

# National Joint Adjustment Board for the Sheet Metal Industry

## DECISION

SMART Local Union 36  
3721 Phyllis Court  
North Little Rock, AR 72118

Coys Construction Services, Inc.  
1114 N. Biscoe Farm Road  
Biscoe, AR 72017

L.H. Sheet Metal Co.  
6918 Rixie Road  
North Little Rock, AR 72117

Absolute Sheet Metal, Inc.  
277 Mt. Vernon Road  
Enola, AR 72047

Dale Crampton Co.  
P.O. Box 1502  
Fort Smith, AR 72902

Little Rock Sheet Metal Co., Inc.  
625 W. Dixon Road  
Little Rock, AR 72206

Bray Sheet Metal Company  
1508 Scott Street  
Little Rock, AR 72202

Edwards Metals, Inc.  
8500 Counts Massie Road  
North Little Rock, AR 72113

Precision Surveillance Corp.  
3468 Watling Street  
East Chicago, IN 46312

Campbell Sheet Metal  
P.O. Box 17945  
North Little Rock, AR 72117

Harvey Sheet Metal, Inc.  
7914 Highway 70  
North Little Rock, AR 72117

Union Tank Erection, Inc.  
8803 Highway 161 South  
Scott, AR 72142

CB&I Stone & Webster, Inc.  
1448 SR 333  
Russellville, AR 72802

Ketcher & Company, Inc.  
P.O. Box 5721  
North Little Rock, AR 72119

Re: Article X, Section 8: SMART Local Union 36 &  
Independent Arkansas Contractors

Ladies and Gentlemen:

The National Joint Adjustment Board (NJAB) for the Sheet Metal Industry met September 11, 2017 in St. Louis, MO to hear the above-referenced matter.

Chris Cozart, of Little Rock Sheet Metal Co., Inc., and Jess Sweere, Esq. on behalf of Bray Sheet Metal Company, Edwards Metals, Inc., and Harvey Sheet Metal, Inc. appeared on behalf of the Employers. David Zimmermann and Ray Reasons appeared on behalf of the Local Union. NJAB member David Zimmermann did not participate in the deliberations and determination of the Board.

Mr. Sweere, on behalf of, Bray Sheet Metal Company, Edwards Metals, Inc., and Harvey Sheet Metal, Inc., objected to the jurisdiction of the NJAB. He alleged that the interest arbitration provision in the collective bargaining agreement, Article X, Section 8, was unenforceable.

The record of the 2011 NJAB hearings involving these parties indicates that the interest arbitration provision of Article X, Section 8 was added to the contract after both parties voluntarily agreed to its inclusion as a settlement of their contract renewal dispute, and has been included in subsequent agreements. Neither the contractors association nor any individual employer objected to its inclusion in the 2011 or later agreements.

Based upon this the NJAB determined that the interest arbitration provision of the collective bargaining agreement is enforceable and that the NJAB had jurisdiction to hear the matter.

Based on the history of the above-addressed employers bargaining together as a group with the Local Union, the positions taken by the parties before the NJAB, and no evidence that any of the employers timely withdrew from the multiemployer group, the NJAB determined the employers constitute a multiemployer bargaining group and one area collective bargaining agreement is appropriate.

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-year agreement with the same terms and conditions as were tentatively agreed to by the Local Union and the multiemployer group on June 6, 2017 as reflected in the minutes of that meeting.

In reaching the above-decision, it is the judgment of this Board that the multiemployer group had no clear spokesperson. With no procedures or past practice as to how to resolve their internal disputes, the employers appeared before this Board with conflicting positions. Having no means to resolve this conflict for the employers, the Board has looked for the most recent point in the negotiations when the multiemployer group held a cohesive position. The record reflects and the parties testified that the last consensus position held by the multiemployer group was the June 6, 2017 tentative agreement with the Local Union, which included Article X, Section 8.

Considering the above, imposition of the June 6, 2017 tentative agreement is appropriate.

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

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CO-CHAIR

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CO-CHAIR

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DATE