

JURISDICTIONAL ASSIGNMENT PLAN
of the
ALBERTA CONSTRUCTION INDUSTRY

DECISION OF THE UMPIRE

REVIEW OF CONTRACTOR'S WORK ASSIGNMENT

INSTALLATION OF FILTERS
JOFFRE 2000 PROJECT

CONTRACTOR. SPANTEC CONSTRUCTORS LTD.

J.A.Plan #9912. October 27, 1999

Disputing Trades

International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and
Helpers, Lodge 146, Edmonton

Millwrights, Machinery Erectors & Maintenance Union, Local 1460, Edmonton
United Brotherhood of Carpenters and Joiners of America

**Review of Contractor's Work Assignment –
Installation of Filters inside a Filter House
Joffre 2000 Project. Spantec Constructors Ltd.**

Description of the Work.

The description of the work and the reasons for the work assignment, were provided by Spantec Constructors in a letter to the J.A.Plan Administrator dated October 18, 1999.

“The disputed work is the installation of the filters in the Filter Houses for the two Combustion Turbines at our Joffre Co-Generation Project. These filters are a canister type that mount inside the filter house on a shop installed bracket. These filters mount in a horizontal position by means of a one eighth turn. The filter mounts have a shop installed air nozzle which blows air into the inside of the filter canister to clean the paper filter which is mounted on the outside of the filter canister.”

The need to go back to the Umpire on this issue is questioned by Spantec because previous J.A.Plan decisions #9906 and #9907 left the balance of the work as originally assigned. The Canadian Plan Decision overturned the J.A.Plan decisions and assigned the power rigging of the filters to the Boilermaker.

The letter goes on to describe the function of the filter house and its relation to the combustion turbine.

Nature of the Protest

The assignment by Spantec of the installation of filters inside a filter house.

“The boilermakers primary basis of protest, but not to form the entire basis of protest would be the **Boilermaker / Millwright Agreement dated October 6, 1964, Article (2) (a).**”

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 Boilermaker and the response submitted by the Millwright.

EVIDENCE

Boilermaker Submission

The Boilermaker Submission is made up of an explanatory letter and fifteen exhibits.

In the explanatory letter, the Boilermaker noted that the dispute is “virtually identical” to the dispute addressed by Umpire Weir (J.A.Plan file #9911), and therefore in this submission they followed the same reasoning as previously, with many of the exhibits being identical with only minor changes to accommodate the case specifics.

Article VI item (I) of the J.A.Plan Procedural Rules is drawn to the Umpire’s attention in reference to the Agreement between the Boilermaker and the Millwright dated October 6, 1964.

The work in dispute is then described, and the letter concludes; “The Boilermaker has no dispute with any craft over the installation of the gas turbine itself or any other mechanical equipment on this project.”

Exhibit 1

Five general arrangement drawings show the position of the filter house in relation to the overall project and the location of the filter modules.

Exhibit 2

A sketch and two general arrangement drawings which were provided to Umpire Weir (J.A.Plan file #9911).

The drawings in both exhibits are schematic, but they appear to confirm the Boilermaker claim that the filter modules are non-mechanical , and there is no reference to any mechanical components contained in either the filter house modules or the filter cartridges.

Exhibit 3

The decision by Umpire Weir (J.A.Plan #9911) awarding the filters on a gas turbine project to the Boilermaker based on the October 6, 1964 Boilermaker / Millwright Agreement. I have read this decision and note the reasons given by the Umpire for his decision.

Exhibit 4

Correspondence between the Boilermaker International and Pneumafil Corporation, together with a nine page product brochure explaining the non-mechanical nature of the filter house modules and the filter cartridges, and the similarity between the filter house and a dust collector. Based on this information, the Boilermaker maintains that the October 6, 1964 Boilermaker / Millwright Agreement applies to this dispute.

Exhibit 5

The Agreement between the Boilermaker and the Millwright dated October 6, 1964. The Umpire notes in Article Two – Dust Collectors.

- (a) Dust collecting bags or containers which are not operated mechanically shall be installed by Boilermakers.
- (b) Dust collecting bags or containers which are operated mechanically shall be installed by Millwrights.

Exhibit 6

A settlement in a dispute between the Boilermaker and the Millwright over the installation of an inlet air duct, including filters at a gas turbine.

Exhibit 7

A settlement in a dispute between the Boilermaker and the Millwright over the installation of filters at a gas turbine.

In both exhibits, the Millwright agreed that the work in dispute belonged to the Boilermaker. Although the settlements were specific to the projects in which they occurred, the Boilermaker claims that they are relevant in so far as they show consistency in the interpretation of the Agreement between the Crafts involved.

Exhibit 8

An excerpt from a Boilermaker / Millwright Joint Committee meeting agreeing that a knocked-down dust collector was covered by Article Two (a) and (b) of the Boilermaker / Millwright Agreement.

Exhibit 9

Excerpts from a Boilermaker / Millwright Joint Committee meeting agreeing that dust collecting equipment , bags, container etc.; which attach to work installed by Boilermakers shall be the work of Boilermakers.

In both exhibits, the Joint Committee interpreted parts of the Agreement between the two Crafts. In Exhibit 9, the Joint Committee stated the principle that the installation of items that attach to the work of one trade shall be the work of that trade. The Boilermaker says that these interpretations must be given the same consideration as the Agreement they are interpreting.

Exhibit 10

Definitions of “digester”, “pulp”, “pulper” and “pulping”. Referring back to Exhibit 9 and the principle that the installation of items that attach to the work of one trade shall be the work of that trade, the Joint Committee stated that this principle also applied to hydro pulpers, digesters and similar equipment. The point being made in Exhibit 10 is, if a principle referring to dust collecting bags can be applied to something so completely different as a hydro pulper, then there should be no problem on anyone’s part in believing it can be applied to an air filter. An additional point is that the determination of which work belongs to which trade is based on whether the work is mechanical or non-mechanical in nature.

Exhibit 11

A letter from Spantec Constructors Ltd. dated March 4, 1999 (revised April 6, 1999) assigning the rigging and installation of filters to the Iron Worker / Millwright. An Arbitrator of the Canadian Plan has awarded the installation of Filters to the Boilermaker but the Millwright refuses to give up the work.

Exhibit 12

The decision of the Arbitrator of the Canadian Plan referenced above.

Exhibit 13

Correspondence from the Ironworker General Vice President, James Phair, dated July 28, 1999, offering to relinquish the installation of the filter house, base and filter to the Boilermakers, at the Trans Alta Energy Suncor Facility, Fort McMurray.

The Boilermaker says that there is no Decision or Agreement of Record governing this dispute and therefore the dispute falls within the scope of “an applicable agreement between the disputing crafts”, specifically the 1964 Boilermaker / Millwright Agreement, Article Two section (a).

Exhibit 14

A decision by an Arbitrator of the Canadian Plan awarding the installation of inlet air filters to the Boilermaker in a dispute between the Boilermaker and the Ironworker. The Millwright did not enter into this dispute.

Exhibit 15

Final work assignments by multi-craft contractors awarding the installation of filter houses and filters to the Boilermaker. The greater number of these assignments apply to United States projects. A few Canadian projects are referenced. Considerable precedence exists for the assignment of the work in dispute to the Boilermaker.

Millwright Submission

The Millwright submission is made up of an explanatory letter and eight exhibits.

In the letter, the Millwright explains the process of providing clean combustion air to various styles of engines (drivers).

The Millwright notes that they were never asked to participate when the J.A.Plan previously considered the installation of filters (#9906 and #9907), or in the Canadian Plan decision dated June 30, 1999, even though Millwright work was involved when the Umpire decided that “The balance of the work shall remain as originally assigned.”

The Millwright also notes that the Canadian Plan Arbitrator awarded the Boilermaker the power rigging of filters even though the Millwright had an agreement with the Boilermaker that each craft shall perform their own rigging.

They suggest that Spantec Constructors Ltd. final assignment of work to the Millwright be upheld.

Tab A

Agreement between the Millwright and the United Association (Pumps and Compressors) - dated October 6, 1964.

The Agreement is not applicable to this dispute under J.A.Plan Procedural Rules, Article II Definitions. “Agreement between Unions”..., they do not affect the claims or rights of work jurisdiction of Unions not party to the Agreement. The Boilermaker is not party to this Agreement.

Tab B

Three letters from Canadian contractors assigning air duct work, filters and silencers to the Millwright.

Tab C

Agreement between the Millwright and the Ironworker (Rigging of Machinery and Equipment) – dated May 1, 1971.

The Agreement is not applicable to this dispute. See Exhibit A.

Tab D

Assignments from various contractors regarding Gas Turbine / Compressor Stations.

In reviewing these assignments, it is apparent that the Millwright has considerable experience in the installation of air intake and exhaust systems. However, many are not applicable to this dispute for the reason given in Exhibit A.

Tab E

Millwright / Boilermaker Agreement dated October 6, 1964. This is the same agreement that was provided under Exhibit 5 of the Boilermaker submission.

Article One – Rigging is highlighted. Here it is agreed that while working jointly on installations, each craft shall perform its own rigging, and the Millwright shall request the Boilermaker to assist them with rigging if required.

Article Two of this Agreement is not referred to by the Millwright, nor do they make any comment on the Boilermaker claim based on Article Two, that “these non-mechanical filter cartridges are of a sufficient relationship to the dust collecting bags or containers to establish proper jurisdiction, which is to the Boilermakers.”

Tab F

Apprenticeship Training – Millwright Program. This program of Alberta Career Development and Employment - Apprenticeship and Trade Certification, indicates that Millwright apprentices are trained in various types of filters, engine servicing and maintenance, gas and steam turbines. This information is included to show that Millwrights are capable of carrying out the work that was assigned to them by Spantec.

Tab G

Four letters, three by Spantec Constructors Ltd. and one by the Millwright dealing with assignments at Nova Chemicals Joffre Co-Gen Project. Here Spantec assigned the erection of support steel, framing, ducting , filter house sections, etc. to the Ironworker and installation of filters – Ironworker power rig, Millwright install. Spantec appears to base the assignments on prevailing practice in Canada. The Millwright agrees that the work falls under the terms and conditions of the Millwright / Ironworker Agreements on setting of machinery.

Subsequent to the dates of the correspondence referred to in Tab G, on July 28, 1999, James Phair, the General Vice President of the Ironworkers, offered to relinquish the filter house base and filter to the Boilermaker at the Trans Alta Energy, Suncor Facility, Fort McMurray. The settlement in effect for this job only.

Tab H

The Millwright submission concludes with three published decisions dealing with the Air Intake Filter house, Dampers and Power Rigging at Nova chemicals Joffre 2000 Project.

J.A.Plan #9906 – April 30, 1999

J.A.Plan #9907 Reconsideration – June 3, 1999

Canadian Plan Decision – June 30, 1999

The Canadian Plan decision overturned the J.A.Plan decisions and said "...the air intake filter house, related ducting, air dampers and the power rigging of the filters should be assigned to the International Brotherhood of Boilermakers."

Findings

This dispute is the same as the one considered by Umpire Weir on September 21, 1999, J.A.Plan #9911.

The filter house modules and the filter cartridges are non-mechanical in nature.

There is no Decision of Record or Agreement of Record that applies to this dispute, therefore the Agreement dated October 6, 1964 between the Boilermaker and the Millwright takes precedence. Article One of this Agreement directs the two crafts to perform their own rigging and assist each other while working jointly on an installation. Unfortunately in this case the crafts are not working jointly, hence the dispute. Article Two refers to Dust Collectors and uses such terms as "dust collecting bags or containers". The Millwright claims that such terms do not refer to air filters and in fact have a quite different purpose. Initially I agreed with this argument, but Exhibit #6 and #7 prove that international representatives of the Millwright believe otherwise. They say that air duct work and the installation of filters rightfully belong to the Boilermaker. Refer also to Exhibits #8 and #9. The same principle awards the work to the Boilermaker as determined by the Joint committee of the two Unions. The Millwright did not refute this evidence.

The Millwright / United Association Agreement dated October 6, 1964 and the Millwright / Ironworker Agreement dated May 1, 1971 are not applicable to this dispute.

There is no doubt that the Millwright is capable of doing the work in dispute, both through training and experience.

Ruling

I award this work to the Boilermaker.

The Umpire costs are to be paid by the Millwright.

G.R Beatson, Umpire
J.A.Plan / Alberta Construction Industry