

# National Joint Adjustment Board for the Sheet Metal Industry

P.O. Box 220956  
Chantilly, VA 20153-0956

August 25, 2011

TO: Local Union Business Managers  
SMACNA Chapter Executives

FROM: Patrick Riley  
SMWIA Counsel

Joye Blanscett  
Administrator, NJAB

Enclosed, please find copies of the newly revised Procedural Rules for the National Joint Adjustment Board for the Sheet Metal Industry. The fourteenth edition of the Procedural Rules has been updated and includes new submittal forms for Article X §3 (panel hearings), Article X §4 and Article X §8 cases before the National Joint Adjustment Board. Of note, the new Article X §8 submittal form now requires:

- 1) Submissions to include wage and fringe information on all sheet metal locals and contractual areas immediately adjacent to the area in dispute. Additional areas may be included if representative of the market area in dispute.
- 2) Submissions to include market share information. Parties should indicate the percentage of market share the unionized sheet metal industry has in the area in dispute as well as provide an explanation for how the market share information was compiled.

The new procedural rules will take effect on October 1, 2011. Use of the new forms is strongly recommended but not required for submittals to appear before the October 2011 NJAB.

The Procedural Rules as well as the updated submittal forms are available on the SMACNA website by going to [www.smacna.org](http://www.smacna.org) and clicking on labor relations. You may contact Patrick Riley at (202) 662-0847, [priley@smwia.org](mailto:priley@smwia.org) or Joye Blanscett at (703) 803-2997, [jblanscett@smacna.org](mailto:jblanscett@smacna.org) should you have any questions about the new rules or if you wish to review a red-lined version of the Procedural Rules showing changes made from the 13<sup>th</sup> edition.

Enclosure

# Procedural Rules for the National Joint Adjustment Board for the Sheet Metal Industry

The Standard Form of Union Agreement for the Sheet Metal Industry provides that grievances, as well as disputes over the failure to negotiate the renewal of a collective bargaining agreement, shall be heard under such procedures as may be established by the National Joint Adjustment Board. In circumstances where the National Joint Adjustment Board has revised its Procedural Rules, the revised procedures have been applied to any dispute submitted to the National Joint Adjustment Board on or after the effective date of those revisions. The procedures set forth in this 14th Edition of the Procedural Rules for the National Joint Adjustment Board for the Sheet Metal Industry shall govern any grievance proceeding under the provisions of Article X, Sections 3 or 4, any contract ending dispute under the provisions of Article X, Section 8, or any dispute concerning the terms of a specialty addendum under the provisions of Article X, Section 10, that is submitted to the National Joint Adjustment Board on or after October 1, 2011.

**ALL CORRESPONDENCE TO THE NATIONAL JOINT  
ADJUSTMENT BOARD MUST BE SENT TO:**

**NATIONAL JOINT ADJUSTMENT BOARD  
P.O. Box 220956  
Chantilly, VA 20153-0956**

or

**4201 Lafayette Center Drive  
Chantilly, VA 20151-1219**

**Fourteenth EDITION  
2011**

# FOREWORD

The National Joint Adjustment Board is established to serve the entire sheet metal industry.

Any segment of the sheet metal industry, where contractual relations exist between employers of organized sheet metal journeymen and the Sheet Metal Workers' International Association, or any local union affiliated therewith, may avail itself of the services of the National Joint Adjustment Board when requested by either one of the parties to a controversy, provided the necessary preliminary steps have been taken and have failed to resolve the differences.

The National Joint Adjustment Board was incorporated in the 1955 Standard Form of Union Agreement, jointly drafted and jointly accepted by the Sheet Metal and Air Conditioning Contractors' National Association, Inc. and the Sheet Metal Workers' International Association.

For many years, parties signatory to the Standard Form of Union Agreement in the sheet metal industry had established Local Joint Adjustment Boards, with equal representation, to which were referred all matters of controversy or dispute arising out of the operation of the local labor agreement.

If the Local Joint Adjustment Board failed to adjust or settle the controversy, the only recourse previously available was the Federal or State courts having jurisdiction and, in a few instances, the NLRB.

The National Joint Labor Relations Adjustment Committee, representing Sheet Metal and Air Conditioning Contractors' National Association and the Sheet Metal Workers' International Association, after months of study of this lack of a final arbitration procedure, agreed to the establishment of the National Joint Adjustment Board.

The procedure by which controversies are settled is set forth in the Agreement described in this document.

These procedures were first approved as a "Resolution" adopted by Sheet Metal and Air Conditioning Contractors' National Association at its 1955 Annual Convention and by Sheet Metal Workers' International Association's Executive Council in 1953.

The operation of the National Joint Adjustment Board is to promote, improve and maintain peaceful labor-management relations by creating this medium for adjudication of locally deadlocked disputes and to discourage strikes, lockouts and work stoppages in the entire sheet metal industry.

The National Joint Adjustment Board submits that reasonableness, patience, good will and a cooperative effort to see the merits and justice of claims put forth by any party are an indispensable foundation for the National Joint Adjustment Board to successfully resolve labor-management disputes and controversies.

THE NATIONAL JOINT ADJUSTMENT BOARD  
for the  
SHEET METAL INDUSTRY

In administering and conducting dispute resolution activities under the arbitration procedures of the Standard Form of Union Agreement, the National Joint Adjustment Board, the Sheet Metal Workers International Association, the Sheet Metal and Air Conditioning Contractors National Association, Inc., and their representatives, are functioning as arbitrators and not the representative of any entity that is party to such dispute. Therefore, they shall enjoy all of the rights, privileges, and immunities afforded to arbitrators under applicable law.

The Standard Form of Union Agreement is a recommended contract form that is revised from time to time by the Sheet Metal Workers International Association and the Sheet Metal and Air Conditioning Contractors National Association, Inc. In establishing such recommended contract form, neither the Sheet Metal Workers International Association, nor the Sheet Metal and Air Conditioning Contractors National Association, Inc. has acted as the bargaining representative of any entity that may adopt all or part of the language of the Standard Form of Union Agreement. Furthermore, neither the Sheet Metal Workers International Association, nor the Sheet Metal and Air Conditioning Contractors National Association, Inc., shall be deemed to be a party to any such collective bargaining agreement including such language.

**RESOLUTION**  
**Establishing**  
**The National Joint Adjustment Board**  
**And Its Rules For Procedure**

WHEREAS, The Sheet Metal and Air Conditioning Contractors' National Association, Inc. and the Sheet Metal Workers' International Association recognize that the best interests of employers and employees in the sheet metal industry will be served by the prompt and orderly settlement of disputes which may arise among such employers and employees, and

WHEREAS, The Sheet Metal and Air Conditioning Contractors' National Association, Inc. and the Sheet Metal Workers' International Association, while emphasizing the desirability of settling such disputes at the local level, nevertheless believe that there should be made available for use a tribunal to which unresolved disputes may be submitted for final determination:

NOW, THEREFORE, BE IT RESOLVED, that this National Joint Labor Relations Adjustment Committee be constituted as a Board to be known as the NATIONAL JOINT

ADJUSTMENT BOARD (hereinafter called the Board) to which may be submitted for final disposition and settlement, under the procedure prescribed herein, certain types of disputes between employers in signed agreement with local unions affiliated with Sheet Metal Workers' International Association and said local unions.

The Board shall have jurisdiction over labor-management disputes including:

- (a) disputes arising out of the interpretation or application of collective bargaining agreements.
- (b) submissions under Article X, Section 8 of the Standard Form of Union Agreement.
- (c) submissions under Article X, Section 10 of the Standard Form of Union Agreement relating to disputes over the initial establishment or amendment of terms for specialty addenda.

In order to invoke the jurisdiction of the Board the following conditions must be met:

- (a) Application for the Board's services is requested by either the employer or employers or the union or unions involved in the dispute.
- (b) There exists no stoppage of work by strike, lockout or other interference with work by the party requesting services of the Board at the time of the invocation of the Board's services or during the handling of a dispute.
- (c) All applicable prior procedures of the Local Agreement have been followed.

The two sponsoring organizations have established recommended contract language in the Standard Form of Union Agreement for the Sheet Metal Industry, as well as these Procedural Rules that govern proceedings before the National Joint Adjustment Board. In establishing these Procedural Rules, those organizations assumed that many local parties would adopt the provisions of Article X of the Standard Form of Union Agreement in its entirety, and these Procedural Rules have been established accordingly. However, the parties are advised that the National Joint Adjustment Board has also adopted the language of Article X of the Standard Form of Union Agreement as a statement of procedure, and those procedures may be applied by the National Joint Adjustment Board as it deems appropriate in administering matters before it, even in those circumstances where the parties have not adopted all of the recommended language of Article X.

**LOCAL JOINT ADJUSTMENT BOARD**  
**Procedure For**  
**Establishment And Operation**  
**Under Article X Of The**  
**Standard Form Of Union Agreement**

**DEFINITION AND CLARIFICATION**

The term "local Employers' Association" as used in Section 2 of Article X means the employer association which is a party to the agreement involved in the dispute.

Disputes submitted to the Local Joint Adjustment Board shall state specifically the provision or provisions of the agreement involved, the facts which gave rise to the dispute and the position of the charging party in connection therewith.

**When a party submits or appeals a dispute to the Local Joint Adjustment Board, Panel, or National Joint Adjustment Board, it shall, at the same time, send a copy of its submission to the other parties to the dispute.**

Any grievance involving a contractor who is working outside of the contractor's home local area will be subject to the grievance procedure in one or the other area.

1. Upon signing the Standard Form of Union Agreement, each local union and employers' association or bargaining group must establish a Local Joint Adjustment Board for the handling and processing of disputes under the agreement.
  - (a) The Local Joint Adjustment Board shall be composed of equal voting representation from labor and management.
  - (b) The Local Joint Adjustment Board shall select its chairman and secretary, one representing each side, and rotate positions each calendar year.
    1. The Chairman shall be charged with the responsibility of conducting the hearing and should confine the evidence presented and submitted to that which is reasonably related to the issue or issues in question.
    2. The Secretary shall be charged with the responsibility of keeping accurate minutes of the hearings. The accuracy of said minutes should be attested to by at least one member from each side.
  - (c) The Contractor involved in a dispute may not sit as a member of the Local Joint Adjustment Board when his dispute is before the Board.

1. In such cases the remaining management members will have the same vote as the labor members on such disputes or alternate members may be selected to serve in such cases.
  - (d) No stenographic transcript or taping of any sort of the LJAB hearing shall be permitted except upon mutual agreement of the Chairman and the Secretary.
2. The Local Joint Adjustment Board must set up rules or bylaws by which it shall operate in handling disputes presented to it, provided, however, that
  - (a) Notice of appeal to the Local Joint Adjustment Board must be given within thirty (30) days after failure to reach accord between parties directly involved in the dispute in the first instance under Article X, Section 1.
  - (b) The Local Joint Adjustment Board must meet promptly, but no later than fourteen (14) days following the request for its services unless time is extended by mutual agreement of the parties or by the Local Joint Adjustment Board.
  - (c) The rules or bylaws of the Local Joint Adjustment Board shall empower the Board to render such decisions and grant such relief to either party as it deems necessary or proper, including awards of damages or other compensation.
  - (d) The rules as to the operation of the Local Joint Adjustment Board should be sufficiently explicit that the parties to the dispute will know how to proceed.
3. Obligations and rights of parties to the dispute:
  - (a) The charging party must initiate the case and the charge or claim must spell out explicitly the violation of the agreement complained of, including therein a clear definition of the dispute, the time, place and job or project where the dispute occurred. The defending party must be given a copy of the charges filed against him in time for him to prepare his defense. (See p. 22)
  - (b) The charging party must submit evidence, which may include witnesses and/or affidavits in support of such charges.
  - (c) The charging party is entitled to rebut any evidence which may be submitted by the defending party.
  - (d) The defending party must be given an opportunity to present his own evidence, may introduce witnesses or affidavits, and may cross-examine witnesses.
  - (e) When oral testimony is given both parties should be present to hear the testimony.

In the event the Local Joint Adjustment Board fails or refuses to act or there is no Local Joint Adjustment Board established in the area, the matter may be processed pursuant to Article X, Section 3. Appeals for out-of-town contractors as defined in Article X, Section 3 may also be processed pursuant to the panel hearing provisions of Article X, Section 3. The

application for services under these circumstances shall be mailed to the National Joint Adjustment Board and to the other party to the dispute. The application shall clearly identify the manner in which Article X, Section 1 has been carried out including (a) the date or dates on which the Employer and Union have met to attempt to resolve the dispute; (b) the charge or claim which identifies explicitly the violation of the agreement complained of, including a clear definition of the dispute, the time, place and job or project on which the dispute occurred including evidence that the defending party has been given a copy of the charges filed in time to prepare a defense; (c) if a written response to the charge has been received, a copy of that response shall be included with the application.

# **LOCAL JOINT ADJUSTMENT BOARD**

## **Suggested Format For Minutes Of The Proceedings**

1. Name the parties to the dispute, including complete firm name and address.
2. Name, identity and address of local Board members.
3. Include date and place of hearing.
4. Set forth explicitly, issue of the dispute.
5. Facts of the case should be stated.
  - (a) Name the sections and articles of contract under discussion.
  - (b) A copy of the Standard Form of Union Agreement or agreements and addenda involved.
  - (c) The specifications, plans, photographs, letters and other data used as evidence in the case must be attached and must be in reproducible form.
6. The position of each party as presented should be stated separately, together with any supporting evidence he may have given.
7. The witnesses should be excused on completion of submission of evidence and the Board should go into executive session.
8. The findings and conclusions of Local Joint Adjustment Board shall be in writing.
  - (a) The decision shall be quoted in full, including recommendations and the reasons or basis for the decision and findings.
9. The findings shall state action required.
10. Minutes taken by the secretary shall be signed by two members of the Board (one labor and one management) to attest to the accuracy of same. If there is a disagreement as to the minutes, the objecting member(s) of the Board may attach his/their version.
11. The parties to the dispute must be notified in writing by the secretary by certified mail of the decision of the Local Joint Adjustment Board as soon as possible after the hearing with a directive to the parties to comply with the decision. The decision shall be signed by the Chairman and the Secretary.

12. If the dispute is deadlocked and either party to the dispute expresses a desire to appeal, he should be supplied with an entire record of the dispute. A notice of appeal must be given within thirty (30) days after the mailing of a copy of the decision of the Board. A signed copy of the Local Joint Adjustment Board minutes must be supplied to each party before the grievance can be processed under Article X, Section 3.

## PANEL HEARINGS

1. Applications for a panel hearing shall be made in writing jointly or by either party to the dispute no later than thirty (30) days after the mailing by certified mail of a copy of the decision of the Local Joint Adjustment Board or mailing of decision of alternative dispute tribunal. (See pp. 25-26) Such application shall contain a statement of the nature of the dispute, have attached thereto in reproducible form six (6) copies of the involved collective bargaining agreement or agreements and addenda thereto and six (6) copies of other written documents, including any minutes, involved in the dispute and shall be otherwise processed in accordance with Section 3 of Article X of the Standard Form of Union Agreement. The information must be assembled into six collated sets. The party seeking a panel hearing shall, at the same time, send a copy of the application, with attachments, to the other parties to the dispute. Upon receipt of a properly filed request for a panel hearing, the Co-Chairmen of the NJAB shall each select a representative to proceed to the locality in which the dispute exists, for the purpose of conducting a panel hearing in connection therewith, within fourteen (14) calendar days following the receipt of such appeal, unless such time is extended by mutual agreement of the panel members.

Appeals by either party shall be mailed to the National Joint Adjustment Board.\*

2. No active member from a contract service area of the local union or employer's association shall be appointed as a panelist.
3. Hearings shall be conducted in such manner as to afford both parties an opportunity to fairly and completely present their respective cases. No stenographic transcript or taping of any sort, of the panel hearing shall be permitted, except upon mutual agreement of the panelists
4. Any procedural issue not raised before the panelists shall be deemed to have been waived.
5. The hearing shall be confined in general to the issues presented by the parties to the Local Joint Adjustment Board and, in general, to the evidence produced at the hearing conducted by the Local Joint Adjustment Board; but the panel may, if it so desires, solicit testimony by representatives of the parties to the dispute or additional evidence if certain facts are not sufficiently set forth.
6. The decision of the hearing panel shall be rendered within fourteen (14) days of the hearing, unless extended upon mutual agreement of the panelists. Decisions reached at a panel hearing which resolve the dispute shall be in writing and shall be signed by the two members of the panel, be final and binding on the parties and no appeal shall be taken to the National Joint Adjustment Board. Copies of such decisions shall be furnished to the

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\* All correspondence to the NJAB shall be mailed to: NJAB, P.O. Box 220956, Chantilly, VA 20153-0956 or 4201 Lafayette Center Drive, Chantilly, VA 20151-1219.

Co-Chairmen of the NJAB for transmittal by certified mail to all parties involved. The hearing panel is empowered to render such decisions and grant such relief to either party as it deems necessary and proper, including awards of damages or other compensation.

7. Should the panelists deadlock, they shall jointly sign a statement to that effect which shall be forwarded, together with any briefs, exhibits, or any record of hearings, to the NJAB. Copies of the statement of deadlock shall be furnished to the parties by certified mail by the NJAB.
8. Employers not contributing to the Industry Fund of the United States (IFUS) will be assessed a fee to be determined periodically by the Administrator of the National Joint Adjustment Board. Proceeds will be used to reimburse IFUS for costs of arbitration under the provisions of Article X.

### **Suggested Format For A Panel Hearing Under Article X Of The Standard Form Of Union Agreement**

The panel hearing shall take place no later than fourteen (14) calendar days following receipt of appeal by the panelists unless time is extended by mutual agreement of panel members.

1. The hearing shall be orderly. One Panelist will serve as Chairman, the other as Secretary. Panelists will introduce themselves to parties, providing their names, addresses and affiliation with the national associations.
2. Parties to the dispute shall be introduced. Panelists shall record the date and location of the panel hearing and the names and full firm addresses of parties to the dispute. Names and addresses of witnesses and whom they represent shall also be recorded.
3. Prior to testimony by the parties to the dispute, the Panelists shall:
  - (a) review the minutes of the Local Joint Adjustment Board if such minutes were drafted.
  - (b) consider any procedural issues.
4. Each party will present its own case. Normally, the party requesting the panel hearing will proceed first. Parties may use witnesses and present documentary evidence. Parties submitting documentary evidence must provide a copy to each Panelist and to the other party to the dispute.

5. After both parties have presented their positions, each party will be offered a rebuttal to dispute facts. Following rebuttal, the Panelists may direct additional questions to the parties.
6. Parties will be permitted to summarize their positions.
7. The hearing will adjourn and the panelists will meet in Executive Session in an attempt to reach agreement.
8. Both Panelists must sign the minutes of the meeting. If Panelists cannot agree on the contents of the minutes, they may make separate submissions.
9. Copies of the Panelists' decision shall be furnished to the NJAB for distribution to the respective parties.
10. The Panelists' decision should issue within fourteen (14) days of the panel hearing. However, if the Panelists do not issue a decision within 14 days of the panel hearing, either party may appeal the matter to the NJAB. If the Panelists issue a decision after fourteen (14) days, but before the next regularly-scheduled meeting of the NJAB, the Panelists' decision shall be effective.
11. An appeal of a deadlocked panel decision to the NJAB must be filed no later than thirty (30) days after the Panelists' decision is mailed to the parties.

**NATIONAL JOINT ADJUSTMENT BOARD HEARING  
Procedures Under Article X, Section 4**

**GRIEVANCE HEARINGS**

1. Should the Panelists fail to issue a decision within fourteen (14) days after the hearing, either party may appeal the matter to the NJAB. However, if the Panelists issue a decision after fourteen (14) days, but before the next regularly-scheduled meeting of the National Joint Adjustment Board, then the Panelists' decision shall be effective.
2. In the event the hearing panel is unable to resolve the dispute, either party or the parties jointly may, not later than thirty (30) days after the mailing by certified mail of the notice of deadlock, petition the National Joint Adjustment Board to hear and decide the dispute.

To be docketed for any meeting, submissions must be mailed no later than twenty-one (21) days prior to the next scheduled meeting date; submissions mailed between twenty-one (21) and twenty-five (25) days prior to the next scheduled meeting date must be sent by overnight mail service. Submissions postmarked later than these deadlines will be docketed for the following meeting. In the event one party has refused to sign a

submission, the party sending it to the NJAB must send the submission simultaneously to the other party.

Application for the services of the National Joint Adjustment Board under Article X, Section 4 shall be made in writing and such application shall contain an explanation of the nature of the dispute, shall have attached the minutes of the proceedings had before the Local Joint Adjustment Board, if applicable, which considered the dispute and such other pertinent documents as may have been submitted to the hearing panel. (See pp. 25-26) Twenty-five (25) copies of said application and the attachments thereto (including twenty-five (25) copies of involved collective bargaining agreements and addenda thereto) shall be filed at least twenty-one (21) calendar days prior to the next meeting of the NJAB. The information submitted must be **assembled in 25 collated sets. Applications for the Board's services made by either party shall be mailed simultaneously to the NJAB, as well as to the other parties to the dispute.**

3. Hearings before the National Joint Adjustment Board shall be confined in general to the issues and evidence presented to the panelists except that each party to the dispute shall be permitted to have one (1) individual appear before the Board for the purpose of presentation of any oral argument, including the answering of any questions directed to him/her by the Board.
4. Should the National Joint Adjustment Board agree upon a decision by majority vote, except as otherwise provided in Sections 8 and 10 of Article X, it shall be final and binding upon the parties and be reduced to writing, with copies thereof furnished to all parties to the dispute. The Board is empowered to render such decisions and grant such relief to either party as it deems necessary or proper, including awards of damages or other compensation.
5. Any procedural issue not raised before the NJAB shall be deemed to have been waived.
6. Should the National Joint Adjustment Board fail to agree, the case shall be closed, the parties shall revert to the status which existed at the termination of the proceedings of the Local Joint Adjustment Board and their legal rights shall be the same as they were at that time.
7. No National Joint Adjustment Board member shall serve in any case in which his own local union, company or local employer association is involved, or in which he has served as a panel member.
8. A quorum of the National Joint Adjustment Board shall consist of three (3) Management members and three (3) Union members. When the NJAB establishes more than one panel to hear cases at any meeting a quorum for such panels shall consist of two (2) Union members and two (2) Management members. In the event any member of the NJAB is unable to attend a meeting the appropriate Co-Chairman may designate an alternate to act in place of an absent member.

9. Union members and Management members of the National Joint Adjustment Board shall be entitled to an equal number of votes at any hearing. Should a quorum, but not the full Board, be present at any meeting, the vote of an absent Management member shall be prorated among the attending Management members, and the vote of an absent Union member shall be prorated among the attending Union members. Voting shall be by voice vote.
10. The Chairmanship of the Board shall be alternated between Union and Management.
11. The parties to any dispute processed in accordance with the provisions of this Agreement shall each pay the expenses incurred by them in connection therewith.
12. Employers not contributing to the Industry Fund of the United States (IFUS) will be assessed a fee to be determined periodically by the Administrator of the National Joint Adjustment Board. Proceeds will be used to reimburse IFUS for costs of arbitration under the provisions of Article X.

## **PROCEDURES UNDER ARTICLE X, SECTION 8 OF THE STANDARD FORM OF UNION AGREEMENT**

### **SUBMITTAL PROCEDURE**

If negotiations for a new agreement have not been successfully concluded prior to the expiration date of the current agreement, or if either party believes that there has been insufficient progress in negotiations, the parties shall, for the purpose of this procedure, be considered deadlocked within the meaning of Article X, and the services of the NJAB shall be invoked. Notice thereof shall be given by either party or both to the National Joint Adjustment Board. Such notice shall constitute a request for the services of the National Joint Adjustment Board and shall be supplemented with submissions signed jointly by the parties. (See pp. 27-31) In the event one party refuses to sign the submission, the National Joint Adjustment Board will consider a unilateral submission.

To be docketed for any meeting, submissions must be mailed no later than twenty-one (21) days prior to the next scheduled meeting date; submissions mailed between twenty-one (21) and twenty-five (25) days prior to the next scheduled meeting date must be sent by overnight mail service. Submissions postmarked later than these deadlines will be docketed for the following meeting. In the event one party has refused to sign a submission, the party sending it to the NJAB must send the submission simultaneously to the other party.

If there are more than three (3) unresolved issues, proposed by either party, not counting the wage/fringe package and contract duration or changes to the SFUA adopted by the sponsoring national associations, the parties must be prepared to negotiate on site. The Co-Chairmen may require the parties to negotiate onsite at any time the Co-Chairs jointly determine that it may facilitate resolution of the dispute. The Co-Chairmen may assign a

management and a union member of the NJAB to facilitate such discussions between the parties.

While the above language is designed to encourage local bargaining, the Co-Chairmen may jointly decide to hear a case regardless of the number of issues.

Such submission shall contain twenty-five (25) copies of the required information. (See pages 27-31) Each packet must be **assembled in collated sets**, each of which must contain the following:

1. Names and addresses of all parties to the dispute.
2. A listing of all issues involved in the negotiations which have been settled and those which remain in dispute. Each party should limit its submission of unresolved issues to three (3) items (not counting the wage/fringe package, contract duration, or changes to the SFUA adopted by the sponsoring national associations.) For purposes of counting issues, the party proposing a change to the existing contract language will be responsible for the issue. Regarding items which remain in dispute, the old language will remain in effect, unless otherwise modified by the NJAB decision.
3. Evidence that Article X, Section 8 is contained in the current agreement.
4. Tabulation of the journeymen's hourly wage scale for the past six years and for the next three years in the local area for plumbers, steamfitters, electricians, carpenters and iron workers.
5. Tabulation of fringe benefits such as health and welfare, vacations and the like for the above trades including cost to employer in cents per hour. It would be helpful in the tabulation to also have the first column list sheet metal workers benefits so that immediate comparison can be afforded.
6. Information concerning the wage rates and fringe benefit package for all sheet metal locals or contractual areas immediately adjacent to the area in dispute.
7. Statistical information reflecting the market share of signatory sheet metal contractors in the geographic area covered by the collective bargaining agreement, for all sheet metal work covered by that agreement. The submittal must explain in sufficient detail how that statistical information was compiled.
8. Statement of the anniversary date of agreement.
9. Negotiating minutes.
10. The labor agreement.
11. Such additional data as may be helpful to the NJAB in order to evaluate the issues in dispute.

12. The Co-Chairmen may return any submission to the parties, and decline to consider such dispute if the Co-Chairs jointly determine that the submission does not comply with these Procedural Rules, or, if it is not sufficiently clear to permit the NJAB to render a decision. In such a circumstance, the Co-Chairmen shall establish a deadline by which a new submittal must be received if the matter is to be considered by the NJAB at its next regularly scheduled meeting.
13. Employers not contributing to the Industry Fund of the United States (IFUS) will be assessed a fee to be determined periodically by the Administrator of the National Joint Adjustment Board. Proceeds will be used to reimburse IFUS for costs of arbitration under the provisions of Article X.

## **MEDIATION PROCEDURE**

If the Co-Chairmen of the NJAB believe the dispute might be adjusted without going to final hearing before the National Joint Adjustment Board, each will then designate a panel representative who shall proceed to the locale where the dispute exists as soon as convenient, attempt to mediate the differences between the parties and bring about a mutually acceptable agreement.

These individuals are not arbitrators but are mediators who will have a background of the needs and aims of the parties to the dispute. They will confer with each other and the parties to the dispute and attempt to bring the parties into agreement using all of the skill and diplomacy which can be marshalled in a true mediation process. They can conclude the dispute only if a voluntary agreement is reached and accepted by the parties involved. An agreement reached and accepted through mediation shall immediately thereafter be expressed in writing and signed in the same manner as any renewal of a labor agreement requires. In the event of a failure to effect a voluntary settlement at this level even though the two mediators agree between themselves as to proper or appropriate terms therefor such terms for settlement or agreement proposed by the mediators will not be reduced to writing or reported to the Co-Chairmen of the NJAB. Instead, the mediators shall have the parties to the dispute reduce to writing the points of disagreement that remain and submit same to the Co-Chairmen of the NJAB with the statement that they request that the matter be placed on the docket for hearing at the next meeting of the National Joint Adjustment Board. The two panel mediators shall meet and report with respect to the results of their mediation efforts to the Co-Chairmen of the NJAB within ten (10) days of their original assignment.

## **SUBCOMMITTEE PROCEDURE**

If the Co-Chairmen of the NJAB believe that a matter may be more properly heard and determined in the local area each will designate a subcommittee member who shall proceed to the locale where the dispute exists for the purpose of conducting a hearing between the parties. Subcommittee members designated by the Co-Chairmen need not be regular members of the Board.

These subcommittees will function as arbitrators and be authorized to resolve the dispute. They are also authorized to issue a partial award reducing the number of issues to be submitted to the Board. If they are unable to resolve the entire dispute, the matter shall be heard by the National Joint Adjustment Board.

Decisions of these subcommittees shall be final and binding upon the parties, reduced to writing, signed and mailed to the National Joint Adjustment Board for distribution to the parties as soon as practicable after the decision has been reached.

## **NJAB BRIEFS AND ORAL PRESENTATION**

Each party through a designated representative will be given the opportunity to present oral argument and to answer any questions which may be raised by members of the Board. In addition to the oral argument, and at least three (3) business days prior thereto, parties may file twenty-five (25) copies of briefs expressing their views with the NJAB. Such briefs will be distributed among the Board members in advance of the hearing. **There must also be an exchange of briefs between the parties at the same time of filings as well as any other written arguments so that each party may know what has been filed in writing by the other party in advance of the oral argument.**

The National Joint Adjustment Board can best perform its obligations if the statement of facts and arguments set forth in a brief are concise and specific. Use letter size paper (8 1/2 X 11). **Briefs shall be no longer than ten (10) pages. The letter of transmittal should also state that an additional copy of the brief has been provided to all other parties in the dispute.**

Representatives of each party in turn will be given an opportunity to present any additional facts and summarize their positions. Documentary evidence in addition to that provided with the NJAB submission will not be accepted at the hearing unless its submission is consented to by the other party or if it has been requested by a Board member and approved by the Chairman presiding at the Board hearing.

## **WITHDRAWAL OF ISSUES**

At any time prior to a decision of the National Joint Adjustment Board a case may be withdrawn by mutual consent or any issues may be withdrawn by the party asserting them.

## **DECISION OF THE NJAB**

The decision of the Board shall be confined to the disputed issue or issues presented to it unless withdrawn or modified by the mutual consent of the parties in writing.

A unanimous decision of the Board shall be final and binding upon the parties, reduced to writing, signed and mailed to the parties as soon as practicable after the decision has been reached. Unless a different date is agreed upon mutually between the parties or is directed by the unanimous decision of the National Joint Adjustment Board, all effective dates in the new agreement shall be retroactive to the date immediately following the expiration of the expiring agreement.

Should the National Joint Adjustment Board fail to reach a unanimous decision, the parties shall be notified immediately in writing.

There shall be no cessation of work by strike or lockout unless and until said Board fails to reach a unanimous decision and the parties have received written notification by mail of its failure, or unless the procedures have been terminated prior to a decision by the Board

because of withdrawal of the issues or failure to comply with time limits which have not been waived or extended by the Board.

In the event of non-compliance within thirty (30) calendar days following the mailing of a decision of a Local Joint Adjustment Board, Panel, or the National Joint Adjustment Board, a local party may enforce the award by any means including proceedings in a court of competent jurisdiction in accord with applicable state and federal law. If the party seeking to enforce the award prevails in litigation, such party shall be entitled to its costs and attorneys fees in addition to such other relief as is directed by the courts. Any party that unsuccessfully challenges the validity of an award in a legal proceeding shall also be liable for the costs and attorneys fees of the opposing parties in the legal proceedings.

# Sheet Metal Industry Grievance Form

## Article (X) Section 1 Compliance

(TO BE SUBMITTED WITH EACH FORMAL REQUEST FOR A LOCAL JOINT ADJUSTMENT BOARD HEARING.)

1. Date of Filing.	2. Name, Address, Phone, Fax, Local Union and Union Representative Involved.	3. Name, Address Phone, Fax and Representative of Employer Involved.
4. Date of Alleged Violation.		
5. Project, Site or Shop Involved.		6. Address of Involved Project, Site or Shop.

7. Nature of Grievance.

8. Article(s) and Section(s) of Agreement Alleged Violated.

9. Date the Local Union Representative and Employer Representative were Notified of the Grievance.

10. Record of Attempts to Resolve Grievance Under Article (X) Section 1.

A. Date of Contact.	B. Type of Contact. (Check one of each attempt)					C. Results of Contact. (Use other side if necessary.)
	1	2	3	4	5	
						1. Telephone
						2. Letter
						3. Fax
						4. Email
						5. Other

### ARTICLE X

\* \* \* \*

SECTION 1. Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. Both parties may participate in conferences through representatives of their choice.

To be valid, grievances must be raised within thirty (30) calendar days following the occurrence giving rise to the grievance, or, if the occurrence was not ascertainable, within thirty (30) calendar days of the first knowledge of the facts giving rise to the grievance.

**APPLICATION FOR SERVICES OF A PANEL  
AND HEARING UNDER ARTICLE X,  
SECTION 3, OF THE STANDARD  
FORM OF UNION AGREEMENT**

1. Names and Addresses of Parties to Dispute

(a) \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
**EMPLOYER**

(b) \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
**LOCAL UNION**

2. Nature of Dispute: Give brief statement of pertinent facts, including dates, position of parties involved and relevant provisions of involved Union Agreement or addenda thereto.

(If above space is not sufficient, attach this information as an Exhibit)

3. Attach all of the following. Complete checklist before mailing to ensure that all information is enclosed. **Assemble the information in sets so that each of your 6 packets contains one (1) copy of each separate item.**

- Six (6) copies of the application.
- Six (6) copies of the involved collective bargaining agreement and addenda.
- Six (6) copies of minutes of Local Joint Adjustment Board, if applicable, signed by one representative of Management and one representative of Labor. (If minutes are verbatim, give summary only and hold verbatim minutes for the use of the panel – attach Summary as Exhibit.)
- Six (6) copies of the findings and decision of the panel hearing.

4. Date of hearing before the Local Joint Adjustment Board.

\_\_\_\_\_

(a) All applications with documents shall be filed with the National Joint Adjustment Board.

Date: \_\_\_\_\_

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Local Union

If this submission is not signed by both parties, by signing below, I certify that I have provided a copy of this submission to the other party to this dispute.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**YOUR ATTENTION IS DIRECTED TO PARAGRAPH 5 OF THE PROCEDURAL RULES OF THE NATIONAL JOINT ADJUSTMENT BOARD FOR PANEL HEARINGS WHICH PROVIDES THAT HEARINGS SHALL BE CONFINED IN GENERAL TO THE SPECIFIC ISSUES PRESENTED BY THE PARTIES TO THE LOCAL JOINT ADJUSTMENT BOARD AND, IN GENERAL, TO THE EVIDENCE PRODUCED AT THE HEARING CONDUCTED BY THE LOCAL JOINT ADJUSTMENT BOARD. IT IS THUS IMPORTANT THAT ALL OF THE INFORMATION CALLED FOR IN THIS APPLICATION BE FILED IF THE RECORD IS TO BE COMPLETE.**

**APPLICATION FOR SERVICES OF THE  
NATIONAL JOINT ADJUSTMENT BOARD  
FOR THE SHEET METAL INDUSTRY  
UNDER ARTICLE X, SECTION 4**

5. Names and Addresses of Parties to Dispute

(a) \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
**EMPLOYER**

(b) \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
**LOCAL UNION**

6. Nature of Dispute: Give brief statement of the pertinent facts, dates, position of applicant or applicants and quote relevant provisions of the involved Union Agreement or addenda thereto.

(If above space is not sufficient, attach this information as an Exhibit)

7. Attach all of the following. Complete checklist before mailing to ensure that all information is enclosed. **Assemble the information in sets so that each of your 25 packets contains one (1) copy of each separate item.**

- Twenty-five (25) copies of the application, together with twenty-five (25) copies of the involved collective bargaining agreement and addenda shall be filed.
- Twenty-five (25) copies of the minutes of the Local Joint Adjustment Board, if applicable, and all other documents or exhibits presented at the panel hearing. (If minutes are verbatim give summary only and hold verbatim minutes for the use of the National Joint Adjustment Board – attach Summary as Exhibit.)
- Twenty-five (25) copies of the findings and decision of the panel hearing.

8. Date of hearing before the Local Joint Adjustment Board.

\_\_\_\_\_

9. Date of Hearing before the Panel.

\_\_\_\_\_

(b) All applications with documents shall be filed with the National Joint Adjustment Board.

Date: \_\_\_\_\_

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Local Union

If this submission is not signed by both parties, by signing below, I certify that I have provided a copy of this submission to the other party to this dispute.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**YOUR ATTENTION IS DIRECTED TO PARAGRAPH 3 OF THE PROCEDURAL RULES OF THE NATIONAL JOINT ADJUSTMENT BOARD FOR ARTICLE X §4 PROCEEDINGS WHICH PROVIDES THAT HEARINGS SHALL BE CONFINED IN GENERAL TO THE RECORD MADE, ISSUES AND EVIDENCE PRESENTED TO THE PANELISTS DURING THE ARTICLE X §3 PANEL HEARING. IT IS THUS IMPORTANT THAT ALL OF THE INFORMATION CALLED FOR IN THIS APPLICATION BE FILED IF THE RECORD IS TO BE COMPLETE.**

NATIONAL JOINT ADJUSTMENT BOARD
COLLECTIVE BARGAINING REPORTING FORM
NOTICE OF UNRESOLVED DISPUTE

ARTICLE X, SECTION 8

Please refer to the Procedural Rules of the National Joint Adjustment Board for the Sheet Metal Industry for detailed information on how to comply with the requirements of submitting your dispute under Article X, Section 8. Any questions regarding this form or submittal may be addressed to: National Joint Adjustment Board, P.O. Box 220956, Chantilly, VA 20153-0956, or National Joint Adjustment Board, 4201 Lafayette Center Drive, Chantilly, VA 20151-1219.

These documents shall be jointly submitted and jointly signed by an authorized representative of the local Union and an authorized representative of the Employer. If one party refuses to sign this document, the NJAB will consider a unilateral submission, so long as a copy of this submission has been provided to the other party.\*

Signature of authorized Union representative:

Signature of authorized Employer representative:

\_\_\_\_\_

\_\_\_\_\_

1. List the expiration date of your present agreement:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Month Year

2. Names & Addresses of Parties to the Dispute:  
Local Union

Employer or Employer Association

Local No. \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail \_\_\_\_\_

E-mail \_\_\_\_\_

SUBMITTAL DATA FOR NATIONAL JOINT ADJUSTMENT BOARD

Send 25 copies of this application, plus all the following. Complete checklist before mailing to ensure that all information is enclosed.

- 25 copies of Resolved Issues Form B
25 copies of Unresolved Issues Form C
25 copies of wage rates for trades listed on Form D
25 copies of wage rates for adjoining SMWIA Locals Form E
25 copies of market share information Form F
25 copies of most recent labor agreement
25 legible copies of negotiation minutes

Assemble the information in sets so that each of your 25 packets contains one (1) copy of each separate form.

\* If this submission is not signed by both parties, by signing below, I certify that I have provided a copy of this submission to the other parties to this dispute.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date



**NATIONAL JOINT ADJUSTMENT BOARD  
ARTICLE X, SECTION 8  
UNRESOLVED ISSUES**

**NOTE: USE A SEPARATE SHEET FOR EACH ISSUE**

No more than three (3) may be presented by either side. Wage/Fringe package and contract duration may be proposed irrespective of the limit.

Issue \_\_\_\_\_

Article, Section of Agreement or Addendum \_\_\_\_\_

EXISTING LANGUAGE	UNION PROPOSED LANGUAGE	EMPLOYER PROPOSED LANGUAGE

Please provide a brief statement setting forth the reasons the Union believes its position should be adopted:

Please provide a brief statement setting forth the reasons the Employer believes its position should be adopted:

**NATIONAL JOINT ADJUSTMENT BOARD  
ARTICLE X, SECTION 8  
TABULATION OF COMPARATIVE HOURLY WAGE RATES AND FRINGES**

Year	*SHEET METAL WORKERS			PLUMBERS			STEAMFITTERS		
	Wage Rate	Fringe Benefits	Total Package	Wage Rate	Fringe Benefits	Total Package	Wage Rate	Fringe Benefits	Total Package

P  
A  
S  
T

F  
U  
T  
U  
R  
E

Year	ELECTRICIANS			IRON WORKERS			CARPENTERS		
	Wage Rate	Fringe Benefits	Total Package	Wage Rate	Fringe Benefits	Total Package	Wage Rate	Fringe Benefits	Total Package

P  
A  
S  
T

F  
U  
T  
U  
R  
E

NOTE: Show wage data for the preceding six (6) years and three (3) future years, if applicable. If current or future increases are scheduled to take effect in periodic steps of less than one year (for example, every six months), please show those dates and amounts on the above form.

**NATIONAL JOINT ADJUSTMENT BOARD  
ARTICLE X, SECTION 8**

**SURROUNDING SHEET METAL WORKERS LOCAL UNIONS**

Year	Your SMWIA Local			SMWIA			SMWIA			SMWIA		
	Wage Rate	Fringe Benefits	Total Package	Wage Rate	Fringe Benefits	Total Package	Wage Rate	Fringe Benefits	Total Package	Wage Rate	Fringe Benefits	Total Package

P  
A  
S  
T

F  
U  
T  
U  
R  
E

NOTE: Data must include information on all sheet metal locals and contractual areas immediately adjacent to the area in dispute. Additional areas may be included if representative of the market in the area in dispute. Wage data should be provided for the past six (6) years and three (3) future years, if applicable.

Use Additional Sheets As Necessary

**NATIONAL JOINT ADJUSTMENT BOARD  
ARTICLE X, SECTION 8  
MARKET SHARE**

Indicate here the percentage of market share the unionized sheet metal industry has in the area of dispute. If the contract covers more than one market (Commercial, Industrial, Residential, Service, Architectural etc.) within the sheet metal industry, please list each market separately and its corresponding market share. Explain in detail how the market share information was compiled.

UNION'S POSITION	EMPLOYER'S POSITION