NCMA

National Construction and Maintenance Agreement

Book of Decisions

NABTU North America's Building Trades Unions

THE ASSOCIATION of UNION CONSTRUCTORS

Built with the strength of North America's Building Trades Unions in partnership with The Association of Union Constructors

NCMA
National Construction and Maintenance Agreement

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NCMAPC BOOK OF DECISIONS

Article I – Recognition

Bulletin Number	*Date*	*Description*
I - 1	(10-28-26)	*Pre-Job Conference Verification Form*
I - 2	(10-28-26)	*Vertical Agreements*

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
Arlington, Virginia 22203
Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. I – 1 * National Construction and Maintenance Agreement

Subject: Article I – Recognition

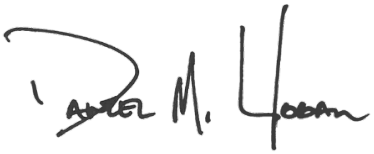
Pre-Job Conference Verification Form

The Committee was requested to develop a standard pre-job conference verification document.

Conclusion

The Committee determined the attached Pre-Job Conference Verification Form may be utilized to assist Employers, Unions and Owners, with documenting that the required pre-job conference was held. This document may be obtained on the National Construction and Maintenance Agreement website at www.ncmapc.org. The Committee recommends that the Employer completing the Pre-Job Conference Verification Form attach a sign-in sheet documenting the names of the participants at the pre-job conference to the Pre-Job Conference Verification Form.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 10-26-11
NMAPC Meeting of 4-19-12

NCMA
National Construction and Maintenance Agreement

Pre-Job Conference Form

The Employer is required to conduct a pre-job conference, including craft work assignments, for each project performed under the National Construction and Maintenance Agreement (NCMA). Written craft work assignments will be distributed to the appropriate Unions, not to exceed ten (10) working days after the pre-job conference. Pre-job conferences may be performed via teleconference. It is the responsibility of the Employer to notify the appropriate North America's Building Trades Unions (NABTU) Building Trades Council having jurisdiction, as well as all International Unions, of the time and place of the pre-job conference. Pre-job conference outlines can be obtained from the NCMA Administrative Office or any participating International Union. Failure to comply is a violation of this Agreement. Failure to hold a pre-job conference is a grievable offense and shall result in penalties starting at $1,500, payable to a designated NCMA Fund.

This form has been developed to assist with the dissemination of information between contractors and crafts during pre-job conferences as required by the NCMA. Please complete this form during your pre-job conference and distribute to all appropriate parties.

Date of Pre-Job Conference: _____ Site Extension No. _____

Location of Pre-Job Conference: _____

Owner Name: _____

Site Name: _____

Project Name: _____

☐ Yellow Card Site ☐ Yellow Card Project ☐ Non-Yellow Card

Project Address: _____ Local BCTC: _____

_____ Start Date: _____

_____ End Date: _____

Type of Work (circle one): Maintenance OR New Construction

Contractor Name: _____ Ph: _____

Address: _____ Email: _____

_____

Point of Contact: _____ Alternate: _____

_____ _____

Signature of Contractor Representative Date

_____ _____

Signature of Building Trades Representative Date

Or

Signature of Craft Representative

(Attach Sign-In Sheet of All Participants)

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
Arlington, Virginia 22203
Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. I – 2 * National Construction and Maintenance Agreement

Subject: Article I – Recognition

Vertical Agreements

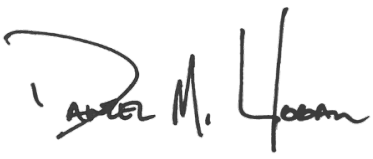
The Committee was requested to develop a formal policy relative to the application of vertical agreements.

Conclusion

The Committee reaffirmed its longstanding position that the National Construction and Maintenance Agreement (NCMA) Program is in opposition to the utilization of vertical agreements. The committee further instructs contractors signatory to the NCMA to **cease and avoid** using vertical agreements, and from any participating International Union from approving such agreements on sites that the NCMA is extended and being utilized.

Failure to heed this policy will be considered a breach of the spirit and intent of the NCMA and consequently violating parties risk the cancellation of the Agreement. In addition, those Owners/Clients who endorse the application and utilization of the NCMA Program at their sites should be sensitive to the fact that the use of contractors performing work on a "vertical basis" to the detriment of other participating crafts is contrary to the intent of the NCMA "Yellow Card" language and could jeopardize the future application of the Agreement at a particular site.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 10-25-12

NCMA
National Construction and Maintenance Agreement

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NCMAPC BOOK OF DECISIONS

Article II – Union Security and Dues Check-Off

Currently no policy decisions under this article

NCMA
National Construction and Maintenance Agreement

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NCMAPC BOOK OF DECISIONS

Article III – Nondiscrimination

Currently no policy decisions under this article

NCMA
National Construction and Maintenance Agreement

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NCMAPC BOOK OF DECISIONS

Article IV – Scope of Work

Bulletin Number	*Date*	*Description*
IV - 1	(10-28-26)	*Operation of Customer's Elevator*
IV - 2	(10-28-26)	*Commingling/Intermingling*
IV - 3	(10-28-26)	*Use of Specialty Contractors*
IV - 4	(10-28-26)	*Work Scope Submission Process for Application of the National Construction and Maintenance Agreement*
IV - 5	(10-28-26)	*Work Scope Dispute Process for the National Construction and Maintenance Agreement*
IV - 6	(10-28-26)	*Transition from New Construction to Maintenance Terms*
IV - 7	(10-28-26)	*"As is where is" Application to National Construction and Maintenance Agreement*

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
Arlington, Virginia 22203
Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. IV – 1 * National Construction and Maintenance Agreement

Subject: Article IV – Scope of Work

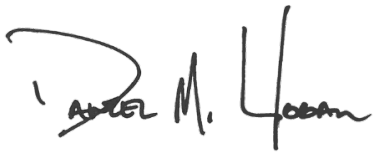
Operation of Customer's Elevator

The Committee was requested to review the issue of operating the Customer's elevator.

Conclusion

The Committee concluded, consistent with Article IV of the National Construction and Maintenance Agreement (NCMA), that when the Owner/Customer's employee is not operating the in-plant elevator, and work is being performed under the terms of the NCMA and the use of the elevator is required, traditional assignments should be adhered to. This decision shall not, however, be construed as requiring stand-by personnel.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 9-8-89
NMAPC Meeting of 6-18-75

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
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Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. IV – 2 * National Construction and Maintenance Agreement

Subject: Article IV – Scope of Work

Commingling/Intermingling

The Committee has been requested to provide a clarification on the issue of commingling/intermingling of building trades crafts with in-plant employees of the Owner, as it relates to Article IV, Section 4, of the National Construction and Maintenance Agreement (NCMA).

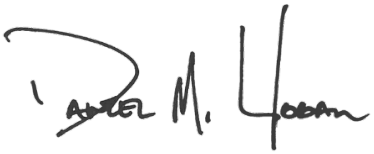
Conclusion

The original intent of Article IV, Section 4 of the NCMA was to minimize the contact between building trades crafts and those in-plant employees not represented by any collective bargaining relationship. Over the years, the Committee came to realize that such contact was not always unavoidable. Thus, the lines of demarcation, as to what was acceptable and what was not, became more obscure.

In an effort to provide a practical guideline for NCMA participants, the Committee reviewed a number of incidents and determined that the intent of Article IV, Section 4 of the NCMA is to prevent the signatory Employer from initiating commingling/intermingling on work or tasks that have been assigned to the Employer by the Owner. Thus, the utilization of in-plant employees should not be requested or initiated by the signatory Employer. The Owner, on the other hand, is not prevented from utilizing in-plant employees to perform work not assigned to the signatory Employers and in fact may be contractually required to do so. However, the Employer shall not employ, train or instruct in-plant employees to perform work traditionally performed by building trades crafts.

Participants need to be aware that the NCMA Program is based on a system of tripartite governance and cooperation with Owners, Employers and building trades craft workers sharing equally in the responsibilities and rewards generated by the NCMA Program.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 10-26-11
NMAPC Meeting of 8-26-99

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
Arlington, Virginia 22203
Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. IV – 3 * National Construction and Maintenance Agreement

Subject: Article IV – Scope of Work

Use of Specialty Contractors

The Committee has been requested to provide a clarification on the use of "specialty contractors", as it relates to Article IV, Section 3 of the National Construction and Maintenance Agreement (NCMA).

Conclusion

The Committee recognizes that in certain instances there may be the need for an Owner or Employer to subcontract work to a "specialty contractor", an Employer with a skill set or knowledge to address a particular scope of work, not present in signatory Employer. The Committee also recognized, however, that in some cases work thought to be of a "specialty" nature can, and has been, performed by Employers signatory to the NCMA. Therefore, the following guidelines shall be used when contemplating the use of a "specialty contractor":

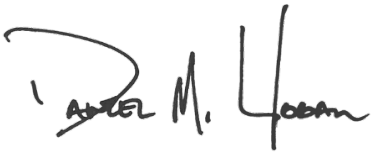
1. The Owner/Employer shall contact the National Construction and Maintenance Agreement Policy Committee (NCMAPC) Administrative Office and the local Building Trades Council to solicit names of qualified Employers that perform the work in question from the participating International Unions.

2. All qualified Employers, signatory to the NCMA, shall be given the opportunity to bid the work in question.

3. Neither the NCMAPC Administrative Office nor the local Building Trades Council is under any obligation to supply the Owner/Employer with a pre-specified number of qualified Employers from which to solicit bids.

4. If the local Building Trades Council is unable to provide the Owner/Employer with names of qualified Employers, the Owner/Employer may assign the work to an Employer of its choice.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 1-17-22
NMAPC Meeting of 1-21-13
NMAPC Meeting of 6-17-11
NMAPC Meeting of 11-17-03

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
Arlington, Virginia 22203
Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. IV – 4 * National Construction and Maintenance Agreement

Subject: Article IV – Scope of Work

Work Scope Submission Process for Application of the National Construction and Maintenance Agreement

The Committee sought to outline the process by which Employers, Owners, or Construction Managers may submit a scope of work (project description) to the National Construction and Maintenance Agreement Policy Committee (NCMAPC) in order to determine its application to the National Construction and Maintenance Agreement (NCMA) and status as a Yellow Card Project.

Conclusion

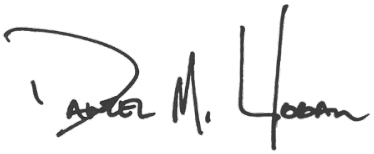
Employers interested in performing a scope of work under the terms and conditions of the NCMA shall submit a Yellow Card Project request via the Site Extension Request (SER) Process, available to signatory employers at www.ncmapc.org.

Owners and Construction Managers interested in calling for bids under the terms and conditions of the NCMA, shall submit a written Yellow Card Project request to the NCMAPC Impartial Secretary/CEO containing the following:

- A detailed description of the work in question, including whether the work is maintenance or new construction
- Location of the proposed scope of work, including owner and facility name
- Name of the project
- Estimated total construction budget
- Approximate start and completion dates of the work in question.
- For new construction, estimated direct and subcontractor hours to be performed by each craft on the project (except Owners who have not retained a Construction Manager, General Contractor, EPC Contractor or Prime Contractor)

Upon receipt of the written request, the NCMAPC Impartial Secretary/CEO shall review the request and forward to the Unions for approval/denial. Pursuant to NCMA – Article XXVII: for maintenance, Yellow Card Project requests will be reviewed by the NCMAPC Labor Section. For new construction, Yellow Card Project requests will be reviewed by the Unions requested to perform work on the project, whose votes will be weighted by the estimated hours they will respectively be performing.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 7-25-24
NMAPC Meeting of 7-20-16
NMAPC Meeting of 10-22-15
NMAPC Meeting of 10-24-13
NMAPC Meeting of 6-17-11
NMAPC Meeting of 10-26-06
NMAPC Meeting of 9-8-89
NMAPC Meeting of 1-27-75
NMAPC Meeting of 10-21-74
NMAPC Meeting of 6-27-74

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
Arlington, Virginia 22203
Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. IV – 5 * National Construction and Maintenance Agreement

Subject: Article IV – Scope of Work

Work Scope Dispute Process for the National Construction and Maintenance Agreement

The Committee endeavored to outline the process by which an International Union may dispute a scope of work's designation as maintenance or new construction and/or whether a scope of work is excluded from the scope of the National Construction and Maintenance Agreement (NCMA), pursuant to NCMA – Article IV Section 2.d.

Conclusion

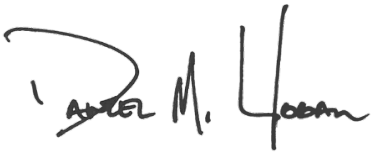
Employers interested in performing/subcontracting a scope of work under the terms and conditions of the NCMA; or Owners and Construction Managers interested in calling for bids under the terms and conditions of the NCMA, shall submit their Yellow Card Project request via the processes described in NCMA – Article XXVII and NCMA Bulletin IV – 4 "Work Scope Submission Process for Application of the National Construction and Maintenance Agreement" and shall designate their scope of work as maintenance or new construction.

Disputes about the designation of the scope of work as maintenance or new construction and/or disputes about whether a scope of work is excluded from the Agreement shall be raised during the review period described in NCMA – Article XXVII. Should a dispute arise, an International Union may protest, in writing, to the NCMAPC Impartial Secretary/CEO regarding the scope's designation as maintenance or new construction or exclusion from the scope of work covered by the NCMA.

In such a case, the NCMAPC Impartial Secretary/CEO will inform the requesting party of the protest and schedule an expedited work scope determination hearing. An expedited hearing of the Work Scope Determination Subcommittee will typically occur within thirty (30) days from the date that the NCMAPC Administrative Office receives the dispute from the disputing party. When such disputes arise, the approval/denial of the scope of work shall be delayed until the dispute is resolved either by a vote of the Work Scope Determination Subcommittee or by mutual agreement of the requesting party and disputing party.

Upon hearing the full presentation of the requesting party, the NCMAPC Work Scope Determination Subcommittee, comprised of an equal number of labor and management representatives, will render a determination by a simple majority vote on whether the scope of work presented is maintenance or new construction or is excluded from the scope of the NCMA.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
Arlington, Virginia 22203
Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. IV – 6 * National Construction and Maintenance Agreement

Subject: Article IV – Scope of Work

Transition from New Construction to Maintenance Terms

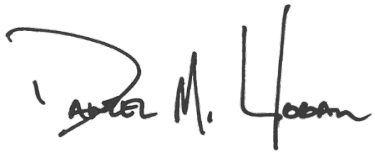
The National Construction and Maintenance Agreement Policy Committee (NCMAPC) provided the following guidance for when new construction projects are considered complete and the Agreement transitions to maintenance terms.

Conclusion

When a facility and/or equipment goes "on-line", then such facility and/or equipment qualifies to be worked under the maintenance terms of the National Construction and Maintenance Agreement (NCMA). New construction work that is still to be completed and "punch list" items that are part of the original construction contract shall continue to be worked under the new construction terms of the Agreement. The employer, construction manager, or owner controlling such work shall notify the NCMAPC Impartial Secretary when the work has been completed.

The Employer or the Union may request the NCMAPC Work Scope Determination Subcommittee to resolve disputes that may arise under this Policy or for work performed under the NCMA.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 10-24-13
NMAPC Meeting of 6-17-11
NMAPC Meeting of 8-24-04
NMAPC Meeting of 8-26-99

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
Arlington, Virginia 22203
Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. IV – 7 * National Construction and Maintenance Agreement

Subject: Article IV – Scope of Work

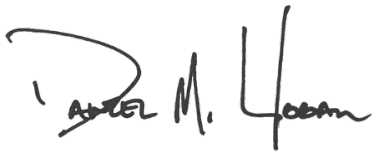
"As is, where is" Application to National Construction and Maintenance Agreement

The Committee was requested to clarify the concept of "as is, where is" as it applies to the National Construction and Maintenance Agreement (NCMA), in instances where client/owner as the seller of property, such as plant equipment, makes no guarantee or warranties regarding the condition of the property in question and also indicates that it is the responsibility of the buyer to purchase and remove the property "as is, where is" from the client/owner's current location.

Conclusion

The Committee determined that work performed in conjunction with property being sold on an "as is, where is" basis is covered under the terms of the NCMA, and traditional jurisdictional agreements must be adhered to. Further, the Committee determined that addendums may be requested for work of this nature to be excluded from NCMA coverage on a case by case basis.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 7-23-14
NMAPC Meeting of 1-13-14

NCMA
National Construction and Maintenance Agreement

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NCMAPC BOOK OF DECISIONS

Article V – Subcontracting

Bulletin Number	*Date*	*Description*
V - 1	(10-28-26)	*Construction Manager Letter of Understanding*

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
Arlington, Virginia 22203
Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. V – 1 * National Construction and Maintenance Agreement

Subject: Article V – Subcontracting

Construction Manager Letter of Understanding

The Committee was requested to provide an understanding on the application of Construction Managers as they pertain to the National Construction and Maintenance Agreement (NCMA).

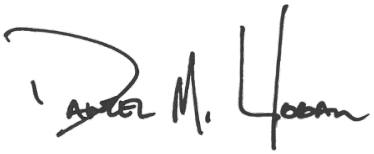
Conclusion

The Committee concluded that a Construction Manager is an entity that does not direct hire craft manpower but rather acts as an agent of an owner/client by way of, but not limited to, letting contracts and/or directing subcontractors for work performed under the NCMA. The Committee further concluded that in those instances where an entity is acting as an agent of the owner/client then the attached Letter of Understanding - Construction Manager Participation form shall apply and may be obtained through the administrative office of the National Construction and Maintenance Agreement Policy Committee (NCMAPC) or at www.ncmapc.org.

The NCMAPC Impartial Secretary/CEO will consider fully executing the aforementioned form only after it has been submitted to the NCMAPC Administrative Office along with a detailed description of the applicable scope of work. A $3,000.00 fee is applied to each executed Letter of Understanding - Construction Manager Participation form that a company signs, with the exception of any company that is currently a Governing member of The Association of Union Constructors (TAUC).

Finally, all entities submitting an NCMA Letter of Understanding – Construction Manager Participation form shall request that the NCMAPC designate the scope of work in question as a "Yellow Card Project". The "Yellow Card Project" designation process is outlined in NCMA Article XXVII and NCMAPC Policy Decision – Bulletin IV – 4, entitled "Work Scope Submission Process for Application of the National Construction and Maintenance Agreement", and shall be submitted in conjunction with the Construction Manager Participation form.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 4-18-24
NMAPC Meeting of 10-20-21
NMAPC Meeting of 7-20-16
NMAPC Meeting of 4-21-16

NCMA
National Construction and Maintenance Agreement

Letter of Understanding - Construction Manager Participation

The undersigned, as Construction Manager, recognizes and understands that Owner and Contractor participation in the National Construction and Maintenance Agreement (NCMA) Program is predicated on the principles espoused by the National Construction and Maintenance Agreement Policy Committee, Inc. (**"NCMAPC"**) which include economy, efficiency and harmonious labor relations.

The undersigned acknowledges its responsibility to ensure that contractors and their subcontractors working on the following project (print Owner Name, Project Name, City and State): _____ _____ have applied for and are in possession of an approved Site Extension Request (SER) of the NCMA at the time work is awarded, for their use at the project, as required in **Article XXVII-Administrative Procedures** of the Agreement.

*** (Please attach on separate letterhead a detailed description of the scope of work to be covered as a "Yellow Card Project" request per NCMAPC Policy Decision IV-4)**

The undersigned agrees to monitor the performance of signatory contractors working on the project to ensure that each Contractor/Subcontractor is operating under the terms and conditions of the NCMA.

The undersigned agrees that it will not cause or require any Contractor/Subcontractor to perform work or operate in a manner which is not in compliance with the terms of the NCMA or the policies and decisions of the NCMAPC, including any decision or award rendered pursuant to **Article VI-Grievances** of the Agreement. If in a Step 4 proceeding under **Article VI** of the Agreement it comes to the attention of the NCMAPC that the Construction Manager may have violated its duties or obligations under this paragraph, the undersigned agrees that the alleged violation may be heard by the NCMAPC under the procedures of **Article VI of the NCMA** beginning at Step 4, and that any finding and/or award by the NCMAPC will be final and binding upon the Construction Manager as well as the Contractor/Subcontractor.

It is further agreed that the undersigned will facilitate and ensure that all Contractors/Subcontractors conduct pre-job conferences as stipulated in Article I, Section 3, as well as Article XXVII, Section 1 of the NCMA, and report all work hours performed under the Agreement on a quarterly basis as stipulated in Article XXVI, Section 1 of the NCMA.

It is understood that any questions regarding the application, interpretation, and modification of the NCMA and the policies and procedures of the NCMA Program will be submitted to the NCMAPC for proper determination, as required in **Article XXVII-Administrative Procedures** of the Agreement.

Signed on behalf of:

Accepted:

_____
(Construction Manager)

_____

_____
(Address)

By: _____
(Sign Name)

_____
Daniel M. Hogan
Impartial Secretary/CEO
NCMAPC, Inc.

Date: _____

_____
(Print Name and Title)

Phone: _____ Email: _____

Date: _____

NCMA
National Construction and Maintenance Agreement

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NCMAPC BOOK OF DECISIONS

Article VI – Grievances

Bulletin Number	*Date*	*Description*
VI - 1	(10-28-26)	*Protest Payments Pending NCMAPC Decision*
VI - 2	(10-28-26)	*Wage Appeals*

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
Arlington, Virginia 22203
Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. VI – 1 * National Construction and Maintenance Agreement

Subject: Article VI – Grievances

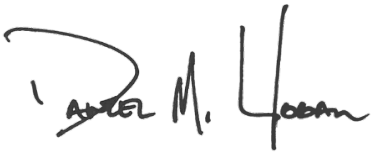
Protest Payments Pending NCMAPC Decision

The Committee was requested to review instances, when an Employer submits and makes payments under protest prior to filing a grievance with the Committee while awaiting a decision. It is noted that in such instances, if the decision is rendered in the Employer's favor, there is little or no chance for the Employer to recoup monies from the employees or the Owner/Customer.

Conclusion

The Committee reaffirmed its policy of having the Employer refrain from making demand payments and/or certain activities pending a decision of the Committee. The Committee further suggests that the Employer escrow the monies while a submission and a decision is pending.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 10-26-06
NMAPC Meeting of 9-8-89
NMAPC Meeting of 1-23-75

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
Arlington, Virginia 22203
Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. VI – 2 * National Construction and Maintenance Agreement

Subject: Article VI – Grievances

Wage Appeals

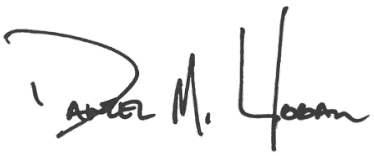
The Committee was requested to provide clarification and guidance when questions involving the payment of certain wage rates contained in local collective bargaining agreements under the National Construction and Maintenance Agreement (NCMA).

Conclusion

The National Construction and Maintenance Agreement Policy Committee (NCMAPC) has granted expanded authority to the Wage Appeals Subcommittee to address questions involving the applicability of certain wage rates when work is performed under the NCMA and as modified in the NCMA Wage Appeals Procedure.

In such instances, the Employer or the Union must submit in writing, a concise statement of the issue at hand, including; the identities of the parties involved, as well as any and all facts surrounding the work in question and copies of the relevant language/section of the applicable local collective bargaining agreement, to the attention of the NCMAPC Impartial Secretary, accompanied with a request for its review and determination by the NCMAPC. Upon receipt, the NCMAPC Administrative Office will then notify the affected parties of the date and time when the matter will be reviewed by the Wage Appeals Subcommittee. The parties will be afforded an opportunity to make a personal appearance to supplement the written record previously submitted. Failure by any party to submit a written response or appear in person shall not prohibit the Subcommittee from rendering a decision.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11

NCMA
National Construction and Maintenance Agreement

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NCMAPC BOOK OF DECISIONS

Article VII – Union Representation

Bulletin Number	*Date*	*Description*
VII - 1	(10-28-26)	*Lay-Off of Steward*
VII - 2	(10-28-26)	*Jobsite Access*

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. VII – 1 * National Construction and Maintenance Agreement

Subject: Article VII – Union Representative

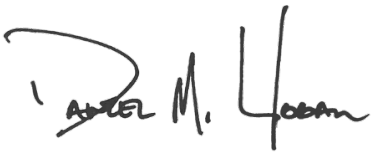
Lay-Off of Steward

The Committee was requested to provide the intent of the language contained in Article VII, Section 1 and its application to supervision for the project, when there is only one (1) craftperson left on the project.

Conclusion

The Committee determined that consistent with the requirements of Article XXIII – Management Clause, the Employer has the prerogative to determine the supervision required for the project. The steward shall be the last person to be laid-off, provided they are qualified to perform the work, except for those instances where the last craftperson is the construction supervisor. The Committee also determined that consistent with the requirements of Article VII – Union Representative, where the last craftperson is a construction supervisor, the Union has the prerogative to name the general foreman or foreman as the Steward for the project, if they so choose.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NMAPC Meeting of 6-17-11
NMAPC Meeting of 1-14-97

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. VII – 2 * National Construction and Maintenance Agreement

Subject: Article VII – Union Representative

Jobsite Access

The Committee was requested to review the intent of Article VII, Section 2 of the National Construction and Maintenance Agreement (NCMA) concerning the issue of jobsite access for local union representatives.

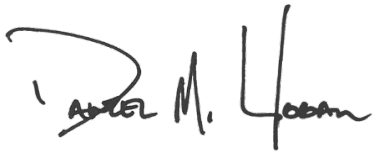
Conclusion

The Committee determined that it is not the intent of the language contained in Article VII, Section 2 of the NCMA that it be applied in an exclusionary manner to any particular participating Union(s) based on whether or not the Employer is employing a particular Union(s).

The Committee determined that it is intended that all affiliated local union representatives should have reasonable access to sites where the NCMA has been extended, subject to Employer and Owner regulations.

Any Employer and/or Owner regulations governing jobsite access should be covered in the Employer's pre-job conference, in addition to the issue of what constitutes reasonable jobsite access.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 1-17-05

NCMA
National Construction and Maintenance Agreement

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NCMAPC BOOK OF DECISIONS

Article VIII – Wages

Bulletin Number	*Date*	*Description*
VIII - 1	(10-28-26)	*Lay-Off/Termination and Request for Time Extension on "Pay-Off"*
VIII - 2	(10-28-26)	*Establishment of Payday and Withholding Period*
VIII - 3	(10-28-26)	*Voluntary Quits*
VIII - 4	(10-28-26)	*Two-tiered Wage Rates for Maintenance Work and Wage Modifications*
VIII - 5	(10-28-26)	*Payment of Wages and Check Cashing Charges*
VIII - 6	(10-28-26)	*Application of Pay Additives*
VIII - 7	(10-28-26)	*Calculating Foreman's Wages Subject to Wage Modifications*
VIII - 8	(10-28-26)	*Calculating Wages Subject to Wage Modifications*
VIII - 9	(10-28-26)	*Calculating Apprentice Wages Subject to Wage Modifications*
VIII - 10	(10-28-26)	*Current Labor Agreement*
VIII - 11	(10-28-26)	*Conveyance of Previously Approved Wage Modifications*
VIII - 12	(10-28-26)	*Failure to Provide Proper Wage Payments on Payday*
VIII - 13	(10-28-26)	*Employer Specific Pre-Hire Orientation and Training*
VIII - 14	(10-28-26)	*Proper Implementation of an Approved Wage Modification*
VIII - 15	(10-28-26)	*Application of Wage/Rate Site Modifications and Shift Additives*

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. VIII – 1 * National Construction and Maintenance Agreement

Subject: Article VIII – Wages

Lay-Off/Termination and Request for Time Extension on "Pay-Off"

The Committee was requested to review the situation where Employers withhold proper compensation at the time of layoff/termination and incidents when employees are laid off/terminated during overtime hours or during weekend work where the Employer's payroll department is closed because the work being performed is during non-business hours.

Conclusion

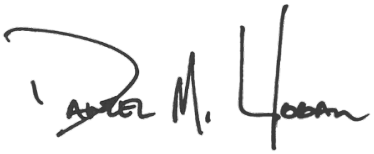
The Committee reviewed the issue and re-affirmed, that layoff/termination is "pay-off."

The Committee determined that employees not receiving **their proper pay** at the time of layoff/termination shall be entitled to receive four (4) hours of compensation (wages and fringe benefits) at the proper straight time rate of pay for each twenty-four (24) hour waiting period or a portion thereof. The Committee also recognized that special circumstances exist relative to overtime hours, weekend work and the remuneration for employees during situations when the Employer's payroll department may be closed. When such instances occur, the checks should be prepared and furnished immediately upon resumption of the first normal business day, and the penalty **shall not apply.**

The determination on where checks will be delivered shall be reviewed during the pre-job conference.

When lay-offs are anticipated during week-end work, the Employer shall be required to compensate all employees upon lay-off for at least all hours of work accrued through the close of business on Friday. Further, the Committee retains the right to address any grievance alleging misuse of this Bulletin.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 10-22-15
NMAPC Meeting of 6-17-11
NMAPC Meeting of 8-24-05
NMAPC Meeting of 8-26-99
NMAPC Meeting of 2-29-96
NMAPC Meeting of 9-14-93
NMAPC Meeting of 8-30-90
NMAPC Meeting of 9-08-89
NMAPC Meeting of 10-21-74

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Daniel M. Hogan

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

Bulletin No. VIII – 2 * National Construction and Maintenance Agreement

Subject: Article VIII – Wages

Establishment of Payday and Withholding Period

A number of local agreements contain language which sets forth specific payday withholding periods.

A question was raised regarding an Employer's ability when working under the terms of the National Construction and Maintenance Agreement (NCMA) to establish a payday different from that contained in the local collective bargaining agreement.

Conclusion

Recognizing the burdens imposed on an Employer when the requirements for different paydays and withholding periods vary from the Agreement of one craft to another, the Committee determined that under the (NCMA), the establishment of specific paydays to effect a standard shall be at the option of the Employer. However, withholding periods, and the payment of wages, under the terms of the NCMA will be limited to five (5) days from the close of the pay period, and wages earned shall be distributed prior to the end of the shift.

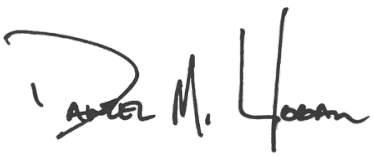
The intent of the five (5) day withholding period is understood to be five (5) working days, Monday through Friday, excluding Holidays. In addition to complying with the withholding period, Employers are required to provide employees with their proper wages of pay prior to the end of their shift on a day in which they are regularly scheduled to work.

The Committee determined that employees not receiving their wages of pay prior to the end of the last shift within the five (5) day withholding period shall be entitled to receive four (4) hours of compensation (wages and fringe benefits) at the proper straight-time rate of pay for each twenty-four (24) hour waiting period, or portion thereof. It should be noted that the five (5) day withholding period takes precedence over any established payday.

Further, the Committee determined that the Employer, within twenty-four (24) hours of notification by an employee or their immediate supervisor, of not receiving their proper wages of pay shall upon confirmation submit a check correcting the error. Individuals not receiving their corrected check within a twenty-four (24) hour period shall be entitled to receive four (4) hours of compensation (wages and fringe benefits) at the proper straight-time rate of pay for each twenty-four (24) hour waiting period, or portion thereof.

The Committee recognizes that due consideration must be given to unique circumstances beyond the control of the Employer. Further, the Committee advises that the above conclusion does not allow for Employers to continually change the payday and retains the right to address any grievance alleging misuse of this bulletin.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 4-21-22
NMAPC Meeting of 6-17-11
NMAPC Meeting of 8-25-10
NMAPC Meeting of 10-29-08
NMAPC Meeting of 10-26-06
NMAPC Meeting of 2-29-96
NMAPC Meeting of 9-8-89
NMAPC Meeting of 6-11-81

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. VIII – 3 * National Construction and Maintenance Agreement

Subject: Article VIII – Wages

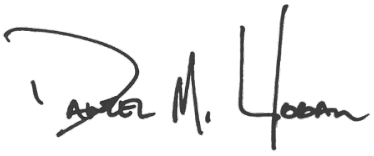
Voluntary Quits

A question was raised regarding an employee who was not provided proper compensation on the same day the employee voluntarily quit his/her job.

Conclusion

The Committee determined that an employee, who voluntary quits, shall be paid on the next regular payday at the jobsite, or his/her final pay will be mailed to his/her address of record on that day.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 9-8-89
NMAPC Meeting of 6-12-81

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. VIII – 4 * National Construction and Maintenance Agreement

Subject: Article VIII – Wages

Two-tiered Wage Rates and Wage Modifications

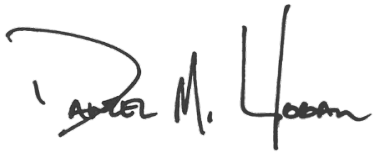
The Committee was requested to determine the proper application of special wage rates (two-tiered) specifically established for maintenance work.

Conclusion

The Committee determined it has been the policy of the National Construction and Maintenance Agreement Policy Committee (NCMAPC), not to recognize special wages created for a specific project or sector of the industry which circumvents NCMAPC approved Wage/Rate Site Modifications, and impose unreasonable costs on industrial maintenance thereby placing economic hardships on the industry.

Conversely, it has also been the policy that any wage rate modification recognized by the NCMAPC is not intended to provide a cut upon a cut resulting from action taken within the local structure during the last bargaining period.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 9-8-89

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. VIII – 5 * National Construction and Maintenance Agreement

Subject: Article VIII – Wages

Payment of Wages and Check Cashing Charges

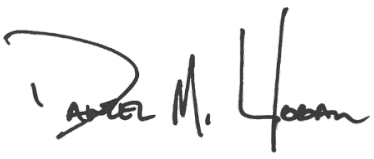
The Committee was requested to review the payment of wages as well as instances wherein the Employer establishes an account or makes arrangements with a local bank for employee check cashing privileges, and the same bank charges a service fee for the cashing of employee payroll checks.

Conclusion

Regarding the payment of wages, the Committee determined that an Employer may provide employee payroll earnings exclusively via electronic direct deposit or, in the event the employee does not have a bank account, electronic debit card deposit. All employees shall receive an electronic or paper earnings statement for all payroll related deposits and, for those employees who receive payroll compensation via a debit card, one transaction per payroll period will be without fee to the employee.

Regarding situations concerning banks charging a service fee, the Committee determined that in such situations, the Employer shall reimburse employees for such bank service fees. The Committee recognizes that there shall be no time allowed for check-cashing.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 10-25-23
NMAPC Meeting of 6-17-11
NMAPC Meeting of 8-24-04
NMAPC Meeting of 10-06-92
NMAPC Meeting of 9-08-89
NMAPC Meeting of 1-12-88

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. VIII – 6 * National Construction and Maintenance Agreement

Subject: Article VIII – Wages

Application of Pay Additives

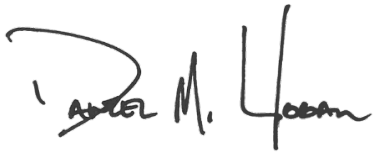
The Committee has been requested to clarify National Construction and Maintenance Agreement Policy Committee (NCMAPC) policy on additive pay provisions contained in applicable local collective bargaining agreements, including but not limited to; high time, welding machines, welding torches, sharpening and tip work, work in nuclear facilities, tool allowances, and tool allowance in lieu of travel allowance.

Conclusion

In all instances, the Committee has been consistent with determinations rendered, in that such additive pay provisions are contrary to the spirit and intent of the National Construction and Maintenance Agreement (NCMA), and shall not be paid.

Any questions concerning the appropriate wage rate shall be reviewed as outlined in the NCMA Wage Appeal Procedure, as amended.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 9-8-89

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. VIII – 7 * National Construction and Maintenance Agreement

Subject: Article VIII – Wages

Calculating Foreman's Wages Subject to Wage Modifications

Wage differentials for foremen are established by the procedure set forth in the applicable local collective bargaining agreement and the established differential is then added to the journeyman's maintenance wage rate when working under the terms of the National Construction and Maintenance Agreement and/or the National Power Generation Maintenance Agreement.

When a foreman's wage rate is determined by adding a specific amount of compensation (or a percentage) to a reduced journeyman's wage rate, those incentive amounts shall not be affected by the wage/rate site modification.

Example:

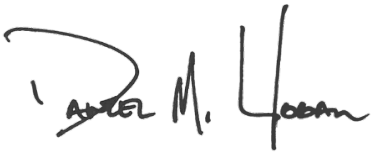
Regular journeyman's rate before reduction:	- $40.00 per hour
Journeyman's modified wage rate @ 90%:	- $36.00 per hour
Established foreman's supervision incentive:	- $ 4.00 per hour

Please note that in this instance the 90% wage/rate site modification shall apply to the journeyman's rate and the established foreman's supervision incentive of $4.00 per hour shall be added to the modified journeyman wage rate, (i.e. $36.00 + $4.00 = $40.00), thus providing the foreman's wage rate.

Likewise, in those instances where the foreman's wage rate is a flat rate in the form of a classification (not subject to incentives), the differential for the foreman shall not be affected by the wage/rate site modification and such wage rate shall be calculated as follows:

Local journeyman's wage rate:	- $40.00 per hour
Local foreman's wage rate (as classification):	- $44.00 per hour
Established foreman's wage differential:	- $ 4.00 per hour
Journeyman's modified wage rate @ 90%:	- $36.00 per hour
Add: established foreman's wage differential:	- $ 4.00 per hour
Local foreman's modified wage rate @ 90%:	- $40.00 per hour

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 9-14-93
NMAPC Meeting of 9-8-89

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. VIII – 8 * National Construction and Maintenance Agreement

Subject: Article VIII – Wages

Calculating Wages Subject to Wage Modifications

Whenever reduced wages are applied to local union agreements, as a result of Wage/Rate Site Modifications granted by the National Construction and Maintenance Agreement Policy Committee (NCMAPC) such modifications shall apply to the most recently published rates contained in the local union's current collective bargaining agreements.

Voluntary Rollbacks or Wage Rate Reductions affected in the last bargaining session shall be applied in the following manner (In the absence of an official written communication from the local parties to the contrary, these arrangements will be recognized by the NCMAPC indefinitely):

If the Committee granted 90% of the published local union wage rate, the 90% shall apply to the last published wage rate, irrespective of whether the published rate is the result of an "increase" and/or a "freeze."

However, in those instances whereby the local union reduced their wages by a certain percentage at the bargaining session, then the local union wage rate shall be affected by only that manner equivalent to achieve the 90% wage rate reduction.

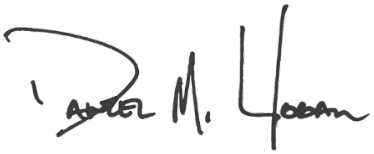
Example:

If a local union reduced their wage by 5% during the last bargaining period, then only a 5% reduction would apply to the most recently published wage rate. In this instance, the Employer would be obligated to apply 95% of the local wage rate. In those instances whereby the local union reduced their wage rate by 10%, the same as the Committee's modification, then the published wage rate would remain the same. However, in those instances whereby the local union reduced their wages more than the modifications granted by the Committee, then that wage rate shall stand as the recognized rate for the ensuing period.

Please Note:

When applying the above examples, only the most recently published rates as a result of the last bargaining session shall be considered.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 5-24-07
NMAPC Meeting of 10-26-06
NMAPC Meeting of 2-29-96
NMAPC Meeting of 9-8-89
NMAPC Meeting of 6-11-81

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. VIII – 9 * National Construction and Maintenance Agreement

Subject: Article VIII – Wages

Calculating Apprentice Wages Subject to Wage Modifications

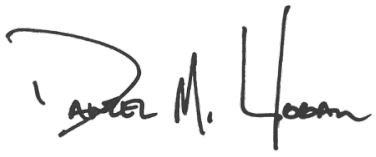
The Committee was requested to determine the proper method of calculating wage rates for apprentices whenever reduced wages are applied to local union agreements as a result of Wage Modifications granted by the National Construction and Maintenance Agreement Policy Committee, Inc.

Conclusion

The Committee determined that on projects where a Wage Modification is in effect under the terms of the National Construction and Maintenance Agreement, apprentices shall be paid in accordance with local area apprentice requirements that are contained in the applicable local collective bargaining agreements.

However, it is understood that any adjustment would not be made that places the apprenticeship wage rate higher than 95% of the modified journeyman rate.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 11-14-97
NMAPC Meeting of 10-6-92

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. VIII – 10 * National Construction and Maintenance Agreement

Subject: Article VIII – Wages

Current Labor Agreement

The Committee was requested to clarify the intent of "the current Labor Agreement of the affiliated local union," contained in Article VIII, Section 1.

Conclusion

Recognizing that a signatory National Construction and Maintenance Agreement (NCMA) Employer is not required to sign a local collective bargaining agreement, it is the intent of this language that the current Labor Agreement for all maintenance, repair, replacement, renovation, and modernization work is the Building Agreement of the affiliated local union. However, the National Construction and Maintenance Agreement Policy Committee (NCMAPC) does recognize wage rates for maintenance, repair, replacement, renovation, and modernization work other than those stipulated in the current Building Agreement for NCMA work in instances where the NCMA Employer is signatory to a local, district council, or international agreement that would be applicable for the work in question, if the NCMA was not present, and further, the NCMA Employer has received approval from the International Union to utilize said wage rates on the NCMA project in question.

Additionally, for work performed that is not maintenance, repair, replacement, renovation, or modernization in nature, the Committee further recognizes that certain projects may fall under a different category of construction other than Building, and in those instances, wage rates shall be those paid on projects of a similar character that are in the local area where the work is to be performed.

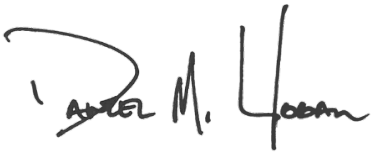
The Committee further recommends that the following steps be taken by the Employer and the Union to ensure that the appropriate wage rate is utilized for work performed under the NCMA.

1. The Employer shall contact the affiliated local union(s) where the work is to be performed to obtain the appropriate wage rate(s) prior to bidding;

2. Wage rates shall be discussed and clarified during the required pre-job conference between the Employer and the Union.

The Employer or the Union may request the NCMAPC Wage Appeals Subcommittee to resolve disputes that may arise under this Policy or for work performed under the NCMA.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 10-15-25
NMAPC Meeting of 6-17-11
NMAPC Meeting of 3-31-97
NMAPC Meeting of 1-14-97

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
Arlington, Virginia 22203
Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. VIII – 11 * National Construction and Maintenance Agreement

Subject: Article VIII – Wages

Conveyance of Previously Approved Wage Modifications

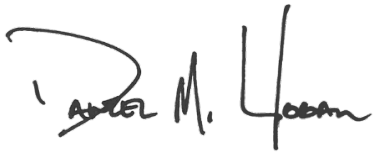
The Committee was requested to clarify the continued application of wage modifications that have been previously approved by the National Construction and Maintenance Agreement Policy Committee (NCMAPC) for a particular site or sites, to a successor Owner and/or successor Contractor.

Conclusion

The Committee determined that the application of a previously approved wage modification would convey to the successor Owner of such site(s) and/or successor Employer in good standing who intend to perform work under the National Construction and Maintenance Agreement (NCMA) Program at such site(s). This determination is consistent with the NCMAPC's policy regarding the continued coverage and application of wage modifications under the NCMA Program, in that such modifications will remain in effect at previously designated sites until such time that the Committee takes action to the contrary. Further, the Committee reserves the right to continually review these situations on a case-by-case basis.

It should be noted that all successor Employers and their subcontractors wishing to perform work at such sites under the terms of the NCMA, along with the applicable wage modification, still must request coverage of the Agreement from the various participating International Unions in a timely manner.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 1-18-00

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
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Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. VIII – 12 * National Construction and Maintenance Agreement

Subject: Article VIII – Wages

Failure to Provide Proper Compensation on Payday

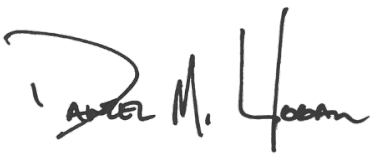
The Committee was requested to review National Construction and Maintenance Agreement Policy Committee (NCMAPC) policy when an Employer fails to provide proper wage payments on payday in the form of unfunded checks.

Conclusion

The Committee determined that if an Employer fails to provide properly funded payroll checks for work performed as of payday as required under Article VIII of the National Construction and Maintenance Agreement, the provisions of Article XXII, and NCMAPC Bulletin XXII – 3 shall not apply and the Union may legally withhold its services. However, it is understood that such action consistent with Article XXII, does not allow said craft to establish any picket lines or disrupt the work of other craft.

Further, consistent with NCMAPC Bulletin VIII – 2, employees not receiving their proper wages of pay on payday shall be entitled to four (4) hours of compensation at the proper straight-time rate of pay for each twenty-four (24) hour waiting period or portion thereof.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 1-16-06

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
Arlington, Virginia 22203
Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. VIII – 13 * National Construction and Maintenance Agreement

Subject: Article VIII – Wages

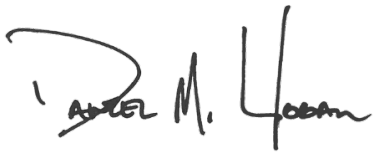
Employer Specific Pre-Hire Orientation and Training

The Committee was requested to provide a clarification on the proper rate of pay for instances concerning the completion of pre-hire orientation and/or training.

Conclusion

The Committee determined that when employer specific pre-hire orientation and/or training is required, then the Employer shall compensate applicants the appropriate wages and fringe benefits per the applicable local collective bargaining agreement for the time required to complete such orientation and/or training. Notwithstanding the established payday and withholding period provided for in National Construction and Maintenance Agreement Policy Committee (NCMAPC) Bulletin No. VIII – 2, in order to receive compensation the applicant must pass such orientation and/or training and work on the job at least five (5) days, or in the case of jobs less than five (5) working days, for the duration thereof.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 11-2-17
NMAPC Meeting of 4-21-16
NMAPC Meeting of 1-21-13

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
Arlington, Virginia 22203
Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin VIII – 14 * National Construction and Maintenance Agreement

Subject: Article VIII – Wages

Proper Implementation of an Approved Wage Modification

The Committee was requested to provide clarification as to when an Employer may implement a Wage Modification once it has been approved by the National Construction and Maintenance Agreement Policy Committee (NCMAPC) at a particular facility.

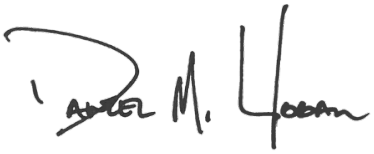
Conclusion

The Committee acknowledges that once a Wage Modification has been formally approved at a facility by the NCMAPC then it shall be recorded within the NCMAPC's electronic database and made available for all Employers seeking to work under the terms of the National Construction and Maintenance Agreement (NCMA) at the aforementioned facility.

The Committee determined that any Employer seeking to invoke the Wage Modification must be in possession of a current approved Site Extension Request (SER) that contains the appropriate Wage Modification approval language. Therefore, Employers that previously requested and are in possession of approved SERs at a facility, prior to a Wage Modification having been approved by the NCMAPC, must submit new SERs for said facility in order for the Wage Modification to become effective.

Important Note: The NCMAPC Administrative Office maintains records of all approved Wage Modifications. When a Wage Modification has been approved at a facility by the NCMAPC the appropriate Wage Modification language will automatically appear on all future SERs.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 10-22-15

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. VIII – 15 * National Construction and Maintenance Agreement

Subject: Article VIII – Wages

Application of Wage Modifications and Shift Additives

The Committee was requested to provide clarification concerning the application of wage/rate site modifications to second (2nd) and third (3rd) shift additives.

Conclusion:

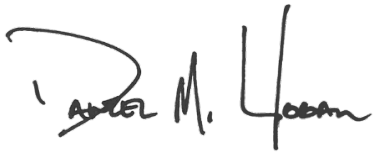
It is the long standing position of the Committee that when a wage/rate site modification has been formally approved by the National Construction and Maintenance Agreement Policy Committee (NCMAPC) any second (2nd) or third (3rd) shift additives due an employee **shall not** be modified by the wage/rate site modification. The Committee further confirmed that wage/rate site modifications shall only be applied to the appropriate "base" wage/rate.

Example: (Note that additives are 10% of hourly rate)

Regular journeyman's rate before reduction:	- $40.00 per hour
Journeyman's modified wage rate @ 90%:	- $36.00 per hour
Second (2nd) Shift Additive:	- $ 4.00 per hour
Total Wage Rate (Excluding Benefits)	$ 40.00 per hour

Regular journeyman's rate before reduction:	- $40.00 per hour
Journeyman's modified wage rate @ 90%:	- $36.00 per hour
Third (3rd) Shift Additive:	- $ 4.00 per hour
Total Wage Rate (Excluding Benefits)	$ 40.00 per hour

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of July 20, 2016

NCMA
National Construction and Maintenance Agreement

INDEX

NCMAPC BOOK OF DECISIONS

Article IX – Benefits and Other Monetary Funds

Bulletin Number	*Date*	*Description*
IX - 1	(10-28-26)	*Signing of Trust Fund Participation Agreements*
IX - 2	(10-28-26)	*Calculating Fringe Benefits on Projects Subject to Wage/ Rate Site Modifications*
IX - 3	(10-28-26)	*Appropriate Fringe Benefit Funds*
IX - 4	(10-28-26)	*Payments Made to Other Funds in Lieu of Payment to an Industry Advancement Fund*
IX - 5	(10-28-26)	*Application of Bonding Requirements Contained in the Local Collective Bargaining Agreement*
IX - 6	(10-28-26)	*Industry Advancement or Promotion Fund Recognition*
IX - 7	(10-28-26)	*Construction Industry Exemption Under the Employee Retirement Security Act of 1974*
IX - 8	(10-28-26)	*Labor Management Cooperation Committee Trust Instructions*

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
Arlington, Virginia 22203
Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. IX – 1 * National Construction and Maintenance Agreement

Subject: Article IX – Benefits and other Monetary Funds

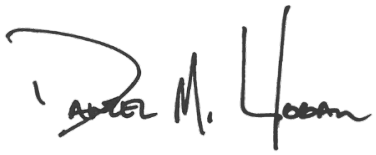
Signing of Trust Fund Participation Agreements

The Committee was requested to provide an understanding regarding the signing of local trust fund participation agreements.

Conclusion

The Committee determined it is the understanding that when trust documents are part of the applicable local bargaining agreement, then the attached Trust Fund Participation document shall apply, and said documents may be obtained through the administrative office of the NCMA or at ncmapc.org.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 9-8-89

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
Arlington, Virginia 22203
Phone: (703) 524-3336

Impartial Secretary
Daniel M. Hogan

TRUST FUND PARTICIPATION AGREEMENT FOR USE UNDER THE NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT

The undersigned Employer employing members of the Local Union and other eligible employees, for and in consideration of the provision of benefits by the Plan and Trust, agrees to be bound by and to comply with the applicable provisions of the Local Collective Bargaining Agreement which provides such benefits, as well as the Agreement and Declaration of Trust establishing the Plan and Trust, as amended and hereafter amended from time to time, as follows:

1. "Employer" means _____
2. "Local Union" means _____
3. "Plan" means the _____
4. "Trust" means the _____
5. "Local Collective Bargaining Agreement" means the _____, a copy of which shall be provided by the Local Union to the Employer.
6. "Declaration of Trust" means the _____, a copy of which shall be provided by the Local Union to the Employer.
7. "Trustees" means the trustees of the Trust
8. "National Construction and Maintenance Agreement (NCMA)" means the _____, to which the Employer is signatory, dated _____.
9. The purpose of this agreement is to implement Article IX of the NCMA and serve as the written agreement required by section 302(c) of the National Labor Relations Act, to permit the Employer to make, and the Trustees to receive, contributions to the Plan and Trust on behalf of the Employer's employees working under the NCMA.
10. The provisions, and only those provisions, of the Local Collective Bargaining Agreement which set forth the basis on which contributions are to be made to, and benefits paid from, the Plan and Trust, are incorporated herein by reference, and consistent with Article IX of the NCMA.

11. The Employer accepts as its representatives the present employer Trustees, and their successors as may be appointed from time to time during the term of this agreement.

12. The obligations of the Employer under this agreement, including the obligation to make contributions to the Trust, shall coincide with the work which the Employer performs under the NCMA, and this agreement shall terminate at the same time as the NCMA, to which the Employer is signatory, terminates, or is terminated according to the provisions thereof.

Signed this _____ day of _____, 20_____.

_____
Name of Employer

By: _____
Authorized Officer of Employer

_____
Title

_____
Mailing Address

_____
City, State, Zip Code

_____
Federal I.D. Number

Accepted this _____day of_____, 20_____.

_____
Name of Union

By: _____
Authorized Representative of Union

_____
Title

_____
Mailing Address

_____
City, State, Zip Code

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
Arlington, Virginia 22203
Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. IX – 2 * National Construction and Maintenance Agreement

Subject: Article IX – Benefits and Other Monetary Funds

Calculating Fringe Benefits on Projects Subject to Wage/Rate Modified Site

The Committee advised that when fringe benefit contributions, as defined in Article IX, Section 2 of the National Construction and Maintenance Agreement (NCMA) are expressed in terms of percentages, this percentage shall be applied to the 100% wage rate contained in the current applicable bargaining agreement, except as provided by appropriate trust documents, regardless of a wage/rate site modification granted by the Committee in accordance with Article VIII, Section 1 of the NCMA.

Example:

On projects not subject to a wage/rate site modification:

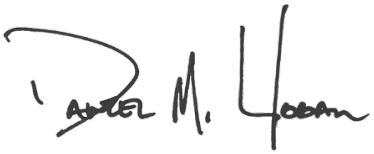
Current journeyman wage rate	- $40.00 per hour
Fringe benefit package @	
25% of journeymen wage rate	- $ 10.00 per hour
Total wage/fringe package	- $ 50.00 per hour

On projects subject to a 90% wage/rate site modification:

Current journeyman wage rate	- $40.00 per hour (Before reduction)
Wage/rate site modification	- x 90%
Reduced journeyman wage rate	- $36.00 per hour
* Fringe benefit package @	
25% of journeyman wage rate	- $ 10.00 per hour
Total modified w/f package	- $46.00 per hour

* Calculated on current journeyman wage rate before reduction.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 9-8-89

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
Arlington, Virginia 22203
Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. IX – 3 * National Construction and Maintenance Agreement

Subject: Article IX – Benefits and Other Monetary Funds

Appropriate Fringe Benefit Funds

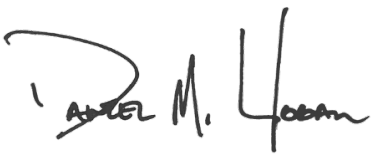
The Committee determined that further clarification is needed with reference to the requirement of Employers to make contributions to employee fringe benefits that are provided through "other monetary funds."

Conclusion

The intent of the Article is that only bona fide fringe benefits which accrue to the direct benefit of craft employees are required and must be included as fringe benefits to be paid by the Employer. Fringe benefits recognized as direct employee benefits are pension, health and welfare, annuity, vacation, apprenticeship and training.

The National Construction and Maintenance Agreement Policy Committee, Inc., will, upon request, review new jointly administered International Union monetary funds. The criteria for Employer's payment into these funds is based on the determination of whether the funds provide benefits that accrue directly to craft employees, such as advanced skills training, and safety training and provided that such programs do not duplicate similar benefits that are provided through locally negotiated collective bargaining agreements.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 3-31-97
NMAPC Meeting of 1-14-97
NMAPC Meeting of 11-20-96

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
Arlington, Virginia 22203
Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin IX – 4 * National Construction and Maintenance Agreement

Subject: Article IX – Benefits and Other Monetary Funds

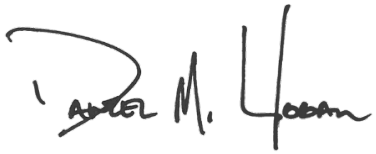
Payments Made to Other Funds in Lieu of Payment to an Industry Advancement Fund

The Committee was requested to provide clarification regarding local union agreements that require Employers to make payments to approved funds (i.e.: welfare funds, pension funds, apprenticeship training funds, and the like) in lieu of making contributions to local industry advancement funds.

Conclusion

The Committee reaffirmed its longstanding policy that to require payment of an equal amount into an apprenticeship or other approved fund, in lieu of payment into a discretionary fund (i.e., industry advancement, contract administration, and the like), constitutes a "dual rate" and is, therefore, not mandatory under the terms of the National Construction and Maintenance Agreement (NCMA). Provisions in local union agreements that require contributions to discretionary funds shall not be enforceable. The intent of the prohibition on "dual rates" is not to deny contributions called for in local agreements which are required for funding purposes, but, is to prevent local collective bargaining from being used to circumvent the rights of signatory Employers under the NCMA, which is a national agreement.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 8-24-05
NMAPC Meeting of 8-22-02

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
Arlington, Virginia 22203
Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin IX – 5 * National Construction and Maintenance Agreement

Subject: Article IX – Benefits and Other Monetary Funds

Application of Bonding Requirements Contained in the Local Collective Bargaining Agreement

The Committee was requested to provide clarification of Article IX – Benefits and Other Monetary Funds and the application of local bonding requirements for work performed under the terms of the National Construction and Maintenance Agreement (NCMA).

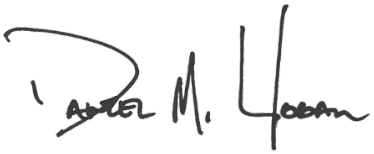
Conclusion

The Committee determined that Article IX, Section 2 of the NCMA does reference provisions contained in the local collective bargaining, for the payment of *"Welfare Funds, Pension Funds, Apprentice Training Funds and other monetary funds called for in the Local Union or District Council Labor Agreement ..."* However, because Employers signatory to the NCMA are not required to become signatory to any local collective bargaining agreements, Employers working under the NCMA are not subject to the bonding requirements when contained in the applicable local collective bargaining agreement.

Concerning the application of bonding requirements when contained in the applicable trust agreement, the Committee determined that while Employers signatory to the NCMA are not required to sign local collective bargaining agreements, Article IX, Section 3 of the NCMA states *"The Employer agrees to be bound by all legally constituted trusts which have been established between local unions of the Unions and recognized bargaining agencies of contractors in the area."* Therefore, in situations where such bonding requirements are stipulated in the applicable trust agreements signatory Employers would be subject to such requirements when working under the terms of the NCMA.

Further, when participation in said trust agreements is required under an applicable local collective bargaining agreement and the local union has not developed a separate trust fund participation agreement or a letter of assent, the NCMA has developed a generic Trust Fund Participation document to be executed by Employers consistent with Article IX of the NCMA and applicable federal statutes, which will allow Employers to make, and funds to accept contributions on behalf of the Employer's employees (see NCMA Bulletin No. IX – 1).

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
Arlington, Virginia 22203
Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin IX – 6 * National Construction and Maintenance Agreement

Subject: Article IX – Benefits and Other Monetary Funds

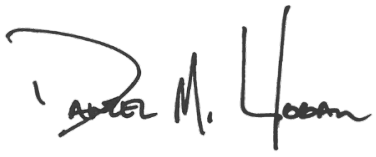
Industry Advancement or Promotion Fund Recognition

The Committee was requested to provide clarification under Article IX – Benefits and Other Monetary Funds specifically Sections 4 and 4.a, wherein it states Industry Advancement or Promotion Funds; "if approved by the NCMAPC, these funds must be paid in accordance with the local labor agreement unless otherwise provided for in an addendum approved by the NCMAPC Labor Section."

Conclusion

The Committee determined that the NCMAPC Labor-Management Committee has the sole authority to decide whether or not any discretionary fund is recognized under Article IX of the National Construction and Maintenance Agreement (NCMA). Such funds will be approved for the calendar year and need to be reviewed annually by the Committee. A list of the funds that have been reviewed and approved by the Committee may be found on the NCMA website at www.ncmapc.org.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 10-26-11

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
Arlington, Virginia 22203
Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin IX – 7 * National Construction and Maintenance Agreement

Subject: Article IX – Benefits and Other Monetary Funds

Construction Industry Exemption Under the Employee Retirement Security Act of 1974

The Committee was requested to provide clarification under Article IX – Benefits and Other Monetary Funds regarding the need for Pension Trust Funds receiving contributions under the Agreement to adopt the construction industry withdrawal rules under the Employee Retirement Security Act of 1974, as amended (ERISA).

Conclusion

The Committee determined that the National Construction and Maintenance Agreement (NCMA) is an 8(f) agreement under the National Labor Relations Act, covering employees primarily engaged in the building and construction industry, and as such, pension funds covered by the NCMA may adopt the construction industry rules of withdrawal authorized by section 4203(b)(1) of ERISA. Therefore, if any pension fund to which contributions are required to be made under the terms of an NCMA does not qualify for the construction industry rules of withdrawal or does not take the necessary steps to adopt the construction industry rules of withdrawal, then employers signatory to the Agreement will not be obligated to hire employees covered by such fund.

Daniel M. Hogan
Impartial Secretary/CEO

October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 4-21-16

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
Arlington, Virginia 22203
Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin IX – 8 * National Construction and Maintenance Agreement

Subject: Article IX – Benefits and Other Monetary Funds

Labor Management Cooperation Committee Trust Instructions

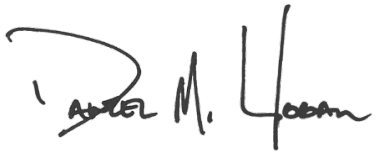
The Committee was requested to provide clarification under Article IX – Benefits and Other Monetary Funds regarding the appropriate method to make contributions to the National Construction and Maintenance Agreement (NCMA) Labor Management Cooperation Trust for all work performed under the NCMA Program.

Conclusion

The Committee determined that the required contributions set forth in Article IX – Benefits and Other Monetary Funds to the NCMA Labor Management Cooperation Trust shall be made through the National Construction and Maintenance Agreement Policy Committee (NCMAPC) portal at www.ncmapc.org.

Contributions to the trust will be assessed based on the number of work hours reported in the NCMAPC portal. Work hours shall include the sum total of work hours performed by each Union at each location, each contractor, and for each quarterly reporting period. After each quarter has ended, the NCMAPC Administrative Office will provide the employer an invoice that lists the required contribution which can be paid in the NCMAPC portal.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26

NCMA
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NCMAPC BOOK OF DECISIONS

Article X – Compensation Insurance

Currently no policy decisions under this article

NCMA
National Construction and Maintenance Agreement

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Article XI – Holidays

Bulletin Number	*Date*	*Description*
XI - 1	(10-28-26)	*In-Plant Holidays*

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
Arlington, Virginia 22203
Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. XI – 1 * National Construction and Maintenance Agreement

Subject: Article XI – Holidays

In-Plant Holidays

In most instances, industrial facilities observe designated Holidays. A portion of these being different from those observed under the terms of the National Construction and Maintenance Agreement.

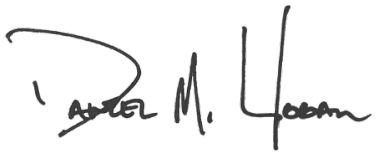
Conclusion

When such occasions are present, the Employer is required to make in-plant holidays known to all employees by publishing them as part of the project rules and regulations.

It has been an accepted policy of the National Construction and Maintenance Agreement Policy Committee, Inc., that the Client/Owner may shutdown the entire facility, or any portion of a facility, with regards to outside contracting when observing an in-plant holiday.

If no work orders are given to the Employer performing maintenance within the plant, and all of the Employer's employees are required by the Owner not to work that day, the Employer will not be penalized for hours not worked and out of the Employer's control. The Employer will also provide the affected local union(s) with advanced notification when these situations exist.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 10-26-06
NMAPC Meeting of 9-8-89

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NCMAPC BOOK OF DECISIONS

Article XII – Minimum Pay/Reporting Time

Bulletin Number	*Date*	*Description*
XII - 1	(10-28-26)	*Defining a Call-In During Scheduled Days Off or Holidays*

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin XII – 1 * National Construction and Maintenance Agreement

Subject: Article XII – Minimum Pay and Reporting Time

Defining a Call-In During Scheduled Days Off or Holidays

The Committee was requested to provide clarification regarding what constitutes a call-in, as contemplated in Article XII, Section 2 of the National Construction and Maintenance Agreement.

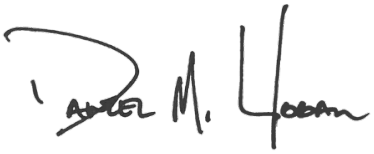
Conclusion

The Committee noted that Article XII, Section 2 of the Agreement defines a call-in as "the notification to an employee to report for work by whatever means for work outside of his/her regular shift or on his/her regularly scheduled day(s) off or Holiday."

The Committee has determined that when an employee is notified, **prior** to the end of the employee's shift, that a subsequent shift is scheduled to be worked on a Holiday or a scheduled day off, the scheduled shift will not be considered a call-in, but rather scheduled sporadic overtime.

Conversely, if the employee leaves work and is contacted at some point in time **following** the end of the regular shift to report for work by whatever means on a day, which may be either a Holiday or a scheduled day off, that work will be considered a call-in and the employee will be entitled to a minimum of four (4) hours pay at the appropriate overtime rate for the call-in period of time, not to exceed double-time. It should be understood that the Committee considers a call-in as notifying any and all employees necessary after they have left the job site to report to work to address unforeseen circumstances or emergencies that may occur and require immediate short-term attention.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 5-24-07

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National Construction and Maintenance Agreement

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Article XIII – Supervision

Bulletin Number	*Date*	*Description*
XIII - 1	(10-28-26)	*Guaranteed Forty (40) for Top Hourly Craft Supervisor*
XIII - 2	(10-28-26)	*Requirements for Supervision - Composite Crews*

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. XIII – 1 * National Construction and Maintenance Agreement

Subject: Article XIII – Supervision

Guaranteed Forty (40) for Top Hourly Craft Supervisor

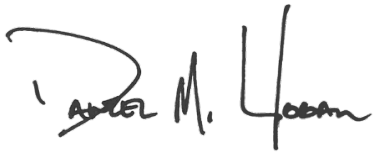
A question was raised regarding the proper compensation for top hourly supervisors when a recognized Holiday falls within the regularly scheduled work week, or when a top hourly craft supervisor is called-in on a Holiday which they are not scheduled to work.

Conclusion

The Committee agrees that unless the Holiday is worked, the top hourly craft supervisor shall be paid in accordance with the guaranteed forty (40) hour provision as provided for in Article XIII, Section 2.

In the event that the top hourly craft supervisor is not scheduled to work and is called-in on a Holiday, they are entitled to the appropriate pay for the call-in hours in addition to their "guaranteed forty (40) straight-time hours". For example, a craft supervisor called-in to work for four (4) hours on a holiday for which they were not scheduled to work would be entitled to four (4) hours pay at the applicable holiday rate, plus forty (40) hours pay at straight-time rate.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 10-19-22
NMAPC Meeting of 6-17-11
NMAPC Meeting of 2-29-96
NMAPC Meeting of 9-8-89
NMAPC Meeting of 2-10-73

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Daniel M. Hogan

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

Bulletin No. XIII – 2 * National Construction and Maintenance Agreement

Subject: Article XIII – Supervision

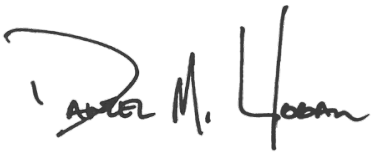
Requirements for Supervision - Composite Crews

The Committee was requested to determine proper supervisory requirements for each craft on projects being performed under composite crew arrangements dictated by the terms of bona fide agreements of record between the crafts.

Conclusion

The Committee determined that Bulletin No. XIII – 1 applies in these instances and further determined that the requirement for initial supervision is implicit for each craft working under composite crew arrangements dictated by the terms of bona fide agreements of record between crafts.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 2-29-96
NMAPC Meeting of 3-7-92

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Article XIV – Travel and Subsistence

Currently no policy decisions under this article

NCMA
National Construction and Maintenance Agreement

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NCMAPC BOOK OF DECISIONS

Article XV – Work Hours Per Day

Bulletin Number	*Date*	*Description*
XV - 1	(10-28-26)	*Clarification of Shift Additives by Example*
XV - 2	(10-28-26)	*Application of Shift Additives*
XV - 3	(10-28-26)	*Organized Breaks*
XV - 4	(10-28-26)	*Shift Additives Payable on Single Shifts*
XV - 5	(10-28-26)	*"Pick-Up" Time and "Early Quits"*
XV - 6	(10-28-26)	*Determining When Overtime is Payable Due to Change in Starting Times*
XV - 7	(10-28-26)	*Establishing Starting Times*
XV - 8	(10-28-26)	*Establishment of Work Break Requirements*
XV - 9	(10-28-26)	*Proper Remuneration for Second (2nd) and Third (3rd) Shifts*
XV - 10	(10-28-26)	*Clarification of Application of Second Meal-Breaks*
XV - 11	(10-28-26)	*Clarification of Application of Second Meal-Breaks for Craft Supervision*

Bulletin Number	*Date*	*Description*
XV - 12	(10-28-26)	*Proper Payment for Working Through and Changing the Regularly Established Lunch Period*
XV - 13	(10-28-26)	*Proper Remuneration for "Split Shifts"*
XV - 14	(10-28-26)	*Determining the FIRST Shift in Multiple Shift Operations*
XV - 15	(10-28-26)	*Inclusion of Shift Additives in Gross Wages When Calculating Fringe Benefit Contributions*
XV - 16	(10-28-26)	*Proper Compensation For Time Lost to Visit Contractor's Physician*
XV - 17	(10-28-26)	*Appropriate Overtime Rate*
XV - 18	(10-28-26)	*Scheduled Days Off*
XV - 19	(10-28-26)	*Proper Compensation for an Abbreviated Work Day (A One Day Job)*
XV - 20	(10-28-26)	*4-10's Flexible Schedule Interpretations*
XV - 21	(10-28-26)	*Extended or Short Term Plant Shut Downs*
XV - 22	(10-28-26)	*Scheduling of Overtime*

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. XV – 1 * National Construction and Maintenance Agreement

Subject: Article XV – Work Hours Per Day

Clarification of Shift Additives by Example

The following examples are intended to clarify the shift rates, shift additives and overtime. $40.00 per hour is used as a basis for computation.

SINGLE SHIFT SCHEDULE EXAMPLE

Eight (8) hours work performed for eight (8) hours pay:

8 hours work x $40.00 per hour	=	$320.00

Ten (10) hours of work performed for eight (8) hours pay at straight time plus (2) hours at time and one-half the straight time rate of pay:

8 hours straight time x $40.00 per hour	=	$320.00
2 hours overtime x $60.00 per hour	=	$120.00
		$440.00

THREE-SHIFT SCHEDULE EXAMPLE

(Three (3) Eight (8) hour shifts are used as an example with one-half (½) over-lap between shifts)

First Shift - Eight (8) hours work for eight (8) hours pay:

Hours:	8:00 AM to Noon	=	4 hours		
(Lunch)	Noon to 12:30 PM	=	0 hours		
	12:30 PM to 4:30 PM	=	4 hours		
	Total hours worked		8 hours (8 hours pay)	=	$320.00

Second Shift - Eight (8) hours work for eight (8) hours pay:

Hours:	4:00 PM to 8:00 PM	=	4 hours		
(Lunch)	8:00 PM to 8:30 PM	=	0 hours		
	8:30 PM to 12:30 AM	=	4 hours		
	Total hours worked		8 hours (8 hours pay)	=	$320.00
	Shift additive of 10% per hour for all hours			=	$ 32.00
	Total remuneration for second (2nd) shift			=	$352.00

Third Shift - Eight (8) hours work for eight (8) hours pay:

Hours:	12:00 AM to 4:00 AM	=	4 hours		
(Lunch)	4:00 AM to 4:30 AM	=	0 hours		
	4:30 AM to 8:30 AM	=	4 hours		
	Total hours worked		8 hours (8 hour pay)	=	$320.00
	Shift additive of $ 10% per hour for all hours			=	$ 32.00
	Total remuneration for third (3rd) shift			=	$352.00

TWO- SHIFT SCHEDULE EXAMPLE

(Two (2) Twelve (12) hour shifts are used as an example)

First Shift - Eight (8) hours work for eight (8) hours pay:

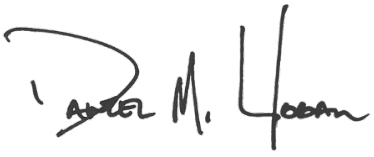
Hours:	8:00 AM to Noon	=	4 hours		
(Lunch)	Noon to 12:30 PM	=	0 hours		
	12:30 PM to 4:30 PM	=	4 hours		
	Total s/t hours worked		8 hours (8 hours pay)	=	$320.00
(Overtime) *	4:30 PM to 6:30 PM	=	2 hours		
Meal break *	6:30 PM to 7:00 PM	=	0 hours		
(Overtime)	7:00 PM to 8:00 PM	=	1 hour		
	Three (3) hours at time and one-half			=	$180.00
	Total remuneration for first (1st) shift			=	$ 500.00

Second Shift - Eight (8) hours work for eight (8) hours pay:

Hours:	8:00 PM to Midnight	=	4 hours		
(Lunch)	Midnight to 12:30 AM	=	0 hours		
	12:30 AM to 4:30 AM	=	4 hours		
	Total s/t hours worked		8 hours (8 hours pay)	=	$320.00
(Overtime) *	4:30 AM to 6:30 AM	=	2 hours		
Meal break *	6:30 AM to 7:00 AM	=	0 hours		
(Overtime)	7:00 AM to 8:00 AM	=	1 hours		
	Three (3) hours at time and one-half			=	$180.00
	Shift Additives:				
	8:00 PM to 4:30 AM				
	Eight (8) hours (8 hours + 10%/hour)		=	$32.00	
(Overtime) *	4:30 AM to 8:00 AM				
	Three (3) hours (excludes ½ hour second (2nd) meal break)				
	(3 hours + 10%/hour @ at time and one-half)		=	$18.00	
	Total remuneration for second (2nd) shift			=	$550.00

* See Bulletin No. XV-10 for Clarification on Application of Second (2nd) Meal breaks
* Please be advised that for New Construction, all time beyond ten (10) hours shall be paid at double (2x) the straight-time rate, provided such provision is in the applicable local labor agreement

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 11-14-97
NMAPC Meeting of 9-15-89
NMAPC Meeting of 9-14-81
NMAPC Meeting of 8-28-81
NMAPC Meeting of 11-2-77
NMAPC Meeting of 7-20-77
NMAPC Meeting of 4-28-77
NMAPC Meeting of 6-27-74
NMAPC Meeting of 9-12-73
NMAPC Meeting of 5-16-73
NMAPC Meeting of 2-10-73
NMAPC Meeting of 6-21-72

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. XV – 2 * National Construction and Maintenance Agreement

Subject: Article XV – Work Hours Per Day

Application of Shift Additives

In certain local collective bargaining agreements, "shift additives" differ from those contained in the National Construction and Maintenance Agreement (NCMA). The question posed to the National Construction and Maintenance Agreement Policy Committee (NCMAPC), is which prevails, the provisions relating to "shift additives" under the NCMA or those in the local collective bargaining agreement.

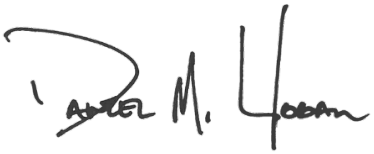
Conclusion

The Committee determined that the shift provisions contained in the National Construction and Maintenance Agreement supersedes those contained in local collective bargaining agreements. The Committee agreed to clarify the question of "shift additives" as follows:

On three (3), eight (8) hour shifts, the first (1st) shift does not provide for an additive, the second (2nd) shift provides for a per hour shift additive equal to ten percent (10%) of the employee's hourly wage, and the third (3rd) shift provides for a per hour shift additive equal to ten percent (10%) of the employee's hourly wage . However, whenever one (1) of the three (3), eight (8) hour shifts goes on overtime, then the shift additive which was paid for that particular shift will continue. Regardless of where the shift starts or ends, an additive of 10% of the applicable hourly ratewill be paid for the second (2nd) shift, and an additive of 10% of the applicable hourly rate will be paid for the third (3rd) shift.

In the case of two (2) shifts, i.e., two (2), ten (10) hour shifts or two (2), twelve (12) hour shifts, all shift additives will follow the shift.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 9-8-89
NMAPC Meeting of 5-11-78

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. XV – 3 * National Construction and Maintenance Agreement

Subject: Article XV – Work Hours Per Day

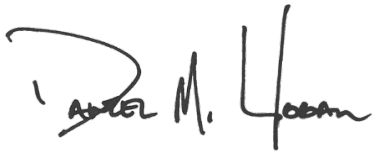
Organized Breaks

The question was raised regarding organized breaks and that the Employer is a party to the National Construction and Maintenance Agreement (NCMA) and "by virtue thereof" is required to recognize the local union's collective bargaining agreement.

Conclusion

The Committee determined that there are no organized breaks provided for under the terms of the NCMA. While Employers may concede a break, it must be understood that such "breaks" are subject to the reasonable rules of the company. The Committee also reaffirmed that the NCMA is a stand alone agreement and none of the provisions in any local, regional, area or national labor agreement shall apply, unless specifically incorporated in the Agreement.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 9-8-89
NMAPC Meeting of 5-11-78

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. XV – 4 * National Construction and Maintenance Agreement

Subject: Article XV – Work Hours Per Day

Shift Additives Payable on Single Shifts

Whether shift additives are payable on single shifts worked outside the standard work day and whether shift additives are payable on Saturday, Sunday and Holiday overtime.

Conclusion

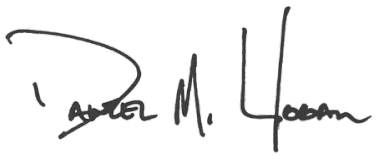
After reviewing the question thoroughly, the Committee determined that when single shifts are worked outside the standard work day, such shifts shall be treated as second (2nd) or third (3rd) shifts, based on whichever time frame the majority of straight-time hours fall in.

Example

If the majority of straight-time hours on such a shift falls within the 4:00 PM to 12:30 AM, time frame, then for the purpose of payment, this would be regarded the same as a second (2nd) shift. Likewise, if the majority of straight-time hours falls within the 12:00 AM to 8:30 AM, time frame, this would be regarded the same as a third (3rd) shift.

Accordingly, shift additives are payable on overtime shifts performed on Saturdays, Sundays and Holidays, the same as shifts worked during the standard work week.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 8-30-90
NMAPC Meeting of 9-8-89
NMAPC Meeting of 5-11-78

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Arlington, Virginia 22203
Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. XV – 5 * National Construction and Maintenance Agreement

Subject: Article XV – Work Hours Per Day

"Pick-Up" Time and "Early Quits"

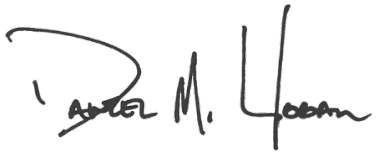
The issue of "pick-up" time and "early quits" was brought to the attention of the Committee by both Employers and Customers for clarification.

Conclusion

The Committee acknowledged industry practice and the propriety of granting sufficient time for pick-up time, clean-up time, busing and riding time. However, the Employer shall determine the necessary pick-up time or clean-up time required to get the employees into the parking lot by quitting time. Busing and riding time are addressed under Article XVI.

The Committee further concluded that non-productive time is contrary to the spirit and intent of the National Construction and Maintenance Agreement, and could, in effect, jeopardize the relationship between the Union, the Employer and the Customer.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 11-09-00
NMAPC Meeting of 9-8-89
NMAPC Meeting of 3-5-81

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. XV – 6 * National Construction and Maintenance Agreement

Subject: Article XV – Work Hours Per Day

Determining When Overtime is Payable Due to Change in Starting Times

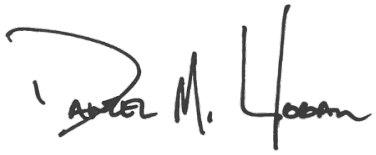
The Committee was requested to determine whether overtime is payable on Saturday from 6:00 AM, at the rate of time and one-half and on Sunday from 6:00 AM, at the rate of double-time.

Conclusion

Inasmuch as the parties mutually agreed to the 6:00 AM, starting time, the standard work day automatically begins at 6:00 AM, to 6:00 AM, and continues on a twenty-four (24) hour time frame from 6:00 AM, to 6:00 AM. Accordingly, shifts worked from 6:00 AM., on Friday until 6:00 AM, on Saturday shall be paid at the straight time rate of pay, overtime extending from such shifts notwithstanding. Time worked from 6:00 AM, on Saturday until 6:00 AM, on Sunday shall be paid at time and one-half (1 ½) the straight time rate of pay. Likewise, time worked from 6:00 AM, on Sunday until 6:00 AM, on Monday shall be paid at double the straight time rate of pay.

However, the Employer may direct essential employees to report to work, up to one (1) hour prior to the established start time on Monday, and shall be compensated at the overtime rate of time and one-half (1 ½). Likewise essential employees who are directed to report to work, up to one (1) hour prior to the established start time on Sunday shall be compensated at the Sunday overtime rate, not to exceed double time.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 9-8-89
NMAPC Meeting of 6-11-81

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. XV – 7 * National Construction and Maintenance Agreement

Subject: Article XV – Work Hours Per Day

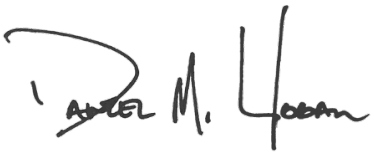
Establishing Starting Times

A question was raised regarding establishing a starting time different than that provided under the terms of the National Construction and Maintenance Agreement (NCMA).

Conclusion

The Committee determined that the Employer may establish a starting time different than that provided for in the NCMA. However, once the starting time has been established, it can only be changed in accordance with Article XV, Section 6 in such circumstances. The parties are reminded that the Committee recognizes the Customer's request to introduce shifts at times different from those provided in the NCMA.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 8-26-99
NMAPC Meeting of 5-21-98
NMAPC Meeting of 11-14-97
NMAPC Meeting of 2-29-96
NMAPC Meeting of 9-8-89
NMAPC Meeting of 6-12-81

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

Bulletin No. XV – 8 * National Construction and Maintenance Agreement

Subject: Article XV – Work Hours Per Day

Establishment of Work Break Requirements for Maintenance Work

The Committee has been requested by Owners, Employers and building trades councils to review situations where it is necessary to utilize employees from previous shifts in order to complete a maintenance task within a twenty-four (24) hour time period.

In such situations, the employee is required to complete the normal work shift, and then continue with the task at hand on an overtime basis.

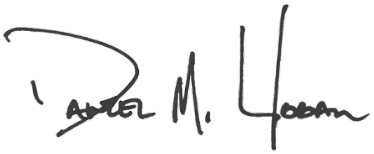
Conclusion

When an employee works through **two (2) consecutive shifts** they shall be paid the appropriate overtime rate for the hours he/she works until he/she receives a shift break of a minimum of seven (7) hours prior to commencing work on the employee's normally established shift.

If an employee cannot receive a seven (7) hour work break prior to reporting for the normal established shift, then the Employer may instruct the employee to report to work at a time that satisfies the seven (7) hour work break requirement. In these instances, the employee would not be penalized for lost wages due to working an abbreviated shift.

Pursuant to Article XV, Section 5, all time worked beyond twelve (12) hours in a single day shall be paid at double (2x) the straight-time rate of pay, provided such provision is in the local labor agreement.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 1-17-05
NMAPC Meeting of 2-29-96
NMAPC Meeting of 9-8-89
NMAPC Meeting of 6-12-81

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Daniel M. Hogan

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

Bulletin No. XV – 9 * National Construction and Maintenance Agreement

Subject: Article XV – Work Hours Per Day

Proper Remuneration for Second (2nd) and Third (3rd) Shifts

The question was raised as to the proper payment of wages for employees engaged on the second (2nd) or third (3rd) shift when said employees report tardy for work and/or leave the project before the completion of the regularly scheduled shift.

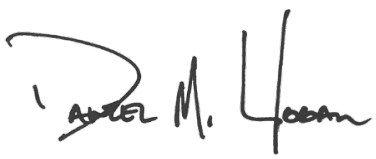
Conclusion

In such instances, the Employer will compensate the employee for the full eight (8) hours pay, including the appropriate shift additive, less those hours not worked.

EXAMPLE: 2nd shift – Work eight (8) hours, paid for eight (8) hours, including the applicable shift additive, and employee reports two (2) hours late for work.

Eight (8) hours pay, plus 10% per hour at the journeyman rate of $40.00 per hour	-	$352.00
Less: two (2) hours pay @ $40.00 per hour, plus 10% per hour for those hours reporting late	-	($88.00)
Proper pay for abbreviated shift	-	$264.00

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 9-8-89

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Daniel M. Hogan

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

Bulletin No. XV – 10 * National Construction and Maintenance Agreement

Subject: Article XV – Work Hours Per Day

Clarification of Application of Second Meal-Breaks

The question of application of second meal-breaks has been reviewed by the National Construction and Maintenance Agreement Policy Committee, Inc., and the following clarification is to be applied to Bulletin No. XV – 1 * Model Rate/Shift Schedule.

Conclusion

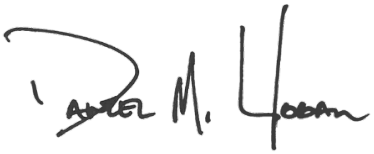
In cases when shifts are required for employees to be continuously at work for more than ten (10) hours, the Employer shall schedule a second (2nd) * meal-break effective upon the start of the ** third (3rd) overtime hour. Subsequent * meal-breaks shall be scheduled each four (4) hours thereafter. * * *

* Second (2nd) and subsequent meal-breaks are unpaid unless the applicable local collective bargaining agreement provides for same.

** The intent is to be allowed to eat after ten (10) hours of work on the first (1st) shift and second (2nd) shift, starting with the eleventh (11th) hour of pay for both shifts.

*** If the applicable local collective bargaining agreement provides for a paid second meal break and employees are required to work through a second (2nd) paid meal-break, one-half (½) hour at the applicable overtime rate shall be added to the actual hours worked at the completion of the shift.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 11-14-97
NMAPC Meeting of 09-08-89

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. XV – 11 * National Construction and Maintenance Agreement

Subject: Article XV – Work Hours Per Day

Clarification of Application of Second Meal-Breaks for Craft Supervision

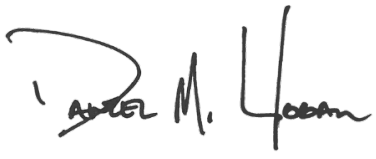
The Committee was requested to review and clarify National Construction and Maintenance Agreement Policy Committee (NCMAPC) Bulletin No. XV – 10 concerning the application of the second (2nd) meal break to craft supervision (i.e., foreman and/or general foreman) who are brought in one-half (½) hour prior to the start of a ten (10) hour shift and/or stay one-half (½) hour after the end of the shift.

Conclusion

The Committee reviewed and considered the scenario of work being performed on a ten (10) hour shift basis where craft supervision is requested to report one-half (½) hour prior to and/or stay one-half (½) hour after the end of the shift for purposes of the shift turnover and to work with the employer in planning the work. The Committee determined that the overlapping of supervision under these circumstances does not change or alter the established shift and therefore, NCMAPC Bulletin No. XV – 10 would **not** be applicable.

However, when the crew is required to report prior to and/or stay after the end of the normal ten (10) hour shift and craft supervision is required to be present in order to supervise the crew, the second (2nd) meal break as provided for in the NCMAPC Bulletin No. XV – 10 would be applicable for both the craft supervision and the rest of the crew under these circumstances.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 8-24-05

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Daniel M. Hogan

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

Bulletin No. XV – 12 * National Construction and Maintenance Agreement

Subject: Article XV – Work Hours Per Day

Proper Payment for Working Through and Changing the Regularly Established Lunch Period

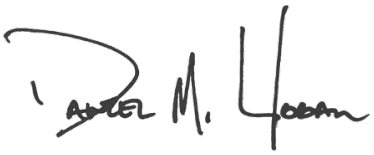
The Committee was requested to review and clarify proper remuneration for instances where an employee is required to work through the regularly established lunch period, as outlined in Article XV, Sections 1, 2, 9, and 9.a of the National Construction and Maintenance Agreement.

Conclusion

The Committee determined that when an employee is required to work through the regularly established lunch period, the employee shall be paid at the applicable overtime rate.

Further, a lunch period shall be provided for said employee as soon as possible, and will be considered as time worked.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 8-30-90

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. XV – 13 * National Construction and Maintenance Agreement

Subject: Article XV – Work Hours Per Day

Proper Remuneration for "Split Shifts"

The Committee considered a situation wherein an employee was requested to work three (3) hours into the regularly established shift starting at 7:00 AM, and completing at 10:00 AM. The employee was then sent home and required to return at 11:00 PM on a newly established shift within the same twenty-four (24) hour time frame. The Committee was requested to determine the proper remuneration for this employee's hours worked during this twenty-four (24) hour period.

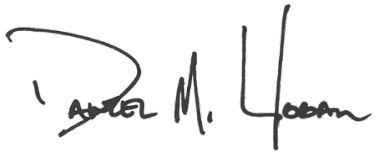
Conclusion

The Committee determined that consistent with Article XII, the employee would be paid a minimum two (2) hours or the actual time worked for the abbreviated established shift. Further, consistent with Article XV, Section 3 all time worked before and after the established work day and within the twenty-four (24) hour time frame should be paid at the applicable overtime rate.

It is understood that if this employee is required to report for work on subsequent shifts, then Bulletin No. XV - 1 is applicable.

Also, refer to Bulletin No. XV - 9, Proper Remuneration for Second (2nd) and Third (3rd) Shifts.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 8-30-90

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Daniel M. Hogan

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

Bulletin No. XV – 14 * National Construction and Maintenance Agreement

Subject: Article XV – Work Hours Per Day

Determining the FIRST Shift in Multiple Shift Operations

The following should be used as a guide when multiple shift operations are required, and the first (1st) established shift starts at times different than shifts outlined in Article XV, Section 1 of the National Construction and Maintenance Agreement (NCMA).

Conclusion

In multiple shift operations (two (2) or three (3) shifts) the first (1st) shift will be the shift having the majority of straight-time hours within the normal work day schedule (8:00 AM – 4:30 PM).

In those unusual situations, where the equal amount of straight-time hours are split between two (2) shifts, then the first (1st) shift shall be determined by the shift with a starting time closest to the regular starting time (8:00 AM) outlined in Article XV, Section 2 of the NCMA.

EXAMPLE: Two (2) shift operation, twelve (12) hour shifts.
Shift start, one (1) shift – 12:30 PM (1st Shift)
Shift start, other shift – 1:00 AM (2nd Shift)

The shift with the 12:30 PM starting time will establish the first (1st) shift, because the starting time is closest to the regular starting time of 8:00 AM, as outlined in Article XV, Section 1 of the NCMA.

Daniel M. Hogan
Impartial Secretary/CEO

October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 8-30-90

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Daniel M. Hogan

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

Bulletin No. XV – 15 * National Construction and Maintenance Agreement

Subject: Article XV – Work Hours Per Day

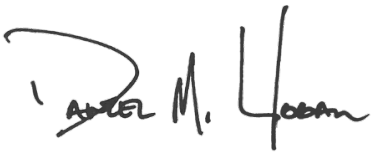
Inclusion of Shift Additives in Gross Wages When Calculating Fringe Benefit Contributions

The Committee was requested to address the inclusion of shift additives in gross wages when calculating fringe benefit contributions that are based on a percentage of gross wages.

Conclusion

Since shift additives have been determined by the Solicitor, U. S. Department of Labor, to be part of wages and subject to applicable overtime provisions, they must be included as part of gross wages for the purpose of calculating fringe benefit contributions that are determined by using a percentage of gross wages, exceptions being provided by appropriate trust documents.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 9-14-93

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Daniel M. Hogan

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

Bulletin No. XV – 16 * National Construction and Maintenance Agreement

Subject: Article XV – Work Hours Per Day

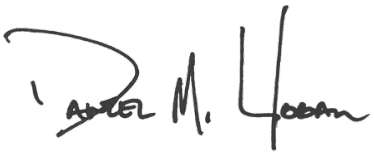
Proper Compensation For Time Lost to Visit Contractor's Physician

The Committee was requested to determine the proper compensation of pay due an employee sent to the company physician because of a job related injury, and for follow-up visitations required by the physician.

Conclusion

The Committee has determined that the Employer must compensate the injured employee for all scheduled work hours lost for the remainder of the employee's scheduled shift. Likewise, the injured employee will be compensated for all scheduled work hours lost for follow-up visitations that are required by the company physician.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 3-31-97
NMAPC Meeting of 1-14-97
NMAPC Meeting of 11-20-96

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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. XV – 17 * National Construction and Maintenance Agreement

Subject: Article XV – Work Hours Per Day

Appropriate Overtime Rate

The Committee was requested to clarify Article XV, Section 3 of the National Construction and Maintenance Agreement (NCMA).

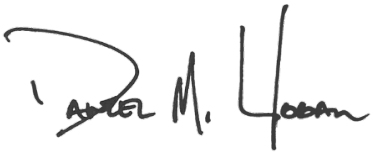
Conclusion

The National Construction and Maintenance Agreement Policy Committee, Inc. has determined that the normal work day consists of a twenty-four (24) hour period commencing with the start of the day shift and running for twenty-four (24) hours hence. Under the terms of the NCMA, "**the appropriate overtime rate",** Monday through Friday is time and one-half (1 ½). Work starting before the established start of the Monday shift (i.e. 8:00 AM) shall be paid at the Sunday overtime rate, not to exceed double time.

However, the Employer may direct essential employees to report to work, up to one (1) hour prior to the established start time on Monday, and shall be compensated at the overtime rate of time and one-half (1 ½). Likewise essential employees who are directed to report to work, up to one (1) hour prior to the established start time on Sunday shall be compensated at the Sunday overtime rate, not to exceed double time.

See Bulletin Nos. XV – 1 and XV – 6 for references.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
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NMAPC Meeting of 6-17-11
NMAPC Meeting of 8-26-99
NMAPC Meeting of 1-14-97
NMAPC Meeting of 11-20-96

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. XV – 18 * National Construction and Maintenance Agreement

Subject: Article XV – Work Hours Per Day

Scheduled Days Off

In certain instances, industrial facilities shut down production operations for extended periods which affect maintenance projects being performed under the terms of the National Construction and Maintenance Agreement. The Committee was requested to consider a policy for those instances when an Owner shuts down maintenance projects or portions of maintenance projects by withholding work orders from the affected Employers.

Conclusion

When such occasions are present, the Employer is required to make scheduled days off known to all employees by publishing them as part of the project rules and regulations.

It has been an accepted policy by the National Construction and Maintenance Agreement Policy Committee, Inc., that the client (Owner) may shut a portion or the entire facility down with regard to outside contracting when observing scheduled days off.

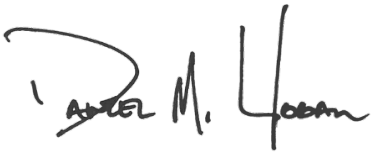
If the Owner withholds work orders from the Employer performing maintenance within the plant, and all or a portion of Employer's employees are required not to work that day, the Employer will not be penalized for hours not worked and out of his control. The Employer will also provide the affected local union with advance notification, when these situations occur.

When an Owner/Client withholds work orders from the Employer on normal work days due to scheduled days off that are recognized by Owner employees, and on those days when maintenance projects are shut down, these days shall be considered as scheduled days off.

If a portion of the Employer's employees are scheduled to work on these "scheduled days off," they shall be paid the normal rate of pay for these days consistent with Article XV.

Recognized scheduled days off shall be published and reviewed during the pre-job conference by the Employer.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 1-20-98
NMAPC Meeting of 1-14-97
NMAPC Meeting of 11-20-96

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Daniel M. Hogan

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

Bulletin No. XV – 19 * National Construction and Maintenance Agreement

Subject: Article XV – Work Hours Per Day

Proper Compensation for an Abbreviated Work Day (A One Day Job)

The Committee was requested to determine the appropriate hours and wages for **new hires** that are referred to and employed on a maintenance project.

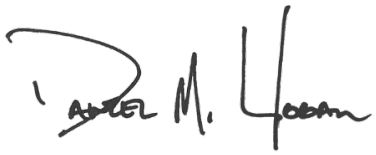
The assigned work task is then completed in less than eight (8) hours and the employee is laid-off.

Conclusion

The Committee reviewed past communications and discussions relative to such instances and determined that consistent with past policy, it is expected that when a **new employee** is initially hired and reports for work on a maintenance project it is expected that there will be eight (8) hours of work available, and the employee shall be compensated on this basis on a one day job.

The policy applies only to **new hires.** The intent of this policy does not apply to Article XII, Sections 1, 2a and 2b.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 10-26-06
NMAPC Meeting of 3-31-97
NMAPC Meeting of 1-14-97

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Daniel M. Hogan

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

Bulletin No. XV – 20 * National Construction and Maintenance Agreement

Subject: Article XV – Work Hours Per Day

4-10's Flexible Schedule Interpretations

Since it has been historically understood that the interpretive Questions and Answers associated with 4-10's flexible work week arrangements carry the same weight as a National Construction and Maintenance Agreement Policy Committee (NCMAPC) Bulletin for work performed under the National Construction and Maintenance Agreement (NCMA), the question was raised as to whether the 4-10's Questions and Answers should be incorporated into the NCMAPC Book of Decisions.

Conclusion

The Committee determined that since the 4-10's Questions and Answers carry the same weight as an NCMAPC Bulletin they should be incorporated into the NCMAPC Book of Decisions.

QUESTIONS AND ANSWERS REGARDING THE APPLICATION OF A FOUR (4) DAY WORK WEEK, TEN (10) HOURS PER SHIFT SCHEDULE

1. **Is there a minimum duration for the implementation of a four (4) day workweek, ten (10) hours per shift schedule?**

ANSWER: Yes – the Committee has determined that two (2) consecutive workweeks are the minimum. (NMAPC Meeting of 11/21/96)

2. **Must the four (4) day workweek, ten (10) hours per shift schedule be used for the entire project?**

ANSWER: No – this is just another interim shift arrangement and may be utilized in conjunction with other shifts, which may be implemented during the same time on other separate work scope tasks. (Note: This answer is based on the understanding that one or more contractors may be implementing the different shift arrangements.) (NMAPC Meeting of 11/21/96)

3. **If during the four (4) day work week, ten (10) hours per shift schedule, the crew is rained out or a holiday is encountered, what is the proper rate of pay for the top hourly craft supervisor? Does the individual get the "guaranteed forty (40) hours" provision?**

ANSWER: Yes, the individual receives forty (40) straight time hours of pay between Monday and Thursday. (NMAPC Meeting of 11/21/96)

4. **If, during this same week, a rain out or holiday is encountered, and there is a make-up day scheduled, what is the appropriate rate of pay for the top hourly craft supervisor for working that make-up day?**

ANSWER: The top hourly craft supervisor will receive the appropriate rate of pay for all hours in excess of forty (40) straight time hours paid. (NMAPC Meeting of 11/21/96)

5. **If, during this same week, a rain out or holiday is encountered, and there is a make-up day scheduled, what is the appropriate rate of pay for Operating Engineer employees that are provided a guaranteed forty (40) hour work week pursuant to Article VIII, Section 3 of the NCMA when working that make-up day?**

ANSWER: Operating Engineer employees that are provided a guaranteed forty (40) hour work week pursuant to the NCMA will receive the appropriate rate of pay for all hours in excess of forty (40) straight time hours paid. (NMAPC Meeting of 10/25/12)

6. **Can two (2) employers working on the same project, utilize different shift arrangements?**

ANSWER: Yes (NMAPC Meeting of 11/21/96)

7. **Can an employer working a four (4) day work week, ten (10) hours per shift schedule, unilaterally change the days involved in the work week? (i.e., Can the employer instruct the employees to report to the project on Tuesday instead of the previously scheduled Monday?)**

ANSWER: No. Monday through Thursday are the only days to be considered as the straight time days to be used for the flexible workweek schedules. Any variations from this would be addressed under Article XXVIII – Addenda to the National Construction and Maintenance Agreement and Article XV – Work Hours Per Day, Sections 9 and 9.a. (NMAPC Meeting of 11/21/96)

8. **Is the employer's payroll week or the calendar workweek to be considered when addressing the overtime in excess of forty (40) hours?**

ANSWER: It is the calendar week. (NMAPC Meeting of 11/12/96)

9. **If an employer changes the <u>scheduled</u> workweek to five (5), six (6), or seven (7) days after a flexible workweek schedule has been implemented, do the provisions of the normal four/ten flexible workweek schedule still apply? (NOTE: This question does not apply to sporadic and unscheduled needs to work five (5), six (6), or seven (7) day workweeks.)**

ANSWER: No, because if the scheduled shift schedule is changed, it ceases to be a flexible workweek schedule as outlined in Article XV, Sections 9 and 9.a. (NMAPC Meeting of 10/27/16)

10. **What should be the requirement for notification to change from a flexible workweek schedule?**

ANSWER: The unions must be provided a minimum notification of at least three (3) calendar days prior to any change in the flexible workweek schedule. (NMAPC Meeting of 11/21/96)

11. When working a four (4) day workweek, ten (10) hours per shift schedule, and there is a need to work sporadic overtime, when should a second meal break be provided?

ANSWER: When employees are required to work beyond ten (10) hours per day, they shall receive an additional lunch break at the start of the eleventh (11th) hour of pay. (NOTE: See NMAPC Bulletin No. XV-10 for clarification on application of second meal breaks.) (NMAPC Meeting of 11/14/97)

12. During a two-shift, four (4) day workweek, ten (10) hours per shift schedule, one shift is rained out while the other shift works that same day. The employer then schedules Friday as a make-up day, what is the proper pay for both shifts?

ANSWER: Employees will be paid at the appropriate overtime rate of pay for all hours worked in excess of forty (40) straight time hours. (NMAPC Meeting of 11/14/97)

13. The employer is working a four (4) day workweek, ten (10) hours per shift schedule, Monday through Thursday. An employee is dispatched to the work site to begin work on a day other than the first day of the workweek (i.e., Tuesday), and is then required to work on Friday. Friday was <u>not</u> a make-up day in this case; rather it was an additional workday scheduled for that week only, and all other building trades craftsmen were compensated at the appropriate overtime rate. If the employee in question works less than forty (40) hours prior to the Friday workday, is the time worked on Friday paid at straight time or at the appropriate overtime rate?

ANSWER: If the employee works on that Friday, the employee will be paid the appropriate overtime rate for all hours worked on the Friday in question. (NMAPC Meeting of 11/14/97)

14. The employer is working a four (4) day workweek, ten (10) hours per shift schedule, Monday through Thursday. The employer schedules Friday as a make-up day due to inclement weather or a holiday falling during the normal workweek. During the same workweek a new employee begins work on a day other than the first day of the workweek (i.e., Wednesday), and works the balance of the week, including Friday. If the employee in question works on the Friday make-up day, what would be the employee's rate of pay?

ANSWER: Since Friday would be considered as a make-up day at straight time for most of the employees, the new employee who began work on Wednesday would also be paid at straight time for work performed on Friday. (NOTE: This assumes that the new employee continues working the following week(s).) (NMAPC Meeting of 11/9-10/00).

15. **The employer is working a four (4) day workweek, ten (10) hours per shift schedule, Monday through Thursday. The employer schedules Friday as a make-up day due to inclement weather or a holiday falling during the normal workweek (i.e. Monday). During the same workweek the employer called in (Ref. NCMA Article XII) several employees on the day that was not going to be worked, and compensates said employees at the appropriate premium-time wage rate. What is the appropriate rate of pay due to the employees that were called in earlier that week for working the Friday make-up day?**

ANSWER: Since the employees that were called-in were compensated at the appropriate premium-time wage rate for all hours that they worked on their scheduled day off, they would be paid at the straight-time rate of pay for work performed on Friday. Hours worked on a call-in should not be considered as work hours accumulated for the purposes of a 4-10's schedule. (NMAPC Meeting of 10/27/16)

16. **The employer is working a four (4) day workweek, ten (10) hours per shift schedule, Monday through Thursday involving approximately 200 craftspeople. The project in question is rained out during the workweek (i.e., Monday) however, the contractor works 50 of the 200 employees on this day and then schedules Friday as a make-up day. What would be the appropriate rate of pay for those employees who work on Friday?**

ANSWER: Recognizing that the inclement weather day involved a partial shutdown of the project, if any of the 50 employees who worked on Monday work on Friday they will be paid at the appropriate overtime rate for all hours worked on that day. Any of the employees that did not work on Monday due to inclement weather and who worked Friday as a make-up day would be paid at straight time for all work performed on this day. (NMAPC Meeting of 11/9-10/00)

17. **When working a four (4) day workweek, ten (10) hours per shift schedule, a craft person is referred out to the project on a day other than the first day of the workweek (i.e., Wednesday). The craft person works ten (10) hours Wednesday, Thursday, Friday (which is a make-up day) and Saturday, an unscheduled workday, at which time they are laid off. What is the appropriate pay?**

ANSWER: Hours worked on a Saturday should not be considered as work hours accumulated for the purposes of a 4-10's schedule. Therefore, since the craft person did not work forty (40) scheduled hours prior to being terminated, as outlined in Article XV, Section 9.c of the National Construction and Maintenance Agreement, the appropriate pay would be eight (8) hours at straight-time and two (2) hours at time and one-half for all hours worked Wednesday through Friday and ten (10) hours at time and one-half for all hours worked on Saturday (NMAPC Meeting of 11/17-18/03).

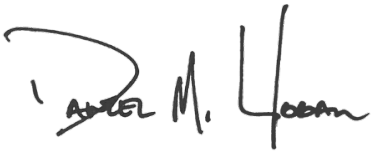
18. **What is the appropriate pay when a project that has been working a four (4) day workweek, ten (10) hours per shift schedule for at least two (2) weeks is completed and the craft personnel is laid-off on a day other than at the completion of the shift on Thursday (or Friday in the instance that Friday is a non-premium make-up day)? For example, craft personnel are laid off the following week on a Tuesday, how should they be paid for Monday and Tuesday?**

ANSWER: Although the final workweek contemplated in this scenario constitutes less than forty (40) hours worked, the appropriate pay would be straight-time for all hours worked up to the time of layoff, excluding any hours worked in excess of ten (10) on any day that week (NMAPC Meeting of 11/17-18/03).

19. What is the appropriate pay for work on a Friday when on a project that has been working a four (4) day workweek, ten (10) hours per shift schedule and one of the days, Monday through Thursday, was not completed due to a circumstance beyond the control of the employer, resulting in less than forty (40) straight-time hours being worked Monday through Thursday?

ANSWER:, Where Friday is worked as a straight time make-up day, a minimum of eight (8) hours must be scheduled on Friday to be utilized as a make-up day. The appropriate pay would be at a rate of straight time for all hours up to forty (40), and all hours worked in excess of forty (40) shall be paid at the appropriate overtime rate. Further, the appropriate pay would be at a rate of straight time for all hours up to forty (40), and all hours worked in excess of forty (40) shall be paid at the appropriate overtime rate (NMAPC Meeting of 4/22/08).

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 10-27-16
NMAPC Meeting of 10-25-12
NMAPC Meeting of 6-17-11
NMAPC Meeting of 4-22-08
NMAPC Meeting of 10-26-06

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
Arlington, Virginia 22203
Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. XV – 21 * National Construction and Maintenance Agreement

Subject: Article XV – Work Hours Per Day

Extended or Short Term Plant Shut Downs

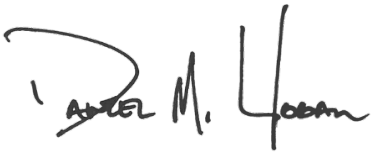
The Committee was requested to provide clarification regarding the planned shutdown of plants/facilities at the direction of Owners. Inquiries involved extended facility shutdowns of three (3) days, or more (i.e., one (1) to two (2) weeks) and short-term shutdowns involving one (1) to two (2) days. In keeping with consistent past practice when such circumstances arise involving work being performed under the National Construction and Maintenance Agreement (NCMA), this office has provided the following guidance:

Conclusion

Extended Plant Shutdowns (Three (3) Days, or More) - Under these circumstances in which no work orders will be issued during these extended periods, it is required that NCMA Employers offer their employees working on such jobs a voluntary layoff, leaving it up to the individual employees to choose whether or not they desire to take such a layoff. The Employer is encouraged to contact the affected business manager/agent regarding action taken. Further, it is recommended that employees sign-off in writing.

Short-Term Facilities Shutdowns (One (1) to Two (2) Days) - Under these circumstances during which time no work orders will be issued by the plants we have advised that, consistent with the National Construction and Maintenance Agreement Policy Committee (NCMAPC) policy of recognizing the ability of plant Owners to shut down their entire facility (see NCMAPC Bulletin No. XV – 18), NCMA Employers should provide ample and timely notification to the local unions that no work orders will be issued by the Owner on these days and no work will be available. However, NCMA Employers are further advised that they are required to compensate their designated general foreman/foreman or top hourly craft supervisor for eight (8) straight hours on these days in accordance with Article XIII - Supervision and NCMAPC Bulletin No. XIII – 1.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 8-25-10

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. XV – 22 * National Construction and Maintenance Agreement

Subject: Article XV – Work Hours Per Day

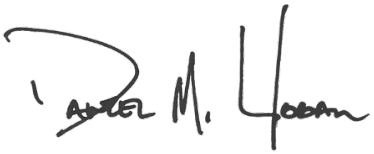
Scheduling of Overtime

The Committee was requested to consider whether scheduled overtime is mandatory for Employer's employees.

Conclusion

The Committee has determined that the scheduling of overtime is the prerogative of the Employer under the provision of Article XXIII – Management Clause. All work schedules which have been approved under the National Construction and Maintenance Agreement may be deemed as appropriate under this Article. All employees are required to report for scheduled overtime. Any discriminatory allegations under Article XXIII shall be subject to the grievance procedure. This Bulletin is not intended to circumvent Local, State or Federal statutes.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 3-31-97
NMAPC Meeting of 1-14-97

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Article XVI – Transportation

Currently no policy decisions under this article

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Article XVII – Safety

Bulletin Number	*Date*	*Description*
XVII - 1	(10-28-26)	*Requirements for Supplying Safety Shoes*
XVII - 2	(10-28-26)	*Proper Compensation for Waiting Time Due to Non-Negative Substance Abuse Test*

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. XVII – 1 * National Construction and Maintenance Agreement

Subject: Article XVII – Safety

Requirements for Supplying Safety Shoes

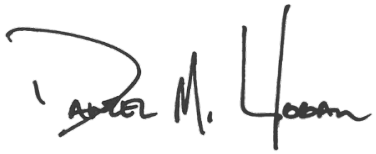
The Committee was requested to determine who is responsible for providing craft workers with safety shoes, when they are required as a condition of employment, for work being performed under the terms of the National Construction and Maintenance Agreement.

Conclusion

The Committee determined that when an Owner's or Employer's, work rules require that employees wear safety shoes on a project as a condition of employment **AND** the applicable local collective bargaining agreement requires that the Employer furnish and pay for safety shoes, then such safety shoes must be furnished and paid for by the Employer. Participants are encouraged to establish databases in order to track and monitor the distribution and receipt of safety shoes to craftspersons.

In addition, the National Construction and Maintenance Agreement Policy Committee, Inc., agrees to retain its right to hear all grievances that might arise regarding alleged abuses of this Bulletin.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 4-22-08

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. XVII – 2 * National Construction and Maintenance Agreement

Subject: Article XVII – Safety

Proper Compensation for Waiting Time Due to Non-Negative Substance Abuse Test

A number of questions have been raised from various parties to the National Construction and Maintenance Agreement relative to the proper compensation, if any, due an employee/applicant whose substance abuse test results are non-negative, and are subsequently determined to be negative after a more sophisticated analysis. The Committee has been asked to determine how the person in question is to be compensated.

Conclusion

The Committee concluded that an employee/applicant who has submitted a specimen for a screen and whose drug test ultimately results in "Current" (Negative, Compliant) status, **shall be compensated** for any time that his/her scheduled shift/shifts worked, while waiting for the final/confirmed result of the drug test, provided:

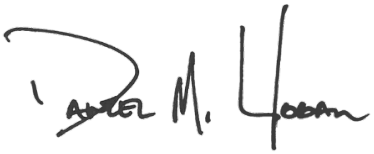
a. The employee/applicant provides accurate contact information to the employer so they can be reached by the Medical Review Officer (MRO);
b. The employee/applicant is available for contact by the MRO between 8 AM and 4 PM; and
c. The employee/applicant provides the MRO with requested information.

Failure by the employee/applicant to comply with the above conditions will result in forfeiture of any waiting pay/allowance.

An employee/applicant whose ultimate substance abuse analysis results in a "Non-Current" (non-negative, out of compliance) **will not be compensated** for any waiting time incurred.

The Committee retains the right to address any grievance alleging misuse of this Bulletin either on behalf of the Employer or the employee.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 6-2-09

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National Construction and Maintenance Agreement

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Article XVIII – Apprentices

Bulletin Number	*Date*	*Description*
XVIII - 1	(10-28-26)	*Lost Pay for Apprentices Attending School or Classes During Regularly Scheduled Working Hours Because of Requirements By Local Joint Apprenticeship Programs*

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. XVIII – 1 * National Construction and Maintenance Agreement

Subject: Article XVIII – Apprentices

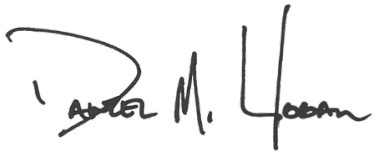
Lost Pay for Apprentices Attending School or Classes During Regularly Scheduled Working Hours Because of Requirements By Local Joint Apprenticeship Programs

The Committee was requested to address lost pay for apprentices who are required by local joint apprenticeship programs to attend school or classes during regularly scheduled working hours.

Conclusion

It is the policy of this Committee that any Employer working under the National Construction and Maintenance Agreement will comply with all local and national apprenticeship standards and rules and regulations established by the joint apprenticeship training committee that are officially recognized by the Industrial Commission of the respective state or the Federal Bureau of Apprenticeship and Training of the United States Department of Labor. In instances for reimbursement of wages lost by apprentices required to attend school or classes, the National Construction and Maintenance Agreement Policy Committee, Inc., agrees to retain its right to hear all grievances that might arise regarding what might be excessive time periods required by such programs.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 6-30-93

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Article XIX – Hiring and Transfer of Craft Workers

Bulletin Number	*Date*	*Description*
XIX - 1	(10-28-26)	*Reverse Layoff Procedures*

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. XIX – 1 * National Construction and Maintenance Agreement

Subject: Article XIX – Hiring and Transfer of Craft Workers

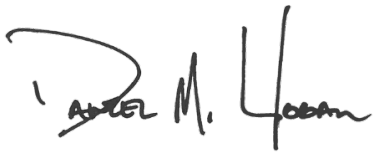
Reverse Layoff Procedures

The Committee was requested to review the issue of "reverse layoff" procedures provided for in the referral provisions of applicable local collective bargaining agreements.

Conclusion

The Committee determined that reverse layoff provisions, even when made part of the hiring hall procedures in applicable local collective bargaining agreements, are inconsistent with the terms of the National Construction and Maintenance Agreement and are therefore not recognized.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 9-14-93

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Article XX – General Savings Clause

Currently no policy decisions under this article

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Article XXI – Crew Size

Currently no policy decisions under this article

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National Construction and Maintenance Agreement

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NCMAPC BOOK OF DECISIONS

Article XXII – Lockout and Work Stoppage

Bulletin Number	*Date*	*Description*
XXII - 1	(10-28-26)	*Expiration of Local Collective Bargaining Agreement*
XXII - 2	(10-28-26)	*Penalty Schedule for Violations of the Lockout and Work Stoppage Provisions*
XXII - 3	(10-28-26)	*Requirements When Owner/Client's In-Plant Employees are on Strike*

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. XXII – 1 * National Construction and Maintenance Agreement

Subject: Article XXII – Lockout and Work Stoppage

Expiration of Local Collective Bargaining Agreement

The Committee was requested to clarify the intent of the "no lockout and no work stoppage" provisions outlined in Article XXII of the National Construction and Maintenance Agreement (NCMA).

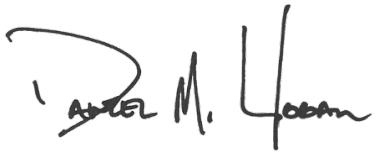
Conclusion

The Committee reaffirmed the intent and the application of the NCMA that when the local collective bargaining agreements expire, all parties should be guided by the following:

> It is specifically agreed when in the event that a local or area agreement expires, the provisions of Article XXII - Lockout and Work Stoppage, will automatically be implemented and remain in effect.

The Committee determined it has been the policy of the National Construction and Maintenance Agreement Policy Committee, that the intent of this language is to allow maintenance work to continue as a benefit to the Owner, yet at the same time have a minimal effect on the local bargaining process.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 9-8-89

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin XXII – 2 * National Construction and Maintenance Agreement

Subject: Article XXII – Lockout and Work Stoppage

Penalty Schedule for Violations of the Lockout and Work Stoppage Provisions

The Committee was requested to strengthen and reinforce the intended application of Article XXII in order to prevent the potential for any lockout or work stoppage under the terms of the National Construction and Maintenance Agreement (NCMA). The Committee recognizes that the overall intent of this Article is to ensure that work performed under the Agreement will not be disrupted for any reason as a result of a violation of this Article. However, the Committee further recognizes that the structure of the NCMA Program and variations in how the Agreement is implemented on a particular project or site, likewise merits varying degrees of addressing any violations that might possibly occur through the application of a more detailed penalty structure.

Conclusion

The Committee reaffirmed that the intent of Article XXII, as it pertains to any work being performed under the terms of the NCMA at a particular location, is for all parties to recognize that "there shall be no lockouts by the Employer and no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Unions or by any employee."

In furtherance of this language, based on the manner in which the NCMA has been implemented or applied to a particular site or project, the Committee determined that a penalty schedule for violations of this Article needed to be implemented. This schedule provides for stronger commitments by the National Construction and Maintenance Agreement Policy Committee (NCMAPC) through the potential assessment of increased penalties based on the acknowledged application of the NCMAPC "Yellow Card" language to a particular site or project.

In the event that the NCMAPC Administrative Office is advised, in writing, that a work stoppage or lockout exists, a hearing will be scheduled, within twenty-four (24) hours of receipt of the formal notification, in Washington, D.C. The purpose of the hearing is to determine whether or not a violation of Article XXII has occurred. If the permanent Arbitrator determines that a violation has occurred and the work in question has been formally approved as NCMAPC "Yellow Card" work the following penalties will be imposed:

1. **Yellow Card Sites** - If the permanent Arbitrator finds the Union in violation of Article XXII, the Union and/or local union shall pay the sum of twenty-five thousand dollars ($25,000.00) in liquidated damages and an additional fifty thousand dollars ($50,000.00) per shift for each shift thereafter on which the employees have not returned to work. In this instance, the penalties will be assessed retroactively to the first shift and paid to the Owner.

If the permanent Arbitrator finds the Employer in violation of Article XXII on a "Yellow Card" site, the Employer shall pay the sum of twenty-five thousand dollars ($25,000.00) in liquidated damages and an additional fifty thousand dollars ($50,000.00) per shift for each shift thereafter on which the Employer continues to illegally lockout its employees. In this instance, the penalties will be assessed retroactively to the first shift and paid to the International Union.

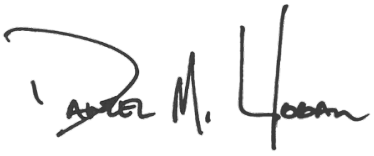
2. **Yellow Card Projects** - Under this scenario, if the permanent Arbitrator finds the Union in violation of Article XXII, the Union and/or local union shall pay the sum of twenty-five thousand dollars ($25,000.00) in liquidated damages and an additional twenty-five thousand dollars ($25,000.00) per shift for each shift thereafter on which the employees have not returned to work. In this instance, the penalties will be assessed retroactively to the first shift and paid to the Owner, Construction Manager or Employer, depending on who requested the project to be designated as a "Yellow Card" project.

If the permanent Arbitrator finds the Employer in violation of Article XXII on a "Yellow Card" project, the Employer shall pay the sum of twenty-five thousand dollars ($25,000.00) in liquidated damages and an additional twenty-five thousand dollars ($25,000.00) per shift for each shift thereafter on which the Employer continues to illegally lockout its employees. In this instance, the penalties will be assessed retroactively to the first shift and paid to the International Union.

It should be noted that more than one Union and/or Employer might be involved under these circumstances, however; penalties will be assessed against the Union and/or Employer individually, not collectively.

It should be further noted, that those sites/projects that do carry the "Yellow Card" designation remain subject to the language and procedures contained in Article XXII of the National Construction and Maintenance Agreement.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 5-19-04

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin XXII – 3 * National Construction and 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 National Construction and Maintenance Agreement (NCMA) 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 NCMA, the Employers and the Unions, to ensure that no disruptive activities will be tolerated involving said parties for work performed under the NCMA Program. However, in order to invoke Article XXII in situations where an Owner/Client who has work being performed under the NCMA 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 NCMA contractor(s) to continue to perform the work assigned under the NCMA, **the following procedure is required**:

1. The National Construction and Maintenance Agreement Policy Committee (NCMAPC) 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 NCMA 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 NCMA 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.

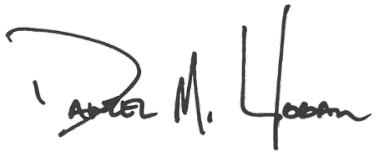
3. The NCMA contractors and their craft(s) shall instruct their employees (members) to use only the neutral gate to ingress and egress their work sites.

4. It is further required and understood that NCMA 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 NCMA contractor file a formal notification of an alleged violation of Article XXII with the NCMAPC, and safe ingress and egress via a neutral gate has not been provided to the NCMA contractor(s) and its craft(s) employees, the NCMAPC 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 NCMA 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 NCMA 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 NCMA can fulfill the commitments espoused in the Agreement.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 7-15-20

NCMA
National Construction and Maintenance Agreement

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Article XXIII – Management Clause

Currently no policy decisions under this article

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Article XXIV – Partnering

Bulletin Number	*Date*	*Description*
XXIV - 1	(10-28-26)	*Codes/Standards of Excellence*

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
Arlington, Virginia 22203
Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. XXIV – 1 * National Construction and Maintenance Agreement

Subject: Article XXIV – Partnering

Codes/Standards of Excellence

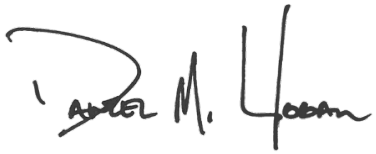
The Committee was requested to provide its position on Codes/Standards of Excellence programs that have been established by National Construction and Maintenance Agreement Policy Committee (NCMAPC) participating International Unions.

Conclusion

The Committee concluded that established International Union Codes/Standards of Excellence programs, whose spirit and intent embodies that of the NCMAPC, shall be recognized and applicable for work performed under the National Construction and Maintenance Agreement Program by the respective affiliated Local Unions of the International Unions. The NCMAPC recognizes the stand alone nature of each International Union's respective Codes/Standards of Excellence programs.

Codes/Standards of Excellence programs may be accessed for reference via the NCMAPC website. (www.ncmapc.org)

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 10-24-13

NCMA
National Construction and Maintenance Agreement

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NCMAPC BOOK OF DECISIONS

Article XXV – Welding Certification

Currently no policy decisions under this article

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Article XXVI – Reporting Requirement - Administrative Fees

Bulletin Number	*Date*	*Description*
XXVI - 1	(10-28-26)	*Unreported Work Hours Compliance Procedure*

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
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Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. XXVI – 1 * National Construction and Maintenance Agreement

Subject: Article XXVI – Reporting Requirements / Administrative Fees

Unreported Work Hours Compliance Procedure

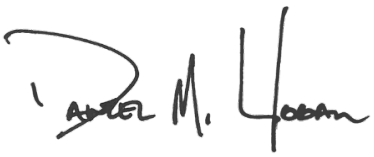
The Committee has determined to take action regarding a contractor's failure to report work hours under the National Construction and Maintenance Agreement (NCMA) as required under NCMA Article XXVI – Reporting Requirements / Administrative Fees.

Conclusion

All signatory contractors will be audited annually on February 1st by the National Construction and Maintenance Agreement Policy Committee (NCMAPC) Administrative Office to ascertain if NCMA work hours have been reported for each approved Site Extension Request (SER) from the previous calendar year (January 1st – December 31st). Any contractor found to have outstanding SERs, where no action has been taken to report work hours, will receive an automated e-mail that will provide notification of the violation and an advisement to report work hours by the end of February.

On March 1st of each year, contractors with outstanding SERs from the previous calendar year will be prohibited from requesting new SERs until corrective action is taken to report work hours on all outstanding SERs. An automated e-mail notification regarding such will be issued to the contractors' Primary Contact and any other employee that submitted an SER during the previous calendar year, and will outline all outstanding SERs. In addition, all delinquent contractors will have their ncmapc.org landing page updated with a message informing them of their delinquent status along with information on how to remedy the situation. . Once a contractor reports work hours on all outstanding SERs they will be reinstated with full SER and signatory request access.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 10-31-18

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National Construction and Maintenance Agreement

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Article XXVII – Administrative Procedure

Bulletin Number	*Date*	*Description*
XXVII - 1	(10-28-26)	*Revocation of Approved NCMA Site Extension Requests*
XXVII - 2	(10-28-26)	*National Construction and Maintenance Agreement as a "Stand Alone" Agreement*
XXVII - 3	(10-28-26)	*Site Extension Request(s) (SERs)*
XXVII - 4	(10-28-26)	*Cancellation/Revocation of Approved NCMA Site Extension Requests*
XXVII – 5	(10-28-26)	*Expiration/Invalidation of Approved NCMA Site Extension Requests*

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. XXVII – 1 * National Construction and Maintenance Agreement

Subject: Article XXVII – Administrative Procedure

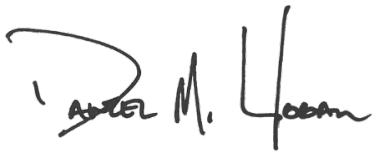
Revocation of Approved NCMA Site Extension Requests

The Committee was requested to review Article XXVII, Section 1, and provide the intent of this Article relative to the termination of approved National Construction and Maintenance Agreement (NCMA) extension requests.

Conclusion

In order to protect the Owner/Client's interest and assure the integrity of the NCMA Program, the Committee determined that the intent of Article XXVII, Section 1 is that when approved, NCMA extension requests may not be revoked prior to the completion of work, except by the mutual consent of the parties.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 8-24-00
NMAPC Meeting of 5-1-98

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin XXVII – 2 * National Construction and Maintenance Agreement

Subject: Article XXVII – Administrative Procedure

National Construction and Maintenance Agreement as a "Stand Alone" Agreement

The Committee was requested to clarify the intent of the language contained in Article XXVII, Section 6 of the National Construction and Maintenance Agreement (NCMA) which provides:

> "This Agreement is a stand alone agreement and none of the provisions of any local, regional, area or national labor agreement shall apply, unless specifically incorporated in this Agreement."

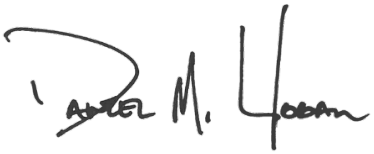
Conclusion

The Committee reaffirmed that as the language states, the NCMA "stands alone," and an Employer is neither required to sign a local, regional, area or national labor agreement, nor obligated to comply with any provision of a local, regional, area or national labor agreement except insofar as provisions of a local, regional, area or national labor agreement are specifically cited and made a part of the NCMA 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 labor agreement. Therefore, the fact that an Employer may be signatory to a local, regional, area or national collective labor agreement as well as the NCMA does not alter the fact that when working under the NCMA the Employer is not obligated to comply with any provision of the local, regional, area or national labor agreement unless specifically incorporated and made a part of the NCMA. Once the International Unions grant an Employer an extension to use the NCMA, the NCMA becomes the applicable agreement for that site only, and any local, regional, area or national labor agreement, which otherwise might apply, does not apply, thus the NCMA "stands alone."

Furthermore, under Article XXVII, Section 5 the only body authorized to interpret and administer the NCMA is the National Construction and Maintenance Agreement Policy Committee, 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 NCMA, apply the terms of the local, regional, area or national labor agreement to an NCMA site or project, or impose fines against an Employer.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 8-24-04

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin XXVII – 3 * National Construction and Maintenance Agreement

Subject: Article XXVII – Administrative Procedure

Site Extension Request(s) (SERs)

The Committee was requested to provide clarification on whether or not a signatory Employer or a participating International Union can invoke the terms and conditions of the National Construction and Maintenance Agreement (NCMA) at a location without the existence of an approved Site Extension Request (SER) between the parties.

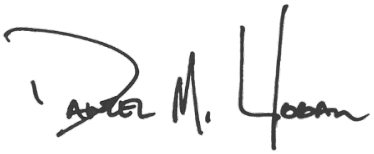
Conclusion

The Committee reaffirmed that in order for the NCMA to be applicable and enforceable, all signatory Employers must have requested and be in possession of an approved Site Extension Request (SER) pursuant to the approval process described in Article XXVII., SERs must be requested and approved for each location that the Employer desires to perform work under the NCMA Program.

Additionally, the Committee acknowledges that the start and end dates identified by the Employer as part of their SER are approximate. As such, Employers are encouraged to request additional SERs at the same location should the work continue beyond the approximate end date of the originally submitted SER.

The Committee also reaffirmed that any signatory Employer performing work under the NCMA Program that subcontracts work to a subcontractor, is responsible for ensuring that all of its subcontractors are in possession of an approved SER prior to any of the subcontractors conducting a pre-job conference and commencing the work on the site in question.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 10-23-14

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. XXVII – 4 * National Construction and Maintenance Agreement

Subject: Article XXVII – Administrative Procedure

Cancellation/Revocation of Approved NCMA Site Extension Requests

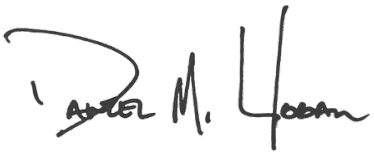
The Committee was requested to provide clarification whether a signatory Employer, or a participating International Union can cancel/revoke a Site Extension Request (SER) that was previously approved under the National Construction and Maintenance Agreement (NCMA) Program.

Conclusion

The Committee acknowledges that it is the responsibility of the Employer to request SERs on a location-by-location basis.

The Committee reaffirmed that to protect the Owner/Client's interest and assure the integrity of the NCMA Program, an approved SER may only be cancelled/revoked by mutual consent of the parties in writing.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 7-21-21

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

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Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. XXVII – 5 * National Construction and Maintenance Agreement

Subject: Article XXVII – Administrative Procedure

Expiration/Invalidation of Approved NCMA Site Extension Requests

The Committee was requested to provide clarification regarding when a previously approved Site Extension Request (SER) expires or ceases to be valid, aside from mutual agreement of the parties as outlined in NCMAPC Policy Decision – Bulletin XXVII – 1 "Revocation of Approved NCMA Site Extension Requests" and NCMAPC Policy Decision – Bulletin XXVII – 4 "Cancellation/Revocation of Approved NCMA Site Extension Requests".

Conclusion

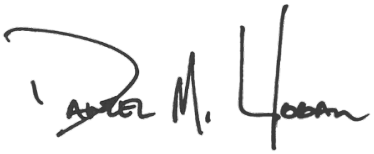
The Committee reaffirmed that an SER must be filed on a location-by-location basis and approved as outlined in NCMA Article XXVII to be considered valid. Further, the Committee reaffirms that the start and end dates identified by the Employer as part of their SER are approximate, as outlined in NCMAPC Policy Decision – Bulletin XXVII– 3 "Site Extension Request(s) (SERs)"

The Committee also clarified the actions or events that would cause a previously approved SER to expire and/or become invalid. Should any of the following criteria be met, the extension shall be considered expired/invalid:

a) The contractor that filed the SER, and all its subcontractors working at the applicable location, are complete with the scope of work identified in the SER.
b) The scope of work requested to be covered in the SER is delayed by the Owner/Client in writing or continues more than 12 months beyond the approximate end date.
c) An SER filed for ongoing or routine maintenance surpasses more than 6 months beyond the approximate end date.

The Committee continues to encourage Employers to request additional SERs at the same location should the work continue beyond the approximate end date of the originally approved SER.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 7-25-24

NCMA
National Construction and Maintenance Agreement

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Article XXVIII – Addenda

Bulletin Number	*Date*	*Description*
XXVIII - 1	(10-28-26)	*Proper Implementation of an Approved Addendum*

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
Arlington, Virginia 22203
Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin XXVIII – 1 * National Construction and Maintenance Agreement

Subject: Article XXVIII – Addenda To National Construction and Maintenance Agreement

Proper Implementation of an Approved Addendum

The Committee was requested to provide clarification as to when an Employer may implement an Addendum once it has been approved by the National Construction and Maintenance Agreement Policy Committee (NCMAPC) at a particular facility.

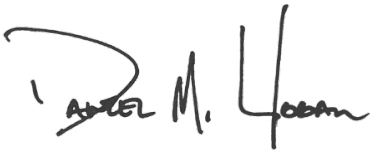
Conclusion

The Committee acknowledges that once an Addendum has been formally approved at a facility by the NCMAPC then it shall be recorded within the NCMAPC's electronic database and made available for all Employers seeking to work under the terms of the National Construction and Maintenance Agreement (NCMA) at the aforementioned facility.

The Committee determined that any Employer seeking to invoke the Addendum must be in possession of a current approved Site Extension Request (SER) that contains the appropriate Addendum approval language. Therefore, Employers that previously requested and are in possession of approved SERs at a facility, prior to an Addendum having been approved by the NCMAPC, must submit new SERs for said facility in order for the Addendum to become effective.

Important Note: The NCMAPC Administrative Office maintains records of all approved Addendums. When an Addendum has been approved at a facility by the NCMAPC the appropriate Addendum language will automatically appear on all future SER requests made by an Employer.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 10-22-15

NCMA
National Construction and Maintenance Agreement

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Article XXIX – Duration of Agreement

Bulletin Number	*Date*	*Description*
XXIX - 1	(10-28-26)	*Termination of National Construction and Maintenance Agreement*

NATIONAL CONSTRUCTION AND MAINTENANCE AGREEMENT POLICY COMMITTEE, INC.

901 N. Glebe Rd., Suite 450
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Phone: (703) 524-3336

Impartial Secretary/CEO
Daniel M. Hogan

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

Bulletin No. XXIX – 1 * National Construction and Maintenance Agreement

Subject: Article XXIX – Duration of Agreement

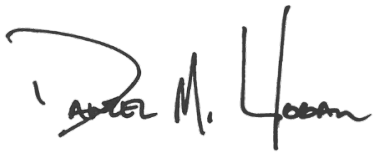
Termination of National Construction and Maintenance Agreement

The Committee was requested to review Article XXIX, Section 1 and provide the intent of this Article relative to the termination of the National Construction and Maintenance Agreement.

Conclusion

In order to protect the Owner/Client's interest and assure the integrity of the NCMAPC Program, the Committee determined that the intent of Article XXIX, Section 1 is that the Agreement may not be terminated prior to the completion of work, except by the mutual consent of the parties.

Daniel M. Hogan
Impartial Secretary/CEO



October 28, 2026

APPROVED
Re: NCMAPC Meeting of 10-28-26
NMAPC Meeting of 6-17-11
NMAPC Meeting of 8-24-00
NMAPC Meeting of 5-21-98



NCMA

National Construction and Maintenance Agreement

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