

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

DECISION OF THE UMPIRE - File #0108
Review of Contractor's Intended Work Assignment
Coring Holes for Inserts/Anchors

PROJECT

SHELL ATHABASCA OIL SANDS DOWNSTREAM PROJECT
SCOTFORD, AB

CONTRACTOR

Athabasca Construction Joint Venture (ACJV)
Represented by
Fluor Constructors Canada Ltd., Calgary, AB
(Fluor)

PROTESTING PARTIES, JOINT APPLICATION

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

International Brotherhood of Electrical Workers
Local Union 424, Edmonton, AB

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

RESPONDENT

Operative Plasterers & Cement Masons Local 222
(CM)

Decision Published
October 29, 2002

Review of Contractor's Intended Work Assignment
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1. NATURE OF PROTEST

UA, on behalf of the protesting parties, in their submission and September 26/01 letter stated:

“Phase I Mark Up – Contractor Mis-assignment. Specifically – Cement Mason Coring holes for inserts/anchors for all trades. Traditionally each trade has done this work themselves.

Historically, the trade whose jurisdiction it is to install the equipment, steel, supports, etc. also installed any inserts/anchors required. Although technological changes have occurred involving the tools, inserts, and adhesives required to do the work, the jurisdiction remained that of the trade installing the equipment, steel, or support.”

2. CONTRACTORS DESCRIPTION OF THE DISPUTED WORK

Fluor's October 9, 2001 letter states:

“The work in dispute essentially involves the use of a handheld concrete “coring machine” to drill holes in the range of approximately ½” to 2” in diameter for placement of inserts or anchors in concrete. This technology is relatively new.”

“Fluor Constructors Canada Ltd. (FCCL) has awarded all concrete coring to the Cement Mason in the general assignments for work on the Athabasca Construction Joint Venture (ACJV) at the Shell AOSD Project at Scotford, Alberta in line with past assignments for coring by FCCL.”

“FCCL is in agreement with the disputing trades, the UA, the Ironworker, and the Electrician that the installation of inserts/anchors should be done by each respective trade. However, in this particular case, since the final assignment on the mark-up for coring was to the Cement Mason, FCCL would be “changing it's assignment” by awarding operation of these handheld coring machines as tool of the trade. FCCL would thus be in violation of the Plan. Consequently, FCCL has upheld it's original assignment and left it to the disputing trades to find a way forward.”

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, October 16, 2001 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:

Fluor Constructors - Hugh Tackaberry - Director Labour Relations & Safety
CM - Richard Wassill - Business Manager, Michael Gannon
IBEW - George Chatschaturian & Dave Munro - Assistant Business Managers
UA - Larry Matychuk - Business Agent
IW - Harry Tostawryk - Business Agent
Umpire - W.A. Weir

Disposition of Submissions

With this Decision all documentation has been 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.

?? Prevailing Practice assigns the Individual Craft(s) Jurisdiction for the installation of Inserts/Anchors relating to their trade.

?? The work consists of:

?? Layout

?? Drilling/Coring

?? Setting Inserts/Anchor

?? Grouting with appropriate material

?? The Individual Craft(s) have craftsmen who are experienced, knowledgeable and capable of doing these tasks with the required tools of the trade.

?? New technology may change the tools of the trade but the process will continue to be performed by the Individual Craft(s).

?? This has lead to efficiency, good management and the performance of the work without the excessive allocation of manpower.

7. RULING

?? Fluor's work assignment is not upheld with respect to the Drilling/Coring required for the placement of inserts/anchors in concrete.

?? Individual Craft(s) have Jurisdiction for the installation of inserts/anchors in concrete. The work involves layout, drilling/coring of concrete, placement of inserts/anchors, grouting with appropriate material.

?? The Jurisdiction of the Cement Mason remains as assigned with the exception of this matter.

?? Costs are to be paid by the Plasterers and Cement Masons Local 222.



W.A. Weir, Umpire
J.A. Plan/Alberta Construction Industry
October 29, 2001