

National Joint Adjustment Board for the Sheet Metal Industry

DECISION

SMART Local Union 66
11831 Beverly Park Rd., B-2
Everett, WA 98204

Feller Heating & Air Conditioning
501 Virginia St.
Bellingham, WA 98225

Blythe Mechanical, Inc.
3000 W. Illinois St.
Bellingham, WA 98225

Harris Pacific NW, LLC
3436 Airport Dr.
Bellingham, WA 98226

Re: Article X, Section 8: SMART Local Union
66 & Bellingham Independent Employers

Ladies and Gentlemen:

The National Joint Adjustment Board (NJAB) for the Sheet Metal Industry met September 17, 2024, in St. Louis, MO to hear the above-referenced matter.

Jon Ewing, David Morse and Steve Felbinger appeared on behalf of the Employers. Devin Leingang, Sam Hem, Bryan Johnson, Wayne Petty and Lance Deyette appeared on behalf of the Local Union.

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 5-year agreement beginning June 1, 2024, through May 31, 2029, with the following changes:

Wages:

June 1, 2024	\$3.50
December 1, 2024	\$3.00
June 1, 2025	\$2.50
December 1, 2025	\$2.50
June 1, 2026	\$2.50
December 1, 2026	\$2.50

June 1, 2027	\$2.50
December 1, 2027	\$2.50
June 1, 2028	\$2.00

Subsistence:

Reinsert “First class room and board language”

Current contract language with the clarification for Alaska and Hawaii covered by DOD rates.

Withdraw the addition of ferry language (see attached)

Addendum 2:

TA Venting Specialist at 50% of BT JM Wage

Level 3 Journeyman: 63% of BT JM Wage

Level 2 Journeyman: 58% of BT JM Wage

Level 1 Journeyman: 55% of BT JM Wage

Section 4. If required to be on call, Service Journeyman and Apprentices shall receive standby pay in the sum of thirty-five dollars (\$35) per day, if they are not provided with a truck on a full-time basis. If they are provided with a truck on a full-time basis and required to be on call, Service Journeyman and Apprentices shall receive standby pay in the sum of fifteen dollars (\$15) per day Monday – Saturday, and thirty-five dollars (\$35) per day for Sunday and holidays.

All Apprentice % based on Level 2 Journeyman.

TA Period 2 68% Residential Apprentice

TA Article 7 – Hours of work to remain current contract language.

ARTICLE V
Subsistence

- A. Subsistence will be paid when the cost of daily mileage and travel time are in excess of the subsistence rate. The Employer shall provide first class board and lodging or pay an employee the seasonal General Service Administration (GSA) or the current Department of Defense (DOD) Per Diem rates in the area where the work is being performed and these monies shall be paid in advance. In the event subsistence is paid in connection with work performed in a geographical area covered by another labor agreement to which this union is signatory that provides for different rates of subsistence, then the employer shall provide first class board and lodging or pay the employee the higher amount a daily or weekly basis.

- B. The Employer shall pay subsistence to the employee for the day they are directed to the job and any and all out-of-pocket expenses for the day they return to the shop. Employee shall not be entitled to return expenses if they voluntarily quit.

- C. When an employee is required to travel by bus, train, or plane they shall receive transportation and travel pay at the beginning from the bus terminal, railroad station, or airplane feeder closest to the Employer’s shop and on termination back to the same point. The employee shall have the opportunity to get in the full eight hours including travel and job site time.

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