

To All Contractors and Subcontractors

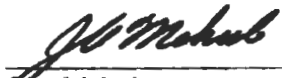
Re: LAUSD PSA Section 8.1
Contractor's Responsibility to Assign Work in Good Faith

Under Section 8.1 of the PSA, a contractor has the responsibility to assign its work to particular craft union(s) in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan"). Such work assignments will be made in good faith and in accordance with the Plan. Another craft union may challenge a work assignment by that contractor through the Plan's jurisdictional dispute procedure.

The Plan specifies the criteria to be used by contractors in making work assignments in Article I of the Procedural Rules (titled "Contractor's Responsibility"), section 2, paragraph (d).


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

The criteria contractors must use in making work assignments are contained in Article V, Section 8 of the Plan, which specifies the guidelines for an Arbitrator to follow when making a decision on a dispute over an assignment of work. Article V, Section 8 of the Plan was recently amended, and a copy of that amendment, effective as of March 15, 2008, is attached.



Guy Mehula
Chief Facilities Executive
LOS ANGELES UNIFIED SCHOOL DISTRICT

1 OCT 2008
Date



Richard Slawson
Executive Secretary
LOS ANGELES/ORANGE COUNTIES BUILDING
AND CONSTRUCTION TRADES COUNCIL

October 1, 2008
Date

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

900 7th Street, N.W., Suite 1000, Washington, D.C. 20001

(202) 785-9300

Fax (202) 775-1950

NOTICE: The parties to the Plan have amended Article V, Section 8. The amendment applies to all cases filed on or after March 15, 2008. The new language is:

Article V, 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 and 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.

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.