

# MEMORANDUM OF UNDERSTANDING

## OF THE JURISDICTIONAL ASSIGNMENT PLAN OF THE ALBERTA CONSTRUCTION INDUSTRY

An Agreement by and Between the

**COORDINATING COMMITTEE OF  
REGISTERED EMPLOYERS' ORGANIZATIONS**  
(Hereinafter referred to as the "Coordinating Committee")

And the

**BUILDING TRADES OF ALBERTA**  
(Hereinafter referred to as the "BTA")

(The "Coordinating Committee" and the "BTA" may be referred to collectively herein as the "Parties")

### ARTICLE 1: EFFECTIVE DATE AND DURATION

This Memorandum of Understanding, having been adopted by the Parties, shall be effective from the 2<sup>nd</sup> day of June, 2016 and shall continue thereafter, subject to amendment from time to time as required by the Parties.

### ARTICLE 2: STRUCTURE AND PURPOSE

This Memorandum of Understanding amends the Jurisdictional Assignment Plan of the Alberta Construction Industry (the "Plan") and outlines the decision making bodies and structural components of the Plan with respect to procedures, rules and governance. The components of the Plan are:

1. The Procedural Rules for the Jurisdictional Assignment Plan of the Alberta Construction Industry (the "Procedural Rules")
2. The Joint Administrative Committee (the "JAC")
3. The Joint Administrative Committee By-Laws (the "JAC By-Laws")
4. The Umpire(s)
5. The Appeal Board

Should a conflict arise in the interpretation or application between this Memorandum of Understanding, the Procedural Rules or the JAC By-Laws, this Memorandum of Understanding supersedes the others.

Any amendments to this Memorandum shall be made by agreement between the Coordinating Committee and BTA.

This Plan is a serious attempt to work out a viable system of skilled and impartial work assignment within the construction industry in Alberta that is within and supplementary to the workings of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry covering the U.S. and Canada as established by the major Contractor Associations and the Building and Construction Trades Department AFL-CIO, or its Canadian successor (which will be referred to herein and in the attached Procedural Rules as the "*Canadian Plan*").

It is recognized by both Parties that, due to time lost to wildcats, disruption of work continuity and the ensuing poor publicity, there will always exist the potential for governmental intervention in the question of construction jurisdictional disputes. As direct industry stakeholders, it is agreed that a mutually acceptable Plan freely negotiated by both Parties is a preferable resolution than governmental intervention.

### **ARTICLE 3: THE CANADIAN PLAN**

The *Canadian Plan* is a viable and workable system of adjudication of jurisdictional disputes; however, from our mutual point of view there are a number of serious weaknesses. Firstly, it is removed from the immediate area that concerns us by both time and space. Secondly, it intervenes only after the actual coming into being of a dispute. The only consideration in the *Canadian Plan* for the prevention of disputes lies in Article IX, Section 1(d) where the generalized hope is expressed that "all participating Employer Associations shall encourage inclusion of work assignment training in all supervisory training programs". Both Parties agree that it is necessary to attempt to prevent disputes, insofar as is possible, through an Alberta Jurisdictional Assignment Plan.

Having said this, an Alberta Plan, operating on a basis independent of the central *Canadian Plan* has inherent dangers that are unacceptable to either Party. Firstly, it would run contrary to the expressed wishes of large National or International organizations. Secondly, it would have the ultimate effect of splintering the "work jurisdiction" of all Trades and would hence lead to subsequent complexity of assignment for other than possibly local Contractors. As such, it is understood that the Umpire will closely follow the precedents and decisions of the *Canadian Plan*, in order that systematic, orderly and unified decisions will take place in Alberta that are not in conflict with the greater jurisdictions of the International Unions or National or International Contractor Associations.

#### **ARTICLE 4: PROCEDURAL RULES**

The Procedural Rules provide guidance on the administration of the Plan and in particular, provide clarity with respect to the mechanisms and procedures used to resolve jurisdictional disputes. The Procedural Rules outline the responsibilities of the Contractors, Unions, Umpire(s) and the Appeal Board.

#### **ARTICLE 5: JOINT ADMINISTRATIVE COMMITTEE (JAC)**

The JAC is the administrative body for the Plan. It has the authority to appoint one or more Umpires, establish a remuneration policy for the Umpires and Appeal Board, and to make recommendations to the Coordinating Committee and BTA on amendments to the Procedural Rules and the JAC By-Laws.

There shall be 10 members of the JAC, of which 5 shall be appointed by the Coordinating Committee and 5 shall be appointed by the BTA. JAC members shall serve until their resignation or replacement.

#### **ARTICLE 6: JOINT ADMINISTRATIVE COMMITTEE BY-LAWS**

The JAC By-Laws provide guidance on governance covering rules around cost sharing of expenses between the Parties, JAC appointments, JAC meeting procedures, and other details as deemed necessary by the Parties.

#### **ARTICLE 7: UMPIRE**

The Umpire is the mechanism to resolve jurisdictional disputes. There shall be one or more individuals appointed as Umpire to the Plan by the JAC.

While an Umpire will resolve jurisdictional assignment disputes in Alberta, the full recourse of all organizations to the centralized adjudication under the *Canadian Plan* and its related Appeals Board will remain open to all Parties following reference to the Alberta Plan.

An Umpire must maintain the highest and most unimpeachable level of conduct so as to retain the confidence of all Parties. While not all Parties will be satisfied with a particular decision, there should be a growing recognition that the decision has been reached in accordance with the best standards of judgment. The Alberta *Arbitration Act* does not apply to any proceedings hereunder.

#### **ARTICLE 8: APPEAL BOARD**

A party may submit an appeal of an Umpire's decision to the Appeal Board. The Appeal process is governed by the Procedural Rules. The Appeal Board shall be comprised of 6 members and 2

chairpersons. The Coordinating Committee and the BTA will each appoint 3 of the members and 1 of the 2 chairpersons. Appeal Board members shall serve until their resignation or replacement by their nominating Party.

**ARTICLE 9: CONSIDERATION OF OTHER AGREEMENTS**

It is understood by both Parties that within the construction industry in Alberta there are unions having no access or obligation to the *Canadian Plan* for settlement of jurisdictional disputes, nor do they have bilateral trade agreements that are "attested" or registered in the Green Book.

It is understood that the Umpire will give due consideration to local agreements involving these organizations (or their momentary opponents in a given dispute) that do not have recourse to the *Canadian Plan*, or the international appeal board.

The Umpire shall give due consideration to existing bilateral or multilateral jurisdictional agreements that are unattested and which exist either on a Local or International level, providing always that such agreement cannot be considered as definitive in a dispute where there is another organization involved who is not Party to the agreement.

When national, provincial, or local agreements regarding jurisdiction between National or International Unions have been negotiated, immediate notice of such agreements will be given to the appropriate management groups. Prior consultation with such groups regarding the making of agreements between National or International Unions is desirable and should be carried on.

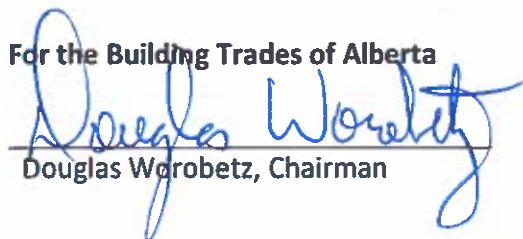
All of which is agreed the 24<sup>th</sup> day of June, 2016 and signed on behalf of the Parties:

**For the Coordinating Committee of Registered Employers' Organizations**

  
\_\_\_\_\_  
Gary Truhn, Chairman

  
\_\_\_\_\_  
Neil Tidsbury, President

**For the Building Trades of Alberta**

  
\_\_\_\_\_  
Douglas Worobetz, Chairman

  
\_\_\_\_\_  
Warren Fraleigh, Executive Director