

JURISDICTIONAL ASSIGNMENT PLAN
of the
ALBERTA CONSTRUCTION INDUSTRY

DECISION OF THE UMPIRE

REVIEW OF CONTRACTOR'S WORK ASSIGNMENT

STENCILING OF TRAYS / EQUIPMENT
NOVA CHEMICALS JOFFRE PROJECT

CONTRACTOR. FLUOR CONSTRUCTORS CANADA LTD.

J.A.Plan #9916. December 6, 1999

Disputing Trades

International Brotherhood of Painters & Allied Trades, Local Union 177, Edmonton
International Brotherhood of Electrical Workers, Local Union 424, Edmonton

**Review of Contractor's Work Assignment –
Stenciling of Trays / Equipment
Nova Chemicals Joffre Project
Fluor Constructors Canada Ltd.**

Description of the Work

The description of the work and the reasons for the work assignment, were provided by Fluor Constructors Canada Ltd. (FCCL) in a letter to the J.A. Plan Administrator dated December 1, 1999.

Cable tray labeling and stenciling is the application of numbers and letters to cable tray by using stencils and spray-on paint.

This work is necessary to ensure that workers can identify appropriate grounding for the trays, and where and what type of supports, covers, barriers, expansion joints, etc. are required.

Cable tray labeling is also essential to identify whether trays are instrument trays Or high voltage since these should not be intermingled.

Information for cable tray labeling comes from cable layout prints on the cable schedule. FCCL's view is that this work is best performed by electricians because mistakes in labeling have potential of causing plant shutdowns, lost time in installing cables, and certainly can create dangerous situations if cables are wrongly identified. Our position is that any situation where information must be transferred from one person to another creates an opportunity for error. Hence in the interest of safety and quality we do not allow painters to perform this work.

Nature of the Protest

Assignment of stenciling of trays / equipment to the International Brotherhood of Electrical Workers (Electricians).

The International Brotherhood of Painters and Allied Trades (Painters) protest this assignment. In their internal Filing Form they say, "At the Fluor Constructors Mark-up for the Joffre Site, all painting was assigned to the International Brotherhood of Painters and Allied Trades Local Union 177. At some point, on site Labour Relations designated the stenciling of trays and equipment to the electricians."

"We cannot allow contractors to designate work assignments on this basis. Once the work assignments are given at Mark-ups, contractors should not be allowed to deviate from what has already been awarded."

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 Painters and the response submitted by the Electricians.

EVIDENCE**Painters Submission**

It would have been helpful if the Painters had provided an explanatory letter with their submission, so that the Umpire appreciated the significance of their evidence from the Painters point of view.

Exhibit 1

Pages 8 and 9 of the Constitution of the Painters and Allied Trades.

Under Paragraph (g) **Sign and Display**, the work of Sign Painters is described as the making of signs, designing, lettering and pictorial work of any kind, be it by hand, brush, roller, spray, or by any other method or process pertaining to same. Painters shall have control of all branches, methods and processes of screen process work. Their jurisdiction shall include the application of scotchlite or other adhesive materials of a reflective nature.

Exhibit 2

Pages 21 – 23 of the Alberta Painting Contractors Association Collective Agreement.

Article 10 – Scope of Work describes Painter’s work as all incidental preparatory work, the protection of property and traffic including the erection of scaffolding, the use of hand and power driven tools and the use of all other equipment necessary to perform the work outlined in this article. Also included in the Scope of Work are applications of gold leaf, silver leaf and metallizing. “the manufacture and installation of all signs, whether wood, glass, plaster or metal affixed by adhesives or any other method or any signs painted by any method for information and/or advertising.

Exhibit 3

This exhibit consists of 50 decisions of the Joint Board for the Settlement of Jurisdictional Disputes. The decisions date from the 1960’s and 1970’s. Of the total, 30 decisions deal with the painting of electrical conduit and equipment, 15 deal with the installation of glass in electrical fixtures and miscellaneous work, and 5 deal with stenciling, identification signs and the installation of identification tape.

The 5 disputes that deal with stenciling and identification were job specific, but may be considered to bear on this dispute. Four of the disputes dealt with the installation of identification tape which was assigned to the Electricians. One dispute dealt with stenciling, the application of pasteboard signs to conduit and the application of paint to identification numbers imbedded in electrical conduit. This work was assigned to the Painters. In all disputes, general painting, including the painting of electrical equipment and conduit, was assigned to the Painters.

This concludes the Painters submission.

Electricians Submission

The Electricians say that the work was properly assigned, and they agree with the Contractor that the assignment was made on the basis of safety.

“Are Painters qualified to read electrical prints? I would suggest that they are not. I do not believe that their training qualifies the painter, to determine which tray is which, when in fact you literally have hundreds of tray runs included. If the prints are misinterpreted or not read correctly and the wrong tray number is attached; the problems that follow are horrendous.

1. Safety is compromised.
2. Start-up, commissioning or maintenance would be in jeopardy with time wasted trying to trace cables that are not in the tray.”

The Electricians also claim that in this jurisdiction the stenciling of trays for identification purposes is done by the Electricians, and the Painters have never previously asked to be involved with identifying electrical trays.

Other Exhibits

Three Joint Board decisions are included by the Electricians, assigning the work in question to their Trade. The decisions date from the 1960's and 1970's and deal with installation of identification tape to electrical conduit and equipment, stenciling for identification purposes prior to pulling of wires and the stenciling of cable trays. All decisions were job specific.

This concludes the Electricians submission.

FINDINGS

The excerpts from the Painters and Allied Trades Constitution and the Alberta Painting Contractors Association Collective Agreement, appear to be internal documents. There was no evidence presented that these documents have a force beyond this Trade.

The balance of the evidence submitted by the Painters was not always germane to the dispute, but dealt with the historic position within the building industry that painting work belongs to the International Brotherhood of Painters and Allied Trades. That position in my opinion was not disputed.

The dispute is over who provides the explanation and identification work. Surely this work belongs to the trade performing the initial work. That such explanation or identification happens to involve stenciling or the application of identification tape, is secondary to the issue. This point has not been missed by the Joint Board for the Settlement of Jurisdictional Disputes, who consistently upheld the assignment of identification work to the trade performing the initial work.

The concern for safety and quality, given by the Contractor and the Electricians as the reason for the assignment, only reinforces the above principle and the correctness of the assignment.

The Painters, perhaps with justification, complain that the initial assignment of painting work made at the mark-up meeting was later altered to award part of that work (stenciling) to another trade. FCCL might note this complaint and in the future clarify identification work separately from painting work.

Ruling

The Contractor's assignment is upheld.

To conform to previous decisions of the Joint Board, this ruling is based on the facts and evidence presented in this dispute and shall be effective on this particular job only.

The Umpire's costs are to be paid for by the Painters.

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

