

**INEEL  
SITE CONSTRUCTIONAL  
JURISDICTIONAL PROCEDURAL  
AGREEMENT**

SITE CONSTRUCTION JURISDICTIONAL  
PROCEDURAL AGREEMENT

NOVEMBER 15, 1978

Amended June 23, 1980  
Amended December 17, 1981  
Amended November 4, 1982  
Amended August 4, 1983

Department of Energy  
Idaho Falls, Idaho

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Site Construction Jurisdictional  
Procedural Agreement  
For All Construction Work  
At  
Idaho National Engineering and Environmental Laboratory Project  
of the  
Department of Energy

THIS AGREEMENT, made and entered into this 15<sup>th</sup> day of November, 1978, by and between the Contractors and Subcontractors who shall become signatory to this AGREEMENT, hereinafter, referred to as EMPLOYERS, performing construction work at the Idaho National Engineering and Environmental Laboratory Project of the IDAHO OFFICE of the DEPARTMENT OF ENERGY, hereinafter referred to as the SITE, and the Local Unions listed below, hereinafter collectively called UNIONS.

It is understood that the terms, conditions and procedures of this AGREEMENT shall be in force and applicable only during those periods of time that a Contractor or Subcontractor is performing work under a SITE contract or subcontract.

WITNESSETH WHEREAS the COORDINATOR is responsible for the administration and application of the Jurisdictional Procedural Agreement and for assisting with the Equal Employment Program at the SITE, for all construction employers, and attempt to mediate or otherwise provide pertinent information on all jurisdictional matters; and

WHEREAS, it is the desire of the parties hereto to provide, establish and put into practice effective methods for the settlement of jurisdictional misunderstandings or jurisdictional disputes which may arise under this agreement on the SITE without strike, lockout, work stoppage, or slowdown, to the end that all parties shall be assured on continuity of operation and continuity of employment and in order that harmonious relations will be maintained;

Since it is the desire of the parties to continue this Procedural Agreement through its effective period without disruption or delay, the following action shall be taken in the event the COORDINATOR is unable to carry out the assigned and agreed to duties as set forth in this Agreement, due to sickness, accident, death, or voluntary termination. Within forty-eight (48) hours of notification that the COORDINATOR cannot fulfill his assigned duties, any member of the Executive Committee of the Standing Board of Adjustment shall have the authority to call for a meeting of the Executive Committee. Notification shall be made in writing to all members of the Executive Committee.

The Executive Committee shall meet and upon agreement that the COORDINATOR cannot fulfill his assigned duties, or is unacceptable to the Committee, the Committee will institute a search for an acceptable replacement for the COORDINATOR. Further, during the interim period while there is no COORDINATOR, the Executive Committee shall assume all the COORDINATOR'S duties and responsibilities pertaining to this Agreement.

In the event of involuntary termination of the COORDINATOR, any member of the Executive Committee may, and in his discretion, request a meeting of the Executive Committee. In the event the Executive Committee cannot, by simple majority, agree with the involuntary termination, this Agreement, shall become null and void.

In the event of voluntary termination of the COORDINATOR, the Executive Committee shall elect a new qualified COORDINATOR. In the event the Executive Committee cannot, by simple majority, agree with the selection, this Agreement shall become null and void.

NOW, THEREFORE, in consideration of the premises, it is agreed:

## ARTICLE I THE SITE

For the purposes of this AGREEMENT, the SITE shall mean and include any and all contracts and subcontracts for the performance of construction work at the Idaho National Engineering and Environmental Laboratory of the Idaho Office of the Department of Energy in Bonneville, Butte, Bingham, Clark, Cassia and Jefferson Counties, Idaho.

The SITE is recognized by the parties as a project of major national importance and urgent priority and for its prompt and efficient construction a large number of skilled craftsmen and workmen are required. It is also recognized that the extreme advances of design, materials and construction methods which will be required to complete the structure will create new situations and jurisdictional problems for which there must be ready and sound methods of determination and settlement between the parties without any stoppage or delay in the work. It is the purpose to maintain competent and capable workmen for the performance of the work undertaken by the EMPLOYERS and to maintain a continuity of employment for the workmen so secured, to establish and maintain harmonious labor-management relations throughout the duration of construction and to avoid strikes, lockouts or delays in the prosecution of the work.

## ARTICLE II SIGNATORY CONTRACTORS' REQUIREMENTS

Any EMPLOYER or his subcontractor at any tier who is performing construction work for the Idaho Operations Office of the Department of Energy at the Idaho National Engineering and Environmental Laboratory, shall become signatory to this AGREEMENT for all work covered in such contracts or subcontracts. Provision will be made for any such EMPLOYER or Subcontractor at any tier to sign and fully comply with this AGREEMENT for all work covered

by its contract or subcontracts performed at the site of construction provided that this Jurisdictional Procedural Agreement shall apply to this SITE only.

Signatory contractors will bear the procedural responsibilities of this agreement of their of their subtier contractors who do not become signatory to this agreement.

If any EMPLOYER or his subcontractor at any tier who is signatory to this AGREEMENT subcontracts the performance of any work, written provision shall be made within the subcontract for compliance by the Subcontractor with all of the terms and provisions of this AGREEMENT. In conformity with such obligation, any EMPLOYER or Subcontractor shall indicate his acceptance of the terms and conditions of this AGREEMENT as governing work on this SITE by signing the Employers Signature Sheet provided for this purpose and delivering a copy thereof to the COORDINATOR prior to his commencement of any work at the SITE. Copies of signature sheets will be furnished upon request.

### ARTICLE III WORK ASSIGNMENTS AND JURISDICTION

Section 1. Assignment of work by the EMPLOYER shall be in accordance with the criteria and the Procedural Rules of the Impartial Board for the Settlement of Jurisdictional Disputes in the Building and Construction Industry.<sup>1</sup> Any jurisdictional disputes between unions where all unions with conflicting claims to the work are parties to the procedure established by the Impartial Board for the Settlement of Jurisdictional Disputes in the Construction Industry, arising on the work, shall be resolved in the manner and by the procedures established by the Impartial Board for the Settlement of Jurisdictional Disputes in the Building and Construction Industry, or any successor agency. For purposes of such a dispute, the EMPLOYER hereunder, for work at this site shall be party to, and bound by, the aforementioned Impartial Board.

Section 2. In the case of a jurisdictional dispute with the Teamsters Union, such dispute will be referred to the National Director of Construction of the Teamsters Union, the EMPLOYER, COORDINATOR and the General President of the disputing union. In the event a final decision is not made by the parties in this section, the matter may upon request be referred to the grievance procedure referred to in Section 1. of this article.

Section 3. Where competing jurisdictional claims are made known to the COORDINATOR or EMPLOYER, the EMPLOYER with the COORDINATOR present will engage in pre-assignment and/or jurisdictional markup conference with representatives of the UNIONS involved to reach agreement on all such work assignments and/or make a clear assignment thereof by the EMPLOYER. Any disputes shall be resolved under Section 1 or 2 above.

Where there is a specific item of work as to which the EMPLOYER or COORDINATOR has been advised of competing jurisdictional claims, the UNIONS involved, the EMPLOYER and the COORDINATOR will be notified a minimum of twenty-four (24) hours prior to the proposed assignment of the work in dispute. The EMPLOYER has the obligation of presenting

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<sup>1</sup> Appendix A

to the UNIONS and COORDINATOR all the pertinent data, drawings, specifications or descriptions that are available at the time of such notice. If the parties are unable to reach agreement, the EMPLOYER shall make a clear assignment. Any disputes shall be resolved under Section 1 or 2 above.

Section 4. All jurisdictional disputes shall be handled exclusively in the manner specified in this Article and may not be referred to the Grievance and Arbitration Procedure provided in the respective local agreements. Either party may refer to the Grievance Procedure of this AGREEMENT any grievance which alleges that the other party is not complying with a valid decision issued in accordance with Section 1 or 2 of this Article.

Section 5. There shall be no work stoppage, lockouts, slowdowns, picketing, strikes or any other form of economic action arising out of or during the processing of any jurisdictional dispute.

Section 6. The UNION, EMPLOYER or COORDINATOR may refer to the Grievance Procedure of this AGREEMENT any grievance which alleges that any party to this AGREEMENT is not complying with the provisions set forth in ARTICLE III, Sections 1 through 5.

#### ARTICLE PRE-JOB CONFERENCE

One of the purposes of a Pre-Job Conference will be to establish the scope of the work in the individual Employer's contract. Where the size and scope of a contract or subcontract of this SITE that has been let to an Employer covered hereby warrants, a Pre-Job Conference shall be required upon request of the UNION, EMPLOYER or COORDINATOR. The Conference will include presentation of information, if possible, regarding the EMPLOYER's approximate dollar amount of the job estimate, duration of the job, estimated peak employment and any other conditions deemed peculiar to the particular contract or subcontract, including a general description of the nature of the work to be performed and drawings and specifications, if available.

#### ARTICLE V GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute regarding the interpretation of jurisdiction and application of the provisions of this Site Jurisdictional Procedural Agreement filed by a UNION or EMPLOYER covered by this AGREEMENT. Disputes specifically related to the application and interpretation of the respective local or International Union Agreements shall be processed under the respective Agreement. All jurisdictional disputes between competing crafts employed on this SITE shall be processed in accordance with Sections 1, 3 and 3 of Article III.

Section 2. The COORDINATOR and the Idaho Building and Construction Trades Council (hereinafter referred to as COUNCIL) shall attempt to achieve compliance with this AGREEMENT by both UNIONS and EMPLOYERS who are parties hereto. In this regard, the

COORDINATOR and the COUNCIL will take steps to assure the effective functioning of the grievance procedure.

Section 3. Grievances relating to the acts or failure to act of any particular Party shall be filed against that Party. There shall be no actual or threatened work stoppage, work interruption, slowdown, featherbedding, sitdown, strike, picketing, handbilling, or public notices of any kind during the entire term of the grievance proceedings.

Section 4. Any EMPLOYER or UNION whose act or failure to act gave rise to any monetary damage or penalty shall be solely responsible therefor, and not the COORDINATOR, COUNCIL or OWNER.

Section 5. Other UNIONS or EMPLOYERS may also be joined as parties to any grievances when that UNION or EMPLOYER is directly affected by the outcome of the grievance, or participated in the events giving rise to the grievance, and shall be bound by any decision.

Section 6. All grievances shall be handled in the following manner:

- (a) Step 1. A grievance may be filed no later than five (5) working days after the act alleged to constitute a grievance is first discovered. The grievance must be presented by the UNION or EMPLOYER to the proper Employer or Union representative involved, as the case may be. If the grievance is not resolved within five (5) working days, the grievance shall be reduced to writing, citing the Article and paragraph of this AGREEMENT which has been allegedly violated. Such written notice shall identify and describe the grievance. It shall contain the name of the Grievant (the UNION or the EMPLOYER), a description of the act, failure to act or incident alleged to constitute the breach; and a statement of the relief or remedy sought. The Grievance Procedure Form, attached hereto, shall be used to initiate all jurisdictional grievances on this SITE.
- (b) Step 2. If the grievance is not settled at Step 1, the written grievance may, no later than five (5) working days after the time limitation set forth above for Step 1, be referred by the grievant UNION or EMPLOYER involved to the COORDINATOR, for discussion and resolution by the COORDINATOR, if possible. This Shall be referred to as Step 2 of the Grievance Procedure.
- (c) Step 3. If the grievance is not settled at Step 2, the grieving party shall request a Grievance Board of Adjustment review within five (5) working days by delivering a written notice to the Respondent Party, COORDINATOR, and COUNCIL and/or International Union, if the Local Union involved is not a member of said COUNCIL. Within five (5) working days of such notice, a Grievance Board of Adjustment meeting shall be held and a vote taken with respect to the disposition of the grievance. The Grievance Board shall consist of a total of five (5) duly appointed representatives of the following: (1) One representative of a signatory local UNION appointed by the COUNCIL (such representative shall not be a party to the specific dispute); (2) One COUNCIL representative; (3) Two EMPLOYER representatives signatory to this AGREEMENT appointed by the COORDINATOR (such EMPLOYERS shall not be a

party to this dispute); and (4) the COORDINATOR. The grievance may be settled by three (3) votes favoring the determined outcome. Otherwise, the grievance shall be deemed not settled.

- (d) Step 4. When a flagrant violation is alleged to have taken place or has been threatened (such as work stoppage or lockout), an accelerated grievance may be requested by the UNION, EMPLOYER or COORDINATOR. A written notice must be given to the COORDINATOR and the COUNCIL with copies to the local UNION or EMPLOYER involved. Upon such notice, and within two (2) working days, a Grievance Board shall be chosen as provided in Step 3 above. The Grievance Board chosen must be available to hear the dispute within two (2) working days after the written notice has been received by the COORDINATOR and the COUNCIL. Unless time is waived in writing by all parties to the dispute, the grievance proceedings shall commence within the two (2) working day period described above and a decision rendered by the Grievance Board within one (1) working day after completion of the grievance hearing proceedings. Under the above circumstances, no voting member of the Grievance Board shall abstain from voting.
- (e) Step 5. In the event the Impartial Board for the Settlement of Jurisdictional Disputes in the Building and Construction Industry is for any reason inoperative or not deciding jurisdictional disputes, this Agreement hereby assumes that responsibility and will make jurisdictional awards based on Board rules and using the method embodied in this section of the INEEL Site Construction Jurisdictional Procedural Agreement.
- (i) In the event a contractor makes an assignment to a craft which one or more crafts disagree with, the challenging union or unions will have two (2) days after the assignment is first discovered to meet with all parties, including the challenged contractor and union, to attempt to resolve the issue.
  - (ii) In the event the problem cannot be resolved as outlined above in Paragraph (i), the contesting union or unions will have ten (10) calendar days to contact and meet with the interested International Representatives and contractors in an effort to resolve the dispute.
  - (iii) In the event the dispute is not resolved in accordance with Paragraphs (i) or (ii) above, there shall be established a list (which shall be odd in number when practical) of local persons qualified to served as neutral parties to hear and resolve the dispute. The list of arbitrators will be the responsibility of the Executive Committee of the Standing Board of Adjustment to establish and maintain.
  - (iv) The Arbitrator shall be chosen from the list described above in Paragraph (iii). The parties shall agree on an arbitrator by alternately striking names (the moving party striking first) until only one (1) name remains. The parties must select an arbitrator within five (5) working days after the panel has been submitted to them. If the parties are unable or unwilling to select an arbitrator, then the Executive Committee will make the selection.
  - (v) The Arbitrator must be willing to: (1) hear the case within 24 hours notification of a hearing; (2) make a decision within 24 hours after the hearing; and (3) accept a fee of not more than \$100 for each case. The fee will be paid in the following manner: Any local Union who processes a claim of misassignment and is not

successful through arbitration will pay the cost of the arbitration. If said Local is successful and the work is awarded to said Local by the Arbitrator, then the cost of arbitration will be borne jointly by the Local to who the work was originally assigned and the contractor who made the assignment.

- (vi) The decision of the Arbitrator shall be final and binding on all parties to this Agreement. The parties to any stage of the grievance procedure, or the Arbitrator, shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement. The Arbitrator shall be limited to the grievance as stated on the Grievance Procedure Form specified in Article V, Section 6. The Arbitrator shall not have the authority to make a retroactive decision or assess penalties.
- (f) Step 6. The EMPLOYER, UNIONS and COORDINATOR, as parties signatory to this AGREEMENT, agree to utilize the Grievance Procedure set forth in this AGREEMENT for all disputes regarding the interpretation, application and alleged violations of this Procedural Agreement before taking any legal action to remedy violations covered by this AGREEMENT.

The cost of collection of awards made by the Grievance Board of Adjustment shall be allowable and borne by the party assigned to pay the award. These costs shall include all court costs and reasonable attorney's fees.

Section 7. Decisions of the Grievance Board of Adjustment shall be submitted in writing and shall be final and binding on all Parties.

Section 8. The Parties to any stage of the grievance procedure, or the Grievance Board of Adjustment shall not have the authority to modify, amend, alter, add to or subtract from any provision of this AGREEMENT. The Grievance Board of Adjustment shall be limited to the grievance as stated on the Grievance Procedure Form specified in Article V, Section 6.

Section 9. A grievance shall be considered null and void if not filed and processed by the Grievant in accordance with the time limitations set forth above unless the Parties involved agree in writing to extend said time limitations. The Grievance Board of Adjustment shall not have the authority to excuse a failure by the Grievant to comply with the time limitations set forth above regardless of the reason given for such failure.

## ARTICLE VI STANDING BOARD OF ADJUSTMENT

The Parties to this AGREEMENT hereby recognize the necessity of cooperation and the elimination of disputes, misunderstandings or unfair practices on the part of any party, and to secure this end it is hereby agreed that a Standing Board of Adjustment shall be established to be composed of the COORDINATOR and representatives of signatory EMPLOYERS at the SITE, and UNIONS party to this AGREEMENT who shall meet not less than once a month. The UNIONS and EMPLOYERS shall at such meetings present facts concerning any alleged

violation of any part of the agreement. They shall also bring up any practice which in their opinion might lead to a misunderstanding or dispute between the Parties.

The Standing Board of Adjustment shall not be used for the purpose of arriving at any agreement to supercede, alter, modify, amend, add to or subtract from this AGREEMENT.

#### EXECUTIVE COMMITTEE

The Parties to this AGREEMENT hereby establish an Executive Committee of the Standing Board of Adjustment consisting of the COORDINATOR, who shall be the non-voting Chairman; five (5) signatory voting EMPLOYER representatives selected by the signatory EMPLOYERS and five (5) voting UNION representatives selected by the UNIONS signatory to this AGREEMENT. A quorum will consist of four (4) members of the UNIONS and four (4) members of the EMPLOYERS, each party having equal votes. Meetings of the Executive Committee shall be called by the Chairman of the Committee from time to time as deemed necessary.

The Executive Committee, along with its duties to interpret, supercede, alter, modify, amend, add to or subtract from this AGREEMENT, shall also be charged with the responsibility of taking actions necessary to monitor the COORDINATOR's actions, select or reject COORDINATOR candidates and act to establish an interim COORDINATOR in the event that the COORDINATOR is unable or refuses to act in his assigned duties. A majority vote of the Committee would constitute the decision of the Committee in these actions.

#### ARTICLE VII TERM OF AGREEMENT

This AGREEMENT shall be effective as of the 15<sup>th</sup> day of November, 1978, and shall remain in effect until the 15<sup>th</sup> day of May, 1980, and shall continue from year to year thereafter unless the CONTRACTORS or the UNIONS give written notice to the other of a desire to change, amend, modify or terminate this AGREEMENT. Such written notice must be given not less than sixty (60) days nor more than ninety (90) days prior to May 15, 1980, or January 1 of any succeeding year.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT this 15<sup>th</sup> day of November, 1978.

**INEEL GRIEVANCE PROCEDURE FORM**

**AGGRIEVED PARTY:** \_\_\_\_\_

**RESPONDENT PARTY:** \_\_\_\_\_

**VIOLATION OF:**  **INEEL SITE STABILIZATION AGREEMENT**  
(CHECK ONE)

**INEEL SITE CONSTRUCTION JURISDICTIONAL  
PROCEDURAL AGREEMENT**

**ARTICLE(S):** \_\_\_\_\_ **PARAGRAPH(S):** \_\_\_\_\_

**VIOLATION DISCOVERED:** \_\_\_\_\_  
(DATE) (TIME)

**DISCUSSION:** \_\_\_\_\_  
(DATE) (TIME)

**ITEMS DISCUSSED AND RESULTS:**

**REASON FOR GRIEVANCE:**

**ADJUSTMENT REQUESTED:**

**DATE SUBMITTED:** \_\_\_\_\_ **AGGRIEVED PARTY SIGNATURE:** \_\_\_\_\_

**DISTRIBUTION (2 COPIES EACH) TO: COORDINATOR AND RESPONDENT**

## **EMPLOYERS**

/s/ P.M. Cameron  
Jones/Boecon

/s/ Sergi Kaminski  
Morrison-Knudsen

/s/ R.W. Mandler  
Catalytic, Inc.

/s/ Tony R. Arellano  
A&A Company, Inc.

/s/ Russel A. Stoddard  
American Fence Co.

/s/ John Arrington  
Arrington Construction Co.

/s/ H.J. Hansen  
Associated Acoustics

/s/ Con Mahoney  
Atlas Mechanical

/s/ Alton Ball  
Ball Fence Co.

/s/ Lee Stone  
Bannock Heating & Air Conditioning

/s/ Michael Reese  
Bannock Paving

/s/ Ronald D. Horner  
Bengal Electric, Inc.

/s/ Homer Biggers  
Biggers Construction

/s/ Gene Taylor  
Bingham Mechanical

## **UNIONS**

**Asbestos Workers**  
/s/ Dominic Barber  
Local 69 Representative

**Boilermakers**  
/s/ Thomas Ingram  
Local 182 Representative

**Bricklayers & Allied Crafts**  
/s/ Ron Day  
Local 7 Representative

**Carpenters & Millwrights**  
/s/ Cleston F. Taylor  
Local 609 Representative

**Cement Masons**  
/s/ Dewey B. Myler  
Local 629 Representative

**I.B.E.W.**  
/s/ Jon F. Walters  
Local 449 Representative

**Ironworkers**  
/s/ L.R. Jensen  
Local 732 Representative

/s/ O.C. Yancy, Jr.  
International Representative

**Laborers**  
/s/ Mel Dyer  
Local 1227 Representative

## EMPLOYERS

/s/ Wayne E. Thomas  
Boecon Corporation

/s/ Stephen Burggraf  
Robert V. Burggraf Co.

/s/ Larry E. Chapple  
C&H Construction

/s/ Dale Nyman  
C.L. Electric

/s/ Ray Cherry  
Cherry Glass & Aluminum Co.

/s/ Norberto Cantu  
Chicano Enterprises

/s/ Vern Clark  
Clark Bros.

/s/ Larry C. Shuldberg  
D&L Carpet

/s/ Ronald W. Garner  
Dynamics, Inc.

/s/ Sonia Sprabeary  
E&E Painting, Inc.

/s/ Carl A. Benson  
Eagle Rock Construction, Inc.

/s/ Dal Dyer/Bengt Larsson  
East Texas Silo & Const. Co./  
Inca Corp., A Joint Venture

/s/Gary Fleischmann  
Electri-Con

/s/R.L. Knudson  
Electric Sales

## UNIONS

### **Operating Engineers**

/s/ D.V. Maynard  
Local 370 Representative

### **Painters & Allied Trades**

/s/ R. Charboneau  
Local 764 Representative

### **Roofers**

/s/ Bret Purkett  
Local 200 Representative

### **Sheetmetal Workers**

/s/ Orrin Myler  
Local 60 Representative

### **Teamsters**

/s/ Alton E. Hill  
Local 983 Representative

### **Rocky Mountain Dist. Council of Carpenters**

/s/ Ralph Farley  
Executive Secretary

### **International Union of Elevator Constructors**

/s/ Allen B. Cowles  
Local 38 Representative

### **Laborers**

/s/ Harold "Chuck" Charlton  
Local 267 Representative

### **Road Sprinkler Fitters**

/s/ Roy W. Pantall  
Local 699 Representative

### **Teamsters**

/s/ Spec Reynolds  
Local 483 Representative

### **Plumbers and Pipefitters**

/s/ Ronald L. Edgley  
Local 648 Representative

## EMPLOYERS

/s/ Dean F. Redford  
Fairway Electrical, Inc.

/s/ Richard L. Gillett  
Fire Engineering Co.

/s/ Donald Angstadt  
G&H Steel

/s/ M.J. Morgan  
Gem State Fire Protection

/s/ Junior Haddon  
Haddon Fencing, Inc.

/s/ Boyd Hughes  
Hughes Roof Co.

/s/ W.A. Saucerman  
Hunter-Saucerman

/s/ Sherrill Kofoed  
Kofoed Painting

/s/ Robert E. Dickerson, Jr.  
Miller Construction Co.

/s/ Leslie L. Mitchell  
Mitchell Construction

/s/ Gary W. Bill  
Donald B. Murphy Co..

/s/ James Norris  
Norris Drywall

/s/ Steve D. Miller  
Northwest Electric

/s/ J. Keith Ormond  
Ormond construction

## EMPLOYERS

/s/ C. Raymond Collins  
Ovard & Collins Construction

/s/ Glen Stoddart  
Professional Design & Development

/s/ John Anderson  
Rainbow Painting

/s/ Chris Jensen  
Snake River Electrical

/s/ Gordon C. Sorensen  
Sorensen Steel, Inc.

/s/ Ken Christensen  
Steel Systems, Inc.

/s/ William J. Bennet  
Superior Fire Protection

/s/ Peter H. Hackas  
Tech-Sil

/s/ Don Waters  
Waters Asbestos & Supply Co.

/s/ Larry A. Waters  
Waters Construction, Inc.

/s/ Dick Wheeler  
Wheeler Electric

/s/ M.T. Blackhurst  
Widing Transportation, Inc.

/s/ Richard Wiemer  
Wiemer Heating

/s/Dwight Wilkinson  
Wilkinson Masonry

## APPENDIX "A"

### CONTRACTOR'S RESPONSIBILITY

1. The contractor who has the responsibility for the performance and installation shall make a specific assignment of the work which is included in his contract. For instance, if contractor A subcontracts certain work to contractor B, then contractor B shall have the responsibility for making the specific assignment for the work included in his contract. If contractor B in turn shall subcontract certain work to contractor C, then contractor C shall have the responsibility for making the specific assignment for the work included in his contract. It is a violation of the plan for the contractor to hold up disputed work or shut down a project on account of a jurisdictional dispute.

The Board will not render advisory opinions or decisions regarding initial assignment of work. The initial assignment must be made by the contractor or subcontractor responsible for its performance.

2. The assignment to be made by the contractor shall be according to the following bases:
  - (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. Agreements and decisions of record are compiled and published by the Building and Construction Trades Department, AFL-CIO, ("Agreements and Decisions Rendered Affecting the Building Industry"). Where a national agreement between disputing trades applies that has been filed with the Board and attested by the Chairman, even though not an agreement of record, the contractor shall assign the work in accordance with such agreement. In negotiating such national agreements between International Unions, prior consultation with the appropriate management groups on the making of agreements between International Unions is desirable and should be carried on.

Decisions of record are applicable to all trades. Agreements of record are applicable on 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 established trade practice or the prevailing practice in the locality. The locality for the purpose of determining the prevailing practice shall be defined ordinarily to mean the geographical jurisdiction of the local Building and Construction Trades Council in which the project is located.
- (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 locality, the contractor shall nonetheless make a specific assignment according to his best judgment after consulting the representatives of the contesting trades and considering any arguments or facts the trades may wish to present regarding the applicable decisions or agreements of record or practice in the locality. The contractor should also consult any local association of contractors in the locality regarding the established practice.

3. When a contractor has made an assignment of work, he shall continue the assignment without alteration unless otherwise directed by the Board or by agreement between the International Unions involved.
  - (a) Unloading and/or handling of materials to stockpile or storage by a trade for the convenience of the responsible contractor when his employees are not on the job site, or in an emergency situation, shall not be considered to be an original assignment to that trade.
  - (b) Starting of work by a trade without a specific assignment by an authorized representative of the responsible contractor shall not be considered an original assignment to that trade, provided that the responsible contractor, or his authorized representative, promptly, and in any event, within eight working hours following the start of work, takes positive steps to stop further unauthorized performance of the work by that trade.
  - (c) The Chairman of the board shall determine all questions of original assignment of work and render decisions regarding same. An appeal from the Chairman's decision may be made to a meeting of the full Board.
4. In the event that there is any stoppage of work, or threat of a stoppage, or cessation of operations arising out of a jurisdictional dispute following an assignment of work, the contractor is to notify immediately the Chairman, Impartial Jurisdictional Disputes Board, 815 16<sup>th</sup> Street N.W., Washington, D.C. 20006

Any International Union may also notify the Board of a work stoppage engaged in by another union.

Such notice of work stoppage shall include:

- The contractors involved;
- Their mailing addresses;
- The name of the project;
- The location of the project;
- The disputing trades;
- A full and detailed description of the work in dispute;
- The assignment of work that has been made; and
- The contractor making the assignment.

## UNION'S RESPONSIBILITY

1. The agreement provides (Article VII, Section 1) that “during the existence of this agreement there shall be no strikes or work stoppages arising out of any jurisdictional dispute.”
2. When a contractor has made a specific 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 Board. Any union which protests that a contractor has failed to assign work in accordance with the procedures specified above, shall remain at work and process the complaint through its International office. The Board is prohibited from taking action on protests or requests from Local Unions or Building and Construction Trades Councils.
3. An International Union may file with the Board a protest against the work assignment of a contractor on a particular project. Such protest of assignment shall indicate the project, the name and address of contractors, location of 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 International Union shall also indicate the basis of its protest of the assignment by the contractor. The International 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 International Union shall cite the basis for its protest of assignment. The International Union, before filing a request for a job decision, shall advise its local union to notify the contractors of its claim for the disputed work and to seek to settle such dispute prior to filing the case with the Board.

When the International Union filing a request for a job decision is directed to comply with the requirement of notification to the employer of a jurisdictional dispute, a compliance notice shall be forwarded to the Chairman of the Board, 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 Board.

4. When an International Union has been directed by the Board to direct the return of men to work, or to furnish men to a project, in a jurisdictional dispute, the General President of the International Union shall promptly comply with the order of the Board. He shall use all authority of the International Union to secure prompt compliance with an order of the Board.

In line with the intent of the above paragraph, picket lines of a jurisdictional nature must be handled immediately by the Chairman of the board. The Chairman, when a jurisdictional picket line is brought to his attention, will immediately send a communication to the Building and Construction Trades Department and to the International whose local has put up the picket line.

## APPENDIX "B"

It is understood that situations may arise which will require closing down some or all operations within the TERRITORY. An agreement is hereby set forth concerning the obligations of EMPLOYERS and EMPLOYEES under these conditions.

### **THE EMPLOYER WILL:**

1. Make every attempt to notify EMPLOYEES as early as possible of the occurrence of such situations and if the EMPLOYEE will be required to report to work and where they are to report.
2. If notification cannot be made prior to the end of shift for the next day, notification will be made by telephone and fax two (2) hours prior to the shift to be cancelled on the following radio stations: **KID AM/FM; KUPI AM/FM; KLCE FM.**  
Notification by fax only will be sent to the following radio stations: **KZBQ AM; KSEI AM/FM; KWIK AM; KPKY FM; KADQ FM; KFTZ FM.**  
  
Television stations **Channels 3, 6 and 8** will not be used for relaying information for employees before 7 a.m. There normally is not anyone at the stations early enough to take the information and get it on the air. Any announcements later in the day, from 8:00 a.m. until 10:00 p.m., will be provided to the television stations for broadcast as well as radio stations.
3. Set up a reporting station, normally in the CFA cafeteria, which will be manned to sign in any EMPLOYEES who report to work where proper notification has not been given.
4. Inform each EMPLOYEE as to whether he or she is to go home or remain at work.
5. Pay EMPLOYEES according to this AGREEMENT.
6. In the event emergency closing occurs on a designated payday, the EMPLOYER will deliver paychecks to the appropriate union hall for distribution, or by mail, provided the EMPLOYER has access to payroll records.
7. Be responsible for notifying their EMPLOYEES of this procedure.
8. Notify EMPLOYEES when to return to work.

### **THE CRAFT EMPLOYEES WILL:**

1. Be responsible to monitor one of the radio or TV stations listed above in his or her area on a routine basis.
2. Not report to work if instructed in the radio or TV announcement.
3. In the event he or she reports to work and is unable to reach his or her work location, report to the CFA cafeteria to the reporting station of his or her EMPLOYER for sign-in and instruction.

**NOTE: This policy replaces all previous procedures.**

