

National Joint Adjustment Board for the Sheet Metal Industry

DECISION

SMART Local Union 55
5682 Albatross Street
Boise, ID 83705

Inland NW S/M Contractors Assoc.
3810 E. Boone Ave. #202
Spokane, WA 99202

Re: Article X, Section 8: SMART Local
Union No. 55 & Inland Northwest Sheet Metal
Contractors Association

The National Joint Adjustment Board (NJAB) for the Sheet Metal Industry met June 13, 2023, in Portland, Oregon, to hear the above-referenced matter.

Carl Marcum and Bette Price appeared on behalf of the Employers' Association. Kolby Hanson, JR Finlay, and Delroy Wood 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 execute a three (3) year agreement, effective from June 1, 2023, through May 31, 2026, with the following terms and conditions.

Wage and fringe increases as follows.

6/1/2023	\$4.00
6/1/2024	\$3.50
6/1/2025	\$3.50

Article II, Section 1, of Addendum #1 shall be replaced by the following.

SECTION 1:

From June 1, 2023, through June 30, 2023, this Section 1 shall be as follows. Zone Pay & Subsistence shall be established from the contractor's primary place of business. Out of town signatory contractors zone pay shall be established from the Union Hall at 5682 Albatros, Boise, ID. (With the understanding no signatory contractor having advantage over one another.)



Effective July 1, 2023, the following language shall supersede and replace the above language in this Section 1. That is, effective July 1, 2023, this Section 1 shall be as follows:

SECTION 1: "FREE ZONE" AND SHOP DEFINITIONS: A distance of 50 road miles – no secondary roads – from each dispatch point will be used to determine the “free zone” of travel and will be established as follows.

(a) City center of the city or town in which the Employer’s shop is located: A distance of fifty (50) miles will be utilized for each Employer to determine the free zone when an employee is required to report to a job site.

(b) City center or town of the employee’s residence to the job site: A distance of fifty (50) miles will be utilized for each employee to determine the free zone when an employee is required to report to a job site.

(c) The quickest route shall determine the free zone for (a) and (b) and, whichever is closer to the job site, city center of shop location or residence.

(d) Shop: An established shop shall be a permanent place of business of the Employer in a business location fronting a business street. A job site or temporary shop (industrial job site shops or temporary shops of any type) do not meet the intent of this Section.

(e) Employers not having a signed agreement with SMART Local Union No. 55 (out of town contractors) shall use the city center of the city or town of the employee’s residence or the city center of the Local Union (*i.e.*, Boise, Idaho) as the dispatch point.

The parties will execute the following Letter of Understanding.

Letter of Understanding
Between
Inland Northwest Sheet Metal Contractors Association
And
SMART Local Union No. 55

Per Article VI Section 1 of the contract between SMART Local 55 and the Signatory contractors of Inland Northwest Sheet Metal Contractors Association, the contractor may establish a four (4) day, ten (10) hour shift.

This Letter of Understanding is site specific to Micron In-House only. If an employee misses a day of work during the week and wishes to make it up on a separate day, the employee may be able to make up the missed day at straight time wages with employer approval.

In the event the project work schedule is increased beyond the regular forty (40) hour work week, employees that miss a maximum of one (1) partial day in the week that is less than one-half of the scheduled shift, will still be entitled to time and one-half pay on the fifth day. Saturday and Sunday will be subject to the master agreement rules as stipulated in Article VI, Section 2.

This Letter of Understanding is effective June 1, 2023, and terminates May 31, 2026.

[Add signature block for signatures of both parties.]

The parties shall create and convene a Joint Task Force consisting of members appointed by both parties. The purpose of the Task Force shall be to discuss and address problems and concerns related to employee absenteeism, the 40-hour workweek and overtime, and the Micron site. The Task Force shall meet no less than two times per contract year during the duration of the collective bargaining agreement.

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: _____