

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

RECONSIDERATION– FILE #0004
OF
DECISION OF THE UMPIRE - File #9917

Review of Contractor's Intended Work Assignment
Rigging Up of Gantry System And Lifting of Steam Turbine
and Generator to Base

PROJECT

SUNCOR CO-GEN
FORT MCMURRAY

CONTRACTOR
Premay Equipment Ltd.

PROTESTING PARTY

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

RESPONDENTS

International Association of Bridge, Structural, Ornamental
and Reinforcing Iron Workers #720, Edmonton

(IW)

Millwrights, Machinery Erectors & Maintenance Workers Local #1460, Edmonton
(Millwrights)

and

Premay Equipment Ltd., Edmonton
(Premay)

Decision Published
April 18, 2000

**Reconsideration of Umpire Weir’s November 14, 1999 Decision – File #9917
Rigging Up of Gantry System And Lifting of Steam Turbine
and Generator to Base
Suncor Co-Gen
Fort McMurray, AB**

1. PREMAY'S ASSIGNMENT

Due to the limited time Premay had available they conducted an electronic mark up. Premay's inexperience was evidenced in the manner the mark up was conducted.

Premay's Sunday November 14, 1999 Final Assignment

Description	Preliminary Assignment	Claim	Final Assignment
Transport of generator and turbine from Edmonton to Suncor gate laydown area on Scheuerle steering platform trailer.	(2) Teamsters 362-Premay		As per preliminary assignment.
Reconfigure trailer for site movement of turbine generator units.	(2) Teamsters 362-Premay		As per preliminary assignment.
Set up lift 'n' lock gantry system in TG-3 building using a composite crew.	(2) Iron Workers - Fluor (1) O.E. 955 - Premay (1) Teamster 362 - Premay	IW and UA	As per preliminary assignment.
Transport generator and turbine from laydown area to doorway of TG-3 building on Scheuerle steering platform trailer.	(2) Teamsters 362-Premay		As per preliminary assignment.
Offload turbine and generator from trailers with lift 'n' lock gantry system and bring to a rough set position on the foundations using a composite crew.	(2) Iron Workers - Fluor (1) O.E. 955 - Premay (1) Teamster 362 - Premay	IW and UA	As per preliminary assignment.
Rig down and load out of gantry equipment using a composite crew.	(2) Iron Workers - Fluor (1) O.E. 955 - Premay (1) Teamster 362-Premay	IW and UA	As per preliminary assignment.

Excerpt from J.A. Plan File 9917, Page 7 of 18.

2. J.A. PLAN FILE #9917 UMPIRE'S DECISION

The UA have requested Reconsideration of Umpire Weir's Decision which states:

- Premay's assignment is upheld and shall apply to Units TG-3 and TG-4.
- The Umpire's costs shall be shared equally between UA, IW and Premay.

3. RECONSIDERATION REQUEST

The request for Reconsideration was brought by the UA in their December 23, 1999 Reconsideration Application. An oral hearing was requested.

The grounds for reconsideration were numerous as stated in the UA's December 23/99 letter:

- Numerous misunderstandings by the Umpire in respect to the relevance and/or importance in interpreting evidence filed by the Parties to this Dispute.
- There has been a pronounced deviation from the guidelines as set out in the terms of the J.A. Plan of the Alberta Construction Industry in allowing for the rendering of a fair and equitable decision regarding this matter.
- Why is the Millwright involved in any way?
- Bargaining relationship with Premay.
- Quite clearly the manner by which the Umpire did not follow J.A. Plan Rules Article III, subsection two (2), item (d) to date may give rise to a reasonable apprehension of bias.
- The Umpire did not follow J.A. Plan Rules Article IV, subsection five (5) in making his Decision.
- The Umpire did not properly consider the relevancy of Agreements.
- The UA have not had an opportunity to comment on the Ironworkers extremely inaccurate statements regarding this entire issue.
- Other matters.

4. AUTHORITY

The authority of the Umpire is based on the Jurisdictional Assignment Plan of the Alberta Construction Industry, the Application submission by UA and responses submitted by IW Workers #720, Millwrights or Premay.

5. ORAL HEARING

An oral hearing was held from 1330 to 1830 on Thursday, February 17, 2000 in the Alberta Arbitration and Mediation Society meeting room, Decore Centre, University of Alberta, Edmonton, AB.

Present:

- Rob Kinsey, Business Manager/Financial Secretary, Plumbers & Pipe Fitters, U.A. Local Union 488
- Larry Matychuk, Business Agent, Plumbers and Pipe Fitters, U.A. Local Union 488
- Martin Timmer, C.E.T., Engineering and Logistics, Premay Equipment Ltd.
- Duncan Cook, Director of Estimating, Premay Equipment Ltd
- Darrell LaBoucan, Business Manager, International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, Machinery Movers, Riggers and Welders
- Greg J. Zaba, General Organizer, International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, Machinery Movers, Riggers and Welders
- Bob Hugh, Business Representative, Millwrights, Machinery, Erectors and Maintenance Union Local 1460
- W.A. Weir, J.A. Plan, Umpire

The transcript of the Oral Evidence is documented in Attachment A.

6. SUBMISSIONS

As with submissions for File #9917 the parties again submitted an over abundance of extraneous material

documentation submitted consisting of:

6.1 UA Submission

- Duotang of Material (light green cover), February 17/00 covering letter. Submission divided in eight (8) sections (entered as Exhibit 1).
- Exhibit "A" excerpts taken from minutes of the 25th meeting of the Carpenter-UA committee (entered as Exhibit 2).
- Ironworkers November 17/99 submission indexed 1 to 11 inclusive (entered as Exhibit 3).
- February 18/00 letter to Umpire W.A. Weir complete with supporting documentation (entered as Exhibit 7).
- February 18/00 facsimile transmitted to W.A. Weir attaching additional information to previous (entered as Exhibit 8).

6.2 IW Submission

- Binder of material (black 3-ring binder). February 17/00 letter. Submission divided into ten (10) sections (entered as Exhibit 4).
- After the oral hearing adjournment an untitled eleven page document (in six copies) of assignments in the United States from 1961 (entered as Exhibit 6).

6.3 Millwrights Submission

- Eighteen (18) page document complete with Feb. 16/00 letter to J.A. Plan Administrator (P. Portlock) from Bob Hugh, Business Representation; October 06/64 Carpenter (Millwrights) UA Agreement (pumps and compressors); May 01/71 Carpenter (Millwright) IW Agreement (machinery/equipment); other information (entered as Exhibit 5).

6.4 Premay

Did not submit

6.5 J.A. Plan Administrator

Feb. 04/00 facsimile transmission advising of application for reconsideration of J.A. Plan #9917.

(Note: at Feb 17/00 hearing parties agreed)

Subject: words stating – “Handling/Installation of Solenoid panel” - these words are in error and should be deleted.

6.6 Disposition of Submissions

With this Decision all documentation has been returned to the J.A. Plan Administration located at the Alberta Arbitration and Mediation Society Office, Decore Centre, Law Faculty, University of Alberta, Edmonton.

7. EVIDENCE

All documentation both written and oral was accepted as Evidence and has been reviewed.

7.1 Oral Evidence

Refer to Attachment A

7.2 Written Evidence

Refer to Attachment B

7.3 Evidence submitted for Review of Contractor's Intended Work Assignment from J.A. Plan – File #9917

Refer to Attachment C

8. J.A. PLAN ARTICLE VI: PROCEDURES TO BE USED BY THE UMPIRE

In making my decision I have followed this procedure.

9. FINDINGS

From the Evidence submitted I find:

- There are:
 - No Decisions of Record
 - No Agreements of Record
 - No Craft Agreement between the UA and the IW on this matter.
- Again, a lot of extraneous, not applicable evidence submitted.
- The oral evidence records the UA's withdrawal of a number of their reasons for reconsideration.
- Much hair splitting on the matters of:
 - Process equipment or mechanical equipment.
 - Complete or incomplete; preassembled or disassembled; packaged or unpackaged.

I accept the intent of the definition for pre-assembled in the October 06, 1964 UA/MW Craft Agreement.

- The UA claims complete steam turbines and related generators. The equipment in question is within these parameters.
- In making their assignments on this matter, for work in Alberta, contractors have done so by reference of the February 17,18,19, 1969 UA/MW meeting minutes on Complete Package Turbines to the October 06, 1964 UA/MW craft agreement and have assigned the majority of this work to the UA.

- In 1971 the IW challenged Bechtel's Syncrude Assignment for the rigging and setting of completed turbine to the UA to the Alberta Board of Industrial Relations (ABIR). The evidence is inconclusive why the ABIR did not issue a Decision on this matter.
- No grounds for the MW statement that they were excluded in this work assignment.

On Reconsideration, I find Premay erred in their assignment.

10. THE RULING

Premay's assignment is not upheld. The work should have been assigned to the UA.

The Umpire's costs are to be paid 80% by the IW and 20% by the UA.

W.A. Weir, Umpire
J.A. Plan/Alberta Construction Industry
April 18, 2000