

FirstEnergy
NATIONAL MAINTENANCE AGREEMENT (NMA)
Revised: 04-11-2021

1. Contractor is responsible for providing all labor personnel, both craft and non-craft, as required. Contractor shall employ AFL-CIO skilled craftsmen who are members of local unions affiliated with the AFL-CIO building and construction trades unions for the performance of the Work that is normally and historically the jurisdiction of those trade unions for the location at which the Work is to be performed. The NMA is a stand-alone agreement and none of the provisions in any local, regional, area or national collective bargaining agreement shall apply, unless specifically incorporated in the Contract between Purchaser and Contractor. As the Purchaser is not signatory to the NMA, Contractors and Subcontractors are obligated to manage the application of all provisions of the NMA.

2. Craft labor Work shall be performed under the terms of the National Erectors Association National Maintenance Agreement and/or their equal under similar national maintenance agreements. For plants as designated below, the agreement shall include the wage rate modification granted by the National Maintenance Agreements Policy Committee (NMAPC). The Contract price shall be based on performing the Work under such agreement, and modifications as applicable. For other plants designated below also, there shall be no wage rate modification.

3. Purchaser has received approval from the NMAPC for a wage rate site modification at the locations indicated below. The modification allows for the Work to be performed at ninety (90) percent of the wage rates contained in the local collective bargaining agreements and one hundred (100) percent of the fringe benefits listed in those agreements. Contractor is responsible for applying for said agreements and must be in possession of them with permission from the appropriate international unions for requesting extension of the National Maintenance Agreement to cover Work to be performed at these specific Purchaser Plants: Albright Power Station, Armstrong Power Station, Fort Martin Power Station, Harrison Power Station, Hatfield's Ferry Power Station, Mitchell Power Station, R. Paul Smith Power Station, Rivesville Power Station, and Willow Island Power Station.

4. Purchaser Plants which have not been granted a wage rate modification, but which require use of the National Maintenance Agreement (NMA) with no modification (100%) to rates are: Eastlake Plant.

5. All Contractors and Subcontractors must file Site Extension Requests (SERs) via the NMAPC website (www.nmapc.org) for the location where the work will be performed. Contractors and Subcontractors must be current with the remittance of all administrative fees and fringe benefit contributions in order to obtain or utilize a valid SER. Any failure to secure the SER will result in a non-compliant status with the NMA. Extensions of the National Maintenance Agreement(s) (NMAs) shall be on a location by location basis and shall be sought for each location. Contractors are required to furnish to Purchaser a copy of such SERs granted from the international unions prior to commencing the Work.

6. All Contractors and Subcontractors who are awarded Work are required to conduct Pre-Job Conferences as stipulated in NMA, Article 1 - Recognition, and assign Work to the appropriate crafts according to the recognized and traditional jurisdiction. Contractor awarding work to a Subcontractor must ensure that the Subcontractor has applied for the NMA(s) and is in possession of them with permission to use them prior to conducting a pre-job conference, through the inspection of an approved SER(s).

7. Failure to comply with the foregoing requirements; including failure to secure an approved SER, shall be considered a material breach of the terms of the Contract, subject to termination for cause, if such action is solely deemed necessary by Purchaser.

8. The Parties participation in the National Maintenance Agreements ("Agreements") Program is predicated on the principles espoused by the National Maintenance Agreements Policy Committee, Inc., which include economy, efficiency, and harmonious labor relations. Picketing and failure to man the Work by any craft shall be at the risk of losing the future Work at this plant facility.

Contractors bidding the described Work shall have applied for said Agreements at the time of bidding and must be in possession of them with permission for their use by the affected international union(s) prior to being awarded the Work. Contractors shall provide copies of said Agreements immediately prior to or before final completion if requested by Purchaser.