



CURT

THE CONSTRUCTION USERS ROUNDTABLE

"THE OWNERS VOICE TO THE CONSTRUCTION INDUSTRY"



Tripartite Initiative Report: Eliminating Work Disruptions and Jurisdictional Disputes

R-402C
July 2005

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(AIA)
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(ABC)
Associated General Contractors of
America (AGC)
Mechanical Contractors Association
of America (MCAA)
National Electrical Contractors
Association (NECA)
NEA – The Association of Union
Constructors
North American Contractors
Association (NACA)
Sheet Metal & Air Conditioning
Contractors' National
Association (SMACNA)

Note: Membership listing current at time of publication

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Notice:

The purpose of this publication is to make available to industry the results of research and common owner practices. The information is provided solely for the individual consideration and education of CURT members and the industry. The publication does not necessarily represent the views of every CURT member company on this topic. The booklet is offered as an informational publication only. CURT intends only to synthesize current thought and trends concerning the topic. Neither CURT nor its committees make any warranty as to the completeness regarding the materials. Readers are encouraged to further research the topic before relying exclusively on these materials. Each CURT member and other readers of these materials are free, acting in its own discretion and its own perception of business self-interest, to reject or adopt the recommendations in whole or in part. Adoption and/or reliance upon these recommendations is strictly voluntary.

The Mission of The Construction Users Roundtable (CURT) is to promote cost effectiveness for owners doing business in the United States by providing aggressive leadership on issues that will significantly improve project engineering, maintenance and construction processes, thereby creating value for the owners.

1. Introduction

The causes of jobsite disruptions are varied and require the collaborative effort of the owners, contractors, unions, and individual workers to develop programs to address the issue. Jurisdictional disputes contribute to only a portion of the work disruptions in the industry. Many more work disruptions are caused by a general lack of respect for the interest of the other parties involved in a project.

Members of the CURT Tripartite Initiative believe it is important that all parties involved—owners, contractors, unions, and individual workers—take responsibility and ownership for preventing work disruptions. A culture must be developed in which work disruptions are not acceptable, except when there is an imminent danger to the safety and health of those at the site. Education and communication among the parties are needed to relieve the general lack of respect among the parties.

The CURT Tripartite Initiative recommends that the various members of the construction industry team adopt and implement the suggestions contained here.

2. Owner Responsibilities

▲ Identify potential issues.

Owners should conduct mandatory pre-bid conferences with potential bidders to identify possible challenges of a particular project (jurisdictional assignments, jobsite issues, working conditions, sequence of work, schedules, etc.) that the potential contractors believe might lead to work disruptions. The owner should then request proposed recommendations for avoiding or resolving those issues.

See Appendix A for model language regarding identifying potential issues for owners to use in a notice of pre-bid conference.

▲ **Establish jurisdictional assignments as prework.**

Owners should ensure that jurisdictional assignments are made prior to the commencement of work, thereby allowing disputes over the assignment to be resolved prior to the work beginning. To do this, the owner should include in project specifications the requirements for general contractors and construction managers to hold mandatory pre-job conferences and to ensure through subcontract agreements that written jurisdictional assignments are made prior to commencement of the work.

See Appendix B for model language regarding jurisdictional assignments for owners to include in specifications.

▲ **Communicate owner viewpoint.**

Owners should make their views on the impact of work disruptions known to contractors, unions, and union members. Owners should engage on the national level with the Building and Construction Trades Department (BCTD) and with contractor associations to present their views on the matter.

CURT, the BCTD, and national contractor associations have already engaged in meetings to discuss areas of mutual concern. These discussions will continue. The participants should develop seminars and specific agenda items to look at ways to ensure that the views of owners are considered integral to the construction process.

▲ **Communicate the importance of avoiding work disruptions.**

Owners should stress the importance of avoiding work disruptions. They should include education on the importance of avoiding work disruptions in internal construction project management and in-plant training, using joint CURT Tripartite Initiative education materials.

Owners should inform general contractors at the pre-bid conference, in project specifications, in Model Procedures for Pre-Job Jurisdictional Assignments, and in orientation materials.

3. Contractor Responsibilities

▲ **Communicate the importance of avoiding work disruptions.**

General contractors should inform subcontractors in project specifications, in Model Procedures for Pre-Job Jurisdictional Assignments, in Model Employee Work Disruption Prohibition Acknowledgment Form, and in orientation materials.

▲ **Enforce prohibition of work disruptions.**

Contractors need to get individual workers to take responsibility for abiding by prohibitions on work disruptions, and they must effectively enforce such prohibitions. Contractors should require employees to sign a statement prior to employment on site acknowledging that work disruptions on the project are prohibited and that violators will not be eligible for re-employment on the project or on other projects for that contractor. (An expedited grievance procedure should be available to an employee who feels aggrieved or discriminated against.)

See Appendix C for model language for employee work disruption prohibition acknowledgment form.

▲ **Inform new employees.**

Contractors need to emphasize the importance of avoiding work disruptions to new employees. Contractor jobsite orientation programs for employees should include education on the importance of avoiding work disruptions. Such education should use CURT Tripartite Initiative education materials.

Contractors should also adopt and implement the Joint Resolution of the CURT Tripartite Initiative to create communication materials such as a video and/or pamphlet to emphasize the negative impact of work disruptions and the importance to workers of avoiding work disruptions.

▲ **Ensure that proper initial assignments are made.**

Contractors should ensure that their jobsite representatives avoid jurisdictional disputes by making proper initial assignments. They should conduct orientation programs and educational seminars for their jobsite representatives pertaining to initial assignments and the avoidance of jurisdictional disputes.

- Conduct education and orientation programs for jobsite representatives on making proper initial assignments, avoiding jurisdictional disputes, adhering to trade agreements between crafts, following jurisdictional rules, and using procedures in the Plan for the Settlement of Jurisdictional Disputes. Include subcontractor representatives in such programs.
- Identify primary crafts to be used on a project and where the greatest potential for disagreement exists. Convene a meeting of these crafts prior to the pre-job meeting to discuss possible solutions to any disputes.

▲ **Ensure that subcontractors avoid workplace disruptions.**

General contractors and construction managers should use subcontract agreements to ensure that subcontractors hold mandatory pre-job “mark-up” meetings to avoid workplace disruptions by identifying manpower requirements and trade assignments.

See Appendix D for model language for subcontractor contracts regarding mandatory pre-job conferences.

▲ **Ensure uniformity.**

General contractors and construction managers need to ensure uniformity among subcontractors to avoid work disruptions over manpower requirements and jurisdictional assignments. Each contractor should:

- Hold mandatory pre-job conferences.
- Schedule mark-up meetings to inform crafts of manpower requirements and proposed jurisdictional assignments.
- Adopt uniform pre-job procedures for all contractors and subcontractors.

If two crafts claim specific work, the contractor gives them time to resolve or justify claim. The decision regarding which craft is assigned the work is made at a later meeting.

See Appendix E for model procedures for pre-job conference format and jurisdictional assignments.

4. Union Responsibilities

▲ **Communicate the importance of avoiding work disruptions.**

Labor unions inform members through Constitutional provisions and policies prohibiting unlawful work disruptions, through the Business Manager's signature on the Work Disruption Acknowledgment Form, and through orientation materials.

▲ **Address outdated jurisdictional agreements.**

Unions need to address outdated jurisdictional agreements that may contribute to work disruptions. They should review, revise, and update existing jurisdictional agreements between crafts to reflect current conditions, and enter into new jurisdictional agreements to resolve jurisdictional disputes between trade unions. Unions should adhere to the priority and schedule mutually established by the CURT Tripartite Initiative, report progress to the Initiative on a regular basis, and publish new agreements with appropriate industry publicity.

See Appendix H for an index of agreements and decisions of record recognized by the plan for the settlement of jurisdictional disputes in the construction industry.

▲ **Convey to membership the commitment to eliminate work disruptions.**

National union leaders should convey their commitment to eliminate work disruptions to their membership. Each national leader should obtain a commitment from their international union president that work disruptions on construction sites will not be tolerated and that mandatory penalties will be imposed on members who engage in work disruptions.

Examples of adopted provisions include:

- The Constitution of the International Association of Heat and Frost Insulators and Asbestos Workers imposes a minimum \$1,000 fine if a member engages in an unauthorized work disruption.
- The referral rules of the Boilermakers suspend individuals from the out-of-work list and make them ineligible to be referred for unemployment for a ninety-day period if they engage in a work disruption in violation of a collective bargaining agreement.

▲ Ensure zero tolerance at the local level.

Unions should ensure that local union representatives and agents are committed to zero tolerance of work disruptions. They should require a firm written commitment from the local business manager or representative of each craft not to engage in work disruptions on the project.

See Appendix I for model language for union representative work disruption prohibition acknowledgment form.

▲ Work with contractors to identify potential issues.

Unions should:

- Collaborate with contractors on each project to identify issues that could cause work disruptions.
- Seek general contractor or construction manager input on problematic manpower requirements, jurisdictional issues, and other issues that may arise, in order to provide problem-free service.
- Promote joint labor-management meetings at the project, local, and national levels to identify issues that interfere with progress of jobs and to seek resolution prior to the boiling point.
- Examine, publicize, and broaden implementation of programs that exemplify best practices in achieving the above goals. Examples include:
 - Philadelphia Area Labor-Management Committee Built-Rite Construction Industry Program
 - Alberta Helping Hands Programs
 - IBEW Code of Excellence Program

▲ Ensure that members understand the importance of zero tolerance.

Unions should ensure that their members understand the importance of zero tolerance for work disruptions by conducting member education.

- Include the importance of eliminating work disruptions in apprentice program curricula, COMET training, and other training provided to union members.
- Emphasize non-tolerance of work disruptions at union meetings, in magazine articles, and in other union publications.
- Provide training to job stewards and other union representatives on how to defuse situations that lead workers to engage in work disruptions.
- Participate in all orientation programs to emphasize that work disruptions are prohibited and that the grievance procedure or the Plan for the Settlement of Jurisdictional Disputes are the proper mechanisms for resolving disputes.
- Emphasize zero tolerance for work disruptions at toolbox safety talks.
- Include owner perspectives in union training programs for members and apprentices.

▲ Communicate zero tolerance for work disruptions.

Unions need to effectively disseminate the zero tolerance message to their members. Unions are encouraged to participate in the Tripartite Initiative to create communication materials such as a video and/or pamphlet in order to emphasize the negative impact of work disruptions and the importance of avoiding work disruptions. They should disseminate these materials as widely as possible.

Appendix J includes the Joint Resolution of the Construction Users Roundtable Tripartite Initiative.

5. Appendix

- A. Model Language for Owner's Notice of Pre-Bid Conference
- B. Model Language for Owner's Specifications Regarding Jurisdictional Assignments
- C. Model Language for Employee Work Disruption Prohibition Acknowledgement Form
- D. Model Language for Subcontractor Contracts Regarding Mandatory Pre-Job Conferences
- E. Model Procedures for Pre-Job Conference Format and Jurisdictional Assignments
- F. Model Form for Proposed Trade Assignments Pre-Job Conference
- G. Model Letter with Final Trade Assignments
- H. Index of Agreements and Decisions of Record Recognized by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry
- I. Model Language for Union Representative Work Disruption Prohibition Acknowledgement Form
- J. Joint Resolution of the Construction Users Roundtable Tripartite Initiative

A. Model Language for Owner's Notice of Pre-Bid Conference

Contractors interested in submitting a bid for work on *[name of Project]* must attend a pre-bid conference on *[date]*. The purpose of the conference is to identify potential challenges to the efficient and prompt completion of the project. Contractors should come prepared to assist in identifying potential issues applicable to this project, such as workforce skills shortages, working conditions, sequence of work, schedules and jurisdictional assignments, as well as proposed solutions.

B. Model Language for Owner's Specifications Regarding Jurisdictional Assignments

The *[General Contractor or Construction Manager]* awarded the contract for the Project must adopt procedures that require all contractors and subcontractors, prior to the commencement of their work on the Project, to make proposed preliminary equipment installation and other work-related jurisdictional assignments, allow crafts to contest such proposed assignments, and make final written craft assignments. The work may commence once the final assignment is made, but the *[General Contractor or Construction Manager]* shall require that all jurisdictional disputes arising on this Project be settled according to the Plan for Settlement of Jurisdictional Disputes in the Construction Industry adopted by the Building and Construction Trades Department, AFL-CIO. Model Procedures for Pre-Job Jurisdictional Assignments are attached. The *[General Contractor or Construction Manager]* may develop its own procedures as long as they are consistent with the Model Procedures.

C. Model Language for Employee Work Disruption Prohibition Acknowledgment Form

[NAME OF PROJECT]

The construction of *[Name of Project]* is being performed under the terms of a collective bargaining agreement entered into between *[General Contractor or Construction Manager]* and the *[Building and Construction Trades Council]* and signatory Unions. The parties to the Agreement have committed to each other and to the Owner that there will be no work disruptions during the construction of this Project. Specifically, Article _____ states as follows:

[Quote language from the Agreement that prohibits work disruptions]

Work disruptions harm the labor movement and make it more difficult to obtain future work from owners, to the detriment of union contractors and their workers. By signing below, I acknowledge that I understand that I am personally committing to honor and abide by the no-work-disruption provisions of the Agreement. I acknowledge and understand that if I fail to honor this commitment, I may be liable for union fines and/or penalties, and that I may be barred from working on this Project in the future. I also acknowledge and understand that the Agreement's expedited grievance adjudication procedure, rather than a work disruption, is the appropriate method for resolving any dispute that I may have during the course of my employment on this Project.

Signed: _____

Print Name: _____

Date: _____

Witnessed By: _____

Date: _____

[Contractor to keep original document, one copy to employee, and one copy to applicable local union]

D. Model Language for Subcontractor Contracts Regarding Mandatory Pre-Job Conferences

The subcontractor must comply with the Project's adopted procedures requiring all contractors and subcontractors, prior to the commencement of their work on the Project, to identify manpower requirements, make proposed preliminary jurisdictional assignments, allow crafts to contest such proposed assignments, and make final written craft assignments. The subcontractor's work may commence once the final assignment is made. The subcontractor agrees that all jurisdictional disputes arising on this Project will be settled according to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry adopted by the Building and Construction Trades Department, AFL-CIO. Failure to follow the Project's Procedures for Pre-Job Jurisdictional Assignments will be deemed a material breach of this contract.

E. Model Procedures for Pre-Job Conference Format and Jurisdictional Assignments

[Note: Timelines set forth in these model procedures may be altered as long as final assignments are made prior to the commencement of subcontractor's work on the project.]

1. Contractors have the responsibility to act as the single point of contact for themselves and any Contractor or Subcontractor of any tier working on their contract in all communication and contact with *[Construction Manager]*.
2. A request from the Contractor to *[Construction Manager]* and the Unions signatory to the Collective Bargaining Agreement (hereinafter, the "Agreement") for a meeting to submit and discuss proposed trade assignments must be made in writing a minimum of twenty-one (21) calendar days prior to the commencement of any work. The meeting with the Unions signatory to this Agreement, with a representative of *[Construction Manager]* and a representative of *[Owner]* in attendance, must be held a minimum of fourteen (14) calendar days prior to the commencement of any work. At this meeting, the contractor will have:
 - a. Completed "Proposed Trade Assignment" documents for all work to be performed by them.¹ Proposed Trade Assignment document is also available in Microsoft Word format from *[Construction Manager]*. Sample documents are available upon request.
 - b. A representative from each Subcontractor.
 - c. Letters of Assent to the Agreement for the Contractor as well as each Subcontractor.
 - d. Completed "Proposed Trade Assignment" documents from each Subcontractor.

¹ See Appendix F.

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3. The Contractor will make trade assignments only for those employees who are under the Contractor's direct hire. Trade assignments for employees of Subcontractors must be made by the Subcontractor separately.
 4. The Contractor or Subcontractor will announce at the Pre-Job Jurisdictional Conference any work that will be performed under a warranty that would potentially exclude it from coverage of this Agreement. If, in the course of the project, potential warranty work that was not known at the time of the original Pre-Job Conference becomes known, it must be communicated in writing to [*Construction Manager*] and the [*Building and Construction Trades Council*], with a copy of the warranty attached, a minimum of two (2) weeks prior to the commencement of work. Warranty work that is potentially excluded from coverage of the Agreement must not be started until this requirement is met.
 5. Any Subcontractor not in attendance at the above-referenced meeting must submit a completed Proposed Trade Assignment document to [*Construction Manager*] and the [*Building and Construction Trades Council*] a minimum of twenty-one (21) calendar days prior to the commencement of their portion of work on the contract. If requested by any Union signatory to this Agreement, the Subcontractor must have a Proposed Trade Assignment meeting and follow the same procedure and timeline as that stipulated for the Contractor.
 6. Any Union having standing under this Agreement may make a claim or challenge to any of the proposed trade assignments of either the Contractor or Subcontractor. All claims or challengers must be made in writing and all supporting documentation must be delivered within seven (7) calendar days of the above-referenced Proposed Trade Assignment meeting to the Contractor or Subcontractor.

-
7. The Contractor or Subcontractor will review all submitted supporting documentation regarding the proposed trade assignments and submit to [*Construction Manager*], the [*Building and Construction Trades Council*], and the disputing Unions a “Final Trade Assignment” letter² within fourteen (14) Calendar days of the meeting in which the proposed trade assignments were made.
 8. Upon submittal of the Final Trade Assignment letter, the Contractor or Subcontractor is not restricted from commencing work even though a jurisdictional conflict may still be unresolved between the competing Unions. The Contractor does not have to wait for final resolution of the jurisdictional dispute to commence work. The competing Unions have the option of availing themselves of the “Jurisdictional Dispute” procedure contained in the Agreement.
 9. After issuance of the Final Trade Assignment letter by the Contractor or Subcontractor, jurisdictional issues may be decided by either mutual agreement of the competing Unions or a decision from the “Plan for the Settlement of Jurisdictional Disputes in the Construction Industry” (the “Plan”). In either case, the Contractor or Subcontractor has the option of agreeing to the change or appealing to the Plan. Ultimately, the decisions of the Plan will be binding on the Contractor or Subcontractor and the Unions.

² See Appendix G.

F. Proposed Trade Assignments Pre-Job Conference

[NAME OF PROJECT]

PROPOSED TRADE ASSIGNMENTS PRE-JOB CONFERENCE

TO: *[Building and Construction Trades Council]*

OWNER: _____

CONSTRUCTION MANAGER: *[Name]*

FAX NUMBER: *(xxx) xxx-xxxx*

CONTRACTOR: _____

CONTRACT #: _____

NAME OF PROJECT: _____

PURPOSE: To make proposed jurisdictional trade assignments, broken down by craft and classification, as well as to discuss details and answer questions relating to the project scope of work, safety, and job requirements.

MEETING PLACE: _____

MEETING DATE: _____ **TIME:** _____

UNION RESPONSE DATE: _____

CONTRACTOR RESPONSE DATE: _____

**** PLEASE TYPE IN ALL INFORMATION ****

1. SCOPE OF WORK:

2. ESTIMATED WORK SCHEDULE:

Approximate Commencement Date: _____

Approximate Completion Date: _____

3. ADDRESSES:

Job Location: _____

Company's Local Mailing Address:

Trust Fund Billing Address (if different from mailing address):

4. CONTRACTOR PERSONNEL:

Project Manager:

Office Telephone #: _____

Mobile Telephone #: _____

Fax Number #: _____

Superintendent:

Office Telephone #: _____

Mobile Telephone #: _____

Fax Number #: _____

Safety Representative:

Office Telephone #: _____

Mobile Telephone #: _____

Fax Number #: _____

Drug Test Results Coordinator: (List in order of contact priority)

Name of first Contact: _____

Office Telephone #: _____

Mobile Telephone #: _____

Name of second Contact: _____

Office Telephone #: _____

Mobile Telephone #: _____

Name of third Contact: _____

Office Telephone #: _____

Mobile Telephone #: _____

Dispatch Contact Personnel: The following Contractor personnel are the only ones authorized to call the hiring halls to have craft workers dispatched out to this project:

1. _____

2. _____

3. _____

Referral procedures will be in accordance with the provisions contained within the Agreement. The referral procedures are to be posted in the hiring halls in order to be in full compliance with federal and state law.

5. WORKFORCE:

Craft	Peak	Average
Asbestos Workers	_____	_____
Boilermakers	_____	_____
Bricklayers	_____	_____
Carpenters	_____	_____
Cement Masons	_____	_____
Electrical Workers (inside wiremen)	_____	_____
Electrical Workers (outside linemen)	_____	_____
Elevator Constructors	_____	_____
Glaziers	_____	_____
Insulators	_____	_____
Ironworkers (structural)	_____	_____
Ironworkers (rebar)	_____	_____
Laborers	_____	_____
Millwrights	_____	_____
Operating Engineers	_____	_____
Painters	_____	_____
Pile Drivers	_____	_____
Pipefitters/Plumbers	_____	_____
Plasters	_____	_____
Roofers	_____	_____
Sheet Metal Workers	_____	_____
Teamsters	_____	_____

6. OPERATIONAL INFORMATION

Number of Shifts: _____

Shift Schedule: _____ AM/PM to _____ AM/PM

_____ AM/PM to _____ AM/PM

_____ AM/PM to _____ AM/PM

Pay Day: _____

End of Pay Period: _____

First Aid Facilities: _____

Sanitary Facilities: _____

Job Site Telephone Number: _____

Job Site Fax Number: _____

PROPOSED TRADE ASSIGNMENTS

NAME OF CONTRACTOR:

CONTRACT #:

The following jurisdictional trade assignments are proposed and any Union in disagreement with any of these assignments may follow the Project Procedures that state as follows:

Any Union having standing under this Agreement may make a claim or challenge to any of the proposed trade assignments of either the Contractor. All claims or challenges must be made in writing and all supporting documentation must be delivered within seven (7) calendar days of the above referenced Proposed Trade Assignment meeting to the Contractor.

The procedure also dictates that the Contractor issue a “Final Trade Assignment” letter.

The procedure states:

The Contractor or Subcontractor will review all submitted supporting documentation regarding the proposed trade assignments and submit to [Construction Manager], the [Building and Construction Trades Council] and the disputing Unions a “Final Trade Assignment” letter (see Appendix 2) within fourteen (14) calendar days of the meeting in which the proposed trade assignments were made.

Asbestos Workers: _____

Boilermakers: _____

Bricklayers: _____

Cement Masons: _____

Electrical Workers (inside wiremen): _____

Electrical Workers (outside linemen): _____

Elevator Constructors: _____

Glaziers: _____

Insulators: _____

Ironworkers (structural): _____

Ironworkers (rebar): _____

Laborers: _____

Millwrights: _____

Operating Engineers: _____

Painters: _____

Pile Drivers: _____

Pipefitters/Plumbers: _____

Plasterers: _____

Roofers: _____

Sheet Metal Workers: _____

Teamsters: _____

In the space below, please describe any work that you believe not to be covered by this Assignment and the reasons for this belief.

UTILIZATION OF EQUIPMENT

NAME OF CONTRACTOR:

CONTRACT #:

List of equipment and the proposed assignment of craft for full time use of operation of each piece:

	<u>EQUIPMENT</u>	<u>CRAFT</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____
11.	_____	_____
12.	_____	_____
13.	_____	_____
14.	_____	_____
15.	_____	_____

TOOLS OF THE TRADE: (Part-time use – no listing of craft is necessary)

EQUIPMENT

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____

SUBCONTRACTORS

The following is a list of Subcontractors that are under contract with the Contractor at the time of this meeting. Each Subcontractor is to submit a completed "Proposed Trade Assignment" letter at the time of this meeting. According to the Project Procedures:

Any Subcontractor not in attendance at the above-referenced meeting must submit a completed Proposed Trade Assignment to [Construction Manager] and the [Building and Construction Trades Council] a minimum of twenty-one (21) calendar days prior to the commencement of their portion of work on the contract. If requested by any Union signatory to this Agreement, the Subcontractor must have a Proposed Trade Assignment meeting and follow the same procedures and timelines as that stipulated for the Contractor.

A copy of a signed Letter of Assent (LOA) specific to this contract from each Subcontractor identified below is to be attached to the end of this document. (Also include a copy of the LOA of the Contractor). If additional space is needed, copy this page and attach it to the document.

<u>Name of Subcontractor</u>	<u>Summary of Scope of Work</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____

G. Final Trade Assignments

(Print on Contractor's Letterhead)

[NAME OF PROJECT]

FINAL TRADE ASSIGNMENTS

TO: *[Building and Construction Trades Council]*

CC: *[Construction Manager] and
[Unions Claiming Work]*

DATE:

SUBJECT: Final Trade Assignments

CONTRACTOR:

CONTRACT #:

In accordance with Article ___ of the Agreement and the Procedures for Pre-Job Jurisdictional Assignments, I have read and reviewed all supporting written documentation submitted by the competing Unions on the work described below. Following the aforementioned provisions and procedures, I have indicated next to each task my final trade assignment.

Unions not in agreement with these final trade assignments may avail themselves of the jurisdictional resolution process found in the Agreement, Article ___, Craft Jurisdiction. This provision allows for competing Unions to pursue their claims through the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry without disrupting the work of the affected Contractor.

The following is a description of the contested work and the final trade assignment for the task: *(A separate letter of “Final Trade Assignment” should be made for each piece of work or task that is contested.)*

- 1. Description of contested work or task:**
- 2. Unions submitting supporting documentation:**
 - a.**
 - b.**
- 3. Union awarded final trade assignment:**

H. Index of Agreements and Decisions of Record Recognized by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry

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I. Model Language For Union Representative Work Disruption Prohibition Acknowledgment Form

[NAME OF PROJECT]

The construction of *[name of Project]* is being performed under the terms of a collective bargaining agreement entered into between *[General Contractor or Construction Manager]*, the *[Building and Construction Trades Council]*, and signatory Local Unions. The parties to the Agreement have committed to each other and to the Owner that there will be no work disruptions during the construction of this Project. Specifically, Article ___ states as follows:

[Quote language from the Agreement that prohibits work disruptions.]

Work disruptions harm the labor movement and make it more difficult to obtain future work from owners, to the detriment of union contractors and their workers. By signing below, I acknowledge that I understand that I am personally committing on behalf of myself and *[name of Local Union]* to honor and abide by the no-work-disruption provisions of the Agreement. I acknowledge and understand that if I or any other elected and/or appointed agent of *[name of Local Union]* fails to honor this commitment, *[name of Local Union]* may be liable for fines and/or penalties, and that work previously assigned to my Local Union may be assigned to another craft for the remainder of this Project. I also acknowledge and understand that the Agreement's grievance adjudication procedure, rather than a work disruption, is the appropriate method of resolving any dispute that my Local Union may have during the term of this Project.

Signed: _____

Print Name: _____

Date: _____

Witnessed By: _____

Print Name: _____

Date: _____

[Contractor to keep original, and applicable Local Union to keep one copy]

If a Local Union fails to sign this form, the contractor may refuse to assign work to the Local Union.

J. Joint Resolution of the Construction Users Roundtable Tripartite Initiative

The members of the Construction Users Roundtable Tripartite Initiative resolve to jointly create communication materials, such as a video and/or pamphlet, to emphasize the negative impact of work disruptions and the importance to workers of avoiding work disruptions. Suggestions for consideration include:

- ▲ Include comments by owner and contractor representatives of CURT.
- ▲ Emphasize how good union relationships with contractors and the loyalty of owners who use union labor to perform their work increase future work opportunities.
- ▲ Demonstrate how the enormous amount of union man-hours acquired as a result of many years of servicing an owner can be placed at risk by a work disruption.
- ▲ Show how a work disruption, slow-down, sick out, etc. negates all of the workers' hard work, training efforts, and quality performance.
- ▲ Present the owners' and contractors' viewpoint, including the severe impact that a work disruption has on project schedule, budget, coordination, and completion date.
- ▲ Explain the effect a work disruption can have as far as future projects utilizing 100% union or open-shop workers.
- ▲ Relate the need for and benefits of a jobsite that promotes mutual respect and a consistent tone of cooperation on the part of workers, unions, contractors, and ownership.
- ▲ Emphasize that the mechanism for resolving disputes is the grievance procedure or Plan for the Settlement of Jurisdictional Disputes, not work disruptions.
- ▲ Utilize these materials for internal and project training.

Construction User Roundtable Publications

The purpose of developing Construction User Roundtable (CURT) publications is to disseminate recommendations, guidelines, and reports developed by the Construction Users Roundtable. CURT is focused on improving the cost effectiveness of the U.S. construction industry. These publications have been developed from the point of view of owners or users of construction services. Efforts by all segments of the industry, however, are vital if major improvement is to be the result.

This publication is one of a series from committees or study teams addressing a problem area.

Findings and recommendations of The Construction Users Roundtable are included in publication series classified as White Papers (WP), Reports (R), or User Practices (UP). In addition to these classifications, CURT publications are numbered based on the category of the topic:

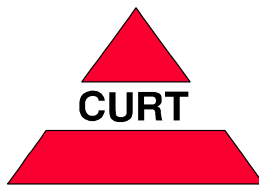
Category	Number Code
Constructability	011 to 099
Contractor Management	101 to 199
Cost	201 to 299
Interface Management	301 to 399
Workforce/Industrial Relations	401 to 499
Material Control	501 to 599
Purchasing	601 to 699
Quality	701 to 799
Safety	801 to 899
Security	901 to 999
Strategy	1001 to 1009
Work Planning and Scheduling	1101 to 1199
Technology/E-Sourcing	1201 to 1299
Special Projects	2001 to 2099

Examples:

WP-1201: A CURT White Paper on Reverse Auction

R-402: A CURT Report on Tripartite Initiatives

UP-801: A CURT User Practice on Construction Safety in Contractor Prequalification



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