

**Jurisdictional  
Assignment  
Plan  
of the  
BC Construction Industry**

*established by the*

Construction Labour Relations  
Association of British Columbia

*and the*

British Columbia and Yukon Territory  
Building and Construction  
Trades Council

Revised  
March 2, 2020

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# **Memorandum of Understanding** establishing the **Jurisdictional Assignment Plan**

**An Agreement By and Between the:**

CONSTRUCTION LABOUR RELATIONS  
ASSOCIATION OF BRITISH COLUMBIA

and the:

BRITISH COLUMBIA AND YUKON TERRITORY  
BUILDING AND CONSTRUCTION TRADES  
COUNCIL

## **Part I**

This Memorandum and the attached Procedural Rules for jurisdictional work assignments in British Columbia have no force or effect until ratification by both major parties.

## **Part II**

This Plan is a serious attempt by both parties, extending over many months of consultation, to work out a viable system of skilled and impartial work assignment within the construction industry in British Columbia that is within and supplementary to the workings of the Impartial Jurisdictional Disputes Board, or its successor, as established by the major Contractor Associations and the Building and Construction Trades Department AFL-CIO.

## **Part III**

It is recognized by both parties that due to time loss, wildcats, disruption of work continuity and the ensuing

poor publicity that there is a real and ever present danger of governmental intervention in the question of construction jurisdictional disputes.

#### **Part IV**

It is further recognized that the already existing interventions by governments in certain other jurisdictions have not been found satisfactory or desirable by either Employer or Employee organizations. It is agreed that a mutually acceptable Plan freely negotiated by both parties is a preferable resolution to the problem.

#### **Part V**

There is agreement that the Impartial Jurisdictional Disputes Board, or its successor, is a viable and workable system of adjudication of jurisdictional disputes. From our mutual point of view there are a number of serious weaknesses, however. Firstly, it is removed from the immediate area that concerns us by both time and space. Secondly, its workings do not allow, in the main, the active participation by the immediate, local parties to the dispute and thirdly, it intervenes only after the actual coming into being of a dispute. The only consideration in the "Plan for Settlement of Jurisdictional Disputes in the Construction Industry" (Washington) for the prevention of disputes lies in Article VIII, Section 1(d) of that same plan wherein the generalized hope is expressed that "all participating Employer Associations shall encourage inclusion of work assignment training in all supervisory training programs". It is agreed by both parties that it is necessary to attempt the local, concrete elimination of disputes insofar as is possible.

## **Part VI**

It is agreed that the best avenue of prevention lies in a method of highly skilled, knowledgeable, unbiased and impartial assignment of work. It is projected that an impartial umpire of work assignment working on the primary level of assignment is the best hope of attainment of our mutual ideal.

## **Part VII**

There is agreement by both parties that a local board of adjudication, operating on a basis independent of the central Impartial Jurisdictional Disputes Board, or its successor, has inherent dangers that are unacceptable to either party. Firstly, such a Board would run contrary to the expressed wishes of larger National or International organizations. Secondly, such a Board, working singly here or followed by similar Boards in other political jurisdictions would have the ultimate effect of splintering the “work jurisdiction” of all Trades and would hence lead to subsequent complexity of assignment for other than possibly local Contractors. It is understood that the office of Umpire will closely follow the precedents and systematic decisions of the Impartial Jurisdictional Disputes Board, or its successor, in order that systematic, orderly and unified progress will take place in British Columbia that is not in conflict with the greater jurisdictions of the International Unions or National or International Contractor Associations.

## **Part VIII**

It is anticipated that while the Umpire will work in the area of assignment, the full recourse of all organizations to the centralized adjudication of the Impartial Jurisdictional Disputes Board and its related Appeals Board will remain

open to all parties in accordance with the Procedural Rules of those bodies.

The chief area of concern is the willingness of the Impartial Jurisdictional Disputes Board to accept the assignment by the Umpire as the “specific” or “initial” assignment within the meaning of the Procedural Rules of the Board.

(This may be possible of achievement under the provisions of either:

Article V, Section 3(c) (Contractor’s Responsibility) of the Procedural Rules that allows the Chairman to determine all questions of “original” assignment. The Chairman could be requested to make a decision that in British Columbia all “original” or “specific” assignments are made by the Umpire. This has the additional advantage of simplification of his (the Chairman) own procedure, or:

Article VI, Section 2 of the “Plan for Settlement” which allows for agreement between crafts prior to a dispute and if the Employer complies it does not constitute a change of assignment. This could possibly allow the Umpire the needed flexibility.)

It is not anticipated that the local Office of Umpire should be recognized as a Local Board of Adjudication as outlined in Article IX of the plan, nor is it the intention that the Umpire be the equivalent of such a Board.

## **Part IX**

It is understood by both parties that within the construction industry in British Columbia there are unions

(Teamsters, Culinary Workers and Machinists) having no access or obligation to the Impartial Board, or its successor for settlement of jurisdictional disputes, nor do they have bi-lateral trade agreements that are “attested” or registered in the Green Book.

It is understood that the Umpire will give due consideration to local agreements involving these organizations (or their momentary opponents in a given dispute) that do not have recourse to the Impartial Jurisdictional Disputes Board, or its successor, or the international appeal board.

**The following parts of Part IX are suspended while the J.A.P. Appeal Board is in place.**

It is understood that the Umpire in such cases shall provide facilities for these disputants to obtain opportunity for appeal from a decision rendered by the Umpire as follows:

In the event that any union having no access or obligation to the Impartial Board, or its successor for settlement of jurisdictional disputes, and any union disputing a jurisdictional work assignment with such a union shall be privileged within 5 working days of receipt of a decision rendered by the Umpire which is contended to be in error to either:

- (a) request reconsideration by the Umpire of a decision upon submission of additional written evidence and/or to request an oral hearing on such decision by the Umpire or:
- (b) request that the matter of dispute be referred to a Local Appeal Committee (as established by this Memorandum) for final and binding decision.

The procedure as outlined above shall be recognized by the parties to the Jurisdictional Assignment Plan of the British Columbia Construction Industry provided that the original decision of the Umpire has been accepted and put into effect by the affected parties, and further that such decision remains in continuous effect until reconsideration or an oral hearing is held by the Umpire or an appeal hearing is heard by the Local Appeal Committee of the Jurisdictional Assignment Plan of the British Columbia Construction Industry.

The Umpire shall determine the matter of compliance with the decision in question and if it is found to be in accordance with the decision, shall set a date for such reconsideration or oral hearing or appeal hearing. The contending unions shall be notified and given an opportunity to present written evidence or to be heard in the event of an oral hearing or appeal hearing. It is permissible at oral hearings or appeal hearings for the affected parties to present witnesses. Request for postponement of an oral hearing must be received by the Umpire a minimum of forty-eight (48) hours prior to the date scheduled for the hearing. A postponement shall not be made for a period exceeding five working days.

A request to consider an appeal shall be filed in writing with the Umpire. Such request shall include a copy of the decision from which an appeal is requested, a statement of the facts, and a description of the work operation with a statement of the reasons for the appeal.

Any party filing a request to consider an appeal shall file concurrently a copy of such appeal with each of the (other) contractors involved and each of the (other) unions involved.

In considering any appeal the decision of the appeal authority will consider only such evidence as is filed with the Umpire at the time of the original decision of the

Umpire.

The decision of the appeal procedure shall be communicated to all involved parties and its decision shall be complied with immediately.

## **Part X**

It is agreed that the Umpire will give due consideration to existing bi-lateral or multilateral jurisdictional agreements that are unattested and which exist either on a Local or International level, providing always that such agreement cannot be considered as definitive in a dispute where there is another organization involved who is not party to the agreement.

It is further agreed that no jurisdictional agreements will be entered into locally after the ratification of this Memorandum unless such agreements have been made in consultation with the appropriate Trade Associations.

## **Part XI**

The Jurisdictional Assignment Umpire must exist on the highest and most unimpeachable level so as to retain the confidence of all parties. It is anticipated that if the office is maintained on the above level that a fundamental respect will be generated for his decisions. While not all parties will be satisfied with a particular decision there should be a growing recognition that the decision has been reached in accordance with the best standards of judgement.

## **Part XII**

Upon ratification of this Memorandum and the attached Procedural Rules, both major parties will institute a Local Appeal Committee (L.A.C.) of seven (7) persons; three

(3) from Labour and three (3) from Management with a neutral chairman who is mutually acceptable.

This Local Appeal Committee shall be a Standing Committee, the members of which, on both sides, shall be representative of the three main divisions of the Construction Industry – basic, mechanical and mud.

**The operation of the Local Appeal Committee is suspended while the J.A.P. Appeal Board is in place.**

### **Part XIII**

Both the principal parties to this Memorandum will, upon ratification, institute a standing Joint Administrative Committee.

Such Committee shall act as Trustees in accordance with the trust deed. (See note on following page.)

Signed this 28th day of April, 1978.

CONSTRUCTION LABOUR RELATIONS  
ASSOCIATION OF BRITISH COLUMBIA

“Neale Carey”

“C. C. McVeigh”

THE BRITISH COLUMBIA AND YUKON  
TERRITORY BUILDING AND CONSTRUCTION  
TRADES COUNCIL

“J. Kinnaird”

“Roy Gautier”

The plan was revised by the parties at Vancouver, British Columbia on April 17, 1979 and April 1, 1987.

The Joint Administrative Committee ("JAC") has made

two housekeeping changes to the plan.

In 2005, the JAC decided to establish a non-profit society, the Society for the Jurisdictional Assignment Plan of the BC Construction Industry (the "Society").

In 2011, the JAC decided to make the "Memorandum of Understanding Establishing the Jurisdictional Assignment Plan" clearer by calling the different sections of the memorandum "Parts" instead of "Articles". Use of the latter term was very confusing in that the term "Article" is also used to describe different sections of the "Procedural Rules" of the Jurisdictional Assignment Plan.

**Note 1:** The Joint Administrative Committee does not today act as "Trustees in accordance with the trust deed" but as the members and directors of the Society in accordance with the constitution and bylaws of the Society and the "Plan and Fund Administration Agreement". In practice, nothing changed because the constitution and bylaws of the Society and the Plan and Fund Administration Agreement are based on and fully incorporate the trust deed.

**Note 2:** This Memorandum of Agreement and the accompanying Procedural Rules remain as originally written decades ago, except for the few specific amendments subsequently agreed to by the Parties. The Parties may, at their discretion, decide to comprehensively rewrite these agreements but until then, the words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

# **Procedural Rules of the Jurisdictional Assignment Plan**

*This is an Agreement between the Construction Labour Relations Association of British Columbia and the British Columbia and Yukon Building and Construction Trades Council to establish a plan to resolve work assignments in the construction industry in British Columbia.*

## Article I

### **EFFECTIVE DATE**

1. This Agreement shall take effect January 1, 1978, and shall remain in force and continue in effect thereafter unless terminated by either party serving three calendar months' notice to the other party.
2. This Agreement shall be subject to change at any time by mutual consent of the parties hereto. Any changes agreed upon shall be reduced to writing and signed by the parties to this Agreement.

## Article II

### **OBJECTS**

The parties to this Agreement dedicate their efforts to improving the construction industry by providing machinery for the handling of disputes over work assignments without strikes or work stoppages, thus stabilizing employment in the industry and at the same time increasing both its efficiency and capacity to furnish construction services to the public at reasonable cost.

- To provide a qualified and competent service to both Contractors and Unions within the Province of British Columbia to facilitate resolving jurisdictional disputes at the source.
- To provide ways and means to expeditiously process jurisdictional disputes and enable the parties to fulfill their responsibilities as required herein.
- To prevent jurisdictional disputes from arising on projects.
- To eliminate unnecessary delay and expense.

### Article III DEFINITIONS

In this Agreement:

**“Agreement between Unions”** – There are three types of Agreements: Agreements of Record, Attested Agreements and Non-Attested Agreements. These Agreements are not binding on other crafts not signatory to the Agreements and, insofar as the Impartial Jurisdictional Disputes Board is concerned, they do not affect the claims or rights of work jurisdiction of Unions not parties to the Agreement.

**“Agreements of Record”** – are those Agreements between Building Trades Unions which have been recorded with the Impartial Jurisdictional Disputes Board and are binding on the signatory Unions. These are the only Agreements contained in the “Green Book”.

**“Attested Agreements”** – are those Agreements signed by the General Presidents of two International Unions and attested to by the Impartial Jurisdictional Disputes Board. These Agreements have the same standing as an

Agreement of Record.

**“Chairman”** – means Chairman of the Impartial Jurisdictional Disputes Board.

**“Construction and Construction work”** – are to be given their ordinary, generally understood meanings for the purposes of this Assignment Plan. Maintenance, as generally understood, is not considered construction work that falls within the jurisdiction of the Umpire.

If it is not immediately clear, within ordinary meanings, whether work is maintenance work, as opposed to construction work, the Umpire will take guidance from any definitions jointly agreed to by the parties to this Plan. In the absence of such agreed upon definitions, the Umpire may consider definitions established by governments or by recognized institutions such as the National Maintenance Council or the Pacific Region Maintenance Council, or their successors.

**“Decision of Umpire”** – means the decision of work assignment made by the Umpire.

**“Decisions 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, AFL-CIO, (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 Impartial Jurisdictional Disputes Board which apply only to the SPECIFIC JOBS and crafts named in the

job decisions. However, the Impartial Jurisdictional Disputes Board 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.

**“Impartial Jurisdictional Disputes Board”** – means the Impartial Jurisdictional Disputes Board in Washington, D.C., the international appeal board, the international Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (approved June, 1984), or its successor.

**“Intended Work Assignment”** – means the initial step wherein the Contractor declares its intention to assign certain work to a certain trade(s).

**“Joint Administrative Committee”** – means that committee, also known as the “Board of Trustees”, which is to be appointed under the Plan’s memorandum for the purpose of establishing through the trust deed such procedural regulations and administrative practices as may be required for the effective administration of the Plan.

**“J.A.P. Appeal Board”** – means the local appeal board which is established under this Plan, as amended April 1, 1987, for the purpose of hearing appeals of assignments by the Umpire.

**“Jurisdictional Dispute”** – means dispute between Unions and/or Unions and a Contractor over the assignment of work, or a difference between two or more Unions as to which trade or which workers will do certain work.

**“Local Appeal Committee”** – means that committee which is established under this Plan for the purpose of hearing appeals of decisions by the Umpire from unions having no access to the Impartial Jurisdictional Disputes Board, or any union disputing a work assignment with such a union. (The operation of this committee is suspended while the J.A.P. Appeal Board is in place).

**“Non-Attested Agreements”** – are those which have not been filed with the Impartial Jurisdictional Disputes Board nor attested by the Chairman of the Impartial Jurisdictional Disputes Board.

**“Participating Contractor”** – means a Contractor (Employer) having a Collective Agreement with a participating Union, or working under the terms and conditions of such a Collective Agreement.

**“Participating Union”** – means a Building Trades Union having a Collective Agreement with a participating Contractor.

**“Prevailing Practice”** – Prevailing Practice is the practice of that craft which submits valid evidence indicating that its members have performed more of the work, for at least 10 years (or, in the case of unique and infrequent major projects such as hydroelectric projects, pulp mills, smelters etc., for the duration of the more recent and relevant of those projects), in the area where the dispute exists, than have members of other crafts.

The area, for the purpose of determining the Prevailing Practice, shall be defined ordinarily to mean British Columbia.

Evidence of work will not be considered if a craft has

improperly obtained the prevailing practice in the area by undermining the objects, intents and rules of this Plan. In particular, it will not be considered if the prevailing practice is improperly obtained through raiding, undercutting of wages or using vertical agreements.

**“Specific Work Assignment”** – means the assignment of work as determined by the Umpire.

The “intended assignment” of the work shall be considered the specific assignment where the assignment remains unchallenged before the Umpire.

**“Umpire”** – means the Jurisdictional Assignment Umpire of the British Columbia Construction Industry, or such other person(s) who may be appointed from time to time to act and assist in that capacity.

**“Work Stoppage”** – means a cessation of work or refusal to work or a refusal to continue work in combination or in concert or in accordance with a common understanding for the purpose of compelling an Employer to assign work or to change an assignment of work.

#### Article IV **ADMINISTRATION AND UMPIRE**

1. Construction Labour Relations Association of B.C. and the British Columbia and Yukon Building and Construction Trades Council shall establish such procedural regulations and administrative practices through the trust deed as may be required for the effective administration of this Agreement.
2. There shall be appointed an Umpire for British Columbia. The Umpire shall be selected jointly by

Construction Labour Relations Association of B.C. and the British Columbia and Yukon Building and Construction Trades Council. The Umpire shall hold office for an extended period of time subject to review by the parties to this Agreement at two-year intervals.

3. The Umpire shall, upon application by either party to this Agreement or a participating Contractor or its agent or a participating Union or its agent, decide all questions and matters relating to jurisdiction of work assignments affecting the participating trades including but not limited to:
  - (a) A dispute as to the assignment of construction work prior to commencement.
  - (b) A dispute as to construction work in progress.
  - (c) The handling and installation of new construction products.

The Umpire generally declines to deal with applications where the disputed work has been completed. However, the Umpire may exercise discretion to do so where one or more of the parties to the dispute submit that one or more significant issues are at stake, that they are likely to recur and that direction from the Umpire could help prevent future disputes. Where the Umpire does exercise his discretion to deal with completed work, his decision will focus on whether the work was properly assigned but it will not have retroactive effect on the completed work.

The Umpire shall provide full opportunity for all parties affected by work in dispute to be heard and to present evidence before rendering a decision, and shall prepare and supply all complaint and other

forms required to process jurisdictional claims and other matters related to herein.

The Umpire's findings or decisions shall be distributed to all the parties involved in a dispute and to the parties to this Agreement.

## Article V

### **CONTRACTOR'S RESPONSIBILITY**

1. Pending a decision by the Umpire or such settlements as may be arrived at through the office of the Umpire, there shall be no stoppage of work for any reason arising out of any jurisdictional dispute.
2. The Contractor who has the responsibility for the performance and installation shall make an intended assignment of the work. For instance, if Contractor "A" subcontracts certain work to Contractor "B", then Contractor "B" shall have the responsibility for making the intended assignment for the work included in its contract. If Contractor "B" in turn shall subcontract certain work to Contractor "C", then Contractor "C" shall have the responsibility for making the intended assignment for the work included in its contract.

In any event, the responsible Contractor shall upon request, and without delay, make an intended assignment of the work when an element of conflicting interests prevails and upon failing to do so, shall be so directed by the Umpire.

3. The intended 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 its interpretation of such Agreement or Decision of Record. Agreements and Decisions of Record are compiled in the “Green Book” published by the Building and Construction Trades Department, AFL-CIO, (“Agreements and Decisions Rendered Affecting the Building Industry”). Where an agreement between the disputing trades applies that has been filed with the Impartial Jurisdictional Disputes Board and attested by the Chairman, even though not an Agreement of Record, the Contractor shall assign the work in accordance with such agreement. Where a local trade agreement between two unions has been *filed* with the Jurisdictional Umpire, the contractor shall assign the work in accordance with such trade agreement providing such trade agreement does not affect another trade.

Decisions of Record are applicable to all trades. Agreements of Record are applicable only to the parties signatory to such Agreements.

- (b) Where no decision or agreement under (a) applies, the Contractor shall assign the disputed work in accordance with the Prevailing Practice in the Province of British Columbia.
- (c) If a dispute has arisen prior to the specific assignment of work where no decision or agreement under (a) applies, or where there is no predominant practice in the Province, the Contractor shall nonetheless make an intended assignment according to its best judgment after consulting the representatives of the contesting

trades and considering any argument or facts the trades may wish to present regarding the applicable Decisions or Agreements of Record or Prevailing Practice. The Contractor should also consult any local association of Contractors in the locality regarding the established practice.

4. When a Contractor has made an intended assignment of work, it shall continue the intended assignment without alteration unless otherwise directed by the Umpire or by agreement between the Unions involved.
5. Should two or more Unions make claim to specific work and for any reason neglect to refer the matter to the Umpire for resolution, then the Contractor responsible for the work assignment may refer the matter to the Umpire for resolution.
6. Should a Contractor be required to make an assignment for specific work as a result of two or more Unions deciding upon a work assignment, the Contractor may protest such an assignment to the Umpire. The Contractor may appeal the decision under Article X.

## Article VI **UNION'S RESPONSIBILITY**

1. Pending a decision by the Umpire or such settlements as may be arrived at through the office of the Umpire, there shall be no stoppage of work for any reason arising out of any jurisdictional dispute.
2. When a Contractor has made an intended work assignment, all Unions shall remain at work and process any complaint over a jurisdictional dispute in accordance with the procedures herein established by the parties to this Agreement. Any Union which

protests that a Contractor has failed to assign work in accordance with the procedures specified above, shall direct its members to remain at work and process the complaint through its officers.

3. A Union may file with the Umpire a protest against the intended work assignment of a Contractor on a particular project. Such protest of assignment shall indicate the project, the disputing trades, an account of events 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 of a work stoppage engaged in by another Union. The Union before filing a request for a decision shall advise the Contractor and the Union in possession of the disputed work of its claim for the disputed work and seek to settle such dispute prior to filing the case with the Umpire.

When the Union filing a request for a decision is directed to comply with the requirement of notification to the Employer of a jurisdictional dispute, a compliance notice shall be forwarded by electronic means to the Umpire, who shall forward a copy of such notice to the other Union or Unions involved in the dispute prior to consideration and decision of the Umpire.

## Article VII

### **PROCEDURES TO BE USED BY THE UMPIRE**

1. Decisions of Record and Agreements of Record established by or recorded by the Impartial Jurisdictional Disputes Board, established international trade practice, Prevailing Practice as defined, together with a reasonable acceptance of considerations for efficiency and capacity to furnish construction services to the public at reasonable cost, shall be accepted by the Umpire as factors in assigning work, (see also Article VII, 2(e) of the Procedural Rules and Article VII of the Memorandum of Understanding).
  
2. Decisions on Assignment of Work – When the Umpire has received a protest of work assignment from a Union or a request for a decision from a Contractor, the procedure to make a decision shall be as outlined below:
  - (a) Any request for a decision shall contain the following information:
    - Name and address of the Contractors
    - Name and location of the project
    - Disputing trades
    - The assignment of work made by the Contractor, and
    - A full and detailed description of the disputed work.
    - When the request is made by a Union, it shall also state the basis of its claim for the work.
  
  - (b) Notice of a request for a decision must be made on the prescribed application form and submitted by electronic means. It shall be sent by electronic means to the Umpire, with a

courtesy copy to the other Union (or Unions) and to the Contractor (or Contractors) directly involved in the dispute.

When a Union requests a decision and its members remain off the job or hold up disputed work, processing for such decisions shall not start until the Union has returned its members to work. Upon notification to the Umpire that the members have returned to work, the usual twenty-four (24) hours' request for position and information will apply.

- (c) Where two Unions have established procedures for the adjustment of jurisdictional disputes without resorting to the procedures set out herein, they shall be allowed a reasonable length of time as determined by the Umpire in which to effect a settlement. If the Unions are unable to reach agreement, they shall jointly render a statement of facts of the dispute to the Umpire for a decision. This subsection shall only apply providing there is no stoppage of work while utilizing this procedure.
- (d) When the Umpire has decided to process a dispute on a basis other than, or in addition to consideration of Decisions of Record or Agreements of Record, the Umpire will generally hold a hearing within a week of receiving a request for the decision. At the request of the parties, or at the Umpire's discretion but with the agreement of the parties, the Umpire may deal with the matter by written submission only.

- (e) The parties involved shall be notified of the hearing or written submission deadline at least three (3) working days in advance. Notice shall be by electronic means but the Umpire's office will take steps to confirm that electronic notices have been received by the parties.

Such notice must also include a clear definition of the dispute on which evidence is to be secured, and the locality from which evidence will be received which shall be the same for both trades and shall be the Province of British Columbia. The Umpire will consider only evidence which identifies projects within this locality and indicates the Contractor on the project. It is desirable wherever possible for the evidence to show the year the work was performed and the amount of work involved.

- (f) If the Umpire finds that the dispute is not covered by an appropriate or applicable decision or agreement of record, a job decision shall be rendered which considers the established international trade practice or the prevailing practice in the locality, and such job decision shall be effective on the particular job only on which the dispute occurred.
- (g) The affected Unions and Contractors shall promptly comply with each decision of the Umpire.
- (h) In the event any contending Union feels that a decision rendered by the Umpire has been in error, it shall be privileged, within five (5) working days of receipt of the decision, to request reconsideration of the decision by the

Umpire provided that the decision has been accepted and put into effect by the affected parties, and further that such decision remains in continuous effect until reconsidered by the Umpire.

The Umpire will generally hold a hearing within a week of receiving a request for the decision. At the request of the parties, or at the Umpire's discretion but with the agreement of the parties, the Umpire may deal with the matter by written submission only.

The parties involved shall be notified of the hearing or written submission deadline at least three (3) working days in advance. Notice shall be by electronic means but the Umpire's office will take steps to confirm that electronic notices have been received by the parties.

The contending Unions shall be notified and given an opportunity to present written evidence or be heard in the event of an oral hearing. It is permissible at oral hearings for the affected parties to present witnesses. Requests for postponement of an oral hearing must be received by the Umpire a minimum of forty-eight (48) hours prior to the date scheduled for the hearing.

- (i) It is incumbent on Contractors and Unions to ensure that the Umpire is provided with the most accurate, detailed and current evidence regarding the disputed work and to ensure that submissions are made or prepared without legal representation or assistance and in a credible, professional and timely manner.

If, during the course of consideration of a dis-

pute, the Umpire should decide that there is a substantial and material question of fact which cannot be resolved on the basis of the available evidence, the Umpire shall temporarily suspend the deliberations and make such investigation as deemed necessary to ascertain all facts and evidence bearing on the dispute.

- (j) If, during the course of consideration of a dispute, any party to the dispute or the Umpire should decide that there is a substantial and material question of technological change attendant to a dispute which cannot be resolved on the basis of available evidence, the Umpire shall temporarily suspend the deliberations and make such investigation as deemed necessary to ascertain all facts and evidence bearing on the dispute and shall in any event make a job decision prior to the scheduled commencement of work.
- (k) In addition to all other requirements in these Rules and Regulations with respect to the form of a decision rendered by the Umpire, it is also required that any such decision shall include a brief statement of the description of the work in dispute and the conclusions of the Umpire with respect to the principal material issues which are involved in the dispute. The Umpire's written decision shall be as brief and concise as possible.
- (l) In order to ensure timely action to prevent or resolve disputes, all communication to and from the Plan and the Umpire, and all communication between the parties, as required throughout these procedural rules, will be by electronic means which includes

facsimile transmission or electronic mail. It is incumbent on the Umpire's office to take steps to ensure that all notices and decisions sent to the parties by the office have in fact been received.

## Article VIII **IMPLEMENTATION OF DECISIONS**

Decisions as to jurisdictional claims and decisions determining whether or not such decisions have been violated as rendered by the Umpire shall be binding, final and conclusive on all of the parties agreeing to the operation of this Jurisdictional Assignment Plan of the British Columbia Construction Industry, except as otherwise provided in Articles IX and X.

To further implement the decision of the Umpire, any party and any of the members or affiliates and any Employer may at any time file a complaint in writing with the Umpire alleging a violation of a decision previously made. The Umpire will generally hold a hearing within a week of receiving a request for the decision. At the request of the parties, or at the Umpire's discretion but with the agreement of the parties, the Umpire may deal with the matter by written submission only.

The parties involved shall be notified of the hearing or written submission deadline at least three (3) working days in advance. Notice shall be by electronic means but the Umpire's office will take steps to confirm that electronic notices have been received by the parties. The Umpire shall render a written decision in the matter and shall state whether or not there has been a violation of his prior decision. Copies of the decision shall be mailed electronically to all parties thereto.

Should the Umpire determine that there has been a violation of the decision, immediate compliance by the offending party or parties shall be ordered.

The Umpire may also take one or more of the following actions to enforce compliance with the decision, including a directive to make a specific assignment of work:

- (a) levy a fine of up to \$500 per day may be levied for each violation against the offenders; i.e. Employer and/or Union, represented by the parties hereto. The offenders shall pay to the Plan within fifteen (15) days any sum or sums so levied. Should a member of either party to this Agreement fail to pay the amount levied within fifteen (15) days, that party shall be reported to the signatory Parties to this Plan and be deprived of all benefits of the Umpire until such time as the matter is adjusted to the satisfaction of the Umpire.
- (b) advise the successful party to seek compliance or remedy through its collective agreement or the Labour Relations Board, or he may file an application in any Court or other competent jurisdiction to have the decision confirmed and for entry of a judgment in conformity therewith.
- (c) take any further or additional action he deems necessary to secure compliance with the decision.

#### Article IX

#### **J.A.P. APPEAL BOARD**

1. Notwithstanding anything else contained in this agreement, the parties hereto, through the administrative structure, shall establish and appoint a "J.A.P. Appeal Board" effective April 1, 1987 for an 18 month trial period after which it will be reviewed.

The J.A.P. Appeal Board shall be composed of six members and two chairs. The Construction Labour Relations Association of B.C. and the British Columbia and Yukon Territory Building and Construction Trades Council will each appoint three of the members and one of the chairs.

An actual appeal shall be heard by a panel of two (2) members and one (1) chair, all of whom shall be “disinterested” in the particular dispute.

Panel members while serving as such shall be recompensed by a “per diem” as decided by the Joint Administrative Committee of the Plan.

2. The J.A.P. Appeal Board shall hear appeals of the Umpire’s decisions and shall be governed by the following:
  - (a) The J.A.P. Appeal Board will not consider a disputed assignment that has not first been submitted to the Umpire for reconsideration.
  - (b) The J.A.P. Appeal Board will not proceed with an appeal if there is a failure by the appellant union to comply with the Umpire’s ruling.
  - (c) Upon receipt of a valid application a panel of the J.A.P. Appeal Board shall consider the request, especially the reasons for it, and it will set a date, time and place for a hearing if it concludes that the request appears to warrant further consideration. The J.A.P. Appeal Board will dismiss those requests which it finds to have no merit.

A panel of the Board will be selected by a chair of the J.A.P. Appeal Board.

- (d) Presentations shall be limited to argument on the merits of the appeal.
  - (e) The decision of the J.A.P. Appeal Board shall indicate the finding of the majority only. The conclusion of individual members of the J.A.P. Appeal Board shall not be reported.
  - (f) A filing fee, as decided by the Joint Administrative Committee of the Plan, shall accompany each appeal submitted to the J.A.P. Appeal Board.
3. The J.A.P. Appeal Board shall establish such other rules and procedures that are required, providing that same are reviewed and approved by the Joint Administrative Committee and are in conformity with the general meaning and intent of this Plan.
4. The Joint Administrative Committee shall ensure that all constituents of the Plan are provided with, or have access to, the written rules and procedures of the J.A.P. Appeal Board. The current rules are attached as Schedule 1.

## Article X **RECOURSE**

Any party or person bound by a decision of the Umpire may apply for a jurisdictional award to the Impartial Jurisdictional Disputes Board, or its successor, created by the Building and Construction Trades Department, AFL-CIO, and such person or party shall be bound by all of the Procedural Rules and Regulations of the said Impartial Jurisdictional Disputes Board, or its successor, so far as may be applicable, and shall be bound by any decision of the said Impartial Jurisdictional Disputes Board, or its successor, (including any decision of the international appeal board provided therein) as if such decision were a

decision of the Jurisdictional Assignment Umpire of the British Columbia Construction Industry.

Signed this 28th day of April, 1978.

**CONSTRUCTION LABOUR RELATIONS  
ASSOCIATION OF BRITISH COLUMBIA**

“Neale Carey”

“C. C. McVeigh”

**THE BRITISH COLUMBIA AND YUKON  
TERRITORY BUILDING AND CONSTRUCTION  
TRADES COUNCIL**

“J. Kinnaird”

“Roy Gautier”

REVISED by the parties at Vancouver, British Columbia, on April 17, 1979 and on April 1, 1987.

Further Revised by the parties at Vancouver, British Columbia on September 30, 2016.

**FOR THE CONSTRUCTION LABOUR  
RELATIONS ASSOCIATION OF BRITISH  
COLUMBIA**

“Clyde Scollan”

“Ron Skuggedal”

**THE BRITISH COLUMBIA AND YUKON  
TERRITORY BUILDING AND CONSTRUCTION  
TRADES COUNCIL**

“Jim Paquette”

“Lee Loftus”

Further Revised by the parties at Vancouver,  
British Columbia on March 1, 2020.

**FOR THE CONSTRUCTION LABOUR  
RELATIONS ASSOCIATION OF BRITISH  
COLUMBIA**

“Ken McCormack”

“Ken Backman”

**THE BRITISH COLUMBIA AND YUKON  
TERRITORY BUILDING AND CONSTRUCTION  
TRADES COUNCIL**

“Jim Paquette”

“Andrew Mercier”

**SCHEDULE 1**  
**SCHEDULE OF ADDITIONAL RULES**  
**GOVERNING APPEALS TO THE**  
**J.A.P. APPEAL BOARD\***

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1. Unions may file an application for an appeal hearing on a disputed assignment within five (5) full working days of the date on which they receive the Umpire's reconsidered assignment.
2. Applications shall be sent to the J.A.P. Appeal Board in care of the office of the Umpire.
3. Applications shall be in writing and they must include a description of the work in dispute, a copy of the decision(s) being appealed and a statement of the reasons for the appeal. All supporting documents (i.e. copies of agreements, decisions, letters, etc.) are to be sent to the J.A.P. Appeal Board along with the application.

New evidence will not be considered as grounds for an appeal. The J.A.P. Appeal Board will consider only that evidence which was submitted to the Umpire.

4. A cheque in the amount of the filing fee (as currently established by the Joint Administrative Committee\*\*) shall be made out to the Jurisdictional

Assignment Plan and sent to the J.A.P. Appeal Board along with each application.

5. Concurrent with filing an appeal with the J.A.P. Appeal Board, the appellant union shall promptly notify all other parties involved in the dispute of its application by sending them each a copy of the application (including the description of the disputed work and the reasons for the appeal) at the same time the application is sent to the J.A.P. Appeal Board.
6. Upon receipt of an application the Umpire will refer the matter to one of the two chairs as appropriate.
7. If a panel of the J.A.P. Appeal Board finds that an application is in order and that the appeal warrants a hearing it shall set the date, time and place for such hearing and it shall notify all involved parties accordingly.
8. A panel when trying to determine whether a request warrants a hearing may make such inquiries as it considers necessary.
9. A failure of any party or parties to attend a hearing without good cause, as determined by the panel, shall not delay the hearing of argument or the issuance of a decision.
10. Decisions of the J.A.P. Appeal Board will be in

writing and a copy of the ruling will be sent to all involved parties.

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- \* These rules are in addition to those contained in Article IX, 2 of the Procedural Rules of the Jurisdictional Assignment Plan and they are established as provided by Article IX, 3 of the Plan's Procedural Rules.
- \*\* Currently \$200.