

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:

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

Date: May 1, 2019

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

Date: May 1, 2019

NATIONAL CONSTRUCTION AGREEMENT



Bulletin #2
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LETTER OF INTENT

Article 6, Section 6-1 and 6-4

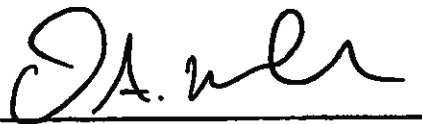
Layoffs

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(s) 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.
 - 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:



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

Date: May 1, 2019



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

Date: May 1, 2019

NATIONAL CONSTRUCTION AGREEMENT



Letter of Interpretation

Bulletin #3

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Article 10, Section 10-2b

(Fifth Revision, April 23, 2019)
(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 20- Wage Scales and Benefits, Section 10-2b.

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 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, shall not be recognized under the NCA.

The funds listed below meet the criteria and definition as set forth in Section 10-2b 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:

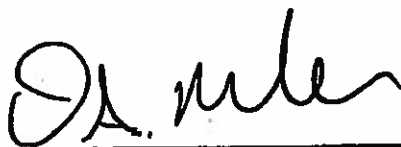
- Laborers International Union, LECET
- International Brotherhood of Boilermakers, MOST
- International Union of Painters, The Finishing Industries Labor Management Partnership (LMP) (Note: Effective January 1, 2019, the cooperative fund affiliated with the IUPAT was changed from the "International Union of Painters, PATLMCF" to "The Finishing Industries Labor Management Partnership (LMP)")
- 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 #6 (\$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 Northern 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: May 1, 2019

Date: May 1, 2019

NATIONAL CONSTRUCTION AGREEMENT



Bulletin #4

Article 10, Section 10-c.

Wage Scale and Benefits

A question has been raised concerning the applicability of 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-c,, 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 'D. Marko', written over a horizontal line.

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

A handwritten signature in black ink, appearing to read 'Brent Booker', written over a horizontal line.

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

Date: May 1, 2019

Date: May 1, 2019

NATIONAL CONSTRUCTION AGREEMENT



Bulletin #5
January 1, 2020
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Article 10 - Wage Scales and Benefits

1. **Article 10 Wage Scales and Benefits, Section 10-3a., Paragraph three (3)**
The existing paragraph three (3) of Article 10, Section 10-3a., is deleted in its entirety and the following paragraph is added in its place:

New - Paragraph Three (3), Article 10, Section 10-3a.:

On Projects with total craft hours (both direct and subcontract) estimated not to exceed two hundred fifty thousand (250,000), the contribution amount shall be six thousand dollars (\$6,000.00). On Projects with total craft hours (both direct and subcontract) estimated in excess of two hundred fifty thousand (250,000) but not to exceed five hundred thousand (500,000), the contribution amount shall be twelve thousand five hundred dollars (\$12,500.00).

2. **Article 10 Wages Scales and Benefits, Section 10-4a.:**

The existing Section 10-4a. is deleted in its entirety and the following paragraph is added in its place:

New - Article 10, Section 10-4a.:

Section 10-4a. Each Employer performing work on a project covered by this Agreement shall contribute to the North American Contractors Association Contract Administration Trust Fund [hereinafter referred to as Contractor Administration Fund (CAF)]. The amount of the Employer's contribution shall be as follows:

For NACA member Employers:

(1) On projects with total craft hours (both direct and subcontract) estimated not to exceed five hundred thousand (500,000), there is no (\$0.00) CAF contribution due by NACA member Employers.

(2) On projects with total craft hours (both direct and subcontract) estimated in excess of five hundred thousand (500,000) but not to exceed one million (1,000,000), the CAF contribution amount shall be two thousand dollars (\$2,000) for NACA member Employers.

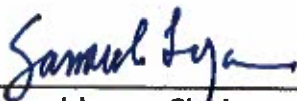
(3) On projects with total craft hours (both direct and subcontract) estimated to exceed one million (1,000,000), the CAF contribution amount shall be four thousand dollars (\$4,000) for NACA member Employers.

For Non-NACA member Employers:

(4) On all projects no matter the number of craft hours (both direct and subcontract), the CAF contribution amount shall be four thousand dollars (\$4000) for all non-NACA member Employers.

The required amount is due and payable at the start of each Project and shall be forwarded to the North American Contractors Association (NACA) in a form and manner determined by the CAF trustees. The CAF is an Employer-established Trust formed and created for the purposes of establishing, implementing and administering uniform labor relations policies and for the negotiation and administration of the provisions of this Agreement. The CAF is administered solely by a Board of Trustees selected by the Employer members of NACA in accordance with the Trust Agreement. The Union shall have the right, not more than once per year, to independently audit the CAF.

Signed:



Samuel Lyon, 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: January 20, 2020

Date: January 20, 2020

NATIONAL CONSTRUCTION AGREEMENT



Bulletin #6
March 9, 2021

Letter of Interpretation

Article 18 - General Working Conditions, Section 18-1

The Joint Administrative Committee (JAC) was asked to review Section 18-1 of Article 18 as to whether or not it prohibits a Contractor from transferring craft employees from one project to another project.

After a thorough review of the referenced Section of the Agreement, the JAC unanimously determined that Article 18-1 does not specifically address nor does it prohibit the transfer of craft employees from one project to another project.

Signed:

Handwritten signature of Samuel Lyon in blue ink.

Samuel Lyon, Chairman
On Behalf of the North American
Contractors Association (NACA)

Handwritten signature of Brent Booker in blue ink.

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

Date: March 9, 2021

Date: March 9, 2021

NATIONAL CONSTRUCTION AGREEMENT



Bulletin #7-Letter of Interpretation

Article 3 Recognition & Article 21 Subcontracting

It is understood that other than with respect to scope exceptions set forth in the body of the NCA, all contractors and subcontractors performing work that was included in the approved NCA application for a project shall be required to sign a Letter of Assent prior to their commencement of work. The NCA is approved on a project-by-project basis and under Article 3, the NCA, its interpretations, and any addendum for the project, together constitute “a self-contained standalone Agreement.” Accordingly, once approved, the scope and application of the NCA’s subcontracting provisions cannot be altered or otherwise modified by an unwritten past practice. To the extent the parties wish to exclude specific on-site construction work from the scope of the approved NCA, it must be expressly identified and agreed-to by the parties in the project-specific written Addendum and any agreed-to amendments thereto.

Signed:

Sam Lyon

Sam Lyon, Chairman
On Behalf of the North American
Contractors Association (NACA)

Date: March 3, 2022

Signature: *Sam Lyon*
Sam Lyon (Mar 3, 2022 15:06 EST)
Email: sblyon@bechtel.com

Brent Booker

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

Date: March 3, 2022

Signature: *Brent Booker*
Brent Booker (Mar 3, 2022 15:08 EST)
Email: bbooker@nabtu.org






NCA Bulletin #7-Letter of Interpretation Article 3 Recognition & Article 21 Subcontracting

Final Audit Report

2022-03-03

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"NCA Bulletin #7-Letter of Interpretation Article 3 Recognition & Article 21 Subcontracting" History

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