



NATIONAL MAINTENANCE AGREEMENTS POLICY COMMITTEE, INC.

1501 Langston Blvd., Suite 202 • Arlington, Virginia 22209-1145  
T: 703.841.9707 • F: 703.524.3364 • www.nmapc.org

Daniel M. Hogan  
Impartial Secretary/CEO

April 21, 2023

Mr. Eric R. Goedtel  
Senior Manager - Manufacturing Building Construction  
Stellantis  
800 Chrysler Drive  
CIMS 482-60-03  
Auburn Hills, MI 48326

Dear Mr. Goedtel:

This is to inform you that the National Maintenance Agreements Policy Committee (NMAPC) – Labor Section, has reviewed your communication dated April 12, 2023, requesting an addendum to modify the National Maintenance Agreements (NMAs) for the revitalization of various Stellantis facilities as outlined in the attached communication in exchange for “Yellow Card Site” designation.

**The Committee, at its meeting of April 19, 2023, has determined that this addendum request be approved for all work bid on or after April 19, 2023.**

Please be advised that pursuant to NMAPC Policy Decision XXVIII – 1 entitled, “Proper Implementation of an Approved Addendum” any Employer seeking to invoke an addendum must be in possession of a current approved Site Extension Request (SER) that contains the appropriate addendum approval language. Further, this notice does not constitute permission for contractors to proceed under the National Maintenance Agreements. Successful contractors and or subcontractors must have in their possession approved SERs from the appropriate International Union(s) prior to commencing with the work at the aforementioned plant, regardless of actions determined by the NMAPC, Inc.

Further, successful contractors and/or subcontractors are directed to conduct Pre-Job Conferences; assign work to the appropriate crafts according to the recognized and traditional jurisdiction; and submit work hours to the NMAPC.

Please contact this office should you have any questions.

Very truly yours,

Daniel M. Hogan  
Impartial Secretary/CEO

DMH/lkb

cc: NMAPC Committee  
Mr. Patrick Devlin – Michigan State BCTC  
Mr. Shaun Enright – Northwestern Ohio BCTC  
Mr. Jamie Fife – North Central Indiana BCTC  
(all w/attachments)



# NMAPC

NATIONAL MAINTENANCE AGREEMENTS POLICY COMMITTEE, INC.

**SUGGESTED LANGUAGE FOR INCLUSION IN  
"CONDITIONS TO BID," DOCUMENTS BY  
CUSTOMERS DESIROUS OF HAVING  
INDUSTRIAL CONSTRUCTION,  
MAINTENANCE, REPAIR, REPLACEMENT,  
RENOVATION, AND MODERNIZATION WORK  
PERFORMED UNDER THE TERMS OF THE  
NATIONAL MAINTENANCE AGREEMENTS**

The below (above) described work shall be performed under the terms of the National Maintenance Agreements (NMA) and/or under similar national agreements deemed compatible by the National Maintenance Agreements Policy Committee, Inc. (NMAPC). (See NMAPC Bulletin No. V-1)

Contractors bidding the below (above) described work shall have applied for said Agreements and must be in possession of them with permission for their use by the affected International Union(s), through approved site extension requests prior to commencing work. Contractors not direct-hiring craftworkers, but acting as agents of the Owner are required to execute an NMAPC Construction Manager Letter of Understanding prior to awarding work to any subcontractor(s). ***Contractors are required to furnish a copy of site extension approval(s) granted by the International Union(s) prior to commencing work. Site extension requests must be filed online at [www.nmapc.org](http://www.nmapc.org).***

Successful Contractors must conduct Pre-job Conferences as stipulated in Article I - Recognition, and assign work to the appropriate Crafts according to the recognized and traditional jurisdiction.

This company's participation in the NMAPC Program is predicated on the principles espoused by the National Maintenance Agreements Policy Committee, Inc., which include economy, efficiency, and harmonious labor relations. Failure to man the work by any Craft shall be at the risk of losing future work at this plant facility.





CIMS 482-60-03  
800 Chrysler Drive  
Auburn Hills, MI 48326-2757  
Date: April 12, 2023

Mr. Daniel Hogan  
Impartial Secretary  
National Maintenance Agreement Policy Committee, Inc.  
1501 Lee Highway, Suite 202  
Arlington, Virginia 22209

Dear Mr. Hogan,

Stellantis has a long history with the National Maintenance Agreement and the use of union building trades on our construction projects. Since 2019, Stellantis has amassed over 11 million man-hours under the NMA agreements, in addition to leading the country in manhours worked under the NMA in 2020 during the uncertainty of the Covid pandemic.

Stellantis would like to continue this relationship and extend our current addendum an additional three (3) years with an annual review by the NMAPC Labor Committee.

This addendum would cover project location sites in our historical industrial footprint of Michigan, Ohio, and Indiana.

Key to effective implementation of the project will be adherence to pre-job conference guidelines and the use of a Local and/or Regional Tripartite Committees. This body will be utilized to monitor its applications and to discuss and resolve any issues that may arise. It is the project's intent that monthly meetings are convened at the project site and/or virtual via a collaborative video conference site.

We look forward to your response and direction in implementing the changes necessary to ensure the success of the program involving the use of Building Trades Crafts persons.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Goedtel".

Eric Goedtel  
Senior Manager  
Plant Facilities Engineering



### **Addendum Terms**

Stellantis is requesting a modification to the National Maintenance Agreements and proposes the following items as an addendum to the NMA.

- 1) Prior to, but within Thirty (30) days of referral for employment to the project site, all craft persons will:
  - A. Attend / participate in a Project Specific Safety Orientation in person and / or virtual meeting platform facilitated by the Contractor at mutually agreed upon times and locations.
  - B. Before being admitted to the job-site all contactors and subcontractor employees having active involvement in job-site construction activity, must be current and maintain a current MUST or equivalent status regarding the Substance Abuse Program. Prior to the start of work on the project the employee must provide confirmation of negative results to a MUST Substance Abuse Test or equivalent test within the last 60 days.
- 2) Transportation from the craft parking area gate to the work site will only be provided if that distance is greater than three quarters (3/4) mile one-way.
- 3) Maintaining a stable and dependable workforce is essential to the successful completion of the projects. Therefore to prevent employees from “jumping” employers at the project site, employees, who voluntarily quit an employer on the project site, will not be eligible for employment with another employer at the project site for Thirty (30) days.
- 4) Shift Work
  - A. When two or three shifts are required, the first (1<sup>st</sup>) shift shall work (8) hours at the regular straight-time rate. The second (2<sup>nd</sup>) shift shall work eight (8) hours at the regular straight-time rate, plus a \$1.00 per hour shift additive. The third (3<sup>rd</sup>) shift shall work eight (8) hours at the regular straight-time rate, plus \$1.25 per hour shift additive.
  - B. If due to ongoing Stellantis Operations or job coordination the regularly scheduled work-day is established as one off shift then that shift is paid at the regular straight-time rate. This requires a scheduled shift duration of a minimum one week.
- 5) Overtime shall be defined as all hours worked in excess of forty (40) hours in a week, or for 8-hours shifts, for work in excess of 8 hours per day; or for 10-hour shifts, for work in excess of 10 hours per day; such work and work performed on Saturday shall be paid at one and one-half times the straight time rate of pay, provided the employee has worked



forty (40) hours since the start of the work week, or has reported for work all hours he/she was scheduled to work for that week.

However, in scheduled five day/eight hour shift work-weeks, Saturday may be scheduled as a "make-up" day at straight time to make up for a day lost (Monday through Friday) due to inclement weather; in scheduled four day/ten hour shift work weeks, Friday and/or Saturday may be scheduled as a "make-up" day at straight time to make up for a lost day (Monday through Thursday) due to inclement weather. Employees working a five day/eight hour shift work week who inform their employer on Friday, or for employees working a four day/ten hour shift work week who inform their employer on a Thursday and/or Friday that they do not wish to work the straight-time make-up day will not be penalized.

In addition, if a "make-up" day is scheduled, all employees directed to work on such day will be scheduled for eight (8) hours, and will be guaranteed a minimum of four (4) hours work or pay. In any week in which employees on the project are scheduled on four day/ten hour shifts, an employee whose first day of work on the project begins on Wednesday, or a later day of the schedule shall be paid, during the first week of his employment only, time and one-half for all hours worked in excess of eight (8) in a day for each day he/she worked during said week. Work on Sundays and holidays shall be at double time.

There will be no restriction on any Employer scheduling of overtime or the non-discriminatory designation of employees who will work. The Employer (s) shall have the right to schedule work so as to minimize overtime. There shall be no pyramiding of overtime pay under any circumstances. All overtime would be paid in accordance with the applicable overtime rate.

#### 6) Flexible Work Schedules

- A. Utilization of the four (4) day, ten (10) hour work week as indicated in the current NMA, Article XV Paragraph 7A, but with an additional feature for inside work (interior to the building without risk of weather). The variation is to work Four (4) day, Ten (10) hour work week not only Monday through Thursday, but also Tuesday through Friday on inside work that has no threat of weather related interruptions. This provides Contractors flexibility for addressing plant production schedules, trade coordination, tie-ins and the ability to respond to interruptions caused by utility outages. There will be no provisions for a straight-time make up day with a Tuesday to Friday work week



For outside work interrupted by weather conditions, holiday or other conditions beyond the control of the Employer, then Friday and or Saturday may, at the option of the Employer, be worked as a makeup day at the straight time wage rate for Monday thru Thursday work schedules. Straight time is not to exceed ten hours a day or forty hours per week.

In a two-shift work day the second shift four (4) day ten (10) hour shifts worked in either scenarios described above, shall include a \$1.00 per hour shift additive.

- 7) In support of the union apprenticeship programs, the development of future craft persons and contain crew costs, the ratio of journey persons to non-journey persons shall be 4 journey persons to one non journey person, unless the applicable collective bargaining agreement establishes a higher percentage. A non-journey person is an apprentice; pre-apprentices, probationary employee or any other non-journey person classification recognized in the Local Labor Agreement. Any combination may be used to meet the requirement of four to one.

With respect to the terms identified above, we are submitting for incorporation at the following locations:

- |   |                      |
|---|----------------------|
| • Detroit Assembly Complex – Mack       | Detroit, MI          |
| • Detroit Assembly Complete – Jefferson | Detroit, MI          |
| • Dundee Engine Plant                   | Dundee, MI           |
| • Trenton Engine Plant                  | Trenton, MI          |
| • Sterling Heights Assembly Plant       | Sterling Heights, MI |
| • Toledo Assembly Complex               | Toledo, OH           |
| • Warren Truck Assembly Plant           | Warren, MI           |
| • Sterling Heights Stamping Plant       | Sterling Heights, MI |
| • Warren Stamping Plant                 | Warren, MI           |
| • Kokomo Engine Plant                   | Kokomo, IN           |