

JURISDICTIONAL ASSIGNMENT PLAN
of the
ALBERTA CONSTRUCTION INDUSTRY
(J.A. Plan)

DECISION OF THE UMPIRE - File #0201

Review of Contractor's Intended Work Assignment
Precast Concrete Pipeline Thrust Restraints

PROJECT

ALBIAN SANDS, MUSKEG RIVER OIL SANDS PROJECT
MUSKEG RIVER, AB, CANADA

CONTRACTOR

Muskeg River Contractors (MRC)
(A Fluor, Agra/Monenco, PCL Industrial Joint Venture)
(Fluor responsible for labour relations)

PROTESTING PARTY

United Association of Journeymen and Apprentices of the Plumbing and Pipefitting
Industry, Local Union 488, Edmonton, AB
(UA)

RESPONDENT

International Association of Bridge, Structural, Ornamental
and Reinforcing Iron Workers #720, Edmonton, AB
(IW)

Decision Published
March 08, 2002

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1. NATURE OF PROTEST

The UA in their Application for Review (J.A. Plan (Alberta) Form 1) state:

- Without prior consultation or request for evidence from U.A. Local #488 a unilateral award of jurisdiction on "concrete pipeline supports" was made to the Ironworkers Local Union #720 by facsimile dated Wednesday, January 30, 2002. The jurisdictional item in dispute is single purpose-free standing pipe supports/guides, which properly fall within the trade jurisdiction of the United Association.

During the March 05, 2002 Oral Hearing the UA stated:

- They are disputing MRC assigning to the IW the lifting and loading the 23 precast concrete guides to be moved.
- The MRC should have assigned this work to the UA.

2. CONTRACTOR'S DESCRIPTION OF THE DISPUTED WORK

Fluor's February 14, 2002 letter issued and signed by Hugh H. Tackaberry, Director Safety and Labour Relations addressed to the J.A. Plan (Alberta) Administrator states:

"Fluor Constructors Canada Ltd. (FCCL) hereby provides a description of the work in contention as per your request of February 5, 2002.

The work deals with the rigging for loading purposes and the placement of precast structures set in place to prevent lateral and longitudinal movement of the tailings line when tailings pumps are activated. This design is used to replace a previous construction method where 30-ft. deep pilings with extended pile caps were constructed on each side of the line. The piling design is not portable.

The new precast design calls for prefabrication of a concrete structure that is moved by truck to the installation location, offloaded into an excavation and then buried with earth. The tailings line runs between uprights on the corners of the precast structure and is supported by the earth. This design allows for the excavation and relocation of these precast structures when the tailings line is moved thus provided both cost and schedule efficiencies.

The rigging of the new precast structures has been awarded to the Ironworker. Final placement of the precast structures has actually been done by North American Construction using heavy earth moving equipment."

3. AUTHORITY

The authority of the Umpire is based on the Jurisdictional Assignment Plan of the Alberta Construction Industry, the Application submission by the Protesting Party and the responses submitted by the Respondent and the Contractor.

4. SUBMISSIONS

The Parties' written submissions were received from the J.A. Plan Administrator.

An Oral Hearing was held on Tuesday, March 05, 2002 at the offices of the Alberta Building Trades Council, 11848 – 111 Avenue, Edmonton, AB.

- All in attendance agreed the Hearing was properly constituted.
- There is no transcript of the Hearing, as the oral testimony was not recorded.
- In attendance:

MRC – Ralph Emberley – Labour Relations Manager

UA – Larry Matychuk – Business Agent

IW – Darrell LaBoucan – Business Manager

Umpire – W.A. Weir

Disposition of Submissions

With this Decision all documentation will be returned to the J.A. Plan Administrator located at the Alberta Arbitration and Mediation Society Office, 405, 10707 – 100 Avenue, Edmonton, AB.

5. EVIDENCE

All submissions both written and oral have been accepted as Evidence. Reference Attachment A for summary of Written Evidence.

6. FINDINGS

From the written and oral evidence presented I find:

- There are no applicable Agreements or Decisions of Record or Local Trade Agreements between the Parties.
- The large 125 ton precast concrete units which are located at intervals along the pipeline route are completely buried in the ground with the exception of two circular concrete columns referred to as piles.

The two piles protrude above the ground perform the same function as the permanent cast in place concrete piles installed on other projects.

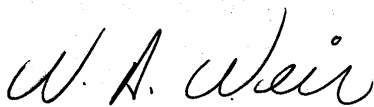
At locations, in front of and behind the piles, installed on the pipeline by UA members are collar guides complete with I beams extending out from the collars. The movement of the pipeline due to surges caused by build up of tailings in the line, cause the I beams to react with the piles and controlling the movement of the pipeline.

- The precast concrete boxes are not free standing pipe supports hence the Senio/Hickingbottom October 01, 1956 agreement does not apply.
- The parties to this dispute have referred to these precast concrete units by a number of different names including:
 - Sleeperways, which is appropriate for the base only as a sleepers distribute load.
 - MRC in their January 30, 2002 assignment refer them as guides. My analysis of the evidence has established the fundamental purpose of these precast concrete pipeline thrust restraints are restraints.
 - The MRC Albain Sands Lift Study refer to them as Concrete Pipeline Supports. There was agreement at the Oral Hearing they do not support the pipe and the pipe rests on the ground.
- I phoned Ralph Emberley on March 08, 2002 who advised MRC refer to the units at the start of the line as thrust blocks and have no particular name for the ones with the two piles.
- For this Dispute I have referred to the Precast Concrete units as ***Pipeline Thrust Restraints***.
- On this project as on others, the IW has consistently been assigned the power rigging of precast for the purpose of handling, unloading and (placing subject to trade agreements) of:
 - Precast culverts/sleeperways
 - Precast electrical duct banks
 - Precast, pre-stressed concrete masonry units, which are covered by an Inter-Craft Agreement between the IW and Bricklayers, Masons and Plasterers International Union of America.
- The Collective Agreement for Alberta between the Construction Labour Relations Association – An Alberta Association and the IW, Appendix A – Trade Jurisdiction item 2:

- The Employer recognizes the work jurisdiction of the International Association of Bridge, Structural and Ornamental and Reinforcing Ironworkers as set out in the Appendix. Such jurisdiction of work is subject to trade agreements and decisions of record together with any decision of the Labour Relations Board pursuant to the terms of the labour Relations Act and amendments thereto.
- Where precast, prestressed, reinforced concrete structural members (columns beams, girders, slabs, etc.) are used in the construction of buildings, bridges and other structures and power equipment such as derricks, cranes, jacks and/or rigging is used, work of loading, unloading, moving and placing to complete erection shall be performed by Ironworkers.
- The extent of the IW's work consisted of rigging the precast concrete units onto float trailers. The unloading and placement was performed by North American Construction in the non union area of the project.
- The precast concrete units are solid reinforced concrete throughout. The UA was not involved in their fabrication.
- Documented trade practice has assigned the handling of precast to the IW.
- I find Mr. Emberley to be an experienced labour-relations professional who thoroughly researched this matter before making the assignment.
- The Contractor was correct in assigning the work to the IW and in the manner the assignment was communicated.

7. RULING

- MRC's assignment is upheld.
- Costs are to be paid by the UA.



W.A. Weir, Umpire
J.A. Plan/Alberta Construction Industry
March 08, 2002