

**File 9917 – PP Local 488 – Resp –IW – MW - Review of Contractor's Intended Work Assignment - Rigging Up of Gantry System And Lifting of Steam Turbine and Generator to Base 12-4-99**

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

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**DECISION OF THE UMPIRE – File #9917**

**Review of Contractor's Intended Work Assignment  
Rigging Up of Gantry System And Lifting of Steam Turbine  
and Generator to Base**

**PROJECT**

**SUNCOR CO-GEN  
FORT MCMURRAY**

**CONTRACTOR  
Premay Equipment Ltd.**

**PROTESTING PARTY**

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

**RESPONDENTS**

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

**Millwrights, Machinery Erectors & Maintenance Workers Local #1460  
Edmonton  
(Millwrights)  
and  
Premay Equipment Ltd.  
Edmonton  
(Premay)**

**Decision Published  
December 14, 1999**

*Amendment to item 3, page 3 of 16, Dec 23/99 (as underlined)*

## 1. DESCRIPTION OF THE DISPUTED WORK

A very detailed description of the disputed work and the work assignment were provided by Premay Equipment Ltd. (Premay) in their November 22, 1999 letter to the J.A. Plan Administrator.

The disputed work consists of:-

Description	Activity
Set up lift 'n' lock gantry system in TG-3 building using a composite crew	<ol style="list-style-type: none"> <li>1. Utilizing overhead crane in building, offload from Premay trailers gantry equipment as required.</li> <li>2. Set blocking and dunage onto floor to avoid footings and pits, to build a 'runway' for the gantry system.</li> <li>3. Set up mats and gantry track system. Adjust to required level tolerances.</li> <li>4. Set up gantry legs, lift beams and trolley system.</li> </ol>
Offload turbine and generator from trailers with lift 'n' lock gantry system and bring to a rough set position on the foundations using a composite crew.	<ol style="list-style-type: none"> <li>1. After scheuerle is positioned in building, attach rigging from gantry to the steam turbine.</li> <li>2. Lift unit to clear transport equipment.</li> <li>3. Travel to a position just clear of the base.</li> <li>4. Lift to clear base.</li> <li>5. travel to position over steam turbine base.</li> <li>6. Lower onto blocking as supplied by owner.</li> <li>7. Unhook rigging and travel gantry to door position.</li> <li>8. Repeat procedure for electrical generator.</li> </ol>
Rig down and load out of gantry equipment using a composite crew	<ol style="list-style-type: none"> <li>1. After both units are rough set the gantry system is returned to a position at the door.</li> <li>2. Gantry system is rigged down and loaded onto trailers.</li> <li>3. Blocking is removed and loaded onto trailers.</li> <li>4. All Premay's equipment is loaded out and work area is returned to 'as found' condition.</li> </ol>

## 2. NATURE OF THE PROTEST

UA, protesting party have stated in their November 10, 1999 letter to Premay: "...the UA is adamant in opposing your proposed assignment of rough setting of the TG-3 Steam Turbine and Generator. This clearly goes against all traditional and historic past practices in the industry. The UA is claiming the following work..."

*Comment - the work claimed by the UA is that stated above.*

### 3. AUTHORITY

The authority of the Umpire is based on the Jurisdictional Assignment Plan of the Alberta Construction Industry, the Application submission by United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, Local Union 488 and responses submitted by International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers #720 and Premay Equipment Ltd.. (Amendment Dec. 23/99 to items underlined)

### 4. J.A. PLAN, PROCEDURAL RULES

#### Article IV: Contractor's Responsibility (in part)

Item IV 5(a) states:

*"5. The intended work assignment by the Contractor shall be made on the following basis:*

- (a) Where a Decision of Record applies to the disputed work, or where an Agreement of Record between the disputing trades applies to the disputed work, the Contractor shall assign the work in accordance with such Agreement or Decision of Record. Where a local trade agreement between two unions has been filed with the Umpire, the Contractor shall assign the work in accordance with such trade agreement providing such trade agreement does not affect another trade."*

#### Article V: Union's Responsibility (in part)

Item V 4 states:

*"4. A Union may file with the Umpire through the Administrator a protest against the indented work assignment of a Contractor on a particular project. Such protest of assignment shall indicate the project, the disputing trades, those trades and parties affected by the dispute, an account of leading to the work assignment, and a full and detailed description of the work in dispute. The Union shall also indicate the basis of its protest of the assignment by the contractor. The Union shall cite any Decision or Agreement of Record on which its protest is based. When no Decisions or Agreements of Record are applicable, the Union shall cite the basis for its protest of assignment. Any Union may also notify the Umpire through the Administrator of a work stoppage engaged in by another Union. Prior to filing a protest, the Union shall advise the Contractor and the Union in possession of the disputed work of its claim for the dispute work and seek to settle the same. (amended by "Plan Amendments No. 2", (02/12/97)."*

### 5. SUBMISSIONS

I have received (from J.A. Plan Administrator Portlock) and reviewed all documentation submitted.

- In response to my request J.A. Plan Administrator submitted:

- December 12, 1999 Premay fax advising their contract to transport, offload and rough set is with Dantransport of Denmark who are contracted with ABB Sweden to transport units from Europe to site.
- In December 12, 1999 telephone discussion with Umpire Weir Premay's Martin Timmer advised the 2<sup>nd</sup> unit is to arrive 3<sup>rd</sup> week in January 2000. He also advised Premay is not signatory to either UA or IW.
- December 09, 1999 Fluor Contractors Ltd. (FCCL) letter advising:
  1. Fluor Daniel Canada Inc. (FDCI) is prime contractor for the Trans Alta co-generation project at Suncor facilities, Fort McMurray.
    - FCCL is contracted to FDCI to provide construction services including direct hire labour.
    - Premay is a subcontractor to Asea Brown Boveri (ABB). ABB is contracted directly to the owner.....FCCL assumes care custody and control of the equipment after ABB have met their obligations.
    - FCCL has no knowledge whether or not Premay is signatory to the UA or IW.
  2. ....neither FCCL or FDCI have jurisdiction over this work.....
  3. ....FCCL or FDCI have no relationship with ABB. ....under J.A. Plan Procedural Rules Article IV: Contractors Responsibilities, (4) Premay is Contractor "A", ..... "and shall make an intended work assignment".
- December 03, 1999 fax attaching Premay's December 02, 1999 fax advising:
  - Date of actual work in dispute commenced December 01, 1999.
  - ....late assignment of the work was due to:
    - lateness of learning about the mark up system.
    - current work load
    - time required to review evidence supplied by both parties.
  - Premay have asked Fluor to supply the required craft and charge Premay for same.
- Two faxes both dated December 02, 1998 one to Premay other to FCCL (fax recalled due to wording and second fax issued).
- Application for Review of Contractors Intended Work Assignment from UA.

- November 24, 1999 memorandum from J.A. Plan Administrator to Umpire Weir complete with binder of submissions from UA and IW also Premay's description of the dispute.
- November 16, 1999 memorandum from J.A. Plan Administrator to IW, Millwrights and Premay requesting from IW and Millwrights statement of position by November 17, 1999 and additional evidence by November 22, 1999. Requesting from Premay "description of disputed work" by November 22, 1999.
- November 16, 1999 UA application for review of contractor's Intended Work Assignment naming the IW and Millwrights as affected trades and Premay the contractor making assignment.

#### *Comment*

- *It is understandable why Millwrights declined request to make a submission.*

*UA November 16, 1999 submission letter clearly explained their position as did some of their supporting evidence*

#### *Likewise*

- *IW November 17, 1999 submission letter clearly explained their position as did some of the 88 pages of supporting evidence. In future submit only pertinent material. Do not waste your time collecting, or the Umpire's time, in reviewing non-applicable evidence.*
- *Premay's November 22, 1999 fax complete with attachment gave a detailed description of the work and the activities involved.*

*UA in their submission included a copy of Premay's assignment which gave:*

- *Description of the work*
- *Preliminary assignment*
- *Claim*
- *Final assignment*
- *The disputed work and it's assignment is clearly documented.*

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- *All documentation was accepted as Evidence and will be commented on in the next section.*

#### **Disposition of Submissions**

All documentation has been returned to the J.A. Plan Administrator.

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## EVIDENCE

### 6. REVIEW OF SUBMISSIONS

#### 6.1 UA

- November 16, 1999 letter from UA Business Manager/Financial Secretary Rob Kinsey to J.A. Plan Administrator Portlock outlining Description of Work and Basis of Protest.

*Comment - referred to:*

- *November 10, 1999 from Premay to conduct an "Electronic Mark Up"*
- *Recognized the steam turbine and generator were "complete" and UA jurisdiction*
- *On November 10, 1999 submitted 33 pages of evidence supporting UA claim*
- *Premay's advice on Friday November 12, 1999 (Thursday, November 11, 1999 Statutory Holiday) "final award" by 5:00 p.m. on November 12, 1999.*
- *Premay's "final award" received Monday, November 15, 1999 (the day the equipment was destined to arrive) via Premay's Sunday, November 14, 1999 6:07 p.m. fax.*
- *Turbines being similar to pumps*
- *Multi-trade contractors specifically within Alberta have historically awarded **complete** turbines based upon the 1964 Agreement between UA and Millwrights.*
- *IW, Millwright Agreement for the rigging in a **broke-down** component parts of this type of equipment*
- *April 23, 1971 Board of Industrial Relations, Alberta jurisdictional dispute resolution.*
- *August 5, 1997 I.J.D.B. (Washington, D.C.) ruling*

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*I share UA's frustration with Premay's methodology, lack of understanding and publishing their "final assignment" on Sunday (a non-working day) the day before the work was scheduled to commence.*

*Totally unacceptable.*

- November 14, 1999 fax from Martin Timmer, Premay Equipment to Rob Kinsey submitting "final assignments".

*Comment*

- *Was issued very late*
- *Clearly documents description of work, preliminary assignment, claim and final assignment*

- *Composite crews were assigned to the set up, equipment move and rig down using IW members, Teamsters and O.E. 955 members.*
- November 10, 1999,
  - fax from Rob Kinsey to Duncan Cook, Premay Equipment re Jurisdiction Evidence - Turbines and Generators.
  - Pre-Job/Mark Up sent by Northern Alberta & NWT Building & Construction Trades Council (NABTC) by Rob Kinsey, President-NABTC.
  - letter from UA to Duncan Cook and Martin Timmer at Premay re initial electronic mark-up sheet including copy of "Rough Setting of TG-3 Steam Turbine and Generator" work assignments.

**Premay's Sunday November 14, 1999 Assignment.**

Description	Preliminary Assignment	Claim	Final Assignment
Transport of generator and turbine from Edmonton to Suncor gate laydown area on Scheuerle steering platform trailer.	(2) Teamsters 362-Premay		As per preliminary assignment.
Reconfigure trailer for site movement of turbine generator units.	(2) Teamsters 362-Premay		As per preliminary assignment.
Set up lift 'n' lock gantry system in TG-3 building using a composite crew.	(2) Iron Workers - Fluor (1) O.E. 955 - Premay (1) Teamster 362 - Premay	IW and UA	As per preliminary assignment.
Transport generator and turbine from laydown area to doorway of TG-3 building on Scheuerle steering platform trailer.	(2) Teamsters 362-Premay		As per preliminary assignment.
Offload turbine and generator from trailers with lift 'n' lock gantry system and bring to a rough set position on the foundations using a composite crew.	(2) Iron Workers - Fluor (1) O.E. 955 - Premay (1) Teamster 362 - Premay	IW and UA	As per preliminary assignment.
Rig down and load out of gantry equipment using a composite crew.	(2) Iron Workers - Fluor (1) O.E. 955 - Premay (1) Teamster 362-Premay	IW and UA	As per preliminary assignment.

- October 6, 1964 2 page Agreement re Pumps and Compressors United Association - Carpenters.

*Comment -*

- *Does not refer to turbines*
  - *A pump is exactly opposite from a turbine*
  - *A pump is provided with power to move or lift a liquid.*
  - *A steam turbine is provided with water to produce power and in this case to drive a generator.*
- August 5, 1977 - Impartial Jurisdictional Disputes Board, Washington, D.C. decision concerning handling and installation of steam turbines, pumps and compressors at Syncrude, Fort McMurray and Canadian Bechtel Ltd.

*Comment -*

- *Dispute between Carpenters and United Association.*
  - *The body of the letter does not state if work is assigned to UA or Carpenters - why?*
  - *Note near top of page states "The 1964 Agreement provides this work is the work of the UA*
  - *Who added this note and when?*
- Feb. 17-19, 1969 Excerpts from minutes of the 25<sup>th</sup> Meeting of Carpenter-UA Committee regarding Packaged Turbines.

*Comment - agreement between UA and Millwrights.*

- July 18, 1990 letter from Fluor Constructors Canada Ltd. (FCCL) to Ironworkers Local 720 (copy to UA) regarding final assignments - Edmonton MTBE project.

*Comment -*

- *Current*
  - *Does not state if steam turbine is complete or broken down*
- January 8, 1981 FCCL letter to UA, Winnipeg, MA, re turbine per UA/MW Agreement.

*Comment – Turbine per UA/MW Agreement.*

- October 27, 1980 FCCL letter to UA, Winnipeg, MA re equipment mark up meeting for the Methanol Plant #3 at Medicine Hat.

*Comment - FCCL recognizes UA claim.*



- December 9, 1980 FCCL letter from UA concerning Item One in FCCL October 27, 1980 re turbines.
- May 2, 1980 letter from Aiton Power Limited to UA #488 and Millwrights Machinery Erectors and Maintenance Union #1975 Calgary re Boiler Feed Turbine and Boiler Feed Pumps.

*Comment -*

- *Assigned to UA*
- *Any rigging to be done by craft doing initial installations*
- August 16, 1977 letter from Fish International to Ted Stark, Alberta & NWT Building & Construction Trades Council re items left in question on Project 7615 0- Cochrane, AB.

*Comment - all pumps, compressors and turbines as per UA/MW Agreement.*

- July 4, 1977 letter from Brown & Root Ltd. to Bob Boyden, , Alberta & NWT Building & Construction Trades Council re installation of fired heaters and boilers at Joffre for Dow Chemical.

*Comment -*

- *Assigned steam turbines to UA*
- *Interesting - assigned on October 6, 1964 Pumps and Compressors Agreement.*
- *Assembled?*
- March 29, 1977 letter from Martin Ward, General President, UA to Fred Driscoll, Impartial Jurisdictional Disputes Board, Washington, D.C. no dispute exists between UA and Carpenters and they agreed with Bechtel's March 18/77 work assignment.

*Comment –*

- *no mention of Bechtel's assignment.*
- *why include?*
- May 5, 1971 letter from Frank J. Lucas, General Organizer UA to Roscoe Pickrell, UA Local 630 West Palm Beach, FA, assigning completed or packaged steam turbines to UA.

*Comment –*

- *in house letter.*
- *why include?*

- January 25, 1971 correspondence from Peter T. Schoernann, Gen. Pres. UA to Russ St. Eloi, Vancouver, BC stating dispute exists over installation of turbine and blowers at Ralph M. Parsons project, Calgary.

- February 8, 1971 correspondence from E. Stanley and J.R. St. Eloi assigning turbines and blowers to UA and final alignment by the millwrights on Waterton Shell Job.

*Comment - complete units?*

- March 10, 1982 letter from Brown & Root Ltd. (B & R) to R. St. Eloi outlining work assignment for Compressor Station for Foothills Pipe Lines, Jenner, AB. Enclosing copy of September 2, 1981 B & R letter to L.D. Tackaberry, Southern Alberta Building & Construction Trades Council outlining assignment for Compressor Station project at Jenner, AB.

*Comment -*

- *Components - gas generator on stand (3,100 kil) assigned to UA-Millwrights.*
- *Small unit 3100 kg or approximately 6820 lb.*
- *no mention of turbine.*
- September 2, 1981 B & R letter complete with two pages of assignments L.D. Tackaberry Southern Alberta Building and Construction Trade's Council re Foothills Pipe Line Jenner Alberta Compressor Station.

*Comment: - Power turbine and gas generator assigned to U.A. – M.W.*

- May 23, 1975 letter from M.J. Carson, A.D. Ross & Company to Inter. Assoc. of Bridge, Structural and Ornamental Iron Workers, Regina re agreement for off loading pre-assembled equipment (turbine) at Landis Saskatchewan.

*Comment - as per October 6, 1964 Agreement awarded to UA and MW.*

- August 6, 1968 letter from Burns & Dutton Construction (1962) Ltd. to B. Zorniak (no address or company shown) re Work Jurisdiction at Simon-Carves Sulphuric Acid Plant. (2 copies)

*Comment:*

- *Package steam turbine*
- *Rigging to UA, installation to MW*
- *No mention of Acid Plant location*
- *Who is B. Zorniak?*
- July 3, 1968 Memo from Canadian Bechtel Limited to A. Hall, Millwrights Local 1460 and N. Durbyshire - UA Local 488 regarding assignment for handling and setting turbines at Imperial Oil Fertilizer Complex, Redwater.

*Comment –*

- *assigned on basis of October 6, 1964 Agreement to two crafts.*
- *Exclusive of rigging procedures as outlined on page 2 of memorandum (not attached).*
- April 23, 1971 letter from Board of Industrial Relations, Govern. Of Alberta to L.D. Tackaberry, UA Business Manager, Local 496, Calgary (copy to N. Darbyshire & J.R. St. Eldi) regarding dispute at Dome Petroleum Project, Empress, AB

*Comment:*

- *Hearing date set*
- *Handwritten comment - "case was withdrawn by IRONWORKERS"*
- *This has major importance – however no validation of handwritten comment.*
- March 16, 1971 telegram from John Lyons, Gen. Pres. IW International to Peter Schoemann, General President, UA notifying him of dispute regarding unloading and setting of gas turbine at Dome Petroleum, Empress, AB.

*Comment - meeting to be held.*

- March 25, 1977 letter from J.R. St. Eloi, Director of Canadian Affairs, UA to Martin Ward, General President, UA, Washington, D.C. regarding jurisdictional submission by Bechtel to Impartial Disputes Board over steam turbines.

*Comment:*

- *reference to July 3, 1968 Canadian Bechtel awarding the handling of turbines to the UA*
- *reference to 4 contractors, assignment of Turbines Drivers to UA.*
- *IW withdrew their request – no evidence to substantiate.*
- March 18, 1977 letter from Canadian Bechtel Limited to Union Local #488 and Local 1460 assignment of steam turbines, pumps and compressors.

*Comment - assigned to UA to softeners or anchor bolts.*

- Excerpt from minutes of Boilermaker-United Assoc. Joint Committee meeting held November 18-20, 1969 regarding field assembly of steam generator assigning work to Boilermakers.

*Comment - why include?*

- 3 pages of UA schematic drawings, Nuclear Reactors dated 11,21,60/11,12,60/12,7,60.

*Comment - why include?*

- November 12, 1999 Alberta Building Trades Council fax from Robert R. Blakely, President to Marty Albright, Labour Relations, ABB Combustion Services Div., Gloucester, ON re CSTS-Utilities Module.

*Comment - why include?*

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## **6.2 Premay Equipment**

- November 22, 1999 fax from Martin Timmer, Premay Equipment to J.A. Plan Administrator Portlock outlining Disputed Work and including detail sheet of the work.

*Comment –*

- *as previously stated very clear.*
  - *Concerned with lateness of assignment.*
  - *Additional information via fax of December 12, 1999 on their contractual arrangements with DANTRANSPORT.*
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## **6.3 Ironworkers Local 720**

- November 17, 1999 fax from Ironworkers Local 720 to J.A. Plan Administrator Portlock stating e-mail on Ironworkers Statement of Position did not connect.
- November 16, 1999 delivery reports on e-mail IW Statement of Position - IW support Premay Assignment.
- November 17, 1999 letter from Darrel LaBoucan, Ironworkers Local 720 to J.A. Plan Administrator Portlock accompanying their evidence and documentation in "tabbed" format.

*Comment – letter refers to:*

- *Received Premay's Assignment afternoon of Thursday, November 11, 1999*
- *Were not aware of UA's claim until November 12, 1999*
- *Brown & Root mark-up meeting morning November 13, 1999*
- *Electronic mark-ups may lead to "hic cups"*

- 1) Tab A - Opening Comments, Overview Statement of Position – 3 page  
November 22, 1999 IW letter  
*Comment –*
  - *explanation of steam turbine and generator operation*
  - *weight of two natural gas powered turbine/generator sets to be installed given as plus 250 tons*
  - *refers to UA/Millwrights October 6, 1964 Agreement as irrelevant as no reference to turbines or generators only to pumps and compressors*
  - *UA has not submitted evidence re contractors assignments or trade agreements to rigging of power generators.*
  - *To complete the installation the turning gear, an integral component of the turbine generator Fluor has assigned to IW/Millwrights as per June 22, 1953 agreement.*
  - *Submitted various contractor assignments on unassembled and partially assembled turbine generator sets.*
  - *These turbine generator sets are mechanical equipment not process equipment.*
  - *Presented eighty (80) plus pages of documentation*
    - *How much is relevant?*
  - *Clearly defines the IW's position.*
- 2) Tab A1 - Notification by J.A. Plan Administrator that a dispute exists - 1 page
- 3) Tab A2 - Premay Equipment Ltd. Work Assignment to the Ironworker - 2 pages
- 4) Tab A3 - Illustration of the actual turbine/generator set in dispute - 3 pages
- 5) Tab B - Agreements of Record, Ironworker/Millwright, Ironworker/IBEW, Ironworker/Operating Engineers - 16 pages Agreements
  - IW-Millwrights – May 1, 1971 – Rigging Machinery & Equipment
  - IW-Millwrights – June 23, 1953 – Conveyors.  
*Comment – why include?*

- IW-IBEW – December 19, 1957 – A variety of items
- IW-IBEW – July 23, 1983 – A variety of items

*Comment – What is relevant?*

- 6) Tab B1 - Ironworker/Boilermaker Peaking Unit and/or Gas Turbine Agreement April 10, 1973 - 1 page
- 7) Tab B2 - Contractor Assignments, knocked down/partially unassembled turbine/generator sets - 33 pages

*Comment:*

- *IW November 22, 1999 letter states “...This we suggests will give the Umpire a clear understanding that the turbines are mechanical equipment, not process equipment as the United Association would lead one to believe”*
- *These addressed rigging, placement and other matters from projects in Nova Scotia, Ontario, Manitoba, Alberta, B.C.*

- 8) Tab B3 - Contractor Assignments, completed turbine/generator sets - 39 pages.

*Comment:*

- *a summary would have assisted.*
- *I reviewed all 39 pages and came up with twenty-two (22) assignments of which:*
  - *Eight (8) were United States projects*
  - *Three (3) were Saskatchewan projects*
  - *Two (2) were Manitoba projects*
  - *One (1) was B.C. project*
  - *Eight (8) were Alberta projects*

**7. J.A. PLAN ARTICLE II: DEFINITIONS:****Defines:**

*"Agreements between Unions" - There are various types of Agreements - Agreements of Record and other National, Provincial and Local Agreements. These Agreements are not binding on other crafts not signatory to the Agreements and, insofar as the Canadian Plan is concerned, they do not affect the claims or rights of work jurisdiction of Unions not party to the Agreement.*

*"Agreements of Record" - are those Agreements between Building Trades Unions which have been recorded with the Canadian Plan and are binding on the signatory Unions. These are the only Agreements contained in the "Green Book". Agreements of Record are applicable only to the parties signatory to such agreements.*

*"Decision of Record" - Decisions of Record are those which appear in the publication commonly referred to as the "Green Book" published and approved by the Building and Construction Trades Department, AFLCIO (current issue) and are international or national in scope. They are applicable to all trades even though a dispute which resulted in a Decision of Record may originally have involved only two trades.*

*They are not to be confused with job decisions rendered by the Canadian Plan which apply only to the SPECIFIC JOBS and crafts named in the job decisions. However, the Canadian Plan is required to give due consideration to Decisions of Record in arriving at job decisions.*

*Decisions of Record in the "Green Book" do not appear in chronological order and are always referred to by dates.*

**8. J.A. PLAN ARTICLE VI: PROCEDURES TO BE USED BY THE UMPIRE**

In making my decision I have followed this procedure.

Note:

Article III Administration & Umpire

Item 2(a) A dispute as to the assignment of work prior to commencement.

*Comment - Premay advised work commenced December 01, 1999, well after the November 16, 1999 UA submission of Application for Review of Contractors intended work Assignment.*

## **9. FINDINGS**

From the Evidence submitted I find:

- There are no:
  - Decisions of Record.
  - Agreements of Record.
  - Agreements between the UA and IW on this matter.
- Turbines are not pumps or compressors
- I am not convinced the UA – Carpenters October 6, 1964 Agreement is applicable to this dispute particularly with the number of Assignments to IW for off loading and placing of major steam turbines and generators.
- Premay should have made their Assignment well in advance of Sunday, November 14, 1999 hence received until Monday, November 15, 1999.

## **10. THE RULING**

Premay's assignment is upheld and shall apply to Units TG-3 and TG-4.

The Umpire's costs shall be shared equally between UA, IW and Premay.

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W.A. Weir, Umpire  
J.A. Plan/Alberta Construction Industry  
December 14, 1999