

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

April 27, 2011

VIA FACSIMILE

Patrick D. Finley, General President
Operative Plasterers' and Cement Masons'
International Association of the United States
and Canada
11720 Beltsville Drive, Suite 700
Beltsville, MD 20705

Terence M. O'Sullivan, General President
Laborers' International Union
of North America
905 16th Street, N.W.
Washington, D.C. 20006

Straight Line General Contractors, Inc.
4747 Oceanside Boulevard, Suite C
Oceanside, CA 92056

RE: CA 3/25/11

Gentlemen:

Attached is a copy of Arbitrator Kardy's decision in the above-referenced case.
A copy of the original decision will be mailed to you.

Sincerely,

Richard M. Resnick (vet)
Richard M. Resnick
Administrator and Counsel to the Plan

Attachment

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Jurisdiction



Walter M. Kardy

ARBITRATOR'S DECISION

April 22, 2011

CASE: Plan for the Settlement of Jurisdictional Disputes in the Construction Industry

-Plan Case No. CA 3/25/11

PARTIES TO THE DISPUTE:

-Laborers International Union of North America, represented by Gregory A. Davis, Assistant Director Construction Department

-Operative Plasterers' and Cement Masons' International Association of the United States and Canada, represented by Rob R. Mason, International Director of Jurisdiction

-Straight Line General Contractors, Inc., not represented.

PRESENTATION AND HEARING

The Arbitrator began the hearing at 10:30AM on April 21, 2011 in the offices of the Administrator of the Plan, Richard M. Resnick of Sherman, Dunn, Cohen, Leifer and Yelig, PC at 900 7th Street NW, Suite 1000, Washington DC 20001. Walter M. Kardy was the Arbitrator.

The Arbitrator, after greetings to all parties, established that all parties to the dispute were stipulated to the Plan. Next the Arbitrator referenced to the parties the sections of the Plan which govern the Arbitrators' procedures in deciding a case (Article V, Section 8, subparagraphs a), b), c), d) and e).

Mr. Davis of the Laborers began the discussion of the case. The case is concerned with concrete work, including handling of the chute, all pouring and placing of concrete and stripping of forms. This work is being performed under the San Diego Unified School District Project Labor Agreement by Straight Line General Contractors, Inc. at the Point Loma High School in San Diego, California. Under his contract, the Contractor had assigned all concrete work to the Cement Masons. Specifically the work in question at the Point Loma High School is concerned with the rehabilitation and rebuilding of two existing buildings, namely the Music Center building and the Motion Pictures building. The actual work on these masonry buildings includes demolition, patching,

reinforcement, substantial new construction and ancillary work like construction of new sidewalks.

Mr. Davis made a detailed and complete presentation, both verbally and in a written presentation, making his claim for the concrete work in question.

Mr. Davis was followed by Mr. Mason of the Cement Finishers, who also made a complete presentation, both verbally and with a written presentation, supporting his union's position in regard to this work.

Mr. Mason made strong points that the work in question was small in scope and that parts of the work had already been completed by a relatively small crew of workmen.

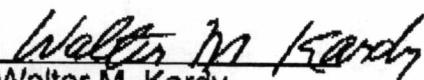
THE FACTS:

In applying the criteria to be followed by the Arbitrator in deciding this case, the parties to the dispute and the Arbitrator agreed that there is no agreement of record or applicable agreement between the two crafts in this case, nor is there an applicable decision of record. In his opening presentation the Cement Finisher made reference to two published cases, one between the Carpenters and Laborers titled "Memorandum on Concrete Forms" which had to do with stripping of forms and the second, a Decision of Record, titled "Setting of Screeds in Cement Construction and Form Work", this a decision between the Carpenters and Cement Finishers. Neither of these cases have direct applicability here since the real issue in dispute is the pouring and placing of concrete.

This left the Arbitrator to consider the matter of established trade practice and prevailing practice in the area. There was considerable detail shown by the Laborers that concrete work, such as, handling of the chute, all pouring and placing of concrete and the stripping of forms, has predominately been work performed by the Laborer in the San Diego area. On this matter of established trade practice and prevailing practice the Cement Finisher had furnished insufficient evidence to support his position in this case.

THE DECISION:

The Arbitrator finds, considering the established trade practice in the industry and prevailing practice in the locality, particularly over the past ten years, that the concrete work in question is the work of the Laborer. The Cement Finisher is the losing party. This decision applies to this job only.


Walter M. Kardy