The first Arbitrator was Dr. George W. Taylor of the University of Pennsylvania, who handled this ground-breaking assignment with his usual skill and success. He issued ten decisions in 1952 and three in 1953. I succeeded him in April, 1953 and issued two decisions in 1953 and seven in 1954. I resigned at the end of 1954. My successor has not yet been appointed.* All of Dr. Taylor's decisions and mine were accepted as final and binding.

THE ARBITRATION OF JURISDICTIONAL DISPUTES IN THE BUILDING INDUSTRY

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In order to understand the jurisdictional arrangements in the building and construction industry, it would ideally be essential to paint in detail the background of that industry, the peculiar features of its technology and labor relations, and the history which created work assignment disputes as they have existed for many years.[1] But there is only time here to focus our attention very sharply on the immediate assigment of the operation of the jurisdictional disputes machinery.

The National Joint Board was created by agreement, effective May 1, 1948, and on March 31, 1955, we will have completed our seventh year. The Board is comprised of four regular representatives on the contractors' side, two from general contractors associations and two from national specialty contractors associations; on the union side

* ED. NOTE: The CIO subsequently announced the appointment of David H. Stowe of Washington, D. C., to succeed Dr. Feinsinger.

[1] See, for instance John T. Dunlop and Arthur D. Hill, *The Wage Adjustment Board*, Cambridge, Harvard University Press, 1950, pp., 1-15 and "Jurisdictional Disputes," *Proceedings of New York University Second Annual Conference on Labor*, 1949, pp. 477-504.

there are two drawn from general trades and two drawn from specialty trades. There are four alternates on each side, and they customarily come and participate in the weekly meetings of the Board.

The only problem which concerns the Board is the problem of work assignment: which trade shall perform certain work? Who shall put in a metal ceiling? Who shall lay a lateral sewer pipe, and where does a main sewer end and a lateral begin? Who shall install metal windows? Who shall put up the backing to toilet accessories? All of these enormous questions might seem very trivial to someone who has not tried to erect a building. The problem might otherwise be put: Is the assignment of work made by the contractor appropriate under the rules of the National Joint Board or shall the Board direct a change in assignment?

The National Joint Board was created by agreement between the Building and Construction Trades Department of the AFL, and the Associated General Contractors. It comprises 19 international unions and some seven national specialty contractor groups. This agreement, first signed in 1948, has run from year to year and has been extended and modified in minor respects in yearly negotiations.

The work of the Board may be divided into three broad areas: First, there is the problem of maintaining the jobs, the projects, free from work interruptions and stoppages on a day to day basis.

The National Joint Board for the first time in this industry formalized a set of rules, known as procedural rules, which set forth the standards which a contractor must follow in making an assignment of work. In particular, it specifies that he must assign the work instead of trying to get a decision ahead of making an assignment. He is required to look over the "green book" which constitutes the decisions and agreements of record, to look over a variety of agreements that exist between the unions, and if none apply to assign the work according to the prevailing practice in that locality. In any event, he must make a specific assignment of work. The union is then required to stay at work and, if it desires, to protest that assignment to the Board through its international president.

The first level of operations are those most immediately under my supervision by delegation from the National Joint Board. Each day wires are sent to the Board about stoppages of work or misassignments of work by contractors, or changes of assignments by contractors, a thousand and one examples of human ingenuity. These communications must be answered and answered promptly, typically by wire or telephone since jobs may be shut down as men believe they are being deprived of their rightful work opportunities. That is the first level of operation.

During 1954 the Board handled 511 work stoppages; also there were some 1500 or 1700 specific problems that were presented on a day to day basis regarding the application of rules of the Board.

Of those 511 stoppages, there were some 70 picket lines; that is an aggravated form of violation of the agreement, because not only does it shut down one craft, but typically a picket line tends to shut down the project as a whole. That is the first level of operation of the Board.

The second level of operation is the making of decisions on a particular dispute on a particular job, or what we call job decisions. That responsibility is the Board's and the Board's alone. To have a decision made, somebody must ask for it, either the contractor or one of the disputing unions. Typically one of the unions asks for the decision, obviously the union which has not secured the work assignment from the contractor. That union presents its case to the Board. The other union is given five days to present its position.

All communications with a union are with the International Union headquarters, never the local union. Contractors send samples, blueprints, drawings and descriptions of work. The Board then considers the written statements of the two unions, the information and facts from the contractors are reported, and the Board makes its decision.

During the year 1954 the Board met forty times, including forty-seven total days, rendered a total of some 500 actions on different jobs throughout the country, 267 of which might be called job decisions, in the narrow sense. The others were some form of action on

the job. The Board holds hearings after a job decision has been made on appeal, and at that time will review the decision that the Board has made. We heard eight or ten such oral appeals last year.

In addition, the National Joint Board will receive an appeal from any of three cities of the United States which has power to make its own initial decisions under long standing local machinery; the three cities being New York, Chicago and Boston.

More than 99 percent of the actions of the Board are unanimous, and in the seven years that the Board has been in existence, I have found it necessary to break a tie in only three cases. No such case has arisen in the past three or four years.

The third level of operations of the Board is the making of a national decision, or the mediation of national agreements. A separate procedure is available to make national decisions, and over the years some seven or eight national decisions have been made.

I early came to the conclusion that national decisions were not the way to settle these disputes except as a very last resort, because trades were experts in twisting words in a national decision and continuing the war, and so the policy was evolved, with the full support of the Board, of setting up committees of the two unions and sitting down and negotiating agreements between them. During these seven years there have been seventeen or eighteen of these agreements negotiated, many of them very elaborate, containing pictures and drawings of the division of work.

For example, I hold in my hand an agreement between the Boilermakers and the Iron Workers that took some four years of committee work, which contains a great many different work items, including every conceivable part of a blast furnace of interest to these two trades and specifies who should put in each particular part.

These agreements, I think, have substantially changed the picture in recent years and have gone far to improve the relations between the trades and to provide a definite basis on which a contractor may assign work.

Now, I want to emphasize two points which should perhaps stand out in drawing these brief remarks to a close.

1. This is a Joint Board. Unlike the CIO plan or unlike the problems considered in the AFL-CIO no-raiding agreement, the employers are a vital part of this plan. I am chairman of a Board composed of both. In the construction industry employers are vitally involved in jurisdictional disputes. They create as many of them as the unions do, and it is only fair that they should participate in their solution.

The interests of different groups of contractors are highly conflicting, and certain unions have relations with certain contractors which are opposed to other unions and their contractors, and this is a vital part of the whole jurisdictional disputes problem in this industry, perhaps most fundamental of all.

2. I would emphasize that as time has gone on, the way in which the agreement has actually worked has changed. I think it is fair to say that the parties in this industry did not fully understand their problem. The most fundamental thing that the Board has done has been to serve as a forum in which representatives of the industry spend time and are compelled to understand and study their problem.[2]

Contractors spend hours considering the flow of work on a job and scheduling and designing of materials, but they seldom spend any time studying what assignment of work they should make ahead of time. The Board has provided a mechanism to keep unions working at agreements. The industry as a whole had no forum in which to consider its problems, and I think that constitutes the single most important contribution of the Board.

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[2] See John T. Dunlop, "Jurisdictional Disputes: The Types," *The Constructor*, July 1953.