



No-Strike, No Lock-out Provisions of the National Service and Maintenance Agreement – Article XVIII

The no-strike, no-lock-out provisions of the National Service and Maintenance Agreement are an extremely important and necessary condition of the agreement. The service industry is a customer-based business insuring the comfort, safety and health of all building residents. As a result, customers must be assured that their service provider is always available to attend to the needs of their building's systems. If a service contractor were unable to respond to their clients, due to a strike for example, this would result in the immediate loss of that customer (and the likelihood they would never return) and a loss of hours and jobs for our service craftsmen.

Therefore, in the event of a local strike, ALL service work, as defined in Paragraph 11 of the National Service and Maintenance Agreement, shall continue to be performed. This is NOT limited to emergency service work or scheduled PM work but any work necessary to keep a building operating. This includes all inspection, service, maintenance, repairs, start-up, testing, balancing, modifications and replacements of all mechanical, refrigeration and plumbing systems as described in paragraph 11. This also applies to all refrigeration work before performed under Article XXV of the Agreement. Under the terms of Paragraph 64 of the National Service and Maintenance Agreement, it is a violation of the Agreement for any local union or employees of signatory contractors to engage in a strike, slowdown, picketing or any interference with an Employer's service operations. Likewise, it is a violation for any signatory contractor to engage in any work slowdown or to lock-out any employee covered by the NSMA.

Any such violation of these provisions can result in the immediate filing of a grievance (Step 4b of the Grievance Procedure) with the possibility of claims or damages being assessed.

In addition, upon termination of a local agreement, contractors signed to the National Agreement or a local union can invoke paragraph 73 and request implementation of a Schedule "A. Such a Schedule "A" shall be implemented within 30 days of receipt of request and can include service wages and fringes. This paragraph also includes the option of submitting all unresolved issues to the Industrial Relations Council (IRC) as a means to settle all matters.

Approved by Joint UA/MSCA Labor Committee
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