

NATIONAL CONSTRUCTION AGREEMENT



Bulletin #1

INTERPRETATION #1

Article 3 – Scope of Agreement

It is understood by the parties to the Agreement that the Employer shall recognize the historical fabrication clauses contained in appropriate National Agreements.

Signed:


Co-Chairman


Co-Chairman

Date: Nov 13-02

NATIONAL CONSTRUCTION AGREEMENT




Bulletin #2

INTERPRETATION #2

Article 8 -- Hours of Work

In Section 8-2 which deals with modification to the standard work week, it is the intent of this Agreement that in the event that all crafts cannot agree to a four (4) days per week -- ten (10) hours per day work schedule, a cost effective compatible arrangement will be worked out.

Signed:


Co-Chairman


Co-Chairman

Date: Nov 13-02

NATIONAL CONSTRUCTION AGREEMENT



Bulletin #3

INTERPRETATION #3

Article 8 – Overtime

In Section 8-4, it is understood the overtime provision which states "The first two (2) hours performed in excess of the standard work day Monday through Friday," is intended to apply to any overtime worked of two (2) hours or less duration before or after the regularly scheduled starting or quitting time of the established shift. The two (2) overtime hours or less will be compensated at one and a half (1 ½) times the hourly rate of pay.

Signed:


Co-Chairman


Co-Chairman

Date: Nov 13-02

NATIONAL CONSTRUCTION AGREEMENT



Bulletin #4

INTERPRETATION #4

Article 10 – Wage Scale and Benefits

It is understood that the basis for wage scales and employee benefit contributions as outlined in Appendix A shall be those rates which have been negotiated by the historically recognized bargaining agencies in the local area which has jurisdiction on the proposed project of the Employer.

When the Employer determines that modification of existing economic factors is necessary to be competitive, then the Employer shall propose those economic improvements to the local Unions involved and the International Unions agree to actively support and use the best effort of their office to assist the Employer in an expeditious manner in securing the most competitive position that will enhance a successful award.

Signed:


Co-Chairman


Co-Chairman


Co-Chairman

NATIONAL CONSTRUCTION AGREEMENT



Bulletin #5

INTERPRETATION #5

Article 8 – Hours of Work, Overtime, Shifts & Holidays

Section 8-6: The National Construction Agreement provides for the establishment of shifts when considered necessary by the employer, and that the shift hours and rates for the second shift would be eight (8) hours pay for seven and one half (7 ½) hours worked plus one half hour unpaid lunch period, and for the third shift would eight (8) hours pay for seven (7) hours worked plus one half hour unpaid lunch period.

A clarification on shift rates is as follows:

- Shift premiums are payable on the basis of one half hour for the second shift and one hour for the third shift. This means that any employee who fails to work the full number of shift hours shall be paid for actual time worked plus the one half hour shift premium for the second shift or the one hour shift premium for the third shift.
- It was further agreed that the above understanding, which provides for adding the appropriate shift premiums to the actual hours worked, there is no requirement for calculating a shift rate and overtime is therefore computed with the regular hourly rate for the appropriate overtime pay.

Signed:


Co-Chairman


Co-Chairman

Date: Nov 13-02

NATIONAL CONSTRUCTION AGREEMENT



Bulletin #6

INTERPRETATION #6

Article 8 – Hours of Work, Overtime, Shifts & Holidays

Section 8-6: The National Construction Agreement provides for the establishment of shifts when considered necessary by the employer, and that the shift hours and rates for the second shift would be eight (8) hours pay for seven and one half (7 ½) hours worked plus one half hour unpaid lunch period, and the third shift would be eight (8) hours pay for seven (7) hours worked plus one half hour unpaid lunch period.

The fringe benefit contribution was clarified as follows:

- Shift premiums are payable on the basis of one half hour for the second shift and one hour for the third shift. This means that fringe benefits contributions shall be paid for the full eight (8) hours the second shift if seven and one half (7 ½) hours are worked and the full eight (8) hours on the third shift if seven (7) hours are worked.

Signed:


Co-Chairman


Co-Chairman

Date: Nov 13-02

NATIONAL CONSTRUCTION AGREEMENT



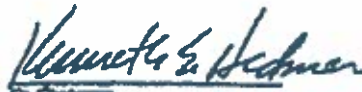
Bulletin #7

INTERPRETATION #7

Article 8 – Hours of Work, Overtime, Shifts & Holidays

Under Section 8-6, it is understood that when an employee works through two (2) consecutive shifts, he shall remain on overtime until he receives a shift break of a minimum of seven (7) hours prior to commencing work on the employee's normally established shift.

Signed:


Co-Chairman


Co-Chairman

Date: Nov 13-02

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Bulletin #8
(Revised April 27, 2016)
November 13, 2002

INTERPRETATION #8

Article 8 – Hours of Work, Overtime, Shifts & Holidays

Section 8-1: "The standard work day shall consist of eight (8) hours of work between 7:00 a.m. and 5:30 p.m., with one half-hour designated as an unpaid period for lunch."

A second lunch break was clarified as follows:

- When employees are required to work more than two (2) hours of overtime on any shift, the employer shall allow one half-hour for a second meal break commencing at the start of the third overtime hour.
- When work is being performed on a ten (10) hour shift basis where craft supervision is required to report one-half (1/2) hour prior to and/or stay one-half (1/2) hour after the end of the shift for purposes of the shift turnover and to work with the employer in planning the work, the overlapping of supervision under these circumstances does not change or alter the established shift; and therefore, no second meal break (paid or unpaid) need be provided for supervision. 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 this Bulletin is applicable for both the craft supervision and the rest of the crew.
- The second meal break shall be considered unpaid, unless the provisions of the applicable collective bargaining agreement provide otherwise. If employees are required to work through the second meal break, they shall be compensated an additional one half hour at the applicable overtime rate.

Signed:

On behalf of the North American
Contractors Association (NACA)


Sean Cherry, Chairman
North American Contractors Association
Date: April 27, 2016

On behalf of North American's Building
Trades Unions (NABTU), AFL-CIO


Brent Booker, Secretary/Treasurer
North America's Building Trades Unions
Date: April 27, 2016

NATIONAL CONSTRUCTION AGREEMENT



Bulletin #9

LETTER OF INTENT

Article 2, Section 2-1

Recognition

If any Union Pension Trust Fund covered by the terms and conditions of this Agreement has not adopted the Construction Industry Exemption authorized by Section 4203(B)(1)(II) of the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. 1383(b)(1)(II), the Employer(s) signatory to this Agreement will not be obligated to hire employees covered by such Fund.

Signed:


On behalf of the North American
Contractors Association


On behalf of the Building &
Construction Trades Department,
AFL-CIO

Date: Nov 13-02

Date: Nov 13-02

NATIONAL CONSTRUCTION AGREEMENT



Bulletin #10

LETTER OF INTENT

Article 3, Section 3-3

Article 4, Section 4-3

Article 13, Section 13-1e

Interpretation

It is understood that the Joint Administrative Committee has sole authority to rule on the intent of the Agreement and may issue general Letters of Intent or Letters of Interpretation, pursuant to Article 3, Section 3-3, and Article 4, Section 4-3, of the Agreement, that the parties and an Arbitrator in any future case must follow.

An Arbitrator, under Article 13, Section 13-1e, is empowered to issue decisions on specific grievances.

Signed:


On behalf of the North American
Contractors Association

Date: Nov 13-02


On behalf of the Building &
Construction Trades Department,
AFL-CIO

Date: Nov 13-02

NATIONAL CONSTRUCTION AGREEMENT



Bulletin #11

LETTER OF INTENT

Article 4, Section 4-1

Interpretation

It is understood that NACA and its affiliated members, and the BCTD and its affiliated Unions, will fully promote the Agreement. The parties agree to use their best efforts to market this Agreement to owners in traditionally unorganized areas of the country. If a question arises over the application of the Agreement to a specific project, or if the request for approval is denied by the BCTD, the contractor can convene through the Building and Construction Trades Department a panel of union General Presidents and NACA officers and/or members to resolve the issue.

Signed:


On behalf of the North American
Contractors Association

Date: Nov 13-02


On behalf of the Building &
Construction Trades Department,
AFL-CIO

Date: Nov 13-02

NATIONAL CONSTRUCTION AGREEMENT



Bulletin #12

LETTER OF INTENT

Article 9, Section 9-1

Central Warehouse

It is agreed and understood that the historical jurisdiction of the International Brotherhood of Teamsters is hereby recognized.


The parties also recognize that employees referred to a contractor must possess the requisite skills to perform the core functions of the position. This includes, but is not limited to, the use of computer and other related technologies where applicable.

Where the union is unable to refer appropriately trained individuals in accordance with union referral procedures, the employer may designate or hire any individual it deems appropriate to operate the centrally controlled facilities.

Signed:


On behalf of the North American
Contractors Association

Date: Nov 13-02


On behalf of the Building &
Construction Trades Department,
AFL-CIO

Date: Nov 13-02

NATIONAL CONSTRUCTION AGREEMENT



Bulletin #13

LETTER OF INTENT

Article 21, Section 21-1

Subcontracting

It is agreed and understood that the signatory North American Contractor Association (NACA) member company, hereinafter referred to as the Project Contractor, shall require all contractors of whatever tier to accept and be bound by the National Construction Agreement (NCA) by executing a Letter of Assent prior to their commencement of work. In addition, the Project Contractor shall assure that all tiers of sub-contractors comply with the terms and conditions of this Agreement.

It is further understood that the furnishing of materials, supplies or other equipment and the delivery thereof shall in no case be considered sub-contracting.

Signed:


On behalf of the North American
Contractors Association

Date: Nov 13-02


On behalf of the Building &
Construction Trades Department,
AFL-CIO

Date: Nov 13-02

NATIONAL CONSTRUCTION AGREEMENT



Bulletin #14

LETTER OF INTENT

UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians

It is agreed that all instrument calibration work and loop checking on a project covered by the Agreement shall be performed under the terms of the UA/IBEW Joint National Agreement for the Instrument and Control Systems Technicians.

Signed:


On behalf of the North American
Contractors Association

Date: Nov 13-02


On behalf of the Building and
Construction Trades Department,
AFL-CIO

Date: Nov 13-02

NATIONAL CONSTRUCTION AGREEMENT



LETTER OF INTENT

Article 6, Section 6-1 and 6-4

Layoffs

It is understood that reverse book layoff, when contained in IBEW Local Union referral procedures, applies under the following conditions:

1. It only applies if it is in the Local Union(s) applicable referral procedure.
2. It must be in the Local Union(s) applicable agreement at time of NCA approval for the project.
3. The IBEW International must notify the NACA contractor at time of NCA approval that reverse book layoff is in the applicable Local Union referral procedure for the project.
4. The Local Union(s) must provide the contractor with a referral slip showing the individual's book status at time of referral. The Local Union must also update each individual's book status at mutually agreeable intervals before layoffs occur.
5. The Local Union(s) with reverse book layoff holds the contractor harmless for grievances or legal actions arising from a contractor following the Local Union(s) procedure and from basing layoffs on information provided by the Local Union(s).
6. Reverse book layoffs do not apply to:
 - a. Core employees agreed to between the Local Union(s) and the contractor.
 - b. Predetermined types of work and/or special skills for the contractor's project. This could include welders, those with security clearance or special certifications and qualifications.

NATIONAL CONSTRUCTION AGREEMENT



c. Employees recruited through H2B visas.

7. Individuals referred to a contractor on short calls (40 hours or less) will be categorized as short call, and will be laid off in reverse book order for short calls.
8. Reverse book layoff does not include Local Union(s) seniority clauses. Seniority is not recognized under the National Construction Agreement (NCA).
9. Upon approval of the Letter of Intent, the IBEW International will provide the North American Contractors Association (NACA) a listing of IBEW Local Unions that currently have reverse book layoff in their referral procedure.

Signed:

A handwritten signature in black ink, appearing to read "J. C. ...", is written over a horizontal line. Below the line, the text "On behalf of the North American Contractors Association" is printed in a standard font.

Date: 5/20/04

A handwritten signature in black ink is written over a horizontal line. Below the line, the text "On behalf of the Building and Construction Trades Department, AFL-CIO" is printed in a standard font.

Date: 5-26-04

NATIONAL CONSTRUCTION AGREEMENT



Bulletin #16

INTERPRETATION 12

APPENDIX B

(Revised effective June 1, 2007)

(2nd Revision April 27, 2016)

Safe Work Environment – Fitness for Duty

Section 1. The parties recognize that a drug and alcohol free work place is vital to the quality of our product, to the productivity of our employees, and to the best interest of our clients and the general public. In order to ensure a safe and healthy work environment, all employees are required to observe any fitness for duty policy which may be established and implemented by the contractor and/or client including any drug and alcohol testing programs. It being further understood that the drug and alcohol program may include, but is not limited to, pre-employment, reasonable suspicion, *random*, and post-accident/*incident* testing.

Testing

Section 1. An employee or applicant required to take an examination or test to certify his/her expertise shall only be compensated for the time required to take the examination/test, provided the employee/applicant passes the examination/test.

Manpower

Section 1. The parties recognize that the greatest asset of the unionized segment of the construction industry is its skilled craftsmen. The parties further recognize the concern of the client that sufficient numbers of skilled craftsmen are available to staff its project. NACA and the BCTD will develop a procedure (program) to ensure, to the extent possible, that skilled and certified craftsmen will be made available to fulfill the manpower requirements on all NCA projects. Such a procedure (program) will include the active participation of all the local, regional and international representatives, as well as the BCTC.

NATIONAL CONSTRUCTION AGREEMENT



Maintenance Work

Section 1. At the request of this owner/contractor at the terms and conditions of the NCA may be extended to cover the maintenance work at any facility approved or previously approved by the BCTD. (Note: The intent is not to compete with existing programs for maintenance work).

Safety Excellence Program

(As Implemented by the Contractor)

Workers Compensation

Section 1. In an effort to enhance the competitive position of the Signatory Employers and to provide greater work opportunities for the members of the Signatory Unions, it is hereby agreed that the parties may negotiate and implement Alternative Dispute Resolution (ADR) procedures to resolve workers' compensation claims disputes when and where permissible and/or legal. Such ADR procedures shall be final and binding on the parties and shall be made a part of this Agreement to the extent permitted by law.

Signed:

On behalf of the North American
Contractors Association (NACA)


Sean Cherry, Chairman
North American Contractors Association

Date: April 27, 2016

On behalf of North America's Building
Trades Unions (NABTU), AFL-CIO


Brent Booker, Secretary/Treasurer
North America's Building Trades Unions

Date: 5/13/16

NATIONAL CONSTRUCTION AGREEMENT



Letter of Interpretation

Bulletin #17

Page 1 of 2

Article 10. Section 10-2a

(Fourth Revision, January 1, 2018)
(Third Revision, May 20, 2015)
(Second Revision, December 14, 2011)
(Revised December 12, 2007)

Wage Scales and Benefits

There have been numerous requests to have certain Cooperative Fringe Funds that have been established by several of the International Unions or the North America's Building Trades Unions (NABTU) in cooperation with Management be recognized and payable under the National Construction Agreement (NCA). The various funds were reviewed to determine whether these Funds were fringe benefits as defined under the terms of Article 10 – Wage Scales and Benefits, Section 10-2a.

After an extensive review of the funds submitted for consideration, it has been determined that the funds listed below are jointly administered by labor and management trustees and that said funds provide education and training of members of the respective unions. Further, only funds that meet the above criteria that have been established by the International Unions signatory to the NCA or the NABTU will be recognized and payable under the NCA. Similar funds established by any other labor agreements will not be recognized under the NCA for mandatory payment but such funds may be voluntarily paid by a contractor working under the NCA. Additionally, provisions in other agreements that establish similar funds that require additional payments into apprenticeship/training or other funds, should a contractor decline to pay into the similar fund, shall not be recognized under the NCA.

The funds listed below meet the criteria and definition as set forth in Section 10-2a of the NCA. They are in fact bona fide fringe benefits. Accordingly, effective for all National Construction Agreements granted on or after October 1, 2007, contractors performing work under such an NCA must make the required contributions to the following International Union or NABTU Funds, if those funds are also recognized in the respective craft's local collective bargaining agreement covering the geographic territory of the project

- Laborers International Union, LECET
- International Brotherhood of Boilermakers, MOST
- International Union of Painters, PATLMCF
- Sheet Metal Workers' International Union, SMOHIT
- International Association of Iron Workers, IMPACT
- Carpenters International Training Fund
(Formerly known as the United Brotherhood of Carpenters, UBC Ed Fund)
- International Brotherhood of Electrical Workers, NLMCC
- International Union of Bricklayers, IMI
- Asbestos Workers' Labor Management Cooperative Trust
- Roofers and Waterproofers Research and Education Joint Trust Fund
(Added effective January 1, 2018)
- Millwright Industry Trust (only payable on MW hours)
- International Union of Operating Engineers National Training Fund
[Contributions subject to the provisions of the "Letter of Agreement for Item #8 (\$0.10/hr worked contribution to IUOE National Training Fund) of the IUOE Memorandum of Understanding for the National Construction Agreement dated December 7, 2016]
- Center for Military Recruitment, Assessment and Veterans' Employment (CMRAVE) Fund** (for the Helmets to Hardhats Program)

*For new National Construction Agreements (NCAs) requested and approved on or after January 1, 2012 but before August 1, 2015, the contribution rate is \$0.01/craft man-hour worked.

For new National Construction Agreements (NCAs) requested and approved on or after August 1, 2015, the contribution rate is \$0.05/craft man-hour worked.

Contrary to the provisions of the last sentence of the third (3rd) paragraph on page 1 of this bulletin, there is no requirement that the CMRAVE Fund be recognized in the respective crafts' local collective bargaining agreement covering the geographic territory of the project. The contribution form for the CMRAVE Fund will be supplied to the contractor(s) by the North America's Building Trades Unions (NABTU).

Signed:



David Marko, Chairman
On Behalf of the North American
Contractors Association (NACA)



Brent Booker, Secretary/Treasurer
On Behalf of the North America's
Building Trades Unions (NABTU)

Date: February 14, 2018

Date: February 14, 2018

NATIONAL CONSTRUCTION AGREEMENT



Bulletin #18

Article 10, Section 10-2b

Wage Scale and Benefits

A question has been raised concerning the applicability Article 10 Wage Scales and Benefits contained in the National Construction Agreement (NCA) as it applies to changes adopted by the parties to a local collective bargaining agreement as part of a rehabilitation plan under the Pension Protection Act of 2006.

After extensive review, it is agreed that Article 10, Wage Scales and Benefits, Section 10-2b, states in part that "The Employer adopts and agrees to be bound by the written terms of legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds."

Therefore, it is the interpretation of the Labor/Management committee that where a contribution schedule is adopted by the parties to a local agreement in order to implement a rehabilitation plan under the Pension Protection Act of 2006, that such schedule becomes the applicable schedule for payment of contributions by employers signatory to the NCA agreement.

Signed:

A handwritten signature in black ink, appearing to read "Tim P. ...".
Tim P. ...
On Behalf of the North American
Contractors Association

Date: 3/18/08

A handwritten signature in black ink, appearing to read "William F. ...".
William F. ...
On Behalf of the Building & Construction
Trades Department, AFL-CIO

Date: 3/17/08

NATIONAL CONSTRUCTION AGREEMENT



Bulletin #19

Article 8, Section 8-4

A question has arisen at the Fluor Constructors' Moses Lake Project regarding an IBEW request for a written definitive interpretation of Article 8, Section 8-4 of the Agreement.

After a careful review of all the facts presented to the Joint Administrative Committee (JAC), the Committee unanimously determined that the language of Article 8, Section 8-4 is clear and unambiguous and does not require any form of written interpretation.

Signed:


Tim Roddington, Chairman
On Behalf of the North American
Contractors Association

Date: 5/7/08


William P. Keenan, Administrator
On Behalf of the Building & Construction
Trades Department, AFL-CIO

Date: 5/7/08

NATIONAL CONSTRUCTION AGREEMENT



Bulletin #20

LETTER OF INTERPRETATION

Article 20

Work Stoppages and Lockouts

Article 13

Grievance Adjudication Procedure

The language of Article 20-6b does not restrict the authority of the Arbitrator in conducting a hearing at any time, if the alleged dispute has not been fully adjudicated.

Further, the Review Committee referenced in Article 13 has no authority to render decisions under Article 20. Such authority is vested solely with the Arbitrator.

Signed:

Handwritten signature of T.J. R...
On Behalf of the North American
Contractors Association

Handwritten signature of William P. Kamranchi
On Behalf of the Building & Construction
Trades Department, AFL-CIO

Date: 4-7-09

Date: 4/1/09

NATIONAL CONSTRUCTION AGREEMENT



Bulletin #21
(2nd Revision June 14, 2017)
Revised May 9, 2012
Originally Issued April 1, 2009

LETTER OF INTERPRETATION

Article 3

Scope of Agreement

The Joint Administrative Committee (JAC) has received a request to include the "International Brotherhood of Boilermakers' (IBB) National Specialty Agreement for the United States of America" (as it applies to welding) in the lists of Agreements set forth in Article 3, Section 3-4 of the National Construction Agreement. After a review of the IBB National Specialty Agreement and extensive deliberations, the JAC approved its inclusion in the list of agreements. Accordingly, Interpretation Bulletin #21 originally dated April 1, 2009, and revised May 9, 2012 is hereby revised for the second (2nd) time as set forth below:

The following Section 3-4 is added to Article 3:

Section 3-4. This Agreement covers all terms and conditions of employment for work performed hereunder, except for all work that may be performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, National Refractory Agreement, the National Agreement of the International Union of Elevator Constructors, the UA/IBEW Joint National Industrial Agreement for Instrument and Control Systems Technicians, the IBB National Specialty Agreement for the United States of America (as it applies to welding), and the UA National Specialty Agreement for the United States of America (as it applies to welding), or any other such National Agreement approved for use by the parties, provided that the procedures regarding work stoppages and lockouts of the National Construction Agreement apply to such work.

Signed:


On Behalf of the North American
Contractors Association
Thomas Van Oss, Chairman

Date: May 9, 2012


On Behalf of the Building & Construction
Trades Department, AFL-CIO
William Kaczorowski, Administrator

Date: May 9, 2012

NATIONAL CONSTRUCTION AGREEMENT



Bulletin #22

Article 2, Section 2-1

First Four (4) Paragraphs of the Preamble of the National Construction Agreement (NCA)

The Joint Administrative Committee (JAC) has been asked to render an interpretation as to the extent of the coverage of the NCA. Specifically, does the NCA cover only the signatory International Union(s) and their respective local unions but does not bind other subordinate or intermediate bodies/organizations of the signatory International Union(s), such as but not limited to "Regional Councils" or "District Councils"?

The JAC reviewed the question and agrees unanimously that once the NCA is approved by the Building and Construction Trades Department for a specific project, the Agreement binds not only the signatory International Union(s) and their respective local unions but also any and all other subordinate or intermediate bodies/organizations of the signatory International Union(s) regardless of the nomenclature used by said International Union(s) to describe or identify their subordinate or intermediate bodies/organizations.

Signed:


T. J. Reddington, Chairman
On Behalf of the North American
Contractors Association

Date: April 23, 2009


William P. Kaczorowski, Administrator
On Behalf of the Building & Construction
Trades Department, AFL-CIO

Date: April 23, 2009

NATIONAL CONSTRUCTION AGREEMENT



Bulletin #23

Article 19

Safety

Bulletin #16, Appendix "B", Section 1 & Section 2

Safe Work Environment - Fitness for Duty

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

The Joint Administrative Committee (JAC) 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:

1. The employee/applicant provides accurate contact information on Chain of Custody form, cell phone or home phone number, to the employer so he/she can be reached by the Medical Review Officer (MRO).
2. The employee/applicant is available for contract by the MRO between 8:00 a.m. and 4:00 p.m.; and
3. The employee/applicant provides the MRO with requested information in a "timely" manner.

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


NATIONAL CONSTRUCTION AGREEMENT




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

The JAC retains the right to address any grievance alleging misuse of this bulletin either on behalf of the employer or employee.

Signed:


Robert C. Hooven, Chairman
On Behalf of the North American
Contractors Association

Date: July 1, 2010


William P. Kaczorowski, Administrator
On Behalf of the Building & Construction
Trades Department, AFL-CIO

Date: July 1, 2010

NATIONAL CONSTRUCTION AGREEMENT



Bulletin #24


Article 10

Wage Scales and Benefits

The Joint Administrative Committee (JAC) has been asked to render an interpretation as to the intent of the National Construction Agreement (NCA) with regard to local wage rates and fringe benefits established under local labor agreements that target and discriminate against projects covered by the NCA.

The JAC reviewed the question and agrees unanimously that any wage rates, fringe benefit contributions, classifications, zones or wage/fringe escalations established by local bargaining which target or discriminate against projects covered by the NCA are contrary with the spirit and intent of the NCA. Such rates, contributions, classifications, zones and escalations will not be recognized and are not required to be paid under the NCA agreement.

Signed:


Robert C. Hoover, Chairman
On Behalf of the North American
Contractors Association

Date: July 14, 2010


William P. Kaczorowski, Administrator
On Behalf of the Building & Construction
Trades Department, AFL-CIO

Date: July 14, 2010

NATIONAL CONSTRUCTION AGREEMENT



Bulletin #25

LETTER OF INTERPRETATION

Article 8

Hours of Work, Overtime, Shifts and Holidays

The Joint Administrative Committee (JAC) agreed to modify Section 8-3 of Article 8 of the National Construction Agreement (NCA). Accordingly, the original Section 8-3 as set forth on page 5 of the NCA is deleted in its entirety and is replaced with following:

Article 8, Hours of Work, Overtime Shifts and Holidays

Section 8-3. Any employee reporting for work and for whom no work is provided shall receive two (2) hours pay at the applicable hourly rate, except when prior notification by the employer has been provided. Any employee who starts to work and works beyond the two (2) hours will be paid for actual time worked. Whenever minimum reporting pay is provided for employees, they will be required to remain at the project site available for work for such time as they receive pay, unless released sooner by the employer's principle supervisor or designated representative. The provisions of this Section are not applicable where the employee voluntarily quits or is off by reason of a strike, or as provided in Section 8-5 of this Agreement, in which case he shall be paid for the actual time worked.

Signed:

A handwritten signature in black ink that reads 'Thomas Van Oss'.

Thomas Van Oss, Chairman
North American Contractors Association

A handwritten signature in black ink that reads 'Brent Booker'.

Brent Booker, Secretary/Treasurer
Building & Construction Trades
Department, AFL-CIO

Date: February 13, 2013

Date: February 13, 2013

NATIONAL CONSTRUCTION AGREEMENT



Bulletin #26


LETTER OF INTERPRETATION

Article 8, Section 8-7 and Section 8-8

The Joint Administrative Committee (JAC) has been asked to consider numerous requests from Employers working under the Agreement to shut down the entire project for short durations/additional days in conjunction with the holidays recognized under Section 8-7 and/or Section 8-8 of the Agreement.


The JAC has reviewed the issue cited above and agrees unanimously that it will not be a violation of the National Construction Agreement (NCA) for an employer to shut down the entire project for short durations/additional days in conjunction with the holidays recognized under Section 8-7 and/or Section 8-8 of the Agreement. However, if an individual craft employee requests a layoff in situations involving more than two (2) days so that he/she can return to the out-of-work list at his/her hiring hall to avoid losing wages, the layoff must be granted by the employer. The employer must notify the employees of the option to take a layoff. The termination must not be designated as a quit.

Signed:



Regi Phelps, Chairman
North American Contractors Association

Date: 08 July 14



Brent Booker, Secretary/Treasurer
Building & Construction Trades
Department, AFL-CIO

Date: 7/8/14

NATIONAL CONSTRUCTION AGREEMENT



Bulletin #27


LETTER OF INTERPRETATION ARTICLE 15, SECTION 15-1 (PRE-JOB MEETING)

The Joint Administrative Committee (JAC) has been asked to render an Interpretation as to the intent of the National Construction Agreement (NCA) with regard to an Employer(s) responsibility to conduct a "pre-job meeting" as required in Section 15-1 of the Agreement.


The JAC has reviewed the relevant language of Section 15-1 which reads as follows: "The Employer(s) shall conduct a pre-job meeting for the purpose of discussing the scope and schedule of the work and intended work assignments." After a thorough discussion of the issue, the JAC unanimously offers the following clarification of the requirement to conduct a "pre-job meeting":

All contractors [employer(s)] of whatever tier working under the terms of the NCA are required to notify the local Building Trades Council having geographic jurisdiction for the project in question of the time, date and place of the pre-job meeting. The local Building Trades Council will then notify all of the local unions of the specifics of the pre-job meeting to ensure that all unions have the opportunity to be in attendance and make their respective jurisdictional claims.

Signed:



Sean Cherry, Chairman
North American Contractors Association
Date: 7/12/17



Brent Booker, Secretary/Treasurer
North America's Building Trades Unions
Date: 8/9/2017

NATIONAL CONSTRUCTION AGREEMENT



Bulletin #28

LETTER OF INTERPRETATION

ARTICLE 12, SECTION 12-1

PAYMENT OF WAGES

The Joint Administrative Committee (JAC) was requested to review the policy when an employer fails to provide proper wage payment on payday either by failing to pay at all or by providing employees with unfunded checks.


The JAC determined that if an employer fails to provide proper wage payment on payday either by failing to pay at all or by providing employees with unfunded checks, employees so affected shall be entitled to four (4) hours' straight time pay for each 24-hour period or portion thereof that said employees must wait to receive the proper payment. The employer will not be assessed the above penalty if in the opinion of the JAC, the reason the employer failed to make timely payment was due to circumstances beyond its control. Additionally, errors in time sheets or payroll checks that result in an employee being paid an incorrect amount shall not trigger the penalty provided that the employer pays the employee the correct amount in a timely manner.

Signed:



Scean Cherry, Chairman
North American Contractors Association

Date: October 11, 2017



Brent Booker, Secretary/Treasurer
North America's Building Trades Unions

Date: October 11, 2017

NATIONAL CONSTRUCTION AGREEMENT



Bulletin #29

LETTER OF INTERPRETATION

ARTICLE 13, SECTION 13-1E

GRIEVANCE ADJUDICATION PROCEDURE

The Joint Administrative Committee (JAC) reviewed the arbitration provisions of Article 13, Section 13-1e. The JAC determined that when a party advances a grievance to arbitration, processing is unnecessarily delayed and additional fees and expenses are incurred by virtue of the parties having to select an arbitrator from a panel of arbitrators submitted by and in accordance with the rules and regulations of the American Arbitration Association.

The JAC agreed to modify Article 13, Section 13-1e of the National Construction Agreement (NCA) in order to expedite the arbitration procedure and reduce the expenses to the parties. Accordingly, Article 13, Section 13-1e, as set forth on pages 10 and 11 of the NCA, is deleted in its entirety and replaced with the following language:

ARTICLE 13. GRIEVANCE ADJUDICATION PROCEDURE

Section 13-1e.

Step 4: Failure of the Review Committee to reach a decision shall constitute a basis for a submittal of the question by the moving party to the individual designated by the Review Committee to be the permanent arbitrator under this procedure or his/her alternate (herein referred to as "Arbitrator"). The moving party must submit the grievance to the Arbitrator not later than thirty (30) calendar days after the date of the failure of the Review Committee to render a decision. The Arbitrator shall coordinate with all parties in scheduling a mutually acceptable time and place for the hearing within a reasonable time period.

The Arbitrator will issue his/her decision within twenty (20) calendar days from the conclusion of the hearing or submittal of briefs. The decision of the Arbitrator shall be binding upon all parties. The Arbitrator shall have no authority to change, amend, add to, or detract from any of the provisions of this Agreement. The decision of the Arbitrator shall only apply to the involved project and shall not have precedent value beyond that project. The fees and expenses of the Arbitrator shall be borne equally by the Employer and the involved Union.

Signed:

Handwritten signature of David Marko in black ink.

David Marko, Chairman
North American Contractors Association

Handwritten signature of Brent Booker in black ink.

Brent Booker, Secretary-Treasurer
North America's Building Trades Unions

Date: 8/7/18

Date: 8-7-18