

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

RECONSIDERATION - FILE #0101

OF

DECISION OF THE UMPIRE – FILE #0015

Review of Contractor's Intended Work Assignment
Installation of Unassembled (Broke Down) Compressors

PROJECT

SHELL ATHABASCA OIL SANDS DOWN STREAM PROJECT
SCOTFORD, ALBERTA

CONTRACTOR

Fluor Constructors Canada Ltd. (Fluor)

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
(MW)

Decision Published
January 18, 2001

**RECONSIDERATION – FILE 0101
OF**

DECISION OF THE UMPIRE - File #0015

**Review of Contractor’s Intended Work Assignment
Installation of Unassembled (Broke Down) Compressors
Shell Athabasca Oil Sands Down Stream Project
Scotford, Alberta**

1. NATURE OF THE PROTEST

UA, the protesting party, has stated:

Installation of Unassembled (broke down) Compressors:-

- C-22203 PSA Tail Gas Compressor
and
- C-22301 A/B H₂ Make-Up/Recycle Compressors

should have been assigned in accordance with the UA/MW Agreement not the IW/MW Agreement.

2. DESCRIPTION OF THE WORK

The description of the work in dispute was provided by Fluor in their November 22, 2000 letter to the J.A. Plan Administrator

“This equipment was assigned in the final markup on the Athabasca Oilsands Project (ASOP) at Scotford, Alberta, for the Shell Scotford Upgrader; under the IW/MW Agreement, IW - Rigging, MW - Assembly. There is a provision that if this equipment is received in an assembled state that the UA/MW Agreement will be implemented.”

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 response(s) submitted by the Respondent(s) and Contractor.

4. RECONSIDERATION REQUEST

The request for Reconsideration was brought by the UA January 3rd, 2001 Reconsideration Application. An oral hearing was not requested.

The grounds for Reconsideration were stated as:

- “1. Substantial Error of Fact or Law, and;

2. Accidental Mistake on the Part of the Umpire”

The Umpire allowed the Reconsideration

5. SUBMISSIONS

UA submitted their January 3, 2001 five page letter which was well documented reviewing in detail the Umpire’s finds in file #0015. This submission focused on the UA’s request for reconsideration.

MW submitted their January 10, 2001 two page letter which clearly and concisely stated their position.

IW the Administrator advised this submission was received after the deadline. Hence, this submission returned to the IW.

Fluor did not submit even though the Administrator requested.

Contractors are required to submit the information requested in J.A. Plan Procedural Rules, Article VI: Procedures item 1(b), which states:

(b) Where a protest has been filed with the Administrator by a Union, the affected Contractor shall be promptly notified by the Administrator and shall be requested to furnish a full description of the disputed work within five working days. The Contractor shall provide a comprehensive description of the work, including such technical and contextual information as necessary to convey the nature of the work, the frequency, the purpose, and other characteristics of the work that will assist in distinguishing the work from other similar activities. The Contractor shall also indicate the date on which the subject work will commence or has commenced, and the expected completion date. (added or amended by “Plan Amendments No 3, (10/07/2000)).

6. EVIDENCE

The UA and MW submissions were accepted as Evidence.

7. FINDINGS

First let me review my findings, which lead to my file #0015 decision. Under the definitions of the Plan there are no Decisions or Agreements of Record.

There is an applicable IW/MW 1971 Rigging of Machinery and Equipment Agreement. Fluor assigned the IW-Rigging and MW-Assembly using this Agreement. There is also an applicable UA/MW 1964 Pumps and Compressors Agreement that addresses unassembled and assembled pumps and compressors.

I am still of the opinion Fluor has valid reasons including efficiency for assigning this work to the IW and the MW. Neither the IW (submission was late hence not accepted) nor Fluor submitted additional evidence to support their positions or potentially substantiate my opinion.

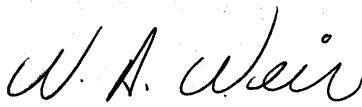
Fluor has an obligation, as do all contractors, to adhere to the J.A. Plan Procedure Rules. I encourage the Trustees to ensure this obligation is adhered to.

As there is not sufficient evidence to substantiate my position I now return to the IW/MW Agreement and my previous conclusion that the Clause 8 of this Agreement governs requiring the Contractor to assign the work under the UA/MW 1964 Agreement.

I now turn to the well documented submissions from both the UA and the MW and accept their analysis of why they have not claimed their right to this work until now.

8. THE RULING

- Fluor's agreement is not upheld.
- This decision is for this project only.
- Costs shall be paid equally by the IW and Fluor.



W.A. Weir, Umpire
J.A. Plan/Alberta Construction Industry
January 18, 2001