

**DECISION OF THE UMPIRE**

**J. A. Plan # 9905**

April 26, 1999

APPLICATION FOR REVIEW OF  
CONTRACTOR'S INTENDED WORK ASSIGNMENT  
RE. STEEL SUPPORTS FOR ELECTRICAL TRAYS

SHELL MEG PROJECT, FORT SASKATCHEWAN, AB  
FLUOR CONSTRUCTORS LTD., CALGARY

**Trades Involved**

International Association of Bridge, Structural, Ornamental and Reinforcing Iron

Workers, Local 720, Edmonton.

International Brotherhood of Electrical Workers, Local 424, Edmonton,

**Review of Contractor's Intended Work Assignment - Steel Supports for Electrical Trays.  
Shell Meg Project, Fort Saskatchewan, Alberta.  
Fluor Constructors Canada Ltd., Calgary.**

### **Description of the Work**

The description of the work along with a memorandum and seven drawings, were provided by Fluor Constructors Canada Ltd. (FCCL) with their letter to the Jurisdictional Assignment Plan (JA Plan) Administrator, dated April 20, 1999.

" In reference to the supports spanning from Module '10-01 to Module '00-02; as far as I know, the only current intent of these supports is to support the electrical tray waterfall going from the top of the North-South pipe rack to the Electrical Substation." (memo. Randy Friesen to Hugh Tackaberry - 4/19/99)FCCL only considered the two (2) supports illustrated by the information provided when the work in question was assigned.

The International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, Local 720 (IW) adds:

The description of the work consists of two known steel supports for the purpose of supporting electrical trays. An Isometric drawing was provided.

### **Nature of the Review of the Intended Assignment**

A steel structure composed of W sections and other structural steel members, and labeled *North, South Piperack Module 30-01 and 30-02*, is shown on the Fluor Daniel drawings provided. The module was constructed by the IW.

Attached to this module, are two levels of steel supports made tip of horizontal W sections, and angle braces. The supports are attached to the module at levels 106.500 and 110.500, and are tied together.

The purpose of the module is to support piping and electrical cable trays. The purpose of the supports is to support only electrical cable trays.

During construction of the module, FCCL advised the IW that the two levels of steel supports at 106.500 and 110.500 were to be built by the International Brotherhood of Electrical Workers (IBEW).

The IW considers the action by FCCL to be a *change of intended work- assignment, and* this forms the basis of its protest.

### **Authority**

The authority of the Umpire to undertake this review is based on Article III of the Procedural Rules of the JA Plan, the request and documentation submitted by the IW, Local 720, and the documentation submitted by the IBEW, Local 424 and FCCL.

## **EVIDENCE**

### **Background**

The IW reviewed the events leading up to the assignment of the supports to the IBEW on March II, 1999. The IW objected to the assignment arguing that it constituted a change of assignment. In this they were supported by the Ironworker International Representative responsible for Canadian Affairs, who advised that the contractor initially assigned the work to the IW, and as the IW remained on the work for a period longer than eight hours, the assignment to the IBEW was a change of assignment as per the rules of the Canadian Plan.

While the Administrator of the Canadian Plan was reviewing this, it was pointed out that the Canadian Plan is the appeal route for decisions rendered by the JA Plan in Alberta, and as the parties have not yet exhausted remedies before the JA Plan in Alberta, the matter is not properly before the Canadian Plan.

This logic prevailed and jurisdiction to hear the dispute was accepted by the administrator of the JA Plan in Alberta.

### **IW Submission**

The IW points out that FCCL's final mark-up only identifies free standing electrical supports as being assigned to the IBEW. No mention is made of the type of electrical supports in dispute.

Next, the California Area Memorandum Agreement dated March 10, 1960 between the IW and the IBEW is referred to by the IW. Paragraph 3 says :

*Where a common support or bracket is installed and an additional angle or bracket is attached thereto for the sole support of electrical equipment, this sole support, bracket or angle will be installed by the IBEW.*

The IW says that this area agreement is not applicable to the dispute because it refers to **common supports** only, and in this case there are no other crafts material involved with the supports in dispute. An interesting interpretation, but not correct in my opinion. I believe that the common support in this case refers to the module which was constructed by the IW to support piping and electrical trays, and that the additional angle or bracket refers to the supports in dispute.

The IW goes on to refer to a document produced by the IW and the IBEW and dated May 5, 1955. This document is known as Draft Four and enjoys the ongoing support of the Presidents of both International Unions. Clause no.9 entitled "Supports attached to existing structures." part (a) is drawn to the Umpire's attention.

*Fabrication and installation of bents, T's, knee braces or other structural supports when they are bridged together with bar hoists, channel iron, beams, angle iron or rods. Shall be performed by the Iron Workers.*

The IW says that this is the only evidence which specifically refers to electrical support steel attaching directly to structures. The above clause certainly describes the supports in question, but there is no mention of electrical material.

Clause 9 also has other parts

(b) The fabrication and installation of any additional supports for conduit, cable, trays or any other electrical equipment shall be performed by the Electrical Workers.

(c) The fabrication and installation of knee braces, channels or angles that support conduit, cable or trays shall be performed by the Electrical Workers.

Parts (b) and (c) refer to the support of electrical material, but they fail to mention the supports being bridged together which is the case here.

The IW makes the argument that the type of structural section being used to build the support is the key to determining which Trade is assigned the work. Beams are only mentioned in 9(a), and as the supports in question contain beams, it follows that they fall within the IW scope of work.

The IW provides additional evidence to support their position in the form of a FCCL document dealing with Module Handling Procedure. The module described is quite different from the Piperack Module in this case.

The IW evidence concludes with a decision of the Impartial Jurisdictional Disputes Board in favour of the IW, the California Area Agreement referred to previously, and examples of Alberta Trade practice and Trade practice in other jurisdictions.

### **IBEW Submission**

The IBEW submission to the administrator of the J A Plan is dated April 20, 1999 and comprises two letters and a copy of the August 23, 1968 Memorandum of Understanding between the UA and the IBEW covering *Supports for Piping and Wiring*.

The Memorandum of Understanding is an Attested Agreement between the UA and the IBEW, and determines that each Trade shall build the supports for their own work, but will work together to build common supports. The IW is not mentioned as signatory to the Agreement.

The IBEW points out that the supports in question are, for the support of electrical trays only, and to their knowledge such supports have never been awarded to the IW. After they became aware of the work, they contacted Labour Relations at the MEG site and at that point the work was awarded to the IBEW. The IBEW was never informed of any initial assignment or final assignment, "if indeed there was one."

Unfortunately the IBEW submission is brief and does not address the concerns of the IW, There are no examples of assignments of this type of support to the IBEW, only the statement that "To Local 424's knowledge the supports in question have never been awarded to the IRONWORKERS."

### **Summary**

I found the IW submission detailed and carefully prepared, however I cannot accept the argument that the type of structural section being used to build the support is the key to determining which Trade will be assigned the work. The purpose of the support rather than the type of construction is paramount. I therefore consider that the California Area Agreement of March 10, 1960, and parts (b) and (c) of clause 9 of Draft Four have a bearing on this dispute.

I found the IBEW submission inadequate and not particularly helpful.

However I am concerned as to the small amount of work represented by the two supports in dispute, when compared to the work involved in the construction of the Piperack Module to which they are attached. While I support the IBEW claim that supports for the sole support of their work belong to the them, I believe efficiency should be considered in

this case. I refer the parties to Article VI 1.( i ) of the Procedural Rules of the J A Plan Alberta.

**Decision**

The two supports in dispute will be constructed and installed by the Ironworkers. This is a non-precedent decision and applies to this dispute only.

G.R.Beatson, Umpire

J A Plan / Alberta Construction Industry