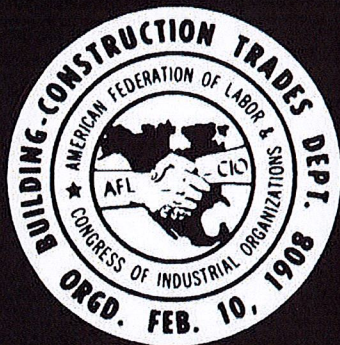


Plan for the Settlement of Jurisdictional Disputes in the Construction Industry Including Procedural Rules and Regulations



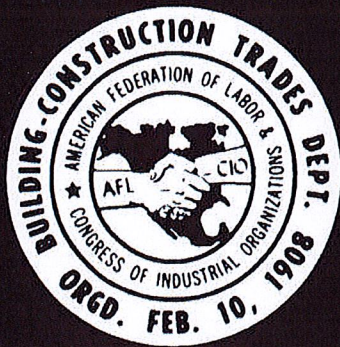
**AGREEMENTS AND
DECISIONS RENDERED
AFFECTING THE
BUILDING INDUSTRY**

**COVERING the U.S. and
CANADA**

Approved by the Building and
Construction Trades Department, AFL-
CIO

June 1984 As Amended Through
May 2011

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**PROCEDURAL RULES AND REGULATIONS FOR
THE PLAN FOR THE SETTLEMENT OF
JURISDICTIONAL DISPUTES IN THE
CONSTRUCTION INDUSTRY**

**ARTICLE I
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 to a particular union(s). For instance, if contractor A subcontracts certain work to contractor B, then contractor B shall have the responsibility for making the specific assignments 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. After work has been so assigned, such assignment will be maintained even though the assigning contractor is replaced and such work is subcontracted to another contractor. It is a violation of the Plan for the contractor to hold up disputed work or shut down a project because of a jurisdictional dispute.

2. When a contractor has made an assignment of work, he shall continue the assignment without alteration unless otherwise directed by an arbitrator or there is agreement between the National or 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 Administrator shall determine all questions of original assignment of work and render decisions regarding same. An appeal of the Administrator's determination of original assignment may be made to an arbitrator in a hearing under the terms and provisions of Article V of the Plan. Notice of the appeal shall be filed with the Administrator within seven (7) days of issuance of the determination. The appeal shall be processed only if the responsible contractor has complied with the Administrator's determination.

d. Criteria to be used in making assignments of work are set forth in Article V, Section 8, of the Plan.

ARTICLE II

UNION'S RESPONSIBILITY

1. The Plan provides (Article VI, Section 1) that during the existence of the Plan there shall be no

strikes, work stoppages, or picketing 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 Administrator. 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 Administrator is prohibited from taking action on protests or requests to discuss jurisdictional matters from local unions or building and construction trades councils.

ARTICLE III

STRIKES AND IMPEDIMENTS TO JOB PROGRESS

1. When it is alleged, in a written notice, by a stipulated employer directly affected by the dispute, the signatory Employer Association representing such employer or a stipulated National or International Union, that a work stoppage, slowdown, or other impediment to job progress is taking place, the Administrator shall proceed as set forth in Article VI of the Plan.

2. Notice to the Administrator shall include:

- a. Party engaged in strike, slowdown, or impediment to job progress [specify]
- b. Unions directly involved (in most cases, trade

receiving original assignment)

- c. Brief description of work in dispute
- d. Name of project and city and state where located
- e. Contractor and subcontractor, if any, directly involved, and mailing address, phone number and facsimile number of each
- f. A statement detailing how the responsible contractor and involved Unions are stipulated to be bound to the Plan and these procedures.

Required Format for Notice

[Name of Union or Employer] is [state basis for claim of violation, *e.g.* strike] over a jurisdictional dispute between [Name of Unions] over [Briefly describe work and name of job] project, [City and state or, Province]. [Name of Contractor], [Mailing Address, Phone Number and Facsimile Number]. [Name of Subcontractor], [Mailing Address, Phone Number and Facsimile Number].

This contractor is stipulated to the Plan and these procedures by virtue of [provision in collective bargaining agreement or signed stipulation on file in Plan office*]. The Unions are stipulated to the Plan by virtue of [being an affiliate of the Department, a signed stipulation on file in the Plan office, or a provision in collective bargaining agreement].

* A sample stipulation form is contained on page 15 of the Procedural Rules and Regulations.

3. Impediments to job progress shall include, but not be limited to:

a. Filing a grievance under a collective bargaining agreement, or under a local plan for the settlement of jurisdictional disputes not recognized by the Department, where an issue is a case, dispute or controversy involving a jurisdictional dispute or assignment of work by a stipulated contractor, or by a stipulated subcontractor. Provided, that it shall not be considered an impediment to job progress if the responsible contractor or Union is not stipulated to the Plan or a grievance is filed over the failure of the responsible contractor to conduct a pre-job or mark-up meeting when required to do so under the terms of the applicable collective bargaining agreement.

b. Filing an unfair labor practice charge with the National Labor Relations Board, or appropriate Canadian equivalent, as determined by the Administrator, or action in any court against a stipulated employer or a stipulated National or International Union, or local affiliate thereof, where an issue is a case, dispute or controversy involving a jurisdictional dispute or assignment of work. Provided, that it shall not be considered an impediment to job progress if the responsible contractor is not stipulated to the Plan.

ARTICLE IV

FILING A COMPLAINT

1. When a dispute over an assignment of work arises, the National or International Union challenging the assignment, or the employer directly affected by the jurisdictional dispute, or the signatory Employer Association representing such employer, shall notify the Administrator in writing. Such notice shall include the following information:

- a. Unions involved
- b. A full and complete description of the work in dispute
- c. Name and location of project
- d. Contractors involved and their mailing addresses, telephone number and facsimile number
- e. The assignment of work and the contractor who made the assignment
- f. A statement indicating whether the responsible contractor and the involved Unions are stipulated to the Plan and these procedures.
- g. A statement whether the representatives of the National and International Unions have met or attempted to meet at the local level in an effort to resolve the matter.
- h. A statement whether the National and International Unions involved in the dispute have voluntarily agreed to mediation.

2. The notice shall be in writing and sent to:

For Projects in the United States

Administrator
Plan for the Settlement of Jurisdictional Disputes
in the Construction Industry
Suite 1000
900 Seventh Street, NW
Washington, DC 20001
Fax: (202) 775-1950

For Projects in Canada
Administrator
Plan for the Settlement of Jurisdictional Disputes
in the Construction Industry
c/o Office of the Executive Secretary
Building and Construction Trades
Department, AFL-CIO
Suite 1902
130 Albert Street
Ottawa, Ontario
K1P 5G4
Fax: (613) 230-5138

ARTICLE V

TIME CONSTRAINTS UNDER THE PLAN

In computing any period of time prescribed in the Plan or the Procedural Rules and Regulations, the day from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

When the period of time described or allowed is less than 7 days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation. As used herein, "legal holiday" in the United States includes New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, and any other Day designated as a holiday by the Administrator. "Legal holiday" in Canada includes New Year's Day, Victoria Day, Labour Day, Remembrance Day, Boxing Day, Good Friday, Canada Day (Dominion Day), Thanksgiving Day, Christmas Day, Civic Holiday, and any other day designated as a holiday by the Administrator.

ARTICLE VI

DIRECT RESOLUTION

1. Within two (2) days following receipt of a properly filed notice, the Administrator shall notify, by facsimile or other electronic means, all directly affected National and International Unions and employers that a dispute exists between local parties.

2. If any party intends to rely on a Decision of Record to support its claim to the work, that fact must be disclosed to the Administrator and the other parties to the dispute within two days of receipt of the notice of the dispute from the Administrator. The title of the Decision of Record and the page number where the decision is located should be included in the notice. If any other party to the dispute intends to challenge the Decision of Record on the basis of the prevailing practice in the

locality in the past ten years, pursuant to Article V, Section 8(b) of the Plan, notice of such challenge must be provided to the Administrator and to the other parties to the dispute by the day the list of arbitrators is due back in the Administrator's office.

3. If the directly affected National and International Unions and employers, parties to the dispute, are able to settle the dispute, each shall inform the Administrator, in writing, signed by an authorized representative of each party, that a settlement has been reached.

4. If the directly affected National and International Unions and employers are unable to resolve the dispute, any of the directly affected parties may request arbitration of the dispute within five (5) days from the date the matter was referred by the Administrator, by filing a notice in writing to arbitrate with the Administrator, with copies to all directly affected parties.

ARTICLE VII

SELECTING AN ARBITRATOR

1. Upon receipt of a request to arbitrate, the Administrator shall send to all directly affected parties a list of impartial arbitrators, knowledgeable about the construction industry, chosen by the Joint Administrative Committee.

2. The directly affected National and International Unions and the responsible contractor(s) will each have three days in which to cross off the name of one arbitrator to which it objects, number the remaining names to indicate the order of preference and return the list to the Administrator. If a party does not return the list within the

time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on each party's list, and in accordance with the designated order of mutual preference, the Administrator shall notify the parties of the arbitrator selected who is able to schedule a hearing within the time constraints set forth in the Plan.

3. If the parties are unable to select an arbitrator, the Administrator shall appoint an arbitrator.

ARTICLE VIII RESOLUTION BY ARBITRATION

1. Upon his selection, the arbitrator, with the assistance of the Administrator, shall set and hold a hearing within seven (7) days.

2. The Administrator shall notify the responsible contractor(s) and the appropriate National and International Unions and signatory association(s) by facsimile or other electronic means of the place and time chosen for the hearing. Said hearing shall be held in Washington, D.C. or, for a dispute arising in Canada, in Eastern, Central or Western Canada as determined by the Administrator.

3. Attendance at arbitration hearings by the parties shall be limited to one full-time employee of each National or International Union party, or its affiliate, as designated by the President of each National or International Union, and one full-time employee of the responsible contractor party. On appeals from Local Boards, each party may also

have in attendance the individual who presented that party's case to the Local Board. Failure to attend by a party shall not delay a hearing, the taking of evidence, or the issuance of a decision.

4. Presentations shall be in writing with copies for each party, the arbitrator, and a file copy.

5. The arbitrator shall issue his decision within three (3) days after the case has been closed. The decision of the arbitrator shall be final and binding on all parties to the dispute.

6. Each party to the arbitration shall bear its own expenses for the arbitration and agrees that the fees and expenses of the arbitrator shall be borne by the losing party or parties as determined by the arbitrator if all parties are stipulated to the Plan, otherwise as determined by the arbitrator.

7. Following the issuance of the decision, the Administrator will send a statement to the party or parties responsible for payment of the arbitrator's fees and expenses. Such statement shall be payable within ten (10) days of receipt. If payment is not received within 30 days, a late fee of \$500 will be assessed on the delinquent party. A future request by a delinquent party to process a case will be held by the Administrator until all outstanding fees and expenses, including any late fee, have been paid.

ARTICLE IX

POLICY REGARDING DIRECTIVES

1. The Plan and the Procedural Rules and Regulations provide for the settlement of a

jurisdictional dispute on a specific job by agreement or understanding between or among the National and International Unions involved.

2. The Procedural Rules and Regulations also provide that an assignment of work may be changed by the responsible contractor(s) to conform to the terms of same, upon notification by the Administrator. Such notification shall be made by means of a directive sent to the responsible contractor(s) by the Administrator.

3. In order to give effect to the procedure set forth above, and before a directive may be sent to the affected contractor(s) by the Administrator, the National or International Unions involved shall submit for the records of the Plan the following:

a. A statement of the exact terms of the agreement or understanding reached. Such statement is to be jointly signed by authorized representatives of each of the National or International Unions involved. If separate communications are submitted by the parties, the terms of the agreement or understanding must be identical in each communication.

b. A statement regarding the notification to the responsible contractor(s) of the agreement or understanding reached. If objection to the agreement or understanding was made by the contractor(s) or representatives, the nature of the objection must be stated.

4. In accordance with the Plan and the Procedural Rules and Regulations, any directive

from the Administrator shall be complied with by the affected contractor(s) unless, and within 24 hours following receipt of such directive, the contractor(s) notifies the Administrator that he elects not to comply with the directive, and requests that the jurisdictional dispute be processed through arbitration to a decision. Such decision shall be made in accordance with the provisions of Article V of the Plan.

ARTICLE X

APPEALS FROM DECISIONS OF RECOGNIZED LOCAL BOARDS

1. Appeals from local settlements, agreements, or decisions issued by a plan for the settlement of jurisdictional disputes that has been recognized by the Department, may be filed with the Administrator within seven (7) days of issuance by the National or International Unions directly affected, or by the responsible contractor(s), or a signatory Employers Association representing such employer.

a. Such filing shall include a copy of the local settlement, agreement, or decision being appealed and the specific basis for the appeal. Simultaneous notice shall be given all other parties.

2. The authority of the Administrator to refer an appeal to arbitration is discretionary. The Administrator shall, in exercising his authority, consider whether the parties were afforded an opportunity to present evidence at a hearing conducted for that purpose under the Plan and in conformity with generally recognized procedures not

incompatible with the provisions and procedures of this Plan and whether the decision of the Local Board addresses the established criteria of Article V, Section 8, of the Plan.

3. Appeals referred to arbitration will be processed in accordance with Article V of the Plan.

4. Presentations shall be in writing and limited to that which was presented at the recognized local plan for the settlement of jurisdictional disputes.

STIPULATION

In signing this stipulation, the undersigned [employer] [employer association on behalf of its members] [union] agrees to be bound by all the terms and provisions of the Agreement establishing procedures for the resolution of jurisdictional disputes in the construction industry known as the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. In particular, the undersigned agrees to abide by those provisions of the Plan requiring compliance with the decisions and awards of the Administrator, arbitrators or National Arbitration Panels established under the Plan, and to fulfill the obligations set forth in the Agreement.

This stipulation shall run for the term of the Agreement and shall continue in effect for each year thereafter unless specifically terminated effective upon the anniversary date of said Agreement, in accordance with the notice provisions contained in the Agreement. The effective date of this stipulation shall be the date it is received in the Plan Administrator's office.

(Signed)

Company

Date

To facilitate expeditious processing of jurisdictional disputes, all parties are encouraged to file signed Stipulation forms with the Administrator.

**PLAN FOR THE SETTLEMENT OF
JURISDICTIONAL DISPUTES IN THE
CONSTRUCTION INDUSTRY**

PREAMBLE

This Agreement is entered into by and among the Building and Construction Trades Department, AFL-CIO, on behalf of its constituent National and International Unions and their affiliated local unions (referred to hereinafter as the Department) and the Employer Associations signatory to this Agreement (referred to hereinafter as the Employer Associations).

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 at the same time increasing both its efficiency and capacity to furnish construction services to the public at reasonable cost.

ARTICLE I

SCOPE OF APPLICATION

The procedures shall be available to resolve jurisdictional disputes between and among Employers and Unions engaged in the building and construction industry.

ARTICLE II

STIPULATION REQUIREMENTS

Sec. 1. In order to process Impediment to Job Progress disputes pursuant to Article III of the Procedural Rules and Regulations and Article VI of the Plan, all parties to the dispute must be stipulated to the Plan.

(a) A Union may become stipulated to the Plan by virtue of its affiliation with the Department or its National or International Union's affiliation with the Department, a signed a stipulation form setting forth that it is willing to be bound by the terms of the Plan or a provision in a collective bargaining agreement.

(b) An Employer may become stipulated to the Plan by virtue of its membership in a stipulated association of employers with authority to bind its members, a signed stipulation form setting forth that it is willing to be bound by the terms of the Plan or a provision in a collective bargaining agreement.

Sec. 2. Stipulation shall not be required in order to process jurisdictional disputes pursuant to Article V, requests for determination of changes of original assignment pursuant to Article I of the Procedural Rules and Regulations and requests for the issuance of directives pursuant to Article IX of the Procedural Rules and Regulations, except that the moving party must be stipulated to the Plan.

ARTICLE III
JOINT ADMINISTRATIVE COMMITTEE

Sec. 1. There shall be established a Joint Administrative Committee (hereinafter referred to as the "JAC"), to oversee the operation of the Plan.

Sec. 2. The JAC representing the Department and the signatory Employer Associations shall consist of eight (8) voting members, four (4) nominees from the Department and four (4) from the Employer Associations. There shall be a Chairman and a Vice-Chairman of the JAC. The Chairman shall be the President of the Department. The Vice-Chairman shall be designated by the signatory Employer Associations. The Chairman and the Vice-Chairman shall be non-voting members of the Committee.

Sec. 3. The JAC shall appoint two Administrators of the Plan. One Administrator shall handle all matters arising in the United States. The second Administrator shall handle all matters arising in Canada. References to the Administrator in this Agreement and the Procedural Rules and Regulations shall mean the appropriate U.S. or Canadian Administrator. The Administrators shall be compensated at a rate and under terms to be established by the JAC.

Sec. 4. The Administrator shall be responsible for disbursement of the funds, shall keep the books of the Plan and submit to the parties to the Agreement a quarterly financial statement; shall provide for an annual audit of the books by a certified public

accountant and shall prepare annually a proposed budget of the necessary expenses of the Plan for the following twelve (12) months and submit same to the JAC for approval. The total amount of the budget, when approved, shall be subscribed annually in advance, 50 percent by the Department and 50 percent by the signatory Employer Associations. All expenditures shall be within the approved budget. In order to assure adequate funding of the Plan, the JAC, may establish a schedule of fees to be charged to parties wishing to utilize the services of the Plan but who are not affiliated with one of the organizations signatory to this Agreement.

ARTICLE IV

RULES AND REGULATIONS

Sec. 1. The Administrator shall adapt his operations to assure that all cases submitted shall be disposed of as expeditiously as possible.

Sec. 2. The Administrator, with the prior approval of the JAC, shall establish such procedural regulations and administrative practices as may be required for the effective administration of this Agreement, provided such regulations and practices are consistent with the expressed terms of this Agreement.

Sec. 3. The JAC shall have the power to revise the procedural regulations and administrative practices of the Administrator. The Administrator shall promptly notify all parties to the Plan of any revisions in the procedural or administrative practices.

Sec. 4. The Administrator shall keep records of disputes and decisions and develop such statistical and operational information as may be of value to the JAC. The Administrator shall from time to time make recommendations to the JAC for changes in the Procedural Rules and Regulations or provisions of the Plan which will strengthen and improve the effectiveness of the Plan.

Sec. 5. It shall be the duty of the Administrator to process cases of jurisdictional disputes in the Building and Construction Industry when disputes are referred to him by any of the National and International Unions involved in the dispute, or an Employer directly affected by the dispute on the work in which he is engaged or by the signatory Employer Association representing such Employer.

Sec. 6. If any party is not stipulated to the Plan, any of the National or International Unions involved in a dispute may file a statement with the Plan Administrator indicating that, if all parties had been stipulated to the Plan, the Union would have filed a jurisdictional dispute pursuant to Article V of the Plan. The notice shall include the unions involved, a description of the work in dispute, the name and location of the project, the name of the responsible contractor, the assignment that was made by the contractor and which of the Article V, Section 8, criteria the Union contends supports its claim to the work. The Plan Administrator shall compile a list of such statements and distribute it to the parties to the Plan monthly.

Sec. 7. In the interest of expediting resolutions of jurisdictional disputes, the Administrator shall undertake to keep a record of decisions involving the same type of dispute and involving the same trades and report such record quarterly to the JAC.

ARTICLE V

RESOLUTION OF JURISDICTIONAL DISPUTES

Sec. 1. When a dispute over an assignment of work arises, the National or International Union challenging the assignment, or the Employer directly affected by the dispute or the signatory Employer Association representing such Employer shall notify the Administrator in writing, with copies to the other parties to the dispute. The notice shall include a statement whether representatives of the National and International Unions have met or attempted to meet with the local parties to attempt to resolve the matter. For disputes in the United States, if the National and International Unions involved in the dispute voluntarily agree to mediation, the notice shall so advise the Administrator. The mediation may be used in lieu of the meeting of the International Representatives.

Sec. 2. Upon receipt of said notice, the Administrator or his designee shall notify within two (2) days by facsimile or other electronic means all directly affected National and International Unions and employers that a dispute exists between the local parties. The Administrator shall also provide notice of the dispute to all other National

and International Unions party to this Agreement. At the same time, if the National and International Unions involved in a dispute in the United States have consented to voluntary mediation, the Administrator shall contact the Federal Mediation and Conciliation Service and request the appointment of a mediator to assist the parties in the local area in settling the dispute. The mediator shall have three (3) days from the date the matter is referred by the Administrator to mediate the dispute. The mediator shall submit by facsimile or other electronic means a report to the parties and the Administrator indicating whether the dispute has been resolved no later than the end of the three (3) day period. The report of the mediator shall not be submitted to a Plan Arbitrator.

Sec. 3. If the respective National and International Unions of the disputing locals and the directly affected Employer are unable to resolve the dispute, any of the directly affected parties may request arbitration of the dispute, within five (5) days, from the date the matter is referred by the Administrator, by filing a notice to arbitrate with the Administrator, with copies to all directly affected parties. The Administrator will only honor a request to submit the matter to arbitration prior to the expiration of the five (5) day period if the requesting party has demonstrated that the International Representatives have met or attempted to meet with the local parties to resolve the matter or have been through the mediation process set forth in Section 2.

Sec. 4. Upon receipt of said notice, the Administrator shall send to all directly affected parties a list of impartial arbitrators knowledgeable

about the construction industry, chosen by the JAC.

Sec. 5. The directly affected National and International Unions and the responsible contractor(s) will each have three days in which to cross off the name of one arbitrator to which it objects, number the remaining names to indicate the order of preference and return the list to the Administrator. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on each party's list, and in accordance with the designated order of mutual preference, the Administrator shall notify the parties of the arbitrator selected. If the parties are unable to select an arbitrator, the Administrator shall appoint the arbitrator.

Sec. 6. Upon his selection the Arbitrator, with the assistance of the Administrator, shall set and hold a hearing within seven (7) days. The Administrator shall notify the employer and the appropriate National and International Unions and Employer Associations by facsimile or other electronic means of the place and time chosen for the hearing. Said hearing shall be held in Washington, D.C. or, for a dispute arising in Canada, in Eastern, Central or Western Canada as determined by the Administrator. A failure of any party or parties to attend said hearing without good cause, as determined by the Administrator, shall not delay the hearing of evidence or issuance of a decision by the Arbitrator.

Sec. 7. The Arbitrator shall issue his decision within three (3) days after the case has been closed. The

decision of the Arbitrator shall be final and binding on all parties to the dispute.

Sec. 8. In rendering his decision, the Arbitrator shall determine:

(a) First whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between the National or International Unions to the dispute governs;

(b) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a previous decision of record governing the case, the Arbitrator shall give equal weight to such decision of record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record and established trade practice in the industry rather than the prevailing practice in the locality; and

(c) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute.

Sec. 9. Agreements of record are applicable only to the parties signatory to such agreements. Decisions of record are applicable to all trades except as provided for in the Decision of Record.

Sec. 10. The Arbitrator is not authorized to award back pay or any other damages for a misassignment of work. Nor may any party to this Plan bring an independent action for back pay or any other damages, based upon a decision of an Arbitrator, except that a party may seek back pay or damages for the period of non-compliance with an Arbitrator's decision from any party that fails to comply with such decision within seven business days of the issuance of the Arbitrator's decision.

Sec. 11. Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties as determined by the arbitrator if all parties are stipulated to the Plan, otherwise as determined by the Arbitrator. An administrative fee, in accordance with the fee schedule established by the JAC, shall be paid to the Plan by any party that is not affiliated with one of the organizations signatory to this Agreement.

Sec. 12. Any party to a dispute that has been arbitrated that believes the Arbitrator failed to address the established criteria of Article V, Section 8, may request the JAC to consider an appeal. No appeal may be processed unless the Arbitrator's decision has been implemented.

Sec. 13. A request to consider an appeal from a final decision of a Plan Arbitrator shall be filed with the Administrator, with copies to the other parties to the dispute, within five days of the date the Administrator transmitted the Arbitrator's decision. The request to consider an appeal shall include a copy of the Arbitrator's decision being appealed and a statement describing the basis of the claim that the Arbitrator failed to address the established criteria of Article V, Section 8. The other parties to the dispute shall have three days to submit to the Administrator, with copies to the other parties, a response to the request for appeal.

Sec. 14. Once the submissions of the parties are complete, the Administrator shall distribute copies of the appeal to the members of the JAC that are not parties to the dispute. Within five days from receipt of the submissions, each member of the JAC shall notify the Administrator whether the appeal should be heard. If a majority of the JAC does not wish to consider the appeal, the decision of the Arbitrator shall be final and binding. If a majority of the JAC members believes the appeal has merit, the Administrator shall arrange for a meeting of the JAC, which may be by telephone conference, to consider the appeal. The sole issue to be considered on appeal is whether the Arbitrator failed to

address the established criteria of Article V, Section 8.

Sec. 15. If the JAC determines that the Arbitrator failed to address the established criteria of Article V, Section 8, it shall remand the case to the Administrator to process for a hearing before a new Plan Arbitrator.

ARTICLE VI CONTINUATION OF WORK

Sec. 1. During the existence of this Agreement, there shall be no strikes, work stoppages or picketing arising out of any jurisdictional dispute. Contractors and subcontractors shall make work assignments in accordance with Article I of the Procedural Rules and Regulations. Members of National and International Unions and their Local affiliates stipulated to the Plan shall continue to work on the basis of their original assignment.

Sec. 2. Recognizing that it is in the best interests of the parties to this Agreement, the Department, on behalf of itself and the General Presidents of each of the National and International Unions stipulated to the Plan reaffirm their desire to eliminate work stoppages, slowdowns and other impediments to job progress and their intent to comply with the provisions of the Plan prohibiting jurisdictional strikes and agree to enforce these provisions by direction and action of their respective National or International offices. In the event of a work stoppage, slowdown or other impediment to job progress, the employer or National or International Union may take the following course

of action:

(a) The employer or National or International Union shall notify the Administrator or his designee of the alleged breach of this Article. Notice to the Administrator shall be by the most expeditious means available, with simultaneous notice by facsimile or other electronic means to the party alleged to be in violation and the involved employer and National or International Union President(s). The employer will immediately use its best efforts to cease any violation of this article. The International President(s) will immediately instruct, order and use the best efforts of his office to cause the local union or unions to cease any violation of this article. A National or International Union complying with this obligation shall not be liable for unauthorized acts of its local union.

(b) Upon receipt of said notice, the Administrator or his designee shall select an arbitrator from a panel of arbitrators chosen by the JAC.

(c) Upon his selection, the Arbitrator shall hold a hearing within 24 hours if it is contended that the violation still exists.

(d) The Arbitrator, with the assistance of the Administrator, shall notify the employer, the local union(s) and the appropriate National or International Union(s) and Employer Association(s) by facsimile or other electronic means of the place and time he has chosen for this hearing. Said hearing shall be held in Washington, D.C. or, for a dispute arising in Canada, in Eastern, Central or Western Canada as determined by the Administrator, and shall be

completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of a decision by the Arbitrator.

(e) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages. The Arbitrator's decision shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within 15 days, but its issuance shall not delay compliance with, or enforcement of, the decision. The Arbitrator may order cessation of the violation of this Article and other appropriate relief, and such decision shall be served on all parties by facsimile or other electronic means upon issuance.

(f) Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties as determined by the arbitrator.

ARTICLE VII ENFORCEMENT

Sec. 1. When the JAC has determined that an Employer or National or International Union is in violation of this Agreement, such Employer or National or International Union shall be denied a representative on any committee established by this Agreement and shall also be denied the right to process a case during the period

of violation.

Sec. 2. Any decision or interpretation rendered by an arbitrator shall be immediately accepted and complied with by all parties subject to this Agreement. If a party fails to accept and comply with a decision or interpretation rendered by an arbitrator or a ruling of the Administrator or the JAC, any party to the dispute may seek court enforcement of the decision or ruling.

(a) At the election of the party seeking enforcement, an Arbitrator's decision or a ruling of the Administrator or the JAC may be enforced in the United States District Court for the District of Columbia or any other court which has jurisdiction of the parties. All parties signatory or stipulated to this agreement consent to the jurisdiction of the United States District Court for the District of Columbia. For a dispute arising in Canada, an Arbitrator's decision or a ruling of the Administrator or the JAC may be enforced in the appropriate Canadian court.

(b) Any rights created by statute or law governing arbitration proceedings which are inconsistent with this Agreement or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.

(c) A party seeking enforcement of an Arbitrator's decision or ruling of the Administrator or JAC due to the failure of another party to abide by the decision or ruling shall be reimbursed by the party failing to abide by the decision or ruling for any attorneys' fees, court costs and expenses incurred, in addition to any back

pay or damages sought pursuant to Article V, Section 10.

ARTICLE VIII LOCAL BOARDS

Sec. 1. In any community or locality where a plan for the settlement of jurisdictional disputes has been recognized by the Department, it shall be used in the first instance to bring about an agreement, settlement or decision. However, any such local settlement, agreement or decision may be appealed by any of the involved parties in accordance with Section 2 and 3 of this Article.

Sec. 2. The Administrator is empowered to refer to arbitration, in accordance with Article V, Sections 5-10, any appeal from a decision or ruling of a Local Board recognized under Section 1. The authority of the Administrator to refer a case to arbitration shall be discretionary. The Administrator is authorized, subject to the prior approval of the JAC, to prescribe rules as to the types of cases he will refer to arbitration.

Sec. 3. The Administrator shall have the authority to establish such procedural regulations and administrative practices as may be required for the effective administration of this appeals procedure, subject to the prior approval of the JAC.

ARTICLE IX
OBLIGATIONS OF THE PARTIES

Sec. 1. Each Employer agrees that all cases, disputes or controversies involving jurisdictional disputes or assignments of work arising under this Agreement shall be resolved as provided herein, and shall comply with the decisions and rulings of the Administrator, the JAC, arbitrators or National Arbitration Panels established hereunder.

Sec. 2. Each Union agrees that all cases, disputes or controversies involving jurisdictional disputes or assignments of work arising under this Agreement shall be resolved as provided herein, and shall comply with the decisions and rulings of the Administrator, the JAC, arbitrators or National Arbitration Panels established hereunder. Each Union agrees that the establishment of picket lines and/or the stoppage of work by reason of an Employer's assignment of work are prohibited.

Sec. 3. The Administrator shall send a monthly report to the parties to this Agreement setting forth all information on jurisdictional disputes for that month. The report should include the location and job where the dispute occurred, the parties involved, the subject of the dispute and shall indicate whether any stoppage occurred or picket lines were established.

ARTICLE X
NATIONAL ARBITRATION PANEL

Sec. 1. National Arbitration Panels shall be established hereunder and shall be composed of three arbitrators, knowledgeable in the construction industry, appointed by the JAC.

Sec. 2.

(a) The JAC shall meet quarterly and among its other duties and responsibilities it shall, at each meeting, review the record of disputes filed with the Administrator and in particular shall review the record of decisions involving the same trades as submitted by the Administrator in accordance with Article IV, Section 6 hereof.

(b) A dispute will be declared repetitive by the JAC when in its judgment such dispute is disruptive to the industry or seriously jeopardizes the operational integrity of the Plan. All parties to the Plan may bring a dispute to the JAC for such determination. The JAC will develop such criteria and guidelines to determine what constitutes a repetitive dispute. The JAC will issue a written report to the party or parties who have requested a decision from the JAC involving the dispute referred for such consideration. The written report will be timely and reflect the circumstances and criteria used by the JAC to determine whether or not said dispute is in fact considered repetitive.

(c) In the event the JAC declares a dispute to be

repetitive, the JAC shall refer the matter to the National and International Unions involved for a period of not more than 90 days during which time the Unions shall consult with the Employer Associations who represent Employers who have responsibility for that type of work. The Unions shall endeavor to reach a national agreement governing future jurisdiction. The Administrator shall assist the Unions and may appoint a mediator to facilitate settlement. If an agreement is reached, it shall be attested to by the Administrator and shall serve as a criterion for decisions in future disputes. Should the National and International Unions fail to reach an agreement within 90 days, the Administrator shall refer the dispute to a National Arbitration Panel.

Sec. 3. In any case to go to a National Arbitration Panel, the Administrator shall notify all General Presidents of National and International Unions affiliated with the Department and the signatory Employer Associations stating the controversy to be considered. Only directly affected parties as determined by the JAC shall be allowed to intervene. Thirty days notice shall be given of the date set for the hearing. Briefs shall be submitted and exchanged by all parties to the dispute at least ten days prior to the hearing date.

Sec. 4. The National Arbitration Panel shall in every instance consider all pertinent evidence, including the criteria set forth in Article V, Section 8, and shall render a decision, if possible, within ten (10) days after the conclusion of the hearings. Copies of the National Arbitration Panel's decision shall be sent to

all parties signatory to this Agreement.

Decisions of the National Arbitration Panel shall be immediately recognized under the provisions of the Constitution of the Department. Decisions of the National Arbitration Panel shall be immediately accepted and complied with by the disputing unions.

Sec. 5. In the event any party to a dispute fails to present its case within the stated time, the National Arbitration Panel shall, nevertheless, proceed with the case and make its decision on the basis of the evidence presented.

ARTICLE XI TECHNOLOGICAL CHANGES

Sec. 1. The JAC shall establish a standing Technological Change Committee. The Committee shall concern itself with technological changes in the building and construction industry as they affect the jurisdiction of the various unions in the building and construction industry. The Committee shall consist of ten members from the Building and Construction Trades Department and ten members from the signatory Employer Associations, respectively. The Committee shall select a chairman and a secretary.

Sec. 2. The Committee is authorized to establish subcommittees provided that there is equal representation of labor and management on each subcommittee. Each subcommittee shall elect a chairman and a secretary.

Sec. 3. The Committee shall study existing

methods of construction and procedures as they relate to technological changes in the industry and make recommendations to the JAC. The Committee may refer particular items to the crafts concerned who may establish committees to determine craft jurisdiction and report their decisions to the Department and the signatory Employer Associations.

Sec. 4. The Committee shall submit a report of its activities, including reports from any subcommittees, quarterly to the JAC.

ARTICLE XII NATIONAL AGREEMENTS REGARDING JURISDICTION

Sec. 1. When national agreements regarding jurisdiction between National or International Unions have been negotiated, immediate notice of such agreements shall be given to the appropriate management groups. Prior consultation with such groups regarding the making of agreements between National or International Unions is desirable and should be carried on.

Sec. 2. National agreements entered into and properly signed by disputing National or International Unions shall be filed with the Administrator and attested by the Administrator. Such national agreements shall take effect prospectively and shall not apply to jobs in process at the time of execution. "Jobs in process" means any construction contract upon which the date for

submission of bids or proposals has passed.

ARTICLE XIII
EFFECTIVE DATE, TERMINATION, CHANGE
AND WITHDRAWAL

Sec. 1. This Agreement shall take effect on January 1, 2009, and shall remain in force and effect until December 31, 2009, and shall continue in effect for each year thereafter unless terminated as provided for herein. Changes or amendments to this Agreement may be made as provided for herein.

Sec. 2. If either the Department or any signatory Employer Association desires to change or terminate this Agreement it shall notify the other party in writing at least ninety (90) days before the anniversary date of this agreement. When notice for change is given, the nature of the changes desired must be specified in the notice. 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 hereto, the same as this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the day and year above written.

FOR THE BUILDING AND CONSTRUCTION
TRADES DEPARTMENT, AFL-CIO

MARK H. AYERS
President

FOR THE EMPLOYER ASSOCIATIONS

North American Contractors Association
IZ CAKRANE

National Electrical Contractors Association
JOHN M. GRAU

Mechanical Contractors Association of America, Inc.
JOHN McNERNEY

The Association of Union Constructors
STEPHEN R. LINDAUER

Sheet Metal and Air Conditioning Contractors
National Association
DEBORAH WYANDT