

National Joint Adjustment Board for the Sheet Metal Industry

DECISION

SMART Local Union 55
7209 E. Trent Ave.
Spokane Valley, WA 99212

Inland NW SMCA
3810 E. Boone Ave. #202
Spokane, WA 99202

Re: Article X, Section 8: SMART Local Union 55 &
Inland Northwest Sheet Metal Contractors
Association (NE Washington & N Idaho)

Ladies and Gentlemen:

The National Joint Adjustment Board (NJAB) for the Sheet Metal Industry met September 18, 2024, in St. Louis, MO to hear the above-referenced matter.

Bette Price, Jon Uanos, Patrick Roberts, Mark Krewell, and Brian Fair appeared on behalf of the Inland Northwest Sheet Metal Contractors Association. Kolby Hanson, Garret Crouse, Lance Deyette and Brian Walters appeared on behalf of Local 55.

A review of the record demonstrated that all procedural requirements had been met. The matter, therefore, was properly before the NJAB for decision.

Based on the record and testimony of the parties, the NJAB rendered the following unanimous decision:

The parties are directed to implement a four-year agreement beginning June 1, 2024 through May 31, 2028 with the following changes:

ARTICLE 1

Year 1 dollar amount

Year 1

June 1st 2024 - \$2.50

Dec 1st 2024 – \$2.50

(Dec 1st \$2.30 Total Package and \$0.20 Contractor JATC kicks in for a total increase of 2.50)

Year 2 dollar amount

Year 2

June 1st 2025 - \$3.00

Dec 1st 2025 – \$3.00



Year 3 dollar amount	Year 3 June 1 st 2026 - \$5.00
Year 4 dollar amount	Year 4 June 1 st 2027 -\$4.50
	\$20.50 over 4 years

Sub Match T/ C starting 10/1/24 and thereafter.

Eliminate Whitman County Zone pay language removed from Contract

Apprentice Ratio 1:1 – Sunset to occur at closure of negotiations in 2028

Org Trust. – Year 2 increase by \$.25, Year 4 increase \$.25

75 Mile travel – Introduce language that says for jobs equal to or greater than 7 Consecutive days in duration, subsistence at 75 miles will apply. For jobs less than 7 Consecutive days in duration, 125 miles will trigger subsistence.

Article 1 wording to be removed (E)” as specifically documented in this agreement”

JATC Funding/building fund – Labor supports a \$.20 membership allocation to the JATC building fund match to Management’s \$.20 contribution.

The parties are directed to implement the attached Memorandum “JATC Building Fund Contributions”.

ARTICLE XI, SECTION 5 Change as follows:

SECTION 5: All applicants for apprenticeships shall be a minimum of seventeen (17) years of age.

ADDENDUM #1, ARTICLE XIV, SHIFT WORK: Change as follows:

NE WA/N ID: Shift work will be permissible on a two (2) or three (3) shift basis when established and scheduled to work for a period of five (5) consecutive workdays. No employee shall lose any time due to change in shift.

MATERIAL HANDLER WAGE CHART: Management to fund and correct for the un-negotiated 2018 requirement to fund ITI/NEMIC/SMOHIT on all wage charts \$0.17

ARTICLE III, SECTION 2, Section 2 Change as follows: DELETE ‘SE WA / NE OR ONLY’/include NE WA/N ID. Any signatory contractor to this Agreement as well as multiple crafts, who hold “pre-job” meetings with other signatory craft union(s), shall include representatives of SMART Local 55 in all pre-job meetings. Not less than 3-day notice shall be given in writing to SMART Local 55 Regional Manager or representative.

No further changes, except those agreed to locally by the parties, are directed.

Your attention is directed to the following language contained in the Procedural Rules of the NJAB under Article X, Section 8 (a):

“The unanimous decision of said Board shall be final and binding upon the parties, reduced to writing, signed and mailed to the parties as soon as possible after the decision has been reached.”

BY ORDER OF THE BOARD

CO-CHAIR

CO-CHAIR

DATE

Memorandum of Understanding (MOU) by and between SMACNA Contractors and Independents (The Employer(s))
And
SMART/Sheet Metal Workers Local #55 (The Union)

This Memorandum of Understanding (MOU) establishes the terms under which The Contractors and The Union agree to support a joint contribution to the Joint Apprenticeship and Training Committee (JATC) Building Fund. Additionally, this MOU outlines the formation of a Labor-Management Task Force to assess and guide the future of the JATC Building Fund.

JATC Building Fund Contributions:

Effective **December 1, 2024**, The Union agrees to support a \$0.20 per hour membership allocation to the JATC Building Fund.

The Contractors will contribute a matching \$0.20 per hour towards the JATC Building Fund.

These contributions are intended to support the future development, of the JATC Training Center Capital account. These funds are to be assigned as a separate defined breakout under the "training category" on the wage sheet and the contribution values shown within. The contributions are limited to the term of this current CBA agreement and sunsets May 31st 2028.

Sunset Provision of the Building Fund:

This MOU acknowledges that the current structure of the JATC Building Fund is not indefinite. The contributions detailed above will continue until the Labor-Management Task Force provides recommendations regarding the continuation or modification of the JATC Building Fund, as further described below.

Labor-Management Task Force Creation:

A Labor-Management Task Force will be established to review the current and future needs of the JATC Building Fund.

The Task Force will be composed of equal representation from both Management and Labor, ensuring balanced input in decision-making processes.

The Task Force will be responsible for defining:

- The structure of the JATC Building Fund.
- The appropriate level of funding for the Fund.
- The duration of the Fund, including potential sunset provisions or extensions.
- The Building Plan, Budget, and Timeline of the project.
- In the event the task force teams determine the funding and or building project does not proceed to completion, the task force is responsible to define the dissolution of funds back to sponsoring organizations.

Responsibilities of the JATC Co-Chairs:

The co-chairs of the JATC will assess the operational and financial needs of the JATC Building Fund. They will provide a formal report with recommendations to the Labor-Management Task Force regarding the continuation, adjustment, or termination of the current \$0.20 contributions from both parties. This report will be delivered within six (6) months from the effective date of this MOU.

Review and Continuation:

The findings and recommendations of the Labor-Management Task Force will be reviewed by the respective leadership of both SMACNA/Independent Contractors and SMART Local 55. Based on these recommendations, both parties will mutually agree on whether to extend, adjust, or terminate the JATC Building Fund contributions. Any changes to the fund will be implemented through a subsequent MOU or formal agreement.

Duration of Agreement:

This MOU will remain in effect until a formal resolution regarding the JATC Building Fund is reached by both parties, based on the recommendations of the Labor-Management Task Force.