

DECISION OF THE UMPIRE
PROTEST OF FINAL WORK ASSIGNMENT
MULTI-PURPOSE SUPPORTS
File 15,285 - 001/95

Dupont Canada Phase II Expansion
Gibbons, Alberta Disputing Trades

**International Association of Bridge, Structural and Ornamental Iron Workers Local
720, Edmonton**

**United Association of Journeyman Apprentices of the Plumbing and Pipefitting
Industry Local 488, Edmonton**

International Brotherhood of Electrical Workers Local 424, Edmonton

Protest of Work Assignment - Multi-Purpose Supports File No. 15,285 - 001/95

January 30, 1996

DESCRIPTION OF THE WORK

The description of work involved in the dispute was supplied by Fluor Constructors
Canada Ltd.

12 miscellaneous supports in total.

1 is a goal post style, supporting piping and electrical.

1 is a 3 legged interconnected support, supporting piping and electrical.

the remainder are tee supports, supporting piping only.

NATURE OF THE PROTEST

The work assignment by Fluor Constructors Canada Ltd. of multipurpose supports on the Dupont Canada Phase II Expansion at Gibbons, Alberta. Assignment made at the Pre-Job Conference Jurisdiction Mark-Up Meeting held on June 2a, 1995.

The assignment of free standing pipe supports (not tied together) for the purpose of supporting electrical and piping to the United Association of Journeymen Apprentices of the Plumbing and Pipefitting Industry (U.A.) local 488 Edmonton, and the International Brotherhood of Electrical Workers (I.S.E.W.) local 424 Edmonton; is objected to by the The International Association of Bridge, Structural and Ornamental Iron Workers (I.W.) local 720 Edmonton

The I.W. requests a decision from the Umpire regarding multi-purpose supports.

AUTHORITY

The authority of the Umpire is based on the Jurisdictional Assignment Plan of the Alberta Construction Industry, the request and documentation submitted by the I.W., and the joint submission and documentation submitted by the U. A. and I.B.E.W.

I.W. SUBMISSION

Fluor Constructors Canada Ltd. consistently assigned multi- purpose supports to the I.W. until 1990. Since that time, Fluor has assigned this work to the U.A. and the I.S.E.W.

It is the position of the I.W. that multi-craft contractors consistently assign multi-purpose supports to the I.W., and evidence is submitted to support this position.

U.A./I.B.E.W. SUBMISSION

Fluor Constructors Canada Ltd., at the pre-job mark-up meeting, assigned free-standing pipe supports and multi-leg bridge and truss type supports, in accordance with the terms of the local area agreement between the U.A. and the I.W.

Free standing electrical supports and free standing supports for electrical and piping were assigned in accordance with the U.A./ I.B.E.W. agreement dated August 23, 1968.

It is the contention of the U.A./I.13-E.W. that the intended pipe support assignments are consistent with the historical practice of multi-craft contractors within the territorial jurisdiction of the three local unions.

THE EVIDENCE .

Unfortunately the evidence provided does not deal clearly with the problem and is not always helpful.

I.W.EVIDENCE

The examples of assignments of multi-purpose supports provided by the I.W., are in most cases examples taken from projects outside the local area. While I would not discount them on that basis, such examples cannot carry as much weight as those taken from local projects.

Other examples dealt with dual purpose supports supporting structural elements and piping, or referred to bridge type supports intended to carry more than one item. Neither of these examples can be applied directly to this dispute.

Examples offering a direct application to this dispute, for the most part were assignments by contractors, and applied to one particular project.

The understanding reached between the I.W. and the U.A. dated October 14, 1965 is unsigned and is rejected by the U.A. In any case, the intent regarding supports is not clear and refers only to "dual or multi-type pipe supports." The letter accompanying this understanding from the two General Presidents dated October 8, 1953, requests local

unions to settle disputes on, a local basis until a national agreement has been reached. No evidence was presented to indicate a national agreement exists at this time.

L.J.A./I.B.E.W. EVIDENCE

The U.A./I.S.E.W. submission in all cases referred to Alberta projects. Some examples however referred to single purpose supports or free standing supports, or merely quoted from the I.W./U.A. agreement.

The Alberta examples however indicate a preference by contractors to assign free standing supports; for the purpose of carrying electrical and piping (multi-purpose) in accordance with the U.A./I.B.E.W. agreement of August 22, 1968.

OTHER RULINGS

The Impartial Jurisdictional Disputes Board (I.J.C.B.) and the Jurisdictional Assignment Umpire of B.C. have ruled on this confusing situation. In the examples provided, the rulings have been clouded with such ancillary issues as changing an original assignment, application to a specific project, reference to an understanding between two of the Unions and not the and supports installed Simultaneously with structural steel.

The Jurisdictional Assignment Umpire of B.C. says however that assignments of multi-purpose supports have been significantly in favour of the Ironworker, and he has ruled accordingly in his area. He goes on to say:

"Review of relevant job decisions has determined that work is awarded to one trade or the other after consideration of the circumstances of the project." The circumstances referred to are purpose, type, and time of installation of the supports.

SUMMARY

The description of work indicates that 12 supports are in dispute, of which 2 are multipurpose supports.

Evidence was presented to show that work has been assigned to one trade or the other depending on the circumstances. However a majority of cases indicate that local practice is to assign multi-purpose supports for the purpose of supporting electrical and piping to the U.A./I.S.E.W. in accordance with the agreement between the two Unions dated August 23, 1968.

Until an agreement is reached that clearly addresses disputes of this kind, local practice and the efficiency of the project as determined by the contractor should govern.

RULING

In view of the above, the Assignment by Fluor Constructors Canada Ltd. is upheld.

G.R.Beatson, Umpire

Jurisdictional Assignment Plan
of the Alberta Construction Industry