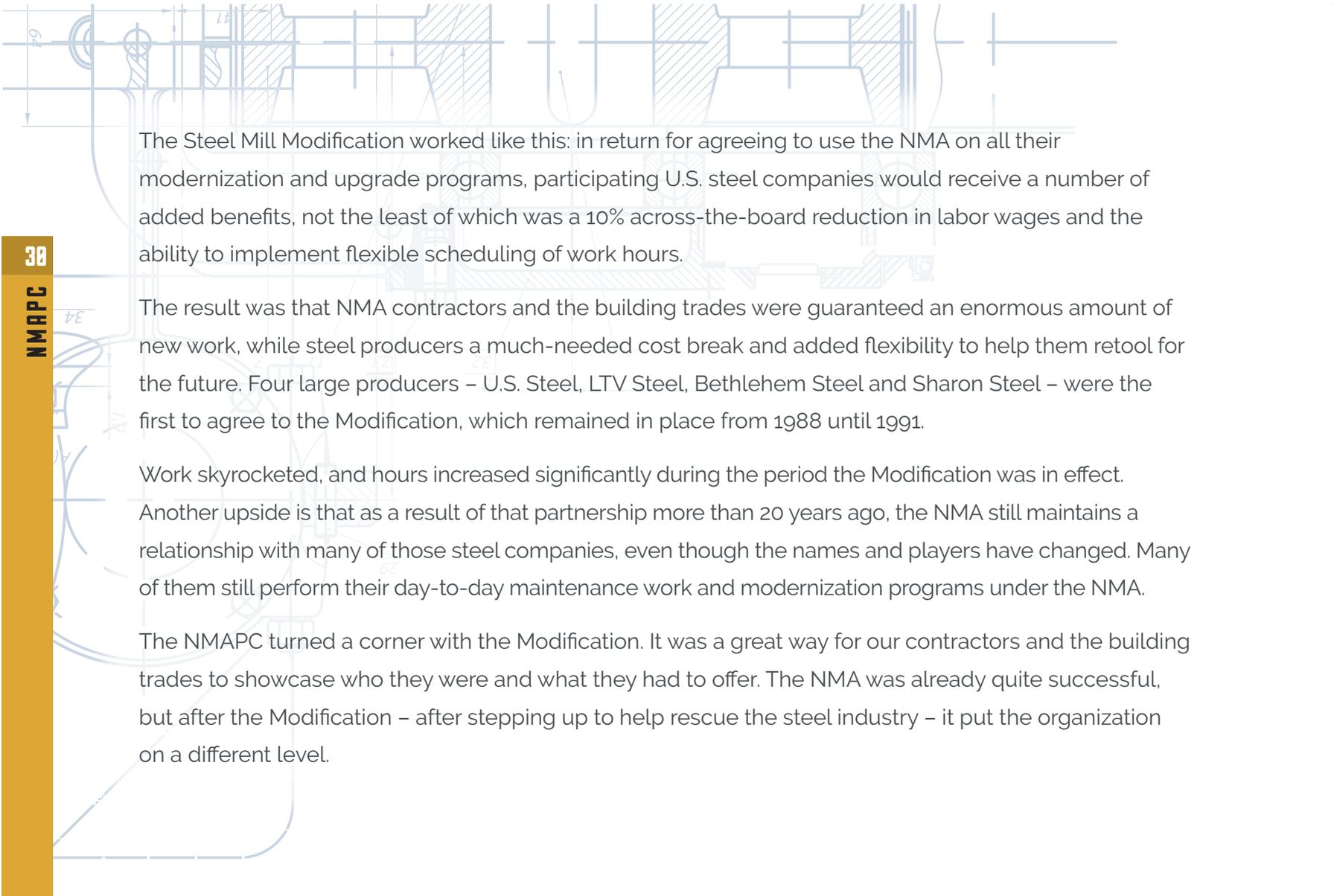
STEELING FOR CHANGE

The 1980s was a particularly rough period for the U.S. steel industry. Once-dominant American companies were now facing fierce competition from overseas markets, and to make matters worse, much of their equipment was outdated. Ironically, by 1984, steel companies that had once provided millions of hours of work under the NMA now ranked last among work-hour producers. In order to stay competitive, a massive upgrade and modernization program for the U.S. steel industry was needed.

The NMAPC sprang into action in the mid-1980s by embarking on a major project that came to be known simply as the Steel Mill Modification. The goal was simple: help U.S. steel companies modernize their facilities and regain their competitiveness in the world steel markets.

U.S. steel companies were being challenged on the quality of their products. They were individually embarking on major capital investments in their plants and equipment to try and gain the market share they had lost. The NMAPC took a look at what was going on and said, "Why don't we as an organization come up with a program that would not only help the steel industry achieve its goals and thrive in the future, but also provide work opportunities for our building trades crafts and contractors?"





The Steel Mill Modification worked like this: in return for agreeing to use the NMA on all their modernization and upgrade programs, participating U.S. steel companies would receive a number of added benefits, not the least of which was a 10% across-the-board reduction in labor wages and the ability to implement flexible scheduling of work hours.

The result was that NMA contractors and the building trades were guaranteed an enormous amount of new work, while steel producers a much-needed cost break and added flexibility to help them retool for the future. Four large producers – U.S. Steel, LTV Steel, Bethlehem Steel and Sharon Steel – were the first to agree to the Modification, which remained in place from 1988 until 1991.

Work skyrocketed, and hours increased significantly during the period the Modification was in effect. Another upside is that as a result of that partnership more than 20 years ago, the NMA still maintains a relationship with many of those steel companies, even though the names and players have changed. Many of them still perform their day-to-day maintenance work and modernization programs under the NMA.

The NMAPC turned a corner with the Modification. It was a great way for our contractors and the building trades to showcase who they were and what they had to offer. The NMA was already quite successful, but after the Modification – after stepping up to help rescue the steel industry – it put the organization on a different level.

EVOLUTION

Buoyed by the Steel Mill Modification and a slowly rebounding economy, NMA work hours began to creep upwards during the 1990s, eventually breaking the 70 million mark for the first time in the latter years of the decade. In 1993 a true milestone was reached when it was announced that *one billion* cumulative work hours had been completed under the NMA, representing over \$158 billion worth of total work.

The signature achievement of the NMAPC in the 1990s was the first major revision of the master NMA, a task that took several years and was finally completed in 1996. The Agreement was more than 20 years old, and the industry had changed a great deal; we were again in "growing pains" mode. Both management and labor had been using the NMA for a long time, and it was inevitable that changes needed to be made in order to ensure it remained viable and relevant as we approached the beginning of a new century.

One of the most important revisions dealt with work stoppages, which unfortunately were becoming more prevalent. The drawbacks were obvious – a local union could singlehandedly bring a multi-million dollar project to a halt, enraging the owner. Contractors pressed for strong language in the Agreement regarding these disruptions, and their voice was heard: the revised NMA expressly forbid work stoppages of any kind – strikes, picketing and slowdowns. Any employee who participated in or encouraged such activities would now be subject to disciplinary action, up to and including termination of employment. Moreover, local unions, and even contractors, who were found in violation of these provisions could be subject to significant financial penalties.

For their part, the unions asked for, and received, another major revision establishing a clear-cut internal process for handling jurisdictional (or “work assignment”) disputes. This was extremely important, because if unions working under the NMA clashed over which one had the right to perform a certain piece of work, there was no real mechanism in place to adjudicate it.

The NMAPC created a “quick response” process for resolving work assignment disputes under the NMA through the use of an impartial umpire, usually a lawyer or other expert in labor relations. The umpire convenes a hearing with representatives of the unions and the contractor and then makes a final binding decision over the disputed work. Under the terms of the NMA, both sides are required to abide by the umpire's arbitration decision.

The other major revision adopted by the NMAPC in 1996 was the approval of a formal addendum process that, for the first time, allowed the committee to create modifications to the agreement for *specific projects or sites* based on the particular needs of a contractor or owner. An employer now had the option of asking for special permission to alter the agreed-upon work schedule as laid out in the NMA in order to meet a tight deadline – for instance, implementing a “4-10” schedule with Friday as a straight-time make-up day. This meant the NMA was now more flexible than ever before, and employers and unions could use the Agreement under circumstances that would have been “deal breakers” prior to the change. The end result: more flexibility; more union jobs worked under the NMA.

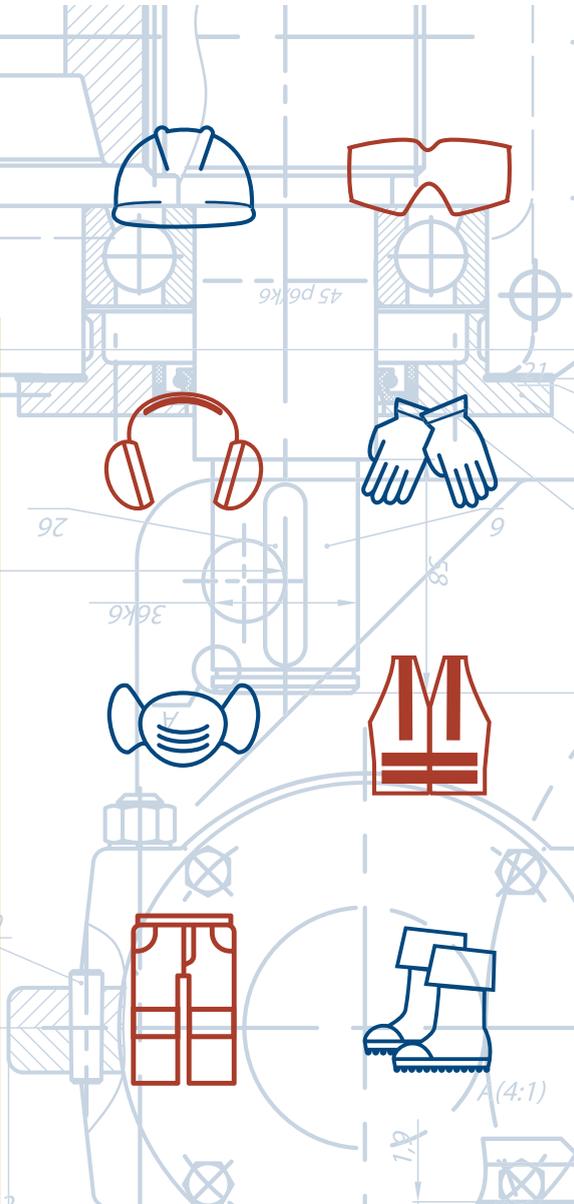
THE ROAD TO ZERO

In 2000, our commitment to workplace safety rocketed to new levels with the creation of the Zero Injury Safety Awards®, or ZISA® (See Page 12). Since then, ZISA® has become synonymous with the highest achievement in industrial safety. NMA contractors, owners and union workers have consistently achieved safety records that were once considered to be nothing more than a pipe dream: zero recordable injuries on some of the largest and most complex industrial construction and maintenance projects in the country.

“In the past, most people dealt with safety with their own customized approaches,” recalled Emmitt Nelson, the veteran safety consultant who pioneered the use of the zero injury concept. “We would basically demand that workers be safe without regard to the interpersonal relationships that build cultures and help people honor and respect one another. Our attitude was, ‘You work safe or you’re going to be fired, and if you get injured, that’s your fault.’”

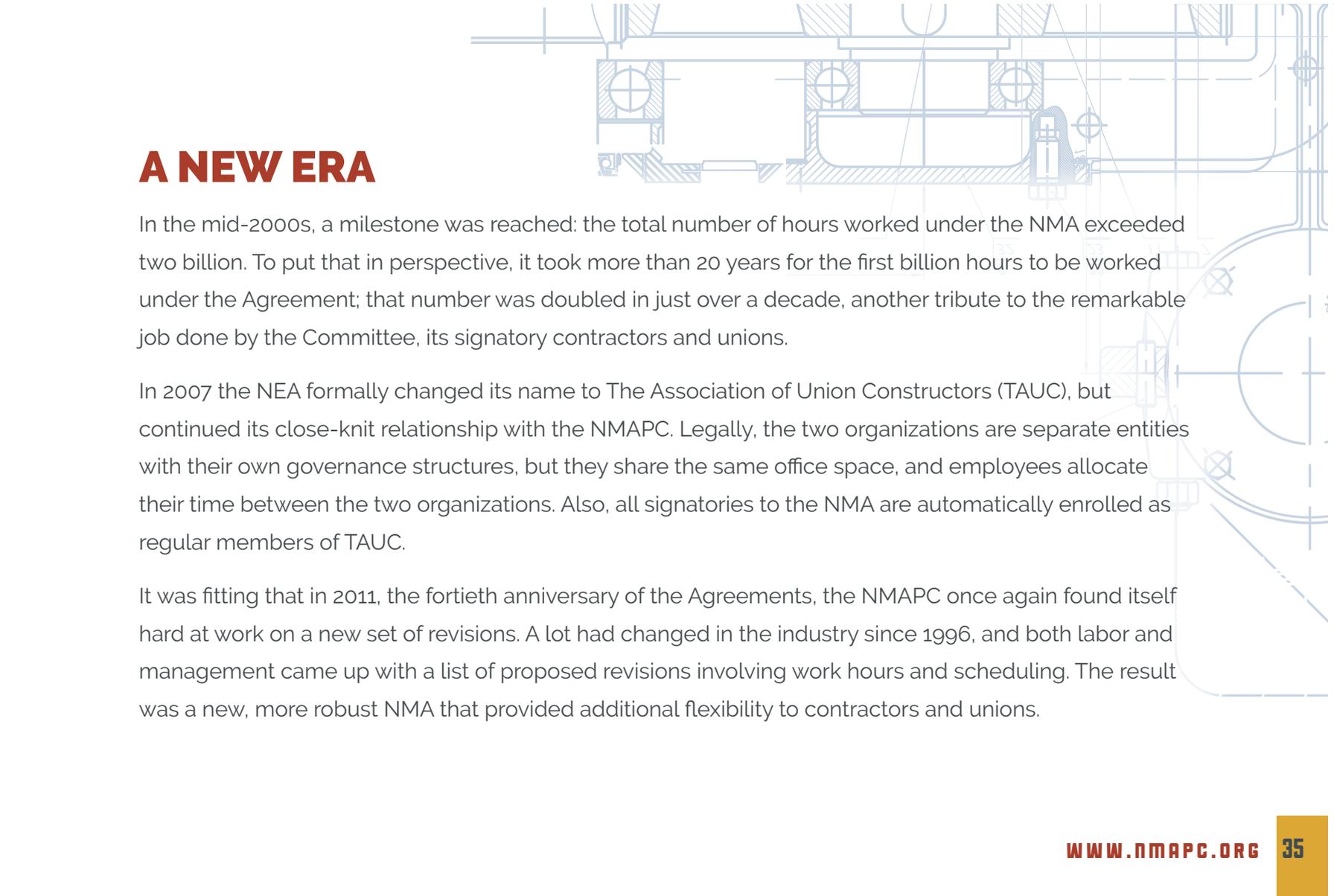


**ZISA® HAS
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IN INDUSTRIAL
SAFETY.**



Things started to change when owners began to realize the true cost of contractor safety nonperformance. Companies that in the past had taken a hands-off approach to safety now began to get more involved, realizing that the potential cost savings outweighed the risk of getting involved in tricky labor disputes. Leaders in the industrial construction and maintenance fields began studying the methods of certain companies that managed, seemingly against all odds, to consistently complete large projects without a single employee injury.

Finally, in 1999, the NMAPC decided to start recognizing industrial projects that were completed with zero injuries as a way to emphasize the quality of union construction. Nelson, in conjunction with the NMAPC Safety and Health Subcommittee, drew up the guidelines for safety recognition. Soon thereafter, the Zero Injury Safety Awards® were born.

A faint, light blue technical drawing or blueprint is visible in the background of the page. It features various lines, circles, and cross-sections, typical of engineering or architectural plans. The drawing is centered and extends across the width of the page, with some elements appearing to be part of a larger assembly or structure.

A NEW ERA

In the mid-2000s, a milestone was reached: the total number of hours worked under the NMA exceeded two billion. To put that in perspective, it took more than 20 years for the first billion hours to be worked under the Agreement; that number was doubled in just over a decade, another tribute to the remarkable job done by the Committee, its signatory contractors and unions.

In 2007 the NEA formally changed its name to The Association of Union Constructors (TAUC), but continued its close-knit relationship with the NMAPC. Legally, the two organizations are separate entities with their own governance structures, but they share the same office space, and employees allocate their time between the two organizations. Also, all signatories to the NMA are automatically enrolled as regular members of TAUC.

It was fitting that in 2011, the fortieth anniversary of the Agreements, the NMAPC once again found itself hard at work on a new set of revisions. A lot had changed in the industry since 1996, and both labor and management came up with a list of proposed revisions involving work hours and scheduling. The result was a new, more robust NMA that provided additional flexibility to contractors and unions.

THE JOURNEY NEVER ENDS

The NMAPC hit the ground running in the 21st century – and we've never looked back.

The NMA became the first project labor agreement in the country to launch a comprehensive business-to-business website for its users. It was a quantum leap forward for our signatory contractors and the industry as a whole. Today the NMA has a digital footprint that rivals any other construction PLA. Virtually everything can be done online, from requesting signatory status and filing SERs to reporting work hours and paying fees.

Will we rest on our laurels? Not likely. We realize that what is cutting-edge today will be woefully inadequate in a few years (or less). We are constantly investing in new technology and looking for ways to improve the master Agreement. Our goal is to stay flexible and keep the NMA nimble and relevant. And in doing so, we will continue to **build a partnership of safety, productivity, quality and strength.**

The background of the bottom half of the page features a light blue architectural drawing of a mechanical or structural assembly. It includes various lines, circles, and dimension lines with numerical values such as 7, 11, 23, 22, 8, 32, 28, 160, 26, 6, 18, 45, and 27. The drawing is partially obscured by the text overlay.

WILL WE REST ON OUR LAURELS?

NOT LIKELY

GET IN TOUCH WITH US

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If you have any questions about the NMAPC or NMA, or would like to speak with one of our labor relations experts, reach out – we want to hear from you!

WEBSITE: www.nmapc.org

TWITTER: @theNMAPC

FACEBOOK:
<https://www.facebook.com/NMAPC/>

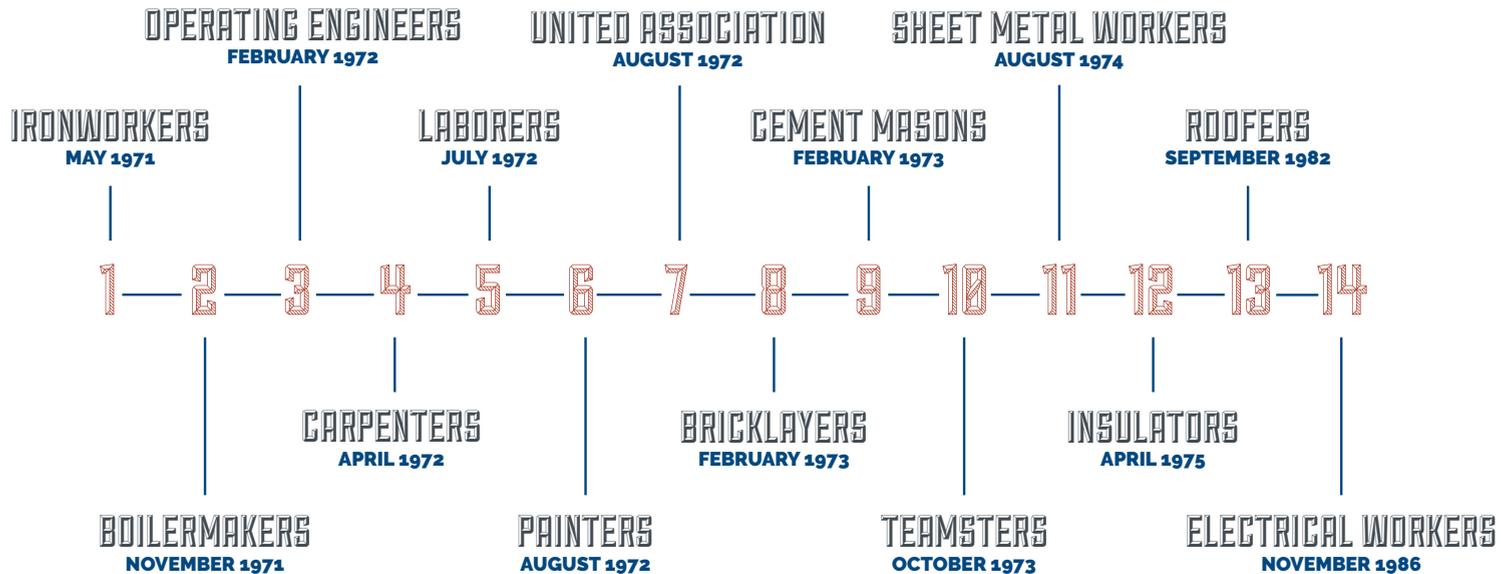
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TIMELINE: UNIONS' ADOPTION OF THE NMA



The background is a light blue technical drawing of a mechanical assembly, showing various components, dimensions, and cross-sections. The drawing includes lines, circles, and text labels such as '34', '1.8', 'A(4:1)', '26', '28', '32', '23', '11', '7', '6', '36k6', '45 p6/k6', and 'A(4)'.

BUILDING A PARTNERSHIP OF SAFETY, PRODUCTIVITY, QUALITY AND STRENGTH

