



NATIONAL MAINTENANCE AGREEMENTS POLICY COMMITTEE, INC.

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

Stephen R. Lindauer
Impartial Secretary/CEO

DATE: March 25, 2020

**TO: TAUC Governing Members
NMAPC Labor-Management Committee**

FROM: Stephen R. Lindauer

A handwritten signature in black ink, appearing to read "Stephen R. Lindauer", is written over the name in the "FROM:" field.

SUBJECT: NMAPC ADDENDUM APPROVED TO SUPPORT POWER PLANT OPERATIONS AS A RESULT OF THE COVID-19 PANDEMIC

On March 20, 2020 the North American Electric Reliability Corporation and the Federal Energy Regulatory Commission (FERC) announced steps they are taking to ensure that operators of the bulk electric system can focus their resources on keeping people safe and the lights on during this unprecedented public health emergency. In short, the steps being taken are to ensure power grid reliability amid potential COVID-19 impacts. Many power plants have a protocol in place that is regulated by NERC, which in part involves various stages, and once Stage 4 is reached there is a site lockdown or quarantine component that must be instituted to critical employees.

As a result, the NMAPC Labor Section has been contacted by a few our signatory contractors who may be considered critical to the operation of these plants, to request an addendum to the National Maintenance Agreements (NMAs) that provides them with the flexibility to support these operations should Level 4 be designated. Attached is a copy of the approved addendum language.

Should any signatory contractor want to request this addendum **as written**, please submit a letter to my attention designating the location attaching the addendum language that has been provided. **Also please note that the Committee has determined that this language does not contemplate a composite crew arrangement, and should therefore, be guided by the language contained in Article I of the NMAs**

Addendum to the National Maintenance Agreement for NERC Level 4 Protocol (Name of Owner; Name and Location of Power Plant)

Purpose and Intent

This Addendum to the National Maintenance Agreement (NMA) is being entered into to provide the owner, **Name of Owner and Plant**, with the needed assistance to continue operation of the plant in the event of a Level 4 event as designated in their NERC preparedness plan.

This Addendum will enable round the clock coverage under controlled conditions to limit hazards and contain obstacles. This Addendum will be executed by Site Extension Request and entered into by the applying contractor and the respective international unions signatory to the NMA. The owner is not signatory to this Addendum or the NMA.

This addendum will remain applicable until the COVID Pandemic has come to a close.

Changes and Covenants

Below are the requested changes, all other terms and conditions not described herein shall be covered by the standard NMA. In the event there is a contradiction between this Addendum and the NMA, this Addendum shall prevail.

1. When employees are asked and accept an assignment to remain on site 24/7, the following shall apply:
 - a. Each employee shall be able to work up to 12 hours per day, the day is that defined by the National Maintenance Agreement.
 - b. Each employee shall receive compensation (including benefits) as though they worked 16 hours each day while on site in accordance with the normal overtime provisions of the NMA.
 - c. The site shall provide housing, wash facilities, and cleaning facilities or services. Further, the facility shall furnish food, 3 meals per day, and non-alcoholic beverages to all on site craft employees working under this addendum.
 - d. Employees may be required to remain on the site up to 14 calendar days.
2. The facility owner may require a "stand by team" to remain at their house under quarantine or other rules. Each employee shall abide by the quarantine rules put in place by the owner and shall be available to come to site as needed. This team would be called in for emergency coverage or primarily as relief for the on-site crew. When employees are asked and accept a stand by team assignment the following shall apply:
 - a. Each employee shall be compensated 8 hours per day (including benefits), Monday through Friday, at the applicable straight time rate.
 - b. Each employee shall abide by the quarantine rules put in place by the owner and shall be available to come to site as needed.
3. Upon accepting either assignment, it is expected that the employee will remain on site or on standby for the duration of the designated period. Leaving the site, or failure to report, will result in termination without rehire; however, extenuating circumstances and emergent situations will be considered, but may require a change in their status on the crew.