



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

Daniel M. Hogan  
Impartial Secretary/CEO

April 15, 2022

Mr. Eric L. Grubb  
Director of Construction  
Ford Motor Company  
330 Town Center Drive, Suite 1100  
Dearborn, MI 48126

Dear Mr. Grubb:

This is to inform you that on April 6, 2022 the National Maintenance Agreements Policy Committee (NMAPC) – Labor Section reviewed Ford Motor Company’s letter dated March 4, 2022 wherein an addendum was requested to modify the National Maintenance Agreements (NMAs) for work at the Blue Oval SK (BOSK) Battery Manufacturing Plant located in Glendale, Kentucky.

**The Committee has determined that the aforementioned addendum request, be approved.** This addendum is effective for all work bid and or commencing on or after April 15, 2022.

Further, 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) from the appropriate International Union(s) prior to commencing with the work that contains the appropriate addendum approval language, regardless of actions determined by the NMAPC, Inc. In addition, successful contractors and/or subcontractors are directed to conduct Pre-Job Conferences; assign work to the appropriate crafts according to recognized and traditional jurisdiction; and submit work hours to the NMAPC.

In closing, Ford is highly encouraged to establish regular tripartite meetings in order to monitor the application of this addendum. Please work with this office in order to maximize the Committee’s participation.

Please contact this office if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Daniel M. Hogan", is written over a light blue horizontal line.

Daniel M. Hogan  
Impartial Secretary/CEO

DMH/mpd

cc: NMAPC Labor-Management Committee  
Mr. John Morrison – Greater Louisville BTC  
(w/attachments)



**Ford Motor Land Development  
17000 Rotunda Dr., 1<sup>st</sup> Fl South  
Dearborn, MI 48120**

March 4, 2022

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

Dear Mr. Hogan:

In accordance with Article XXVIII of the NMA Agreement, Ford is requesting consideration of an addendum for a Yellow Card Project. This request for modification is to assist in supporting a 13-15 million craft hour investment for the construction of two Blue Oval SK Battery Plants in Glendale, Kentucky. The scope of work generally consists of site work, two battery plants and outlying support buildings.

The scope is detailed in the attached scope of work document (labeled: NMA Scope and MH Projection).

The proposed Addendum is attached (labeled: BOSK NMA Addendum Rev 3) for your consideration and approval.

The procurement process began before Christmas with work in the field beginning in the 2nd quarter of 2022.

We look forward to your response and direction in implementing this historical automotive construction program. If you have any questions or need additional information, please don't hesitate to contact me at 313-236-9550 or via email at egrubb1@ford.com.

Regards,

*Eric Grubb*

Eric Grubb  
Director, Ford Land New Footprint Construction - Global Manufacturing

Enclosures:

1. NMA Scope and MH Projection
2. BOSK NMA Addendum Rev 3

## BOSK Kentucky Battery Manufacturing Addendum

1. Prior to initial employment to the project site, all supervision and craft persons will:
  - A. Attend a project specific safety orientation facilitated by the primary contractor at mutually agreed upon times and locations.
  - B. Before being admitted to the job site all contractor/subcontractor employees having active involvement in jobsite activity shall submit proof of negative test results for a ten panel or more drug and alcohol screening program including opiates and THC (marijuana) within the past 90 days. Local programs will be reviewed for compliance to the requirements.
  - C. Before initial admittance to the jobsite show proof of vaccination for Covid-19 or a negative Covid test within 72 hours.
2. Transportation from the craft parking area 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 success of this project. Therefore, to prevent employees from “jumping” employers at the project site, employees, who voluntarily quit or who are terminated for cause may be eligible for re-employment at the project, and the referral facility may refer such former employees to the project for rehire, but not sooner than thirty (30) days after such termination. However, employees who are terminated for safety violations, drug use, theft of property, violence, or harassment shall under no circumstances be eligible for rehire on the project.
4. Flexibility in portability:
  - A. Contractor/Subcontractor employers should be able to retain the right of portability to resource load the project one to one (1 traveler – 1 local journey person) within each skilled trade craft as deemed necessary by the contractor/subcontractor employer without penalty or subjection to the local agreements within each skilled trade union, while still maintaining the predetermined ratio of apprentice to journey person within each craft. Use of this agreement supersedes any “local agreement” and/or “national agreement” clauses noted in the NMA for this work scope in all areas and disciplines at the project. In addition, the (48) hour NMA “call out” rule would be superseded.
  - B. It will be at the Contractor(s)/Subcontractor(s) employer’s discretion to pay any travel or per diems in addition to what is required by the local agreements.
  - C. Supervisory assignments (excluding job Stewards) given to tradespersons are the responsibility of the contractor(s)/subcontractor(s) and shall be assigned as the

contractor(s), subcontractor(s) project management deems appropriate to match individual capabilities regardless of local union agreements in place by individual trades as well as the home local of the assigned supervisor.

- D. Assignments of overtime and partial crew workdays/work hours will be at the discretion of the contractor(s)/subcontractor(s) employer and not dictated by local trade agreements to specific tradesperson based on overtime lists or overtime calendars. Assignments of overtime will be based on safety performance, knowledge of work scope, and productivity, as deemed by the contractor(s)/subcontractor(s) employers but will not exceed the (1-1) traveler to local journeyman ratio agreed upon previously. Additionally, if an "overtime list" exists per the specific trade agreement the contractor/subcontractor employer would choose one person of their own discretion to match one person off the "overtime list", in essence a 1-1 ratio. If at any time a tradesperson of the requested craft or crew turn down requested overtime, the contractor or prime contractor shall retain the authority within the project scope of reference to immediately assign the overtime work requested to be performed at their discretion regardless of craft, local or project trade assignments and agreements without penalty.

An example of this would be if we are installing utility hangers on a weekend and not enough craft for that utility will take the call, then the contractors/subcontractors employer can supplement with another craft that is capable of performing the work safely.

- E. If and when the owner or prime contractor deems it necessary to assign work scopes from one contractor/subcontractor of a specific trade or discipline to a supporting contractor/subcontractor of the same trade or discipline, all efforts to maintain current knowledge and progress of the project work scope shall be taken into consideration. Field supervision, project supervision, equipment and company supplied tools of the trade shall not be constrained or limited by any specific trade agreements due to assignments of contracted work scopes in these situations.

## 5. Shift Work

- A. When two or three shifts are required, the first (1st) shift shall work eight (8) hours at the regular straight-time rate. The second (2nd) shift shall work eight (8) hours at the regular straight-time rate plus a \$1.00 per hour shift additive. The third (3rd) shift shall work eight (8) hours at the regular-straight time rate, plus a \$1.25 per hour shift additive.
- B. If due to project conditions or job coordination the regularly scheduled workday 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.

6. Overtime shall be defined as all hours worked in excess of forty (40) hours in a week, or for 8-hour 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 work week who inform their employer on 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/her 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 Sunday and holidays shall be 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.

7. 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-weeks 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 provision for a straight time makeup 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 through 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.

8. In support of union apprenticeship programs, the development of future craftpersons and to develop adequate numbers of competent workers in the construction industry, the contractor/subcontractor employers will employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

If provided for in the applicable local collective bargaining agreement, the Union(s) agree to allow the use of pre-apprentices, helpers, or other non-journeyperson classifications to do work within the Union's craft jurisdiction.

A contractor/subcontractor employer's combined employment of apprentices and other non-journeyperson classifications in a craft may be up to thirty percent (30%) of each craft's work force, unless the applicable local collective bargaining agreement establishes a higher percentage. Subject to availability, the Union will refer qualified apprentices and, where applicable, non-journeyperson, up to that ratio, as requested by the contractor/subcontractor's employer. In all circumstances, the Union and the contractor/subcontractor employer will cooperate to ensure that the utilization of less-than-journeyperson classifications does not adversely affect the safe performance of work on the project. In order to avoid safety risks due to the lack of awareness or experience, any apprentice, pre-apprentice, trainee, helper, or construction assistant with less than four (4) years of experience in the craft shall have a readily visible identification displayed on their hard hat at all times.

Recognizing the need for a substantial increase in skilled construction labor and the essential role which the Unions' joint apprenticeship programs play in developing skilled craftpersons, and recognizing that local residents potentially qualified for apprenticeship programs may not have had the opportunity to develop the skills and experience to effectively enter the construction industry through the apprenticeship programs, the parties agree that both to assist the contractors/subcontractors in their employment needs on the project and to prepare individuals for entry into formal apprenticeship programs, the contractor/subcontractor may employ from any source, in the absence of available referrals in response to the contractors/subcontractors request for one or more apprentices or other applicable less than journeyperson category(ies) under a local collective bargaining agreement, persons in a "construction assistant" job

classification. Construction assistants may be assigned duties, depending on their qualifications, equal to those traditionally assigned to a first or second year apprentices in that craft.

For the first thousand hours of employment on the project, construction assistants shall be compensated at fifty percent (50%) of the journeyperson rate for the craft in which he/she is employed; and at sixty-five percent (65%) of the journeyperson rate thereafter. Benefit contributions on behalf of the construction assistant shall be based upon the contribution levels applicable to a first year apprentice in that craft.

The number of construction assistants employed by any contractor, when combined with the number of other less-than-journeyman employed by such contractor shall not exceed thirty percent (30%).

The contractor/subcontractor employers will work with the Union' joint apprenticeship committees to permit construction assistants to enter available positions in the apprenticeship programs of the signatory locals on a priority basis.

9. All parties will cooperate to ensure that the maximum application and utilization of the "Helmets to Hardhats" program to assist veterans of the armed forces in transition from military service to employment in the construction industry.
10. Key to effective implementation of the requested addendum will be adherence to pre-job conference guidelines.
11. It is the intent to establish a Tripartite Committee with the participation of Ford, major prime contractors, selected subcontractors, and local union leadership. It is needed and expected that various international representatives will also participate. Meetings will be held as needed but minimally on a monthly basis.
12. Use of the IBEW Voice Data Video (VDV) Addendum.
13. We ask that the above provisions be approved for four (4) year sunset with an annual review by the NMAPC Labor Section and Ford.

# Blue Oval – SK Battery Lab Scope & Manhour Projection





## Blue Oval – SK (BOSK) Battery Manufacturing Plant | Project Scope – Civil Work

- Non-state roadways/ parking lots adjacent to BOSK Battery Plant – Including lighting and signage
- Gates, fencing and security buildings at entrance
- Non-public utility underground utilities including storm/ponds, domestic water, electrical duct banks, fire water tanks and gas
- Non- public utility yards – NMP, hot oil, industrial water, fire, water nitrogen and EM generators
- Containment pads & Site utility trestles

## Blue Oval – SK (BOSK) Battery Manufacturing Plant | Project Scope – Building & Facility Construction

- **Structural**
  - Foundations, structural steel, metal deck, concrete slabs
- **Clean Rooms/ Dry Rooms**
  - CR/DR systems complete (walls, ceilings, enclosures, air locks, support steel etc)
- **Architectural**
  - Enclosure (roofing, siding, windows, doors, loading docks)
  - Interiors (office areas, restrooms, breakrooms, elevators, paint, epoxy, drywall, CMU, OH doors, lockers, turnstiles, security equipment)
- **Facility Mechanical**
  - Fire Suppression
  - Natural gas, chilled water, compressed air, sheet metal ductwork, insulation, and major mechanical equipment
- **Facility Electrical**
  - Major electrical equipment, High voltage/low voltage power distribution, fire alarm, security, audio visual, voice & IT (both raceways and backbone)
- **Process Utilities**
  - Piping mains throughout building, HVAC Duct, Electrical Power and Distribution

## Blue Oval – SK (BOSK) Battery Manufacturing Plant | Scope currently not included

### General

- Any work performed on or near or leading to or into project site by state, county, city or similar government bodies
- Public Road Improvements
- Water wells, water towers and associated work
- Railway work or any item associated.

### Process Equipment Installation

- Receiving or setting or process equipment
- Process equipment connections

## Blue Oval – SK (BOSK) Battery Manufacturing Plant | OVERVIEW

- **Area – ~8 Million SF**
  - ~6M SF Footprint ((2) ~3,000' long x ~1,000' wide)
- **~1.2 Million SF Out Buildings**
  - (1) Admin, (2) Canteens (2) Electrolyte Storage Buildings (2) Safety Test Buildings (2) Reliability Test Buildings,
  - Hazardous Material Storage, Yards, Security Checkpoints, etc
- **Foundations**
  - ~3,800 drilled caissons
  - ~30,000LF of tie beams
- **Structural Steel**
  - ~70,000 Tons of Building Structural Steel
  - ~14,000 Tons of Misc Structural Steel
- **Enclosure**
  - ~6,250,000 SF of membrane roofing
  - ~1,900,000 SF of Metal Siding
  - ~55,000 LF gutters and downspouts
- **Interior Construction**
  - ~10M SF of wall & ceiling surfaces for clean room/dry rooms
  - ~28,000 LF Gyp Board Walls
  - ~650,000 SF of Acoustical Ceilings
  - 800 hollow metal doors

## Blue Oval – SK (BOSK) Battery Manufacturing Plant | OVERVIEW

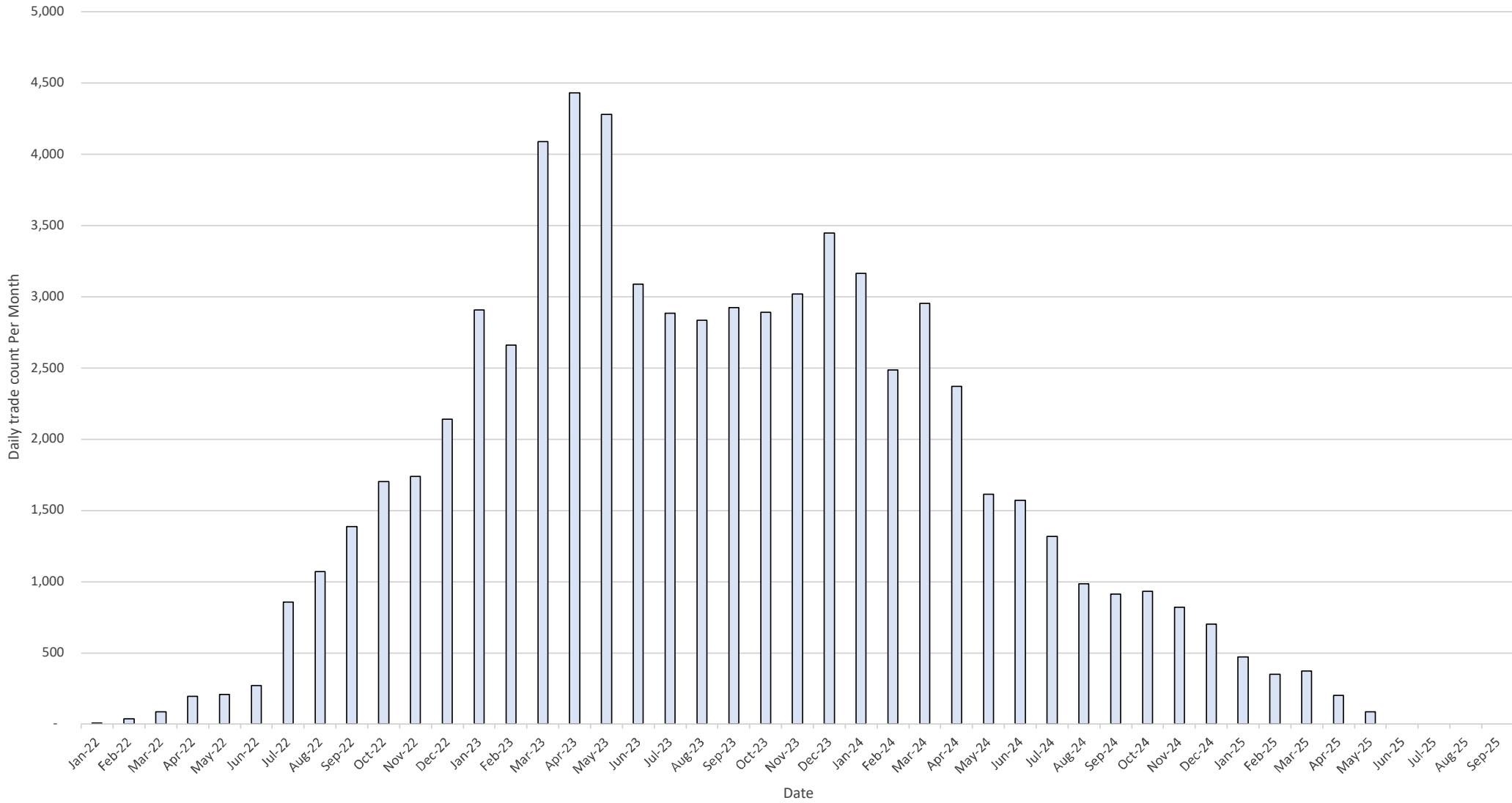
### ▪ **Mechanical Building Systems**

- Natural Gas - ~80,000 LF of pipe mains (4" to 16" dia.)  
20,000 LF of branch piping
- Compressed Air – ~110,000LF of pipe mains (10" to 30" dia.)
- Chilled water – ~20,000LF of pipe mains (30 to 36" dia)  
~80,000 LF of branch piping (4" to 12" dia)
- ~90,000 tons of cooling
- 100+ desiccant AHU's
- 300+ AHU's
- 600+BCU circulation units
- ~8.5M lbs + ductwork
- Fire Protection – 180 bulk main risers/ sprinkler systems, In Rack sprinklers in storage /aging racks

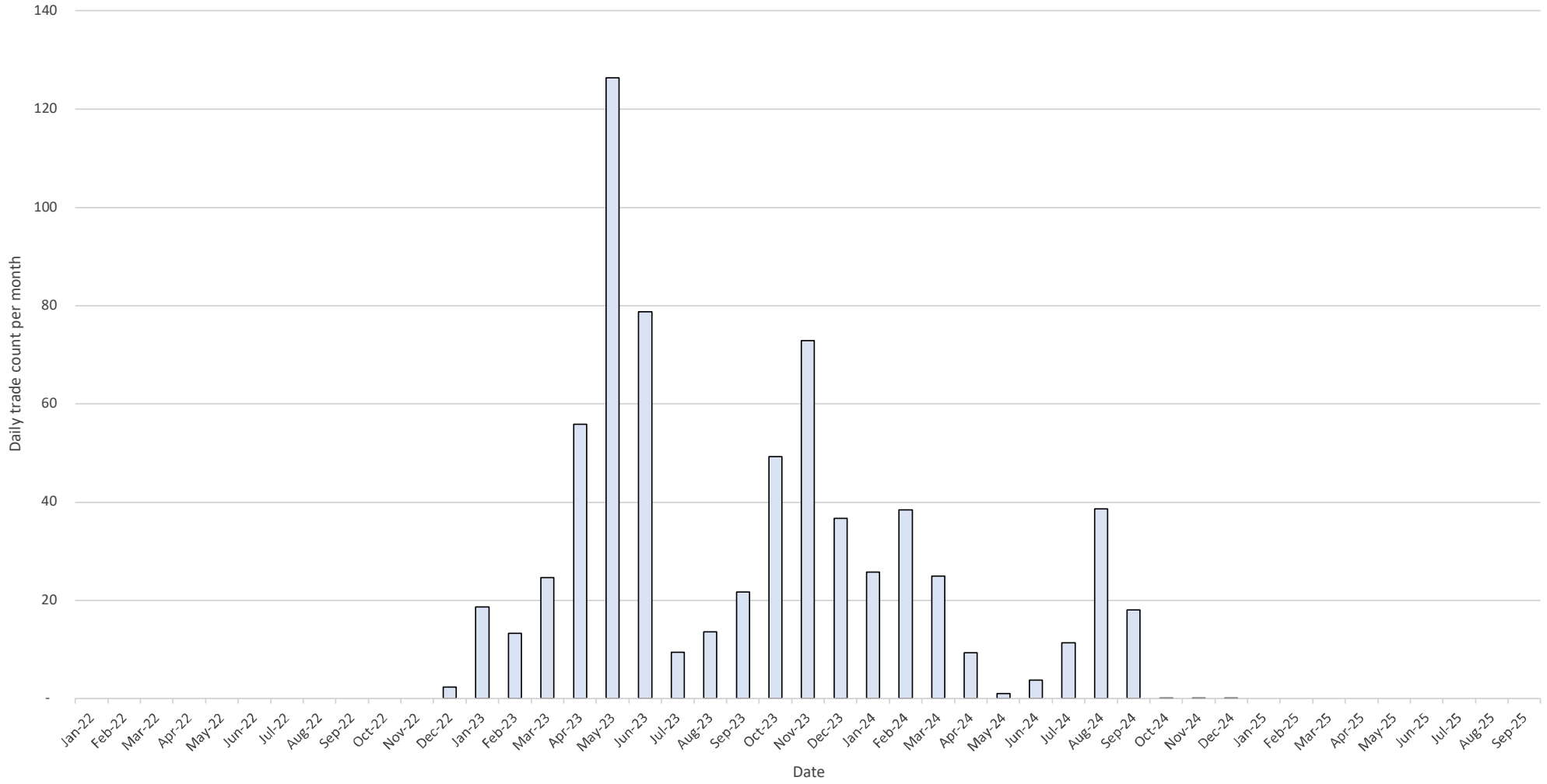
### ▪ **Electrical Systems**

- Power feed for TVA substation to plant
- Primary power to 200 plus substations
- Medium voltage distribution to power distribution panels
- Building and equipment feeds
- LED feeds
- Low Voltage (IT, Access Control, Security, CCTV)

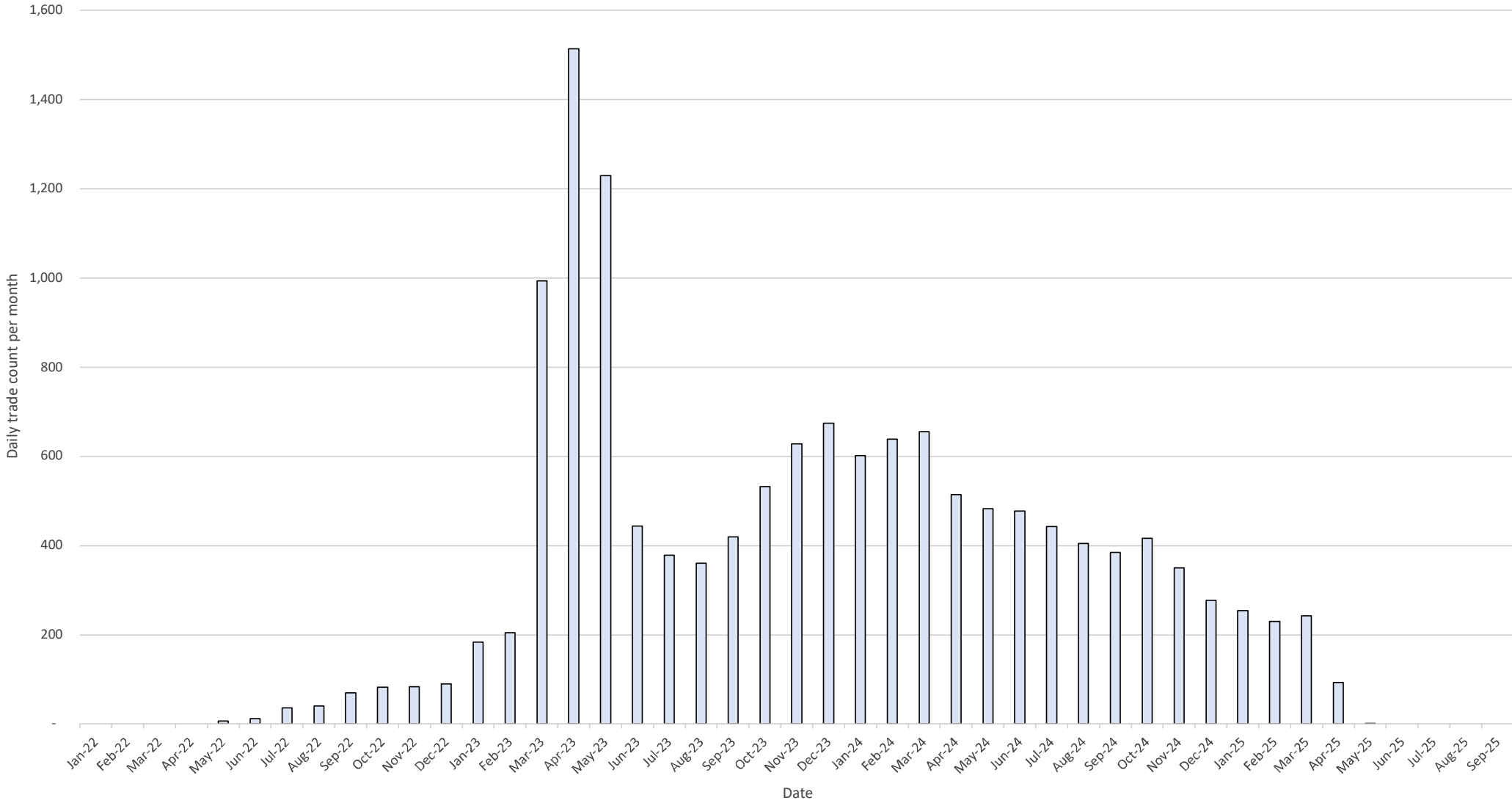
### Blue Oval - SK (BOSK) Battery Manufacturing Plant | Overall



### Blue Oval - SK (BOSK Battery Manufacturing Plant | Brick Layers

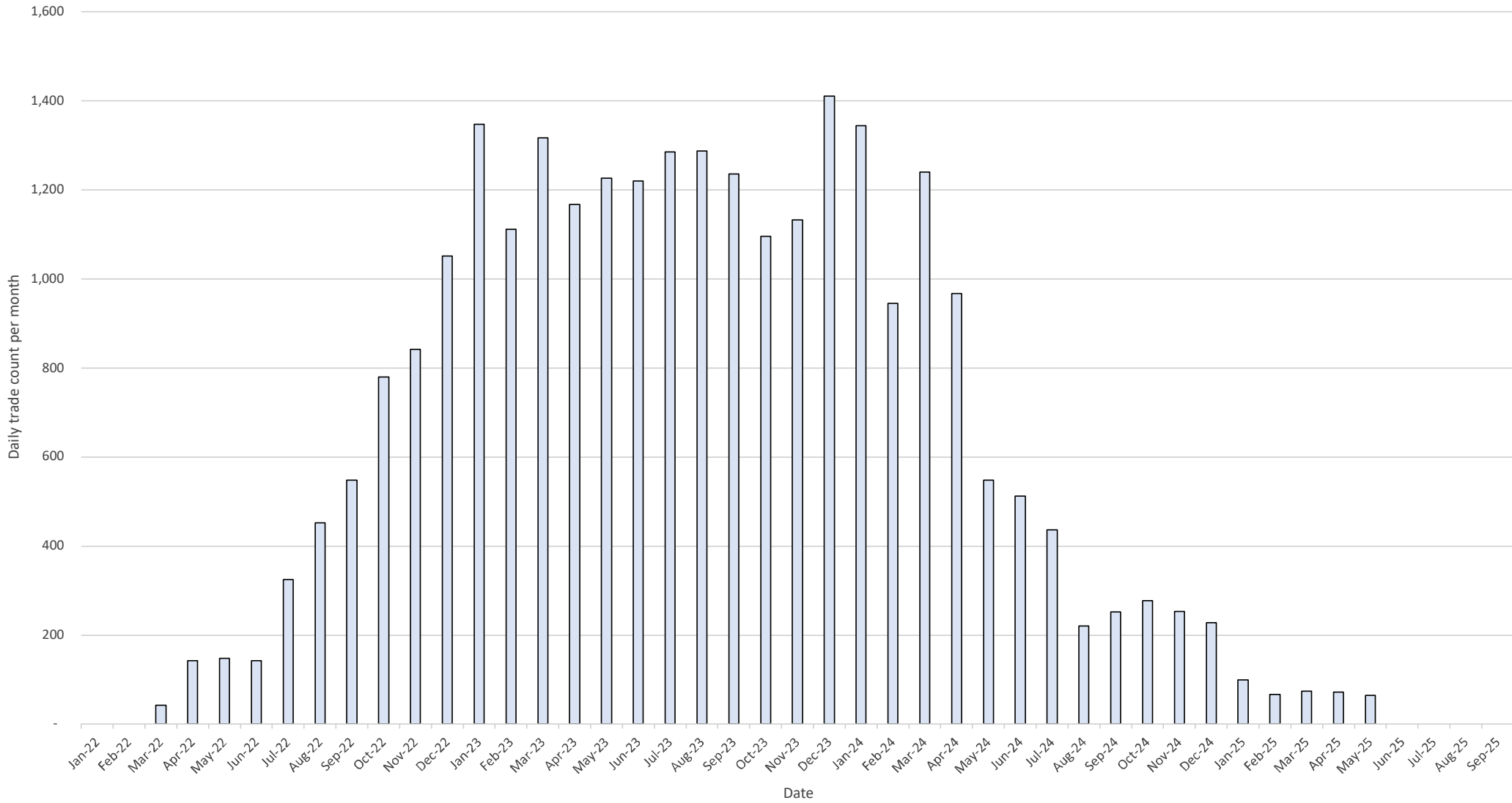


### Blue Oval - SK (BOSK) Battery Manufacturing Plant | Carpenters

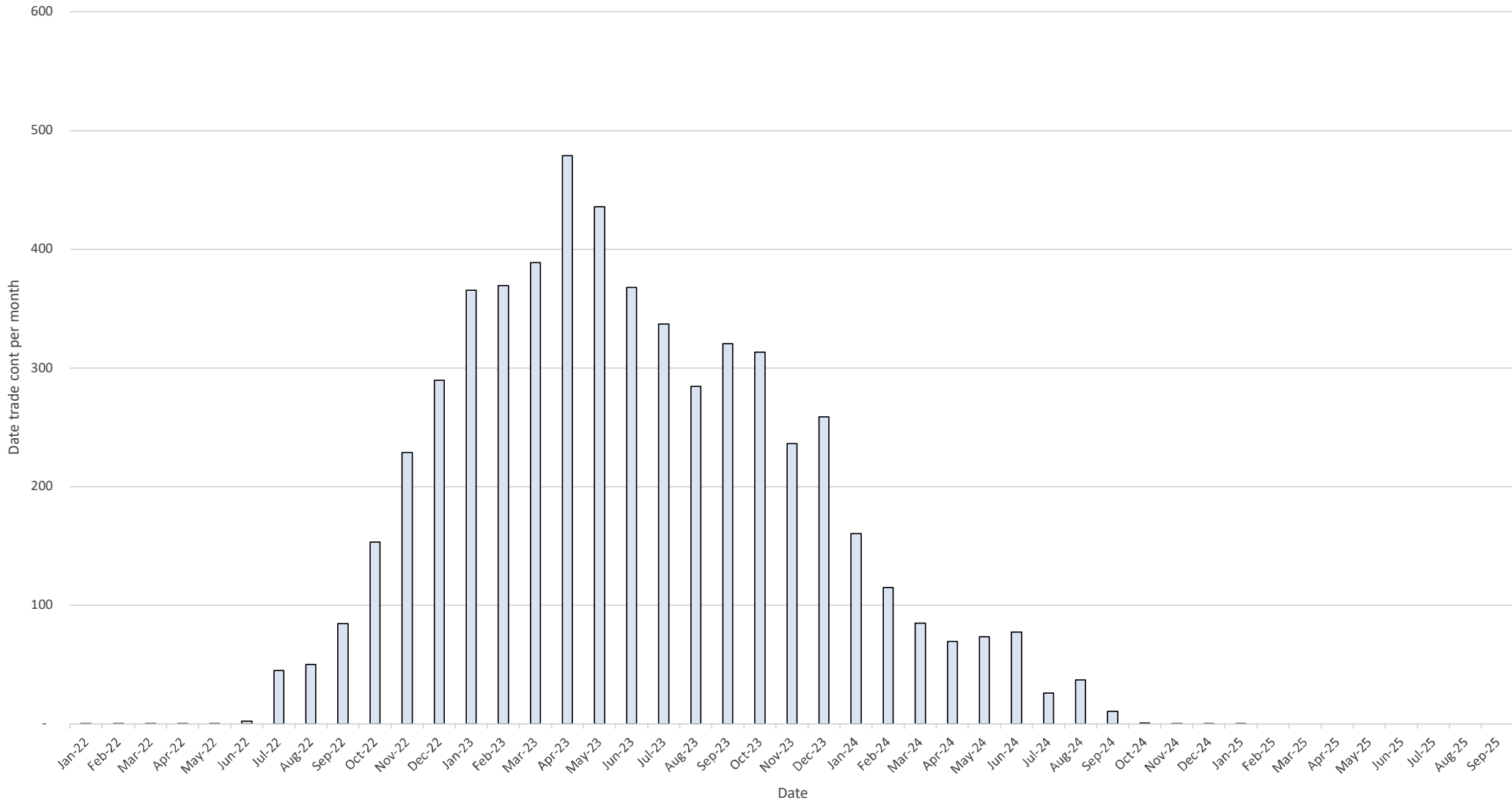




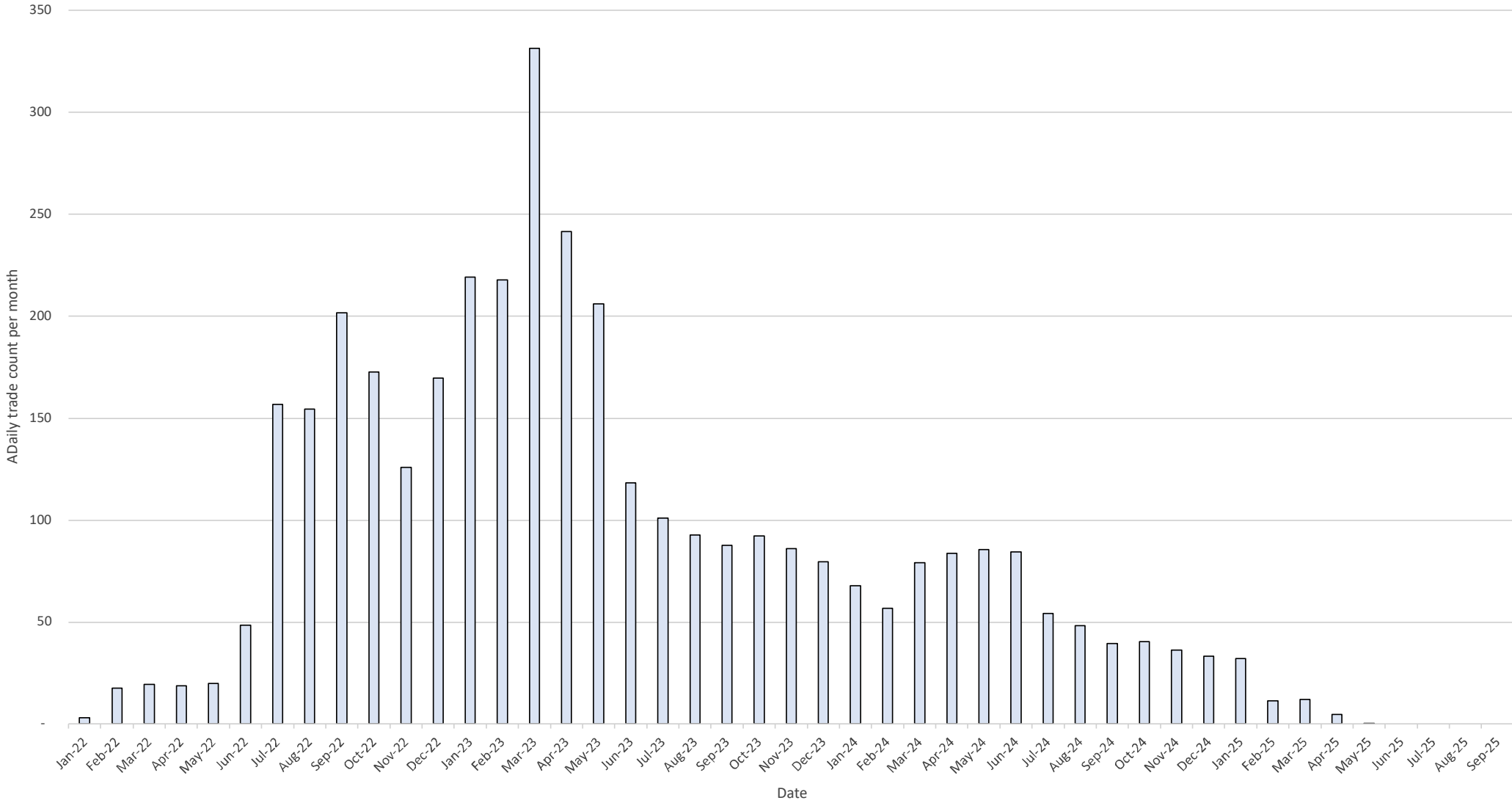
### Blue Oval - SK (BOSK) Battery Manufacturing Plant | Electricians



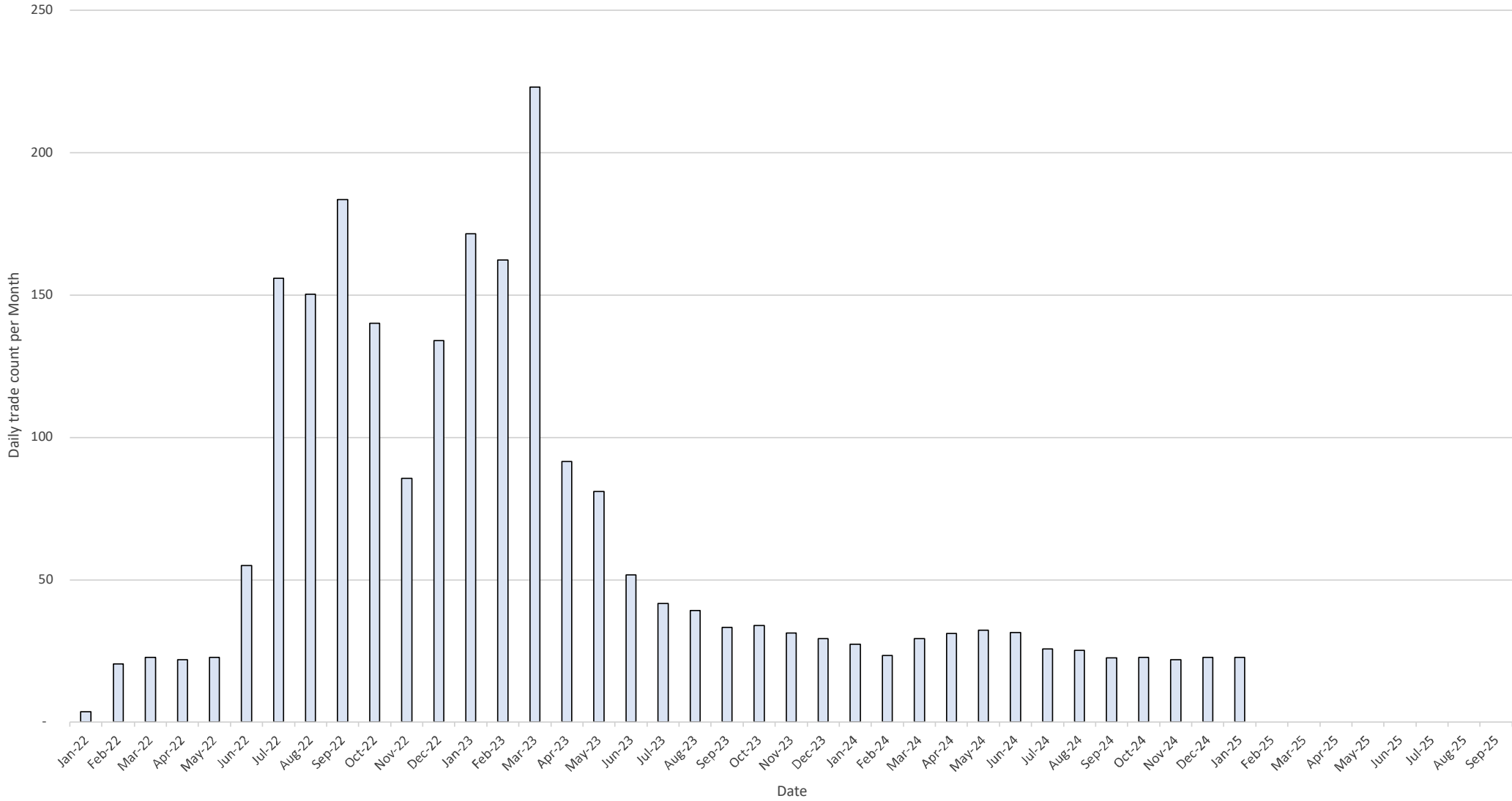
### Blue Oval - SK (BOSK) Battery Manufacturing Plan | Ironworkers & Rod Busters



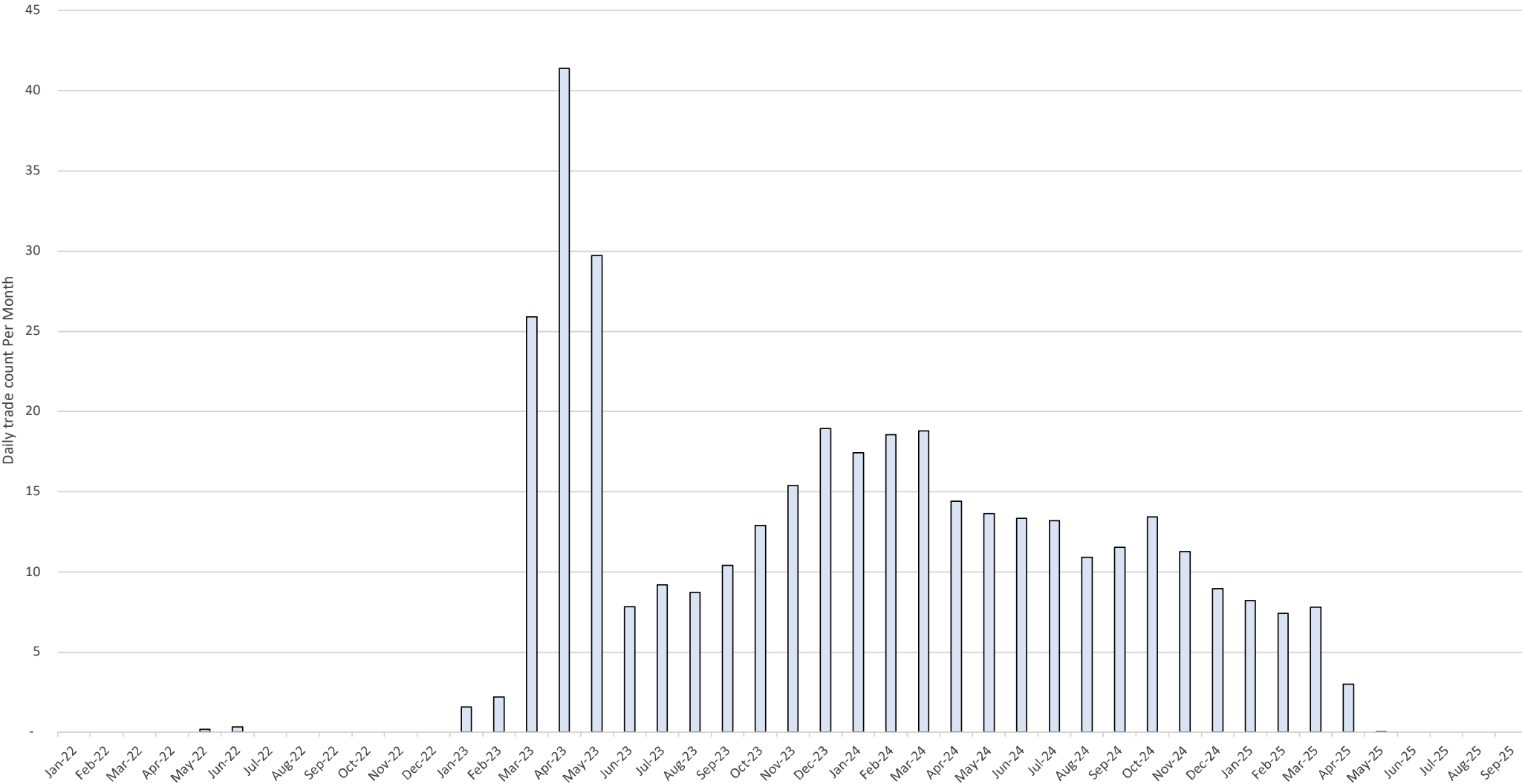
### Blue Oval - SK (BOSK) Battery Manufacturing Plant | Laborers



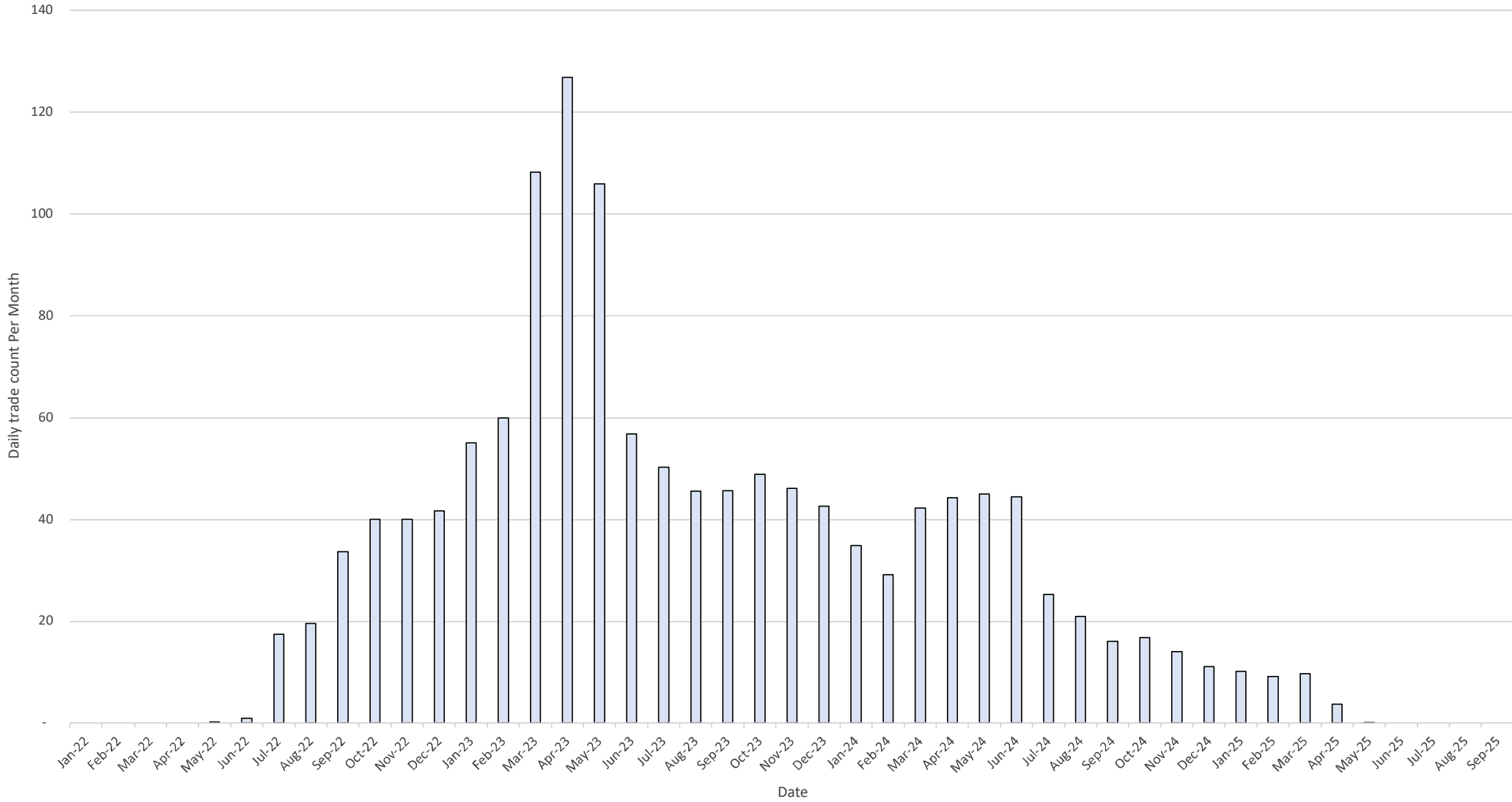
Blue Oval - SK (BOSK) Batory Manufacturing Plant | **Operating Engineers**



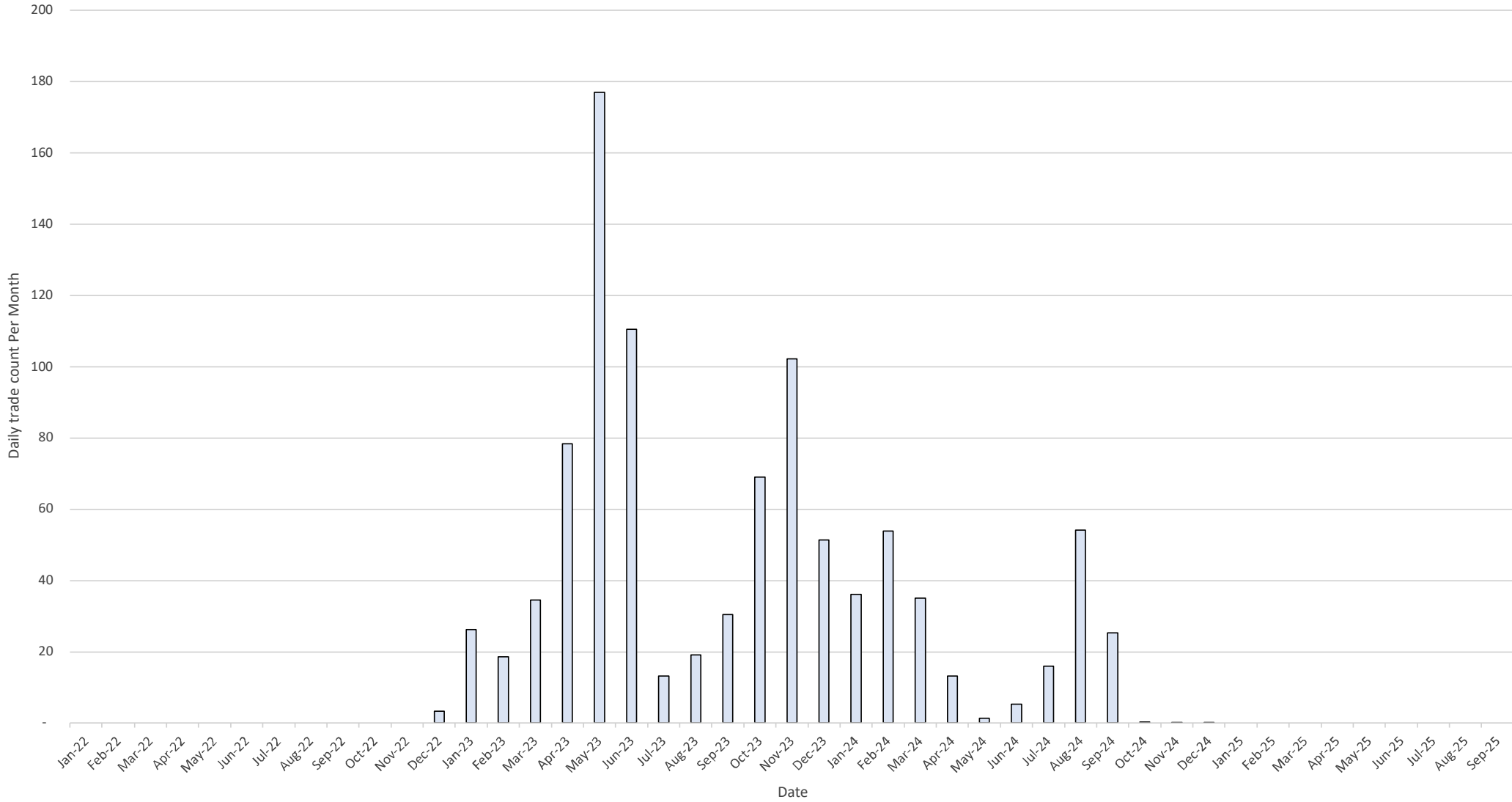
Blue Oval - SK (BOSK) Battery Manufacturing Plant | Painters



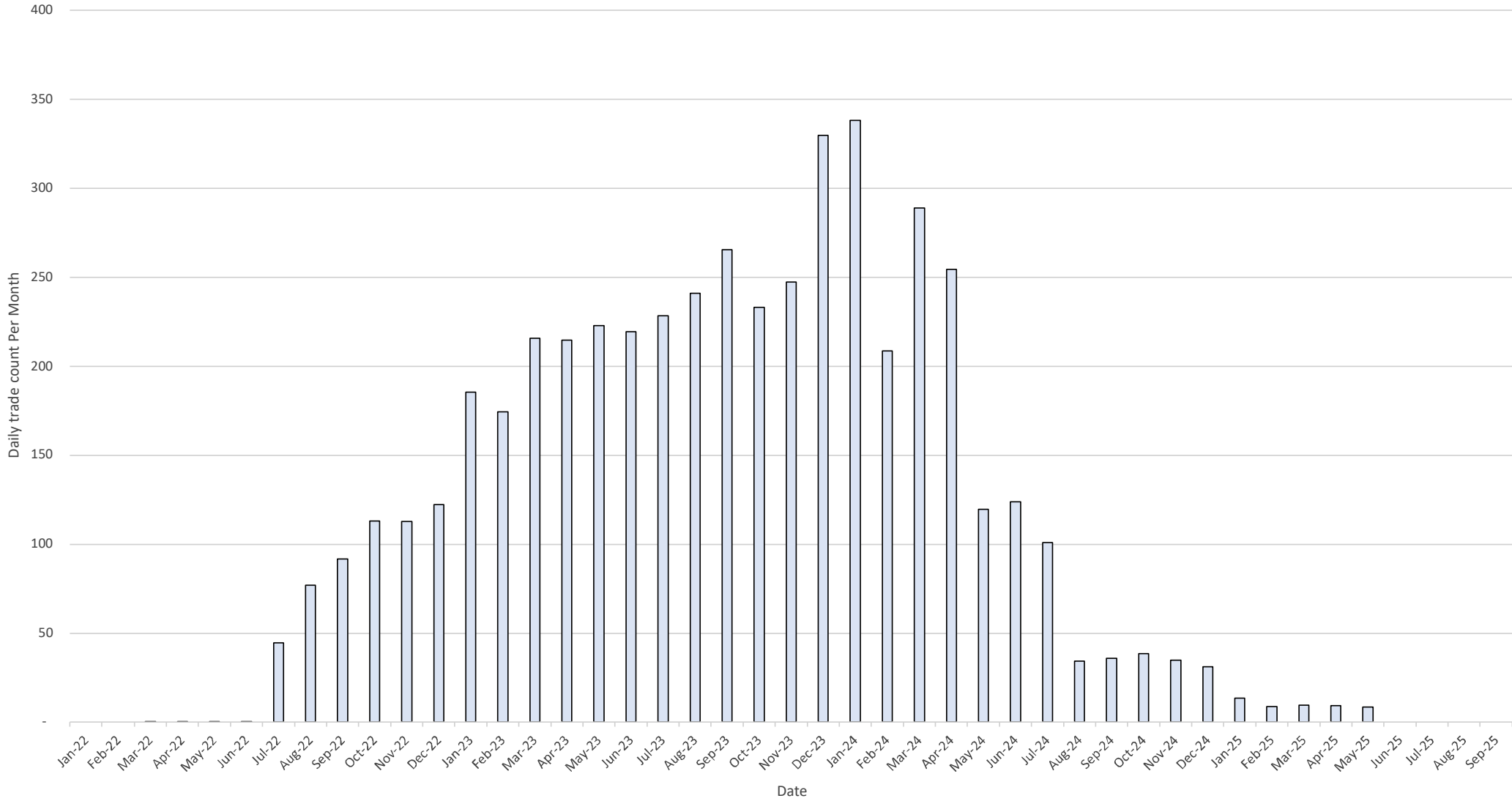
### Blue Oval - SK (BOSK) Battery Manufacturing Plant | Plasterers & Cement Masons



### Blue Oval - SK (BOSK) Battery Manufacturing Plant | Roofers

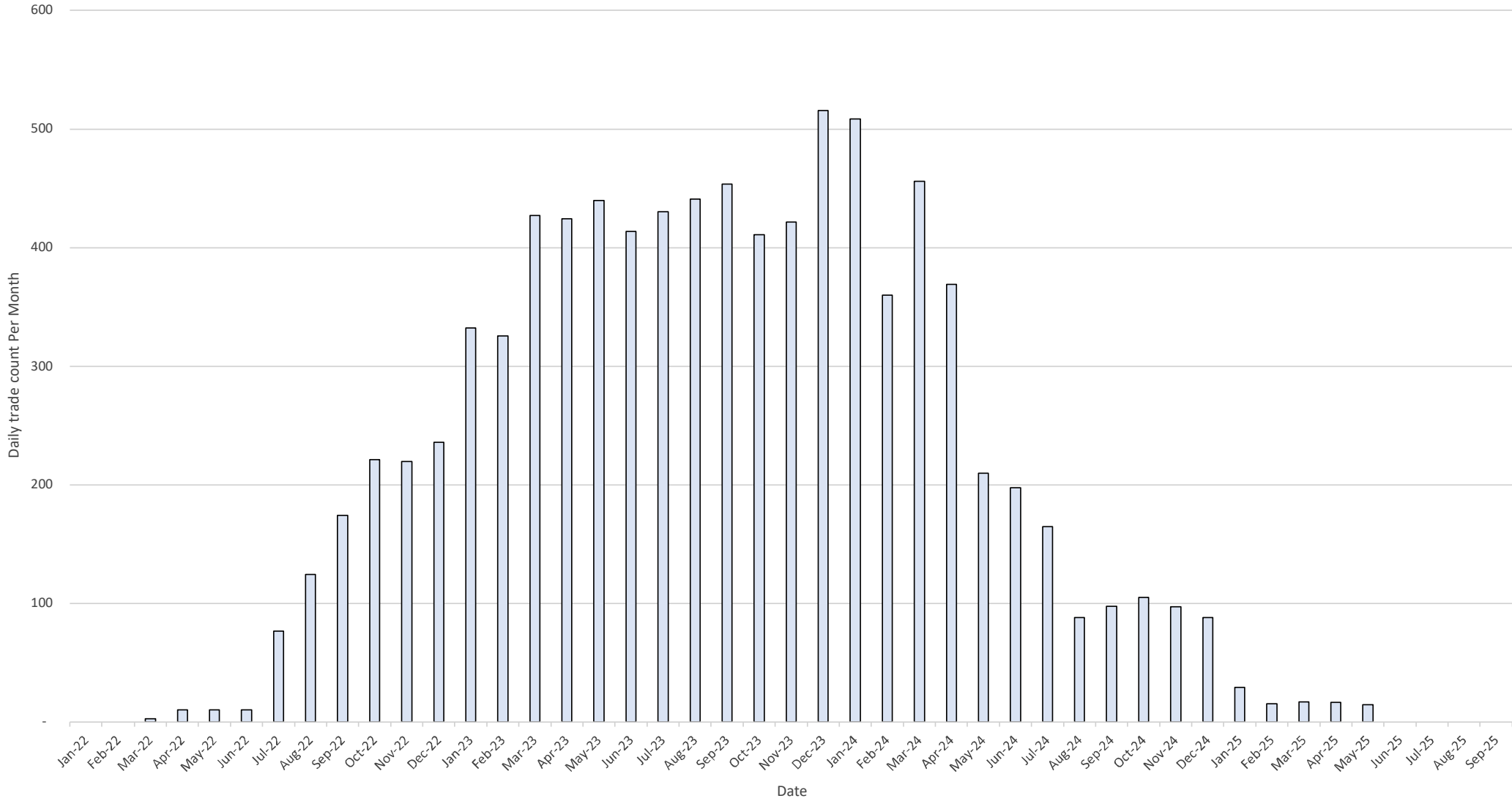


# Blue Oval - SK (BOSK) Battery Manufacturing Plant | Sheet Metal Workers

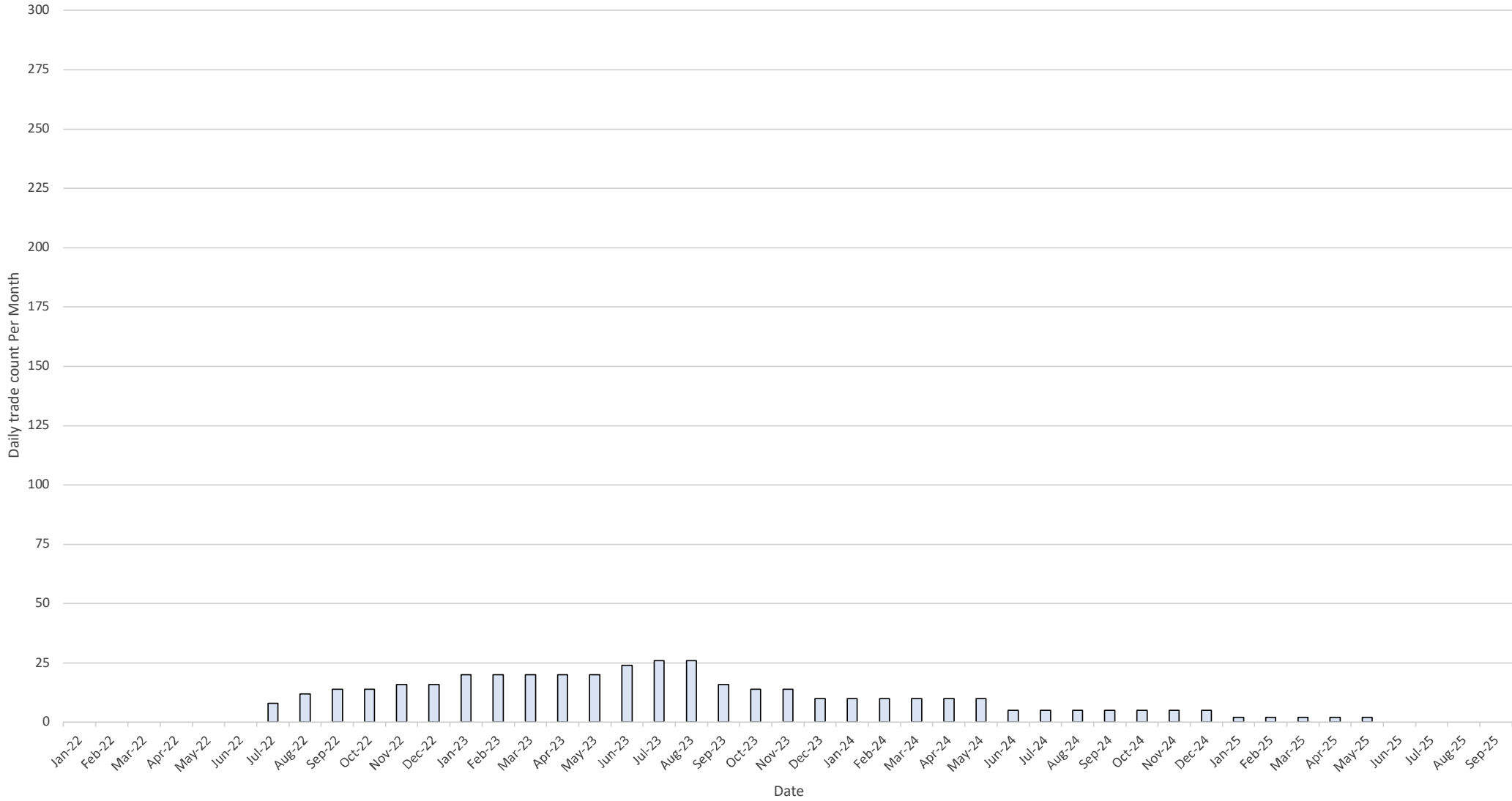




### Blue Oval - SK (BOSK) Battery Manufacturing Plant | Plumbers & Pipe Fitters



### Blue Oval - SK (BOSK) Battery Manufacturing Plant | Teamsters







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Daniel M. Hogan  
Impartial Secretary/CEO

April 15, 2022

Mr. Eric L. Grubb  
Director of Construction  
Ford Motor Company  
330 Town Center Drive, Suite 1100  
Dearborn, MI 48126

Dear Mr. Grubb:

This will acknowledge your attached communication of March 4, 2022, wherein it is requested that Ford Motor Company be allowed to call for bids under the terms of the National Maintenance Agreements (NMAs) as well as utilize an addendum as approved by the National Maintenance Agreements Policy Committee (NMAPC) on April 15, 2022.

Based on the description of work contained in your communication, it appears that activities required for the Blue Oval SK (BOSK) Battery Manufacturing Plant located in Glendale, Kentucky properly falls within the scope of the NMAs. Please be advised that in the event two (2) or more International Unions protest this determination within ten (10) days of the date of this correspondence, then the matter will be referred to the NMAPC – Subcommittee on Work Scope Determinations.

**Therefore, Ford or its selected construction manager may proceed to call for bids (consistent with the enclosed yellow card) under the terms of the NMAs.** In addition, all successful contractors and/or subcontractors must have in their possession approved SERs of the NMAs at this facility prior to commencing with the work. Furthermore, as stipulated in Article V, all contractors must ensure that all of its subcontractors are performing work under the terms and conditions of the NMAs.

Successful contractors and/or subcontractors should be directed to conduct Pre-job Conferences and assign work to the appropriate crafts according to their recognized and traditional jurisdiction. Please be further advised, pursuant to Article XXVI – Reporting Requirements – Administrative Fees of the NMA, all NMA signatory contractors are obligated to report all work hours performed under the NMA on a quarterly basis via the NMAPC website, (www.nmapc.org). Failure to report work hours is a direct violation of the terms and conditions set forth in the NMA and could result in sanctions levied. Finally, Ford is encouraged to monitor their contractors' compliance via the NMAPC website, (www.nmapc.org) and to review approved Site Extension Requests (SERs) of the NMA to all contractors on-site.

Please contact this office if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Daniel M. Hogan", is written over a light blue horizontal line.

Daniel M. Hogan  
Impartial Secretary/CEO

DMH/mpd

cc: NMAPC Labor-Management Committee  
Mr. John Morrison – Greater Louisville BTC  
(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.

