

IRON WORK

135

-Iron work, drip pans, elevator.

The assembling and installing of drip pans for elevators at a building shall be done by housesmiths. This does not apply to pans under water pressure. -Resolution of Board of Governors, March 23, 1904.

135a

-Trench housing of cast Iron, erection of.

United Housesmiths' Union, Local No. 52 vs. the Enterprise Association, Local Union No. 638, and the Progress Association, Local Union No. 639-New York Steam Plant, First Avenue and 35th Street, New York, N. Y.

The Committee finds that the housing of cast iron in question on the New York Steam Plant is work that should be done by the iron worker. -Decision of Executive Committee, January 8, 1931.

135-2a

-Troughs, metal, to house cables for broadcasting purposes and make finished floor, installation of.

Electrical Workers, Local No. 3 vs. Housesmiths' Local No.52 -Rockefeller Center, Sixth Avenue and 49th Street, New York, N. Y.

The complaint is dismissed. -Decision of Executive Committee, March 20, 1933.

136

-Lamp posts, cast Iron, setting of and drilling of holes for.

Housesmiths and Bridgemen vs. Brotherhood of Electrical Workers

No. 3-East River (Williamsburgh) Bridge.

In the opinion of the General Arbitration Board, the Electrical Workers Union No. 3 should immediately ratify the agreement made by its committee with the Housesmiths and Bridgemen's Union on April 20, 1904.-Resolution of General Arbitration Board, May 11, 1904.

Agreement of April 20, 1904, between the Housesmiths and Bridgemen and the Brotherhood of Electrical Workers No. 3:

After thoroughly discussing and entering into detailed reports, in the case of the Telephone building, the electricians agreed that this work belongs to the iron workers. This does not include the slide for pipe rest.

It is further agreed that the drilling of holes through iron where it requires the services of one man for eight hours or more be conceded to the iron worker, and the electrical workers agree to send for an iron man when the work involved requires more than eight hours' work continuously.

136a

-Lamp posts, metal, setting of.

Ornamental and Architectural Iron, Bronze and Metal Specialties, Local Union No. 447 vs. Electrical Workers, Local No. 3-West Side Highway, New York, N. Y.

From the evidence submitted, the Committee finds that the work in question is not in the possession of the electrical worker or the iron worker. -Decision of Executive Committee, April 13, 1937.

137

-Angle Iron frame for wire, erection of.

Housesmiths and Bridgemen's Union vs. Daniel Papay, -Aviary, Bronx Park.

Mr. Papay is instructed to employ housesmiths to put up the angle iron frame work for wire on the Bronx Park and other jobs. -Decision of Executive Committee, July 26, 1905.

137a

-Wire work connected with Switchboards, erection of.

Housesmiths, Local No. 52 vs. Electrical Workers, Local No. 3-Bronx County Court House, Grand Concourse and 161st Street, New York, N.Y.

The Committee finds that the wire work in connection with the switchboard as installed in the job in question is not in the possession of the housemiths or the electricians. -Decision of Executive Committee, 5 March 7, 1933.

138

-Smoke stacks, iron and steel, erection of.

Housesmiths and Bridgemen's Union and The Iron League Erectors' Association vs. The Riggers' Protective Union and the Master Steam and Hot Water Fitters' Association.

I find and determine the rights of the parties to this arbitration to be as follows:

First: The complainants are exclusively entitled to erect iron and steel smokestacks heavier than ten gauge, either inside or outside of buildings, in connection only with the erection of new buildings of iron or steel frame construction or in which iron or steel beams or girders are used.

Second: Otherwise than as prescribed in the foregoing finding designated "First," no party to this arbitration has any exclusive jurisdiction in erection of stacks of the character above specified. - Decision Umpire (Charles Stewart Smith), August 10, 1905.

139

-Drilling of holes In Iron.

Housesmiths and Bridgemen's Union vs. Electrical Workers' Union.

The drilling of holes through iron where it requires the services of one man for eight hours or more is conceded to the iron workers. The electrical workers shall send for iron men when the work involved requires more than eight hours' work continuously. -Decision of Executive Committee, Sept. 20, 1905.

139a

-Supports for bridge lighting, Installation of.

Iron Workers, Local No. 40 vs. Electrical Workers, Local No. 3 Verrazano-Narrows Bridge.

The installation of steel or iron supports larger than 3" and the providing of holes and the installation of bolts in same where it requires the services of one man for eight hours or more, is the work of the Iron Worker. -Decision of the Executive Committee, February 27, 1969.

139b

- Installation of Support Brackets on Elevated Subway Tracks - Roosevelt Avenue 110th - 112th Street.

Iron Workers Local No. 40 vs. International Brotherhood of Electrical Workers Local No. 3.

The Arbitration Panel finds that the work in question is the same as that determined by Green Book 139A and the work of the Ironworker.

140

-Angle Iron frame for wire work, erection of.

Housesmiths and Bridgemen's Union vs. Estey Wire Works -Gouverneur Hospital.

The secretary is instructed to notify the Estey Wire Works and the Wire Work Manufacturers' Association that the members of said association must employ housesmiths to put up angle iron frame work on all jobs. -Decision of Executive Committee, October 25, 1905.

140a

-Frame work, Iron, for signs, erection of.

Iron Workers, Local Nos. 40, 361 and 447 vs. Sheet Metal Workers, Local No. 137 (Sign Hangers Division).

The Committee finds that the erection of iron frame work in connection with signs is work that is in the possession of the iron workers.-Decision of Executive Committee, April 13, 1937.

140b

-Framework, steel, for Quonset Huts, erection of.

-steel sheets, corrugated, for exterior covering of Quonset Huts, Installation of.

Structural Iron Workers, Local No. 361 and Sheet Metal Workers, Local No. 28 vs. Carpenters District Council-Veteran's Temporary Housing, Canarsie, Brooklyn, N. Y.

The committee finds that the erection of the structural members forming the framework of Quonset Huts on the job in question is the work of the iron workers; and the installation of the exterior covering of corrugated steel sheets is the work of the sheet metal worker&-Decision of Executive Committee, March 27, 1946.

140c

The Localized Removal of Paint with Needle Scalars and Other tools in the Preparation of Steel Surfaces for Structural Repairs and Renovations on Bridges, Viaducts and Subway Structures.

Iron Workers Local 361 vs. Building, Concrete and Excavating Laborers Local 731 - Stillwell Avenue Subway.

On the evidence presented, the Arbitration Panel finds the work in question is the work of the Iron Workers Local 361, May 13, 2002.

141

-Rigging.

Riggers' Protective Union vs. Master Steam and Hot Water Fitters' Association.

The complaints of the Riggers' Protective Union against members of the Master Steam Fitters' Association are dismissed and the Master Steam Fitters are directed that where they do employ riggers they must employ members of the Riggers' Union, a party to the Arbitration Plan.-Decision of Executive Committee, August 10, 1906.

141a

-Rigging.

International Association of Bridge and Structural Iron Workers, Local No. 40, and Riggers Local No. 170.

In the arbitration between Local 40 of the I. A. B. & S. I. W., and Local 170 of the I. A. B. & S. I. W., as to the handling of stokers, agitators, pulverizers, coolers, blowers, crushers, machinery, fabricated tanks, boilers, both sectional and tubular, pumps, motors, compressors, condensers, mixers, smoke stacks, safes, engines, erection and dismantling of derricks and cranes, and numerous other machinery, having considered all the testimony and briefs presented, the same showing great conflict as to the methods under which the work claimed by both has been performed, it has been necessary

for me to take up some basic principles before arriving at a conclusion.

It would seem necessary first to determine what would be the plain line of demarcation as between these two locals, and in doing so one arrives at the conclusion that Local 40 men are primarily erectors of structural steel, and that Local 170 men are primarily riggers and machinery movers, and with these facts established, it appears that each local has its own place in construction work, and therefore,

It is my decision that Local 40 men working principally for erectors of steel, should not be deprived of handling any material for the contractor for the structural steel, and,

I further find that Local 170 men working for rigging employers, and also for other employers in the handling of materials to be set by other trades, and doing no erection work themselves, are entitled to the handling and rigging of all work to be set by the other trades.

It would seem that to attempt to name materials to be handled by one or the other of these Locals, would not accomplish anything, as new materials and methods are being adopted from day to day.

As to the erection of derricks or cranes, to be used by other trades than the Iron Worker, it should be optional with the employer to employ either Riggers or Structural Iron Workers. -Decision of Arbitrator, P. J. Commerford, March 2, 1927.

141b

-Printing press machinery, handling of.

International Association of Machinists, District No. 15 vs. W. J. Casey Trucking & Rigging Co., and Riggers & Machinery Movers of New York and Vicinity, Local No. 170 -New York Times Bldg., Brooklyn Branch, 3rd Avenue and Pacific St., Brooklyn, N. Y.

In view of the conflicting decisions by the President of the American Federation of Labor and the Secretary of the Building Trades Department of the American Federation of Labor and the decision of November 20, 1929, of a Special Committee of the Building Trades Council of New York and Vicinity, the Executive Committee of the Building Trades Employers' Association recommends that the Riggers handle to its approximate base all printing press machinery and that the machinists and machinists' helpers and riggers work together in the setting of the machinery on the printing press bed. -Decision of the Executive Committee, October 28, 1930.

141-2b

-Printing press machinery, handling and rigging of.

Riggers and Machinery Movers, Local 170 vs. Machinists' Helpers -World Telegram Building, Barclay and West Streets, New York, N. Y.

The complaint is sustained. The Committee finds that the work in question is recognized to be in the possession of the riggers. -Decision of Executive Committee, June 2, 1931.

-Iron work, window frames and window transoms, bronze, Installation of.

Iron Workers vs. Carpenter,,—Lord & Taylor Building.

The cast metal work should be erected by the Iron Workers. -Decision of Special Board, January 15, 1914.

The show window frames of drawn metal shall be erected by either the carpenter or the iron worker, as the employer doing the work may elect. -Decision of Umpire (Ross F. Tucker), January 16, 1914.

142a

-Frames, bronze, In which reflectors for Indirect lighting are to be placed, erection of.

Housesmiths, Local No. 52 vs. Electrical Workers, Local No. 3 -Bankers Trust Building, 14 Wall Street, New York.

The Committee finds that the work of erecting the bronze frames on the job in question is in the possession of the housesmith. -Decision of Executive Committee, Feb. 6, 1933.

142b

-Ornaments, bronze, cast, exterior, erection of.

Ornamental and Architectural Iron, Bronze and Metal Specialties, Local Union No. 477 vs. Electrical Workers, Local No. 3 International Building, Rockefeller Center, New York, N. Y.

The Committee finds that the work of erecting the ornamental bronze as erected on the job in question is work that is covered by Decision No. 142a. -Decision of Executive Committee, May 4, 1936.

142c

-Framework carrying glass signs and enameled Iron reflectors, erection of.

Ornamental and Architectural Iron, Bronze and Metal Specialties, Local Union No. 447 vs. Electrical Workers, Local No. 3 -Horn and Hardart Automat, 250 West 42nd Street, New York, N. Y.

The Committee finds that the work as installed on the job in question consisting of the framework carrying the glass signs and the enameled iron used as a reflector is in the possession of the ornamental iron worker. -Decision of Executive Committee, May 4, 1936.

142-2c

-Frames, bronze, for light boxes in tunnels, erection of.

Ornamental and Architectural Iron, Bronze and Metal Specialties, Local No. 580 vs. Electrical Workers, Local No. 3 -Midtown Tunnel, East River, New York, N. Y.

The committee finds that the erection of the cast or extruded bronze light box frames for the recessed lighting used on the job in question and in like tunnels is the work of the ornamental iron worker. - Decision of Executive Committee, November 26, 1940.

142-3c

-Tray rails and food display cases for cafeterias, erection of.

In the matter of the dispute between the Ornamental and Architectural Iron, Bronze and Metal Specialties, Local No. 580 and the Sheet Metal Workers, Local No. 28-Forest Hills High School, 66th to 67th Road and I 10th to 112 Street, New York, N. Y.

The committee finds that the erection of the tray rails and the food display cases of the type exhibited, is the work of the ornamental iron worker. -Decision of Executive Committee, April 16, 1941.

142d

-Guards, wrought Iron, to protect lights, erection of.

Ornamental and Architectural Iron, Bronze and Metal Specialties, Local No. 447 vs. Electrical Workers, Local No. 3-Pier 92, N. R., New York, N. Y.

The electricians conceded the work in question after examining job photographs submitted, therefore, the Committee finds that the work is in the possession of the iron worker. -Decision of Executive Committee, March 19, 1937.

143

-Partitions, steel.

Housesmiths and Bronze Erectors, No. 52 vs. Mare Eidlitz & Son -Western Union Building.

The structural iron of the partitions referred to in the complaint was five-thirty-seconds of an inch in thickness and they should have been erected by the iron workers. -Decision of Executive Committee, July 2, 1914.

143a

-Systems, Metal Furniture, Installation of.

Ornamental Iron Workers Local 580 vs. Carpenters District Council Continental Insurance Company job, Maiden Lane and Water Street, New York City (EX PARTE HEARING)

The Executive Committee finds that the installation of metal furniture systems is the work of Ornamental Iron Workers Local 580. -Decision of the Executive Committee, November 30, 1983.

144

-Furniture, metal, stacks and filing cases, shelving, erection of.

Housesmiths and Bronze Erectors, No. 52 vs. United States Metal Products Co. and the Carpenters - Western Union Building.

The erection of stacks, filing cases and metal furniture of the type installed in the Western Union Building is work that has been in the possession of the iron workers. -Decision of Executive Committee, July 2, 1914.

144a

-Casings, Iron, forming a duct and a part of book-stacks, erection of.

Sheet Metal Workers, Local No. 28 vs. International Association Bridge, Structural and Ornamental Iron Workers, Local No. 447 -Columbia Library, 535 West 114th Street, New York, N. Y.

The complaint is dismissed. -Decision of Executive Committee, January 16, 1934.

144-2a (Rescinded)

-Shelving, metal, for the Conserv-a-trieve filing system, Installation of.

Ornamental Iron Workers Local 580 vs. Carpenters District Council (Millwrights~-World Trade Center, New York City.

The Executive Committee finds that the installation of metal shelving for the Conserv-a-trieve filing system is the work of Ornamental Iron Workers Local Union 580. -Decision of the Executive Committee, July 2, 1973.

On January 23, 1974 the Executive Committee determined to rescind Decision 144-2a predicated upon confirmation of an announced agreement between the international Association of Bridge, Structural and Ornamental Iron Workers and the United Brotherhood of Carpenters and Joiners of America concerning the subject matter of this dispute.

Written confirmation having now been received from the two International Union concerned, Decision 144-2a is rescinded. -May 29, 1974.

144b

-Metal work benches, erection of.

Ornamental Iron Workers, Local No. 580 vs. Carpenters District Council-Lane Bryant Building, 523 W. 42nd St., New York, N. Y.

Upon the evidence submitted in the dispute over the erection of the type of benches on the job in question, the committee finds that the assembling of the metal parts, including the bench top supports of wood, is the work of the iron workers; and finds that the application of any parts of wood, or wood products to the assembly, is the work of the carpenters.-Decision of Executive Committee, September 13, 1944.

-Doors, corrugated sheet metal, fire (Saino).

Iron Workers vs. Carpenters and the Empire Art Metal Company. -Equitable Building.

The Committee finds that work of a similar character has been in the possession of the iron workers, and that the iron workers should therefore erect the doors in question, which are known as the Saino corrugated door. -Decision of Executive Committee, September 24, 1914.

146

-Doors, corrugated sheet metal, fire (Saino).

Question raised by the Empire Art Metal Co. and the Carpenters' Union.

The Committee finds that the decision of September 24, 1914, applies to all of the work necessary for the proper installation of the doors, including all attachments and parts attached after the doors are hung. -Decision of Executive Committee, October 5, 1914.

147

-Register faces.

Sheet Metal Workers vs. Housesmiths and Bronze Erectors, No. 52, William H. Jackson Co. and Hecla-Winslow Co. -Morgan Building, Broad and Wall Sts.

The register faces complained of consist of a cast bronze grill which is fastened to an iron frame or buck set in the marble, the frame or buck being furnished by the iron contractor, and the complaint is dismissed. -Decision of Executive Committee, October 16, 1914.

148

-Trim, steel, Installation of.

District Council of Carpenters vs. the Housesmiths and Bronze Erectors and the Hecla-Winslow Co. - Equitable Building.

The Committee finds that where the housesmiths install the bucks, which answer for a jamb, and hang the doors, it is not a violation of the Gaynor decision for the housesmiths to apply the finishing moulding around the bucks.

Note.-The intent of this decision is that if the housesmiths' work ceases when the bucks are installed and another trade installs the doors, the mechanics who install the doors may apply any finishing trim- Decision of Executive Committee, October 16, 1914.

149

-Bucks, setting of.

Iron Workers vs. J. Odell Whitenack and the Carpenters' Union -Long Island City.

The Committee finds that the work of setting bucks similar to those in question, is not in the sole possession of either the iron workers or the carpenters, but when bucks are set in quantities, they shall be set by the iron workers; provided that when about ten or fifteen bucks are to be set in a building, and at different times and at different places, they may be set by other mechanics. -Decision of Executive Committee, February 15, 1915.

149a

-Bucks, Iron elevator, assembling and setting of.

Housesmiths, Local 52 vs. Carpenters -North side of 42nd St., between Fifth and Sixth Aves.

The evidence shows that the work in question is not in the sole possession of either the iron workers or the carpenters, and, therefore, the complaint is dismissed. -Decision of Executive Committee, February 4, 1927.

149b

-Bucks, Iron elevator, setting and drilling and fastening of to columns and girders with 3/8" bolts.

Housesmiths, Local 52 vs. Carpenters -New Netherlands Hotel, 59th St. and Fifth Ave.

The evidence shows that the work in question is not in the sole possession of either the iron workers or the carpenters, and, therefore, the complaint is dismissed. -Decision of Executive Committee, February 4, 1927.

150

-Iron work, partitions, steel, erection of.

Carpenters vs. Iron Workers No. 52-Municipal Building.

Although the erection of work classed as "steel trim" has been awarded to the carpenters, the complaint of the carpenters is dismissed, for the reason that the contractor for the work on the Municipal Building has employed iron workers, for many years, to erect office partitions similar in character to those in question. -Decision of Executive Committee, April 20, 1915.

150a

-Partitions, toilet, erection of.

Carpenters vs. Iron Workers -Fishel Building, Broadway and 37th Street.

The complaint is dismissed. -Decision of Executive Committee, January 4, 1923.

150b

-Partitions, 10, 12 and 14 gauge steel, erection of.

Iron Workers vs. Carpenters -Federal Reserve Bank Building.

The erection of partitions of this type is work that is in the possession of the iron workers. -Decision of Executive Committee, March 18, 1924.

151

-Pipe racks and fixtures, erection of.

Steamfitters and Iron Workers vs. Carpenters -Parcel Post Building.

The Committee finds that the work of erecting racks and fixtures of iron pipe is work that is in the possession of the iron workers, the steamfitters and the plumbers, and wood work forming a part thereof is work that is in the possession of the carpenters. -Decision of Executive Committee, July 27, 1915.

151a

-Pipe rail fence, erection of.

Plumbers vs. Iron Workers and the Vulcan Rail Construction Co. -Coney Island Board Walk.

The complaint is dismissed. -Decision of Executive Committee, November 20, 1922.

151b

-Iron work, pipe railing, erection of.

Plumbers vs. Iron Workers and the Pipe Railing Construction Co. -Yankee Ball Park, 161st St. and Jerome Ave.

The complaint is dismissed. -Decision of Executive Committee, November 20, 1922.

152

-Windows, frame and sash, of metal, setting of.

Sheet Metal Workers vs. Harry E. Campbell Co., Fred T. Ley & Co., Inc., and Iron Workers' Union - 44th St. between Fifth and Sixth Ave.

The complaint is dismissed. -Decision of Executive Committee, November 10, 1916.

152a

-Metal windows, frame and sash, setting of.

Sheet Metal Workers vs. Iron Workers and David Lupton's Sons Co. -Building on 38th St., between Broadway and Sixth Ave.

The complaint is dismissed. -Decision of Executive committee, January 18, 1924.

153

-Elevator enclosures.

Iron Worker's vs. Carpenters. -Lispenard Telephone Building.

The erection of the six inch channel iron belongs to the iron workers. -Decision of Executive Committee, April 27, 1917.

153a

-Linings of elevator shafts, lo-gauge steel plates, erection of.

Iron Workers vs. Carpenters-Federal Reserve Bank Building.

The erection of the Z-bars and the 10-gauge steel plates used as linings on the inside of the fronts of the elevator shafts at the Federal Reserve Bank Building is work that has been in the possession of the iron worker&-Decision of Executive Committee, November 2, 1923.

153-2a

-Lining of elevator shafts, erection of.

Housesmiths, Local No. 52 vs. Sheet Metal Workers, Local No. 28 -Hotel Waldorf-Astoria, Park and Lexington Aves., 49th to 50th Streets, New York, N. Y.

The Committee finds that the work of lining the inside of the fronts of elevator shafts is in the possession of the housesmiths. -Decision of Executive Committee, Sept. 3, 1931.

154

-Doors, pier, all-steel, fire.

Iron Workers vs. the Carpenters (Millwrights)-Piers 46, 55, 56,and 57, North River.

We find that the work of assembling and erecting the Ogden all-steel, two section door is work that is in the possession of the iron workers. -Decision of Executive Committee, May 18, 1917.

154a

-Door and operating device, shipping, erection of.

Housesmiths, Local No. 52 vs. Carpenters' District Council (Millwrights) -Metropolitan Life Building, Fourth Avenue and 25th Street, New York, N. Y.

The Committee finds that the work of erecting the door and operating device on the Metropolitan Life job is in the possession of the housesmiths as expressed in the intent of Decision 154 of the

Handbook. -Decision of Executive Committee, July 26, 1932.

155

-Foreman In charge of Iron workers.

Housesmiths' Union, Local 52 vs. J. Edward Ogden Co. -Pier jobs.

The J. Edward Ogden Co. is advised that when six or more mechanics are employed (iron workers) the foreman in charge should be an iron worker. -Decision of Executive Committee, July 13, 1917.

156

-Bunk rack, iron pipe.

Steamfitters vs. Iron Workers and Vulcan Rail Construction Co. -Naval Cantonment Buildings, Brooklyn Navy Yard.

The complaint is dismissed. -Decision of Executive Committee, August 2, 1917.

157

-Lockers, metal, Installation of.

Iron Workers (Housesmiths' Finishers) vs. Sheet Metal Workers and the Canton Steel Ceiling Co. - Pennsylvania Hotel.

The work of installing and erecting the metal lockers is in the possession of the iron workers; except, that lockers manufactured by sheet metal firms, under union conditions, shall be erected by sheet metal workers. -Decision of Executive Committee and Committee representing the Board of Business Agents, February 4, 1919.

158

-Drain boxes, stable, laying of.

Plumbers vs. Housesmiths' Finishers and the Cutler Iron Works -8th Cavalry Armory, 94th St. and Park Ave.

The complaint is dismissed, for the reason that the work in question laying stable drain boxes, has not been in the sole possession of either the plumbers or the iron workers. -Decision of Executive Committee, May 7, 1919.

159

-Iron work, window frames, metal, Campbell, setting of.

Iron Workers vs. Carpenters' Union and George A. Fuller Co. -Munson Building.

The work of setting the Campbell metal window frames is work that is in the possession of the iron

workers, which condition was affirmed by a decision given on November 10, 1916, (Dec. No. 152) on the job of the Fred T. Ley Company, located on 44th Street, between Fifth and Sixth Avenues; and, the Committee deems it proper to advise the iron workers and the carpenters that our New York local decisions and customs should prevail, unless changed by a competent body representing both employers and employees. -Decision of Executive Committee, December 27, 1920.

Decision reaffirmed by Executive Committee, January 20, 1921.

160

-Window. frames, iron, setting of (manufactured by Richey, Browne & Donald).

Iron Workers vs. Carpenters' Union and Thompson -Starrett Company -Straus Building, 46th St. and Fifth Ave.

The setting of the iron window frames in question (manufactured by Richey, Browne & Donald) is work that has been and is now in the possession of the iron workers. -Decision of Executive Committee, January 20, 1921.

160a

-Stack framing In heating chamber, conveyor and track for handling coal and ashes, erection of.

Iron Workers vs. Steamfitters and E. Rutzler Co. -School Building, Baxter and Hester Sts.

The work (erection of stack framing in heating chamber and erection of conveyor and track), is not in the possession of a trade. -Decision of Executive Committee, November 2, 1921.

160-2a

-Standards or supports for steam mains, erection of.

Housesmiths, Local No. 52 vs. Enterprise Association of Steamfitters, Local No. 638 -Rikers Island.

The Committee finds that the erection of the channels, angles and I-beam supports to receive the hangers in the tunnel on the job in question is in the possession of the ironworker. -Decision of Executive Committee, December 23, 1931.

160-3a

-Supports, for hangers to carry steam pipes, structural steel, manufacture and erection of.

District Council of Iron Workers vs. Enterprise Association of Steamfitters, Local No. 638. Sherman Creek Generating Plant, Academy Street and Harlem River, New York, N. Y.

The committee finds that the work in question is not in the possession of the iron workers or the steamfitters. -Decision of Executive Committee, March 24, 1942.

160-4a

- Supports freestanding for Mechanical Equipment, handling and installation of.

Steamfitters Union Local No. 638 vs. Ornamental Ironworkers Union Local No. 580 - Manhattanville Bus Depot, New York, New York.

The Executive Committee finds that the work in question, the handling and installation of freestanding supports for mechanical equipment where the design is indicated in the structural section of the specifications, is the work of Ornamental Ironworkers Union Local 580 - Decision of Executive Committee, May 22, 1991.

160b

-Framing of cold-rolled steel, Installation of.

Metallic Lathers vs. Iron Workers and R. S. Voras & Co.-Hotel Building, Kew Gardens, L. I.

The installing of metal lumber, as used in the floor system of the hotel at Kew Gardens, is work that is not in the sole possession of a trade. -Decision of Executive Committee, June 8, 1922.

160c

-Iron work, ash chutes, Installation of.

Boiler Makers' Union, Local No. 2 vs. Structural Iron Workers, Local 40 -Hellgate Power House.

The Committee finds that the installation of ash chutes, according to the agreement between the International Brotherhood of Boiler Makers and the International Association of Bridge and Structural Iron Workers, dated November 11 and 12, 1910, and revised May 8, 1914, is in the possession of the iron workers. Decision of Executive Committee, November 24, 1924.

160-2c

-Grain storage bins, erection of.

Bridge and Structural Iron Workers, Local 40 vs. Boilermakers, Iron Ship Builders and Helpers, District No. 2 - Eichler Brewery, Third Avenue and 169 Street, New York, New York.

The Executive Committee finds on the evidence submitted that the work in question is in the possession of the Iron Workers. - Decision of Executive Committee, May 16, 1938.

The decision of the Building Trades Employers' Association of the City of New York, granting jurisdiction over the erection of grain storage bins in the Eichler Brewery to the International Association of Bridge, Structural and Ornamental Iron Workers is overruled and the dispute is declared to be one which must be submitted to arbitration according to the provisions of Section 7 of the agreement between the International Brotherhood of Boilermakers, Iron Ship Builders and Helpers and the International Association of Bridge, Structural and Ornamental Iron Workers.

(Signed) John A. Lapp, Referee
October 31, 1938

160d

-Gymnasium equipment, Installation of.

Iron Workers, Local 52 vs. Millwrights -Utrecht High School, Brooklyn.

The Committee finds that the work in question, the installation of gymnasium equipment, is not in the sole possession of the carpenters (millwrights) or the iron workers. -Decision of Executive Committee, May 22, 1925.

160-2d

-Scales, setting of.

Ornamental & Architectural Iron, Bronze & Metal Specialties, Local Union No. 447 vs. Carpenters' District Council (Millwrights, Local Union No. 740) -St. John's Terminal, West, Spring, Washington and Clarkson Streets, New York, N. Y.

The Committee finds that the work in question is not in the possession of a trade. -Decision of Executive Committee, May 31, 1934.

160-3d

-Beams and angles as supports for overhead tracking system, erection of.

International Association of Bridge, Structural and Ornamental Iron Workers, Local Union No. 361 vs. Carpenters' District Council (Millwrights, Local Union No. 740) -News Syndicate, 698 Pacific Street, Brooklyn, N. Y.

The Committee finds that the work in question is not in the possession of a trade. -Decision of Executive Committee, November 13, 1934.

160-4d

-Monorail, erection of.

Structural Iron Workers, Local No. 40 vs. Carpenters' District Council (Millwrights, Local No. 740) - Washburn Wireworks Plant, East River and 117th Street, New York, N. Y.

The Committee finds that the erection of monorails is work that is in the possession of the millwright. Any hot riveting in connection therewith is work that is in the possession of the iron worker.-Decision of Executive Committee, January 17, 1936.

160e

-Chute, glass-lined steel laundry, Installation of.

Plumbers vs. Iron Workers, Local No. 52. -St. Cecelia's Maternity Hospital, Brooklyn.

The Committee finds that the glass-lined steel laundry chute, as erected, in St. Cecelia's Maternity

Hospital, is of a type which is not covered by any agreement and which has not before been presented to us; the Committee, therefore, recommends that the question as to who shall perform this work be referred to a Special Board of Arbitration. -Decision of Executive Committee, July 26, 1926.

160-2e

-Mail Chutes, Installation of.

Ornamental Iron Workers Local 580 vs. Sheet Metal Workers Local 28. -Bayview Towers, Bayside Queens.

The Executive Committee finds that the installation of mailchutes is the work of the Ornamental Iron Workers Local 580. -Decision of the Executive Committee, December 1981.

160f

-Barriers, In connection with truck switches, Installation of.

Electrical Workers vs. Housesmiths, Local 52-14th Street Power House.

The complaint is dismissed, the contract having been let to an iron contractor, both to fabricate and to install. -Decision of Executive Committee, January 12, 1927.

160g

-Mullions and jambs, metal, Installation of.

Sheet Metal Workers vs. Iron Workers -Empire State Building, 34th Street and Fifth Avenue.

The Committee finds that the erection of the metal mullions and jambs in question when erected in advance of the stone and brick work is not in the possession of a trade. -Decision of Executive Committee, June 16, 1930.

160-5i

NEW YORK PLAN FOR THE SETTLEMENT OF JURISIDICION DISPUTES
IN THE MATTER OF THE ARBITRATION OF THE JURISDICTIONAL DISPUTE
between IRON WORKERS LOCAL 361 and-BOILERMAKERS NO. 5

OPINION AND AWARD IN FAVOR OF THE IRON WORKERS LOCAL 361

The work in dispute is:

The unloading, handling and erection of a wind wall around the perimeter of the Polletti power plant

A hearing was held on February 18, 2004 at which time representatives of the above-named Union appeared and were afforded full opportunity to offer evidence and argument and to examine and cross-examine witnesses.

The Undersigned served as Chairman of the Arbitration Board, joined by

Messrs. Robert Ansbro, J. Bidosky, III, Sam Mirian, and Anthony Pasqualini as members.

Appearances:

For Iron Workers Local 361:
Bill Tweet and Dick O' Kane

For Boilermakers No. 5.:
Jerry Connolly and Mark Vandiver

The parameters of the jurisdiction and authority of the Board of Arbitration is set forth in Section 3(i) of The New York Plan for Settlement of Jurisdictional Disputes. It reads:

(i) The arbitration panel shall be bound by Green Book decision or GCA decision where applicable, or where there are none, International Agreements of record between the trades. If none of these apply for any reason, including but not limited to reasons related to technological advances in the industry, the arbitral panel shall consider the established trade practice and the prevailing practice in the Greater New York geographical area.

Based on the evidence submitted the Board does not find controlling case precedents in the Green Book, nor International Agreement on point (The GCA standard is not applicable in this proceeding.) Though there are cited cases and Agreements on jurisdictional matters between these two Unions, none appear to involve a wind wall around the perimeter of not just a power plant, but a power plant containing or engulfing an air-cooled condenser. Also, the evidence on the trade practices in the Greater New York geographical area is mixed, with some relevant assignments to the Boilermakers and others to the Iron Workers. Hence, these "practices" are indeterminate.

In short, we find the case before us to be one of "first impression."

There is little dispute over the purpose and function of the wind wall. In simple terms it is to prevent aberrant gusts of winds and cross-winds from reaching the condenser or the fans of the condensers.

Rather it is designed to direct and regulate the flow of air in particular ways for the most efficient operation and use of the condenser. Indeed, in the absence of the wind wall, the efficiency of the condenser would be sharply reduced, if not impeded. Also, the wind wall serves to protect workers aloft (on the structure) from dangerous wind gusts and currents.

The Boilermakers assert the foregoing operational purposes and functions of the wind wall make the wall an integral and essential part of the condenser. And that therefore, because work involving the condenser is the acknowledged work of Boilermakers, the wind wall is Boilermakers' work too.

The Iron Workers see the wind wall as an integral part of the metal and iron structure of the power plant. Regardless of its purpose, it is a metal enclosure, located as part of the outer skin of the structure, as a façade thereof, and nothing more than part of the overall iron and steel skeleton structure of the power house itself is the acknowledged work of the Iron Workers (and possibly in some cases partially the work of the Sheetmetal Workers - a matter not before us) the installation of the instant wall is work that belongs to the Iron Workers.

As the Board sees it, critical to a determination is the fact that work on the condenser itself is not solely within the jurisdiction of the Boilermakers. For example, there is no dispute that the handing and installation of A Frames, which are unquestionably part of the condenser, is the work of the Steamfitters Union (because the A frames contain steam pipes).

So, the handing and installation of the integral components of the condenser have, jurisdictionally, been mixed, at least the Boilermakers and Steamfitters.

Significant also, to our minds, is that the "louvers," located just below the wall itself, and which also play a significant part in directing wind to the fans and condenser, have been installed on a similar cited structure to that one before us, by the Iron Workers, without challenge or objection by the Boilermakers.

Moreover, the evidence discloses that the Boilermakers perform no design or structural work on the wind wall, but simply claim the rights to install it. If there is any unique design to the wall, either as to size, component parts, or contour, all that is done beforehand by the manufacture of the wall, and delivered pre-designed to the job site for handing, installation and erection. So, neither contesting Union performs any custom work on the wall, but rather installs it as it has been made by the manufacture. That it is so delivered by the manufacture of the condenser (as are the A frames) is insufficient to make it so integral to the condenser itself as to impute or grant legal jurisdiction to the Boilermakers.

Finally and for the same reasons, the work of handing, installation and erection of the wind wall appears to be the same, regardless of the type or nature of the condenser located internally and the same even if there be no condenser at all.

For the foregoing reasons the Board has concluded that the wind wall is more closely related to the iron and metal structure of the building housing the condenser, then an integral part or component of the condenser itself.

For that reason, the disputed work belongs to and should be assigned to the Iron Workers.

Eric J, Schmertz, Chairman

DATED: February 23, 2004

STATE OF NEW YORK)

SS:

COUNTY OF NEW YORK)

I, Eric J. Schmertz do hereby affirm upon my Oath as Impartial Arbitrator that I am the individual described in and who executed this instrument, which is my AWARD.

160-5j

NEW YORK PLAN FOR THE RESOLUTION OF JURISDICTIONAL DISPUTES
IN THE MATTER OF THE ARBITRATION between IRON WORKERS LOCAL 361/ 40
-and-CARPENTERS LOCAL 926

OPINION AND AWARD

The jurisdictional dispute between the above-named Unions is over the unloading, setting and bolting of "I" beams, channels, angles and grating made of polymer (plastic) at the Spring Creek water pollution plant in Brooklyn, New York.

A hearing was duly held on October 28, 2004 at the offices of the Building Trades Employer's Association in New York City. Representatives of the above-named Unions appeared and were afforded full opportunity to offer evidence and argument and to examine and cross-examine witnesses. The Arbitration Panel consisted of the Undersigned as Chairman and Messrs. Jake Bidosky, John Cavanagh, Kenneth Durr, and Alfred Gerosa, Members Under the New York Plan, and as the above Unions were expressly advised at the outset of the hearing, in making its decision the Panel is bound to the following criteria:

1. International Agreements of Record between the trades involved in the dispute of record;
2. Previous Green Book decisions; and
3. If none of these apply for any reason, including but not limited to reasons related to technological advances in the industry - the Arbitration Panel shall consider the established trade practice and the prevailing practice in the Greater New York Area.

Both of the above-named Unions agree that there are no International Agreements of Record nor Green Book decisions. Both rely on or assert "established trade practice and the prevailing practice in the Greater New York Area."

The polymer or plastic material being used in the work involved in this dispute is a contemporary replacement for what previously were steel or iron beams and components. Physically it is as durable as steel; much lighter in weight and therefore easier to handle and erect; and is not subject to corrosion.

The Iron Workers claim that the use of polymer or plastic beams, grating and other above-named components is a technological evolution from the earlier use of steel or iron; that the beams and grating resemble in appearance the physical makeup of the predecessor steel and iron parts; are being used now on bridges, railways and other structures, and as here, at water pollution plants in the same manner and for the same purposes as steel and iron.

¹ Neither Union submitted as evidence to be considered, any decision of the National Plan for Resolution of Jurisdictional Disputes.

In short, the Iron Workers contend that these beams, gratings and other components are the next generation of structure material replacing steel and iron and hence, as a technological development should remain within the Iron Workers jurisdiction.

The Carpenters argue that because the beams, grating and other stated components are not steel or iron, but rather plastic, they are more like wood. And as was the case when wood was the principal structural component in construction, should revert to or fall within the Carpenter's jurisdiction. Also, the Carpenters point out that the plastic nature of the products makes them so light and easily handled, with carpenter tools, as to make unnecessary the use of lifts or hoists. And

because the beams and grading are "married" or connected to, or placed on top of concrete foundations, the installation work is precisely what carpenters do, and therefore belongs in the Carpenter's jurisdiction.

What is determinative under the binding criteria of the Plan is the "established trade practice and the prevailing practice in the Greater New York Area."

Moreover, also relevant is the criteria of "technological advances in the industry."

On these criteria, the Panel concluded that construction with polymer is a "technological advance in the industry" and that the Iron Workers have presented a preponderance of evidence establishing a trade practice in the Greater New York Area of performance of that work by the Iron Workers.

The Iron Workers have adduced probative evidence showing that the same contractor who is doing the work at Spring Creek, did the same type of work on a water pollution plan at Hunts Point where the work was performed by Iron Workers. Also, the Iron Workers have adduced evidence showing that Iron Workers handled the products in question on such projects as the JFK airtrain; Manhattan Bridge rehabilitation and the Bronx-Whitestone Bridge. More significant, the Iron Workers adduced evidence of work similar to the instant dispute on some eight water pollution plants in the Greater New York Area (in Brooklyn, Queens, Yonkers, Wards Island, Bay Park, Staten Island as well as Hunts Point).

The Carpenters have not offered sufficient evidence to show a trade practice in the Greater New York Area. It presented evidence of this type of work performed by carpenters in Florida, Nevada, and Maine. And in New York, at Poughkeepsie (outside of the Greater New York Area). The only project in the Greater New York Area on which the carpenters were assigned the disputed work are the instant job at Spring Creek and one in Nassau County (Newtown Creek). Standing alone, these two do not establish a prevailing trade practice nor rebut the overwhelming contrary evidence by the Iron Workers.

According, it is the decision of the Panel that the work of unloading, setting and bolting "I" beams, channels, angles and grating made of polymer at the Spring Creek water pollution plant in Brooklyn, New York belongs to the Iron Workers (Locals 361/40).

Eric J. Schmertz, Chairman

DATED: November 5, 2004

STATE OF NEW YORK)

SS:

COUNTY OF NEW YORK)

I, Eric J. Schmertz do hereby affirm upon my Oath as Chairman that I am the individual described in and who executed this instrument, which is my AWARD.

160-2g

-Metal mullions and lambs, Installation of.

Sheet Metal Workers' International Association, Local No. 28, and Employers' Association of Roofers and Sheet Metal Workers vs. United House Smiths' Union, Local No. 52, and Allied Building Metal Industries -Empire State Building, Fifth Avenue and 34th Street.

The Special Board of Arbitration having heard the interested parties and their witnesses, and after due consideration of their claims, testimony and exhibits, on the question put to it in the submission of August 5, 1930, has decided that the work of erecting metal mullions and jambs when erected in advance of the stone and brickwork, as now being erected at the Empire State Building, Fifth Avenue at 33rd and 34th Streets, shall be performed by either the iron worker or the sheet metal worker as the employer doing the work may elect. (Rudolph P. Miller, Umpire, Michael B. Gallagher, H. Richard Stem, H. M. Hughes and F. H. Nobbe), September 26, 1930.

160-3g

-Ceilings, Extruded Porcelainized Aluminum Panels, installation of.

Sheet Metal Workers International Association Local Union No. 28 vs. Ornamental and Architectural Iron, Bronze and Metal Specialties Local Union No. 580,-George Washington Bridge Bus Station, New York City.

The Executive Committee finds that the work in question is the work of the Ornamental Iron Worker. - Decision of the Executive Committee, July 18, 1961.

160-4g

-Prestressed, Pre-casted Concrete Members, erection and setting of.

International Association of Bridge and Structural iron Workers Locals 40 and 361 vs. Concrete Workers District Council-Kings County State School of Mental Hygiene, Brooklyn, New York.

The Executive Committee finds that the erection and setting of referenced prestressed, precast concrete members is the work of the Iron Worker. -Decision of the Executive Committee, November 10, 1970.

Upon rehearing the Executive Committee sustains its decision 160-4g but clarifies it to the effect that the erection and setting of referenced prestressed, precast concrete members when power is used to set the concrete members, is the work of the Structural Iron Worker. -Decision of the Executive Committee, January 20, 1971.

160-4h

-The Erection and Setting By Power of Pre-Cast and Pre-Stressed Concrete Members

119th and 120th Street between Park and Madison Avenue

The New York Plan requires that the Arbitration Panel in rendering its decision be bound by Green Book decisions, where there is none, International agreements of record between the trades who are party to the dispute shall be recognized. If none of these apply, the Arbitration Panel shall consider the established trade practice and the prevailing practice in the Greater New York area.

The work in question was originally awarded to the Construction and General Building Laborers 79 based upon a National Agreement between the contractor and the International Laborers of North America. That agreement does not meet any of the criteria prescribed by the NY Plan to be considered by the NY Plan and the Arbitration Panel.

The Arbitration Panel finds that the erection and setting by power of pre-cast and pre-stressed concrete members is the work of the Iron Workers Locals 40 and 361.

160-5g

-Curtain Wall System, pre-assembled, unitized, installation of.

Stone Setter Masons' Local Union No. 84 vs. Ornamental and Architectural Iron, Bronze and Metal Specialties Local Union No. 580-420 Fifth Avenue, New York City, New York.

The Executive Committee finds that the installation of a pre-assembled, unitized curtain wall system is the work of the Ornamental Iron Worker. - Decision of the Executive Committee, April 24, 1991.

160-5h

Erection of Steel Beams and Precast Concrete Panels.

Iron Workers Local 361 and Local 40 International Association of Bridge, Structural and Ornamental Iron Workers vs. The District Council of Carpenters - Queens Midtown Tunnel.

The Executive Committee finds that the work in question is in the possession of the Iron Workers Local 361 and Local 40, International Association of Bridge, Structural and Ornamental Iron Workers. -- Decision of the Executive Committee, June 23, 1999.

On August 4, 1999, the Supreme Court of the State and County of New York upheld the arbitration award made by the Executive Committee.

On August 31, 1999 the National Labor Relations Board dismissed charges filed under Section 8 of the National Labor Relations Act, thus, upholding the decision of the Executive Committee in the award of this work.

160-5i

The Unloading, Handling and Erection of a Wind Wall Around the Perimeter of a Powerhouse.

Iron Workers Local No. 361 vs Boilermakers Local No. 5--The Polletti Powerhouse

The work in question is awarded to the Iron Workers Local No. 361--March 2, 2004.

The work in dispute is: The unloading, handling and erection of a wind wall around the perimeter of the Polletti power plant.

The parameters of the jurisdiction and authority of the Board of Arbitration is set forth in Section 3 (i) of The New York Plan for the Settlement of Jurisdictional Disputes. It reads:

(i)The arbitration panel shall be bound by Green Book decision or where there are none, International Agreements of record between the trades. If none of these apply for any reason, including but not limited to reasons related to technological advances in the industry, the arbitration panel shall consider the established trade practice and the prevailing practice in the Greater New York geographical area.

Based on the evidence submitted the Board does not find controlling case precedents in the Green Book, nor International Agreements on point. Though there are cited cases and Agreements on jurisdictional matters between these two Unions, none appear to involve a wind wall around the perimeter of not just a power plant, but a power plant containing or engulfing an air-cooled condenser. Also, the evidence on the trade practices in the Greater New York geographical area is mixed, with some relevant assignments to the Boilermakers and others to the Iron Workers. Hence, these practices are indeterminate.

In short, we find the case before is to be one of first impression.

There is little dispute over the purpose and function of the wind wall. In simple terms it is to prevent aberrant gusts of winds and cross-winds from reaching the condenser or the fans of the condensers.

Rather it is designed to direct and regulate the flow of air in particular ways for the most efficient operation and use of the condenser. Indeed, in the absence of the wind wall, the efficiency of the condenser would be sharply reduced, if not impeded. Also, the wind wall serves to protect workers aloft (on the structure) from dangerous wind gusts and currents.

The Boilermakers assert the foregoing operational purposes and functions of the wind wall make the wall an integral and essential part of the condenser. And that therefore, because work involving the condenser is the acknowledged work of Boilermakers, the wind wall is Boilermakers' work too.

The Iron Workers see the wind wall as an integral part of the metal and iron structure of the power plant. Regardless of its purpose, it is a metal enclosure, located as part of the outer skin of the structure, as a facade therefore, and nothing more than part of the overall iron structure of the power plant. And as the iron and steel skeleton structure of the power house itself is the acknowledged work of the Iron Workers (and possibly in some cases partially the work of the Sheetmetal Workers - a matter not before us) the installation of the instant wall is work that belongs to the Iron Workers.

As the Board sees it, critical to a determination is the fact that work on the condenser itself is not solely within the jurisdiction of the Boilermakers. For example, there is no dispute that the handling and installation of A frames, which are unquestionably part of the condenser, is the work of the Steamfitters Union (because the A frames contains steam pipes).

So, the handling and installation of the integral components of the condenser have, jurisdictionally, been mixed between, at least the Boilermakers and the Steamfitters.

Significant also, to our minds, is that the louvers, located just below the wall itself, and which also play a significant part in directing wind to the fans and condenser, have been installed on a similar

cited structure to the one before us, by the Iron Workers, without challenge or objection by the Boilermakers.

Moreover, the evidence discloses that the Boilermakers perform no design or structural work on the wind wall, but simply claim the right to install it. If there is any unique design to the wall, either as to size, component parts, or contour, all that is done beforehand by the manufacturer of the wall, and delivered pre-designed to the job site for handling, installation and erection. So, neither contesting Union performs any custom work on the wall, but rather installs it as it has been made by the manufacturer. That it is so delivered by the manufacturer of the condenser (as are the A frames) is insufficient to make it so integral to the condenser itself as to impute or grant legal jurisdiction to the Boilermakers.

Finally and for the same reasons, the work of handling, installation and erection of the wind wall appears to be the same, regardless of the type or nature of the condenser located internally and the same even if there be no condenser at all.

For the foregoing reasons the Board has concluded that the wind wall is more closely related to the iron and metal structure of the building housing the condenser, than an integral part or component of the condenser itself.

For that reason, the disputed work belongs to and should be assigned to the Iron Workers.

Dated: February 23, 2004

Arbitrator: Eric J. Schmertz, Chairman

160-5j

NEW YORK PLAN FOR THE RESOLUTION OF JURISDICTIONAL DISPUTES

**IN THE MATTER OF THE ARBITRATION between IRON WORKERS LOCAL 361/ 40
-and- CARPENTERS LOCAL 926**

OPINION AND AWARD

The jurisdictional dispute between the above-named Unions is over the unloading, setting and bolting of "I" beams, channels, angles and grating made of polymer (plastic) at the Spring Creek water pollution plant in Brooklyn, New York.

A hearing was duly held on October 28, 2004 at the offices of the Building Trades Employer's Association in New York City. Representatives of the above-named Unions appeared and were afforded full opportunity to offer evidence and argument and to examine and cross-examine witnesses. The Arbitration Panel consisted of the Undersigned as Chairman and Messrs. Jake Bidosky, John Cavanagh, Kenneth Durr, and Alfred Gerosa, Members Under the New York Plan, and as the above Unions were expressly advised at the outset of the hearing, in making its decision the Panel is bound to the following criteria:

1. International Agreements of Record between the trades involved in the dispute of record;
2. Previous Green Book decisions; and

3. If none of these apply for any reason, including but not limited to reasons related to technological advances in the industry - the Arbitration Panel shall consider the established trade practice and the prevailing practice in the Greater New York Area.

Both of the above-named Unions agree that there are no International Agreements of Record nor Green Book decisions. Both rely on or assert "established trade practice and the prevailing practice in the Greater New York Area."

The polymer or plastic material being used in the work involved in this dispute is a contemporary replacement for what previously were steel or iron beams and components. Physically it is as durable as steel; much lighter in weight and therefore easier to handle and erect; and is not subject to corrosion.

The Iron Workers claim that the use of polymer or plastic beams, grading and other above-named components is a technological evolution from the earlier use of steel or iron; that the beams and grading resemble in appearance the physical makeup of the predecessor steel and iron parts; are being used now on bridges, railways and other structures, and as here, at water pollution plants in the same manner and for the same purposes as steel and iron.

¹ Neither Union submitted as evidence to be considered, any decision of the National Plan for Resolution of Jurisdictional Disputes.

In short, the Iron Workers contend that these beams, gratings and other components are the next generation of structure material replacing steel and iron and hence, as a technological development should remain within the Iron Workers jurisdiction.

The Carpenters argue that because the beams, grading and other stated components are not steel or iron, but rather plastic, they are more like wood. And as was the case when wood was the principal structural component in construction, should revert to or fall within the Carpenter's jurisdiction. Also, the Carpenters point out that the plastic nature of the products makes them so light and easily handled, with carpenter tools, as to make unnecessary the use of lifts or hoists. And because the beams and grading are "married" or connected to, or placed on top of concrete foundations, the installation work is precisely what carpenters do, and therefore belongs in the Carpenter's jurisdiction.

What is determinative under the binding criteria of the Plan is the "established trade practice and the prevailing practice in the Greater New York Area."

Moreover, also relevant is the criteria of "technological advances in the industry."

On these criteria, the Panel concluded that construction with polymer is a "technological advance in the industry" and that the Iron Workers have presented a preponderance of evidence establishing a trade practice in the Greater New York Area of performance of that work by the Iron Workers.

The Iron Workers have adduced probative evidence showing that the same contractor who is doing the work at Spring Creek, did the same type of work on a water pollution plant at Hunts Point where the work was performed by Iron Workers. Also, the Iron Workers have adduced evidence showing that Iron Workers handled the products in question on such projects as the JFK airtrain; Manhattan Bridge rehabilitation and the Bronx-Whitestone Bridge. More significant, the Iron Workers adduced evidence of work similar to the instant dispute on some eight water pollution plants in the Greater New York Area (in Brooklyn, Queens, Yonkers, Wards Island, Bay Park, Staten Island as well as Hunts Point).

The Carpenters have not offered sufficient evidence to show a trade practice in the Greater New York Area. It presented evidence of this type of work performed by carpenters in Florida, Nevada, and Maine. And in New York, at Poughkeepsie (outside of the Greater New York Area). The only project in the Greater New York Area on which the carpenters were assigned the disputed work are the instant job at Spring Creek and one in Nassau County (Newtown Creek). Standing alone, these two do not establish a prevailing trade practice nor rebut the overwhelming contrary evidence by the Iron Workers.

According, it is the decision of the Panel that the work of unloading, setting and bolting "I" beams, channels, angles and grating made of polymer at the Spring Creek water pollution plant in Brooklyn, New York belongs to the Iron Workers (Locals 361/40).

Eric J. Schmertz, Chairman

DATED: November 5, 2004

STATE OF NEW YORK)

SS:

COUNTY OF NEW YORK)

I, Eric J. Schmertz do hereby affirm upon my Oath as Chairman that I am the individual described in and who executed this instrument, which is my AWARD.

160-5k

The Installation of Steel Roll up Doors

Architectural & Ornamental Iron Workers Local 580 vs. District Council of Carpenters-
Staten Island Transfer Station, Route 40 & Victory Boulevard.

The Arbitration Panel awards the above scope of work to the Architectural and Iron Workers Local 580-
Decision of the Arbitration Panel January 31, 2005.

The jurisdictional dispute in this case involves the installation of steel roll up doors at the Staten Island
Transfer Station - Rt. 440 and Victory Boulevard.

A hearing was held before an Arbitration Panel on January 31, 2005. The Panel consisted of the
Undersigned as Chairman, and Messers. Todd Nugnet and Harry Weidmyer, Members.

At the hearing, representatives of Local 580 appeared. No representative of the Carpenters Union
appeared, dispute due and lawful notice to the Carpenters of the scheduled hearing.

The Panel directed that the arbitration proceed, and the proofs and allegations of Local 580 were
heard.

The record before the Panel, including the minutes if the preceding mediation session, discloses that

the Carpenters acknowledge and conceded that the work in dispute falls within the jurisdiction of Local 580. (Hence the obvious reason for the decision of the Carpenters Union nor to appear at the arbitration hearing - namely that it does not dispute Local 580's claim for the work).

The testimony and evidence adduced by Local 580 at the hearing fully support and affirm Local 580's jurisdiction over the work exclusively since at least 1967 in the Greater New York geographical area. Other affiliates of the Iron Workers have performed that work exclusively elsewhere in the United States, particularly in Los Angeles, Las Vegas. There is no evidence that this type of work has been done anywhere by the Carpenters Union.

Under the New York Plan for the Settlement of Jurisdictional Disputes, the decision of the panel is to be based on "prevailing practice in the Greater New York geographical area" if there are otherwise no binding Green Book decisions or International Agreements. Here there are no relevant Green Book decisions or International Agreements between these trades. But Local 580 has clearly established a prevailing practice of doing the work on the Greater New York geographic area that is determinative of this case.

Together with the supporting testimony of the president of McKean Rolling Steel Doors, Inc. Local 580 introduced an exhibit showing its performance of that work at some 29 significant work locations in the Greater New York geographical area.

For the foregoing reasons, the panel makes the following Award:

The installation of steel roll up doors at the Staten Island Transfer Station - Rt. 440 and Victory Boulevard is work that belongs to Local 580, Architectural & Ornamental Iron Workers.

Signed Eric J. Schmertz, Chairman

Dated: February 4, 2005
State of New York
County of New York

I, Eric J. Schmertz do hereby affirm upon my Oath as Chairman that I am the individual described in and who executed this instrument, which is my AWARD.

Signed Eric J. Schmertz

170-3

The Installation of Steel Roll up Doors

Architectural & Ornamental Iron Workers Local 580 vs. District Council of Carpenters-
Staten Island Transfer Station, Route 40 & Victory Boulevard.

The Arbitration Panel awards the above scope of work to the Architectural and Iron Workers Local 580-

Decision of the Arbitration Panel January 31, 2005.

The jurisdictional dispute in this case involves the installation of steel roll up doors at the Staten Island Transfer Station - Rt. 440 and Victory Boulevard.

A hearing was held before an Arbitration Panel on January 31, 2005. The Panel consisted of the Undersigned as Chairman, and Messers. Todd Nugnet and Harry Weidmyer, Members.

At the hearing, representatives of Local 580 appeared. No representative of the Carpenters Union appeared, dispute due and lawful notice to the Carpenters of the scheduled hearing.

The Panel directed that the arbitration proceed, and the proofs and allegations of Local 580 were heard.

The record before the Panel, including the minutes if the preceding mediation session, discloses that the Carpenters acknowledge and conceded that the work in dispute falls within the jurisdiction of Local 580. (Hence the obvious reason for the decision of the Carpenters Union nor to appear at the arbitration hearing - namely that it does not dispute Local 580's claim for the work).

The testimony and evidence adduced by Local 580 at the hearing fully support and affirm Local 580's jurisdiction over the work exclusively since at least 1967 in the Greater New York geographical area. Other affiliates of the Iron Workers have performed that work exclusively elsewhere in the United States, particularly in Los Angeles, Las Vegas. There is no evidence that this type of work has been done anywhere by the Carpenters Union.

Under the New York Plan for the Settlement of Jurisdictional Disputes, the decision of the panel is to be based on "prevailing practice in the Greater New York geographical area" if there are otherwise no binding Green Book decisions or International Agreements. Here there are no relevant Green Book decisions or International Agreements between these trades. But Local 580 has clearly established a prevailing practice of doing the work on the Greater New York geographic area that is determinative of this case.

Together with the supporting testimony of the president of McKean Rolling Steel Doors, Inc. Local 580 introduced an exhibit showing its performance of that work at some 29 significant work locations in the Greater New York geographical area.

For the foregoing reasons, the panel makes the following Award:

The installation of steel roll up doors at the Staten Island Transfer Station - Rt. 440 and Victory Boulevard is work that belongs to Local 580, Architectural & Ornamental Iron Workers.

Signed
Eric J. Schmertz, Chairman

Dated: February 4, 2005
State of New York
County of New York

I, Eric J. Schmertz do hereby affirm upon my Oath as Chairman that I am the individual described in and who executed this instrument, which is my AWARD.

Signed
Eric J. Schmertz

160-5L

Iron Workers Local #40

Vs.

Operating Engineers Local #14

Scope of Work: The Operation of a Swing Motor for a Stiff Leg Derrick

Job: Hearst Building

THE NEW YORK PLAN FOR THE SETTLEMENT OF
JURISDICTIONAL DISPUTES

-----X
: IN THE MATTER OF THE ARBITRATION :
: :

between :
: :

IRON WORKERS LOCAL UNION #40 : OPINION & AWARD
: :

-and- :
: :

OPERATING ENGINEERS LOCAL UNION #14 :
: :
-----X

The jurisdictional dispute in this case involves "the operation of a swing motor for a stiff leg derrick at the Hearst Building."

A hearing was held on June 27, 2005 at which time representatives of both the above-named Unions appeared and were afforded full opportunity to offer evidence and argument and to examine and cross-examine witnesses.

The arbitration panel consisted of John Cavanagh, Tom Costegan, Alfred E. Gerosa, Jim Jones and the Undersigned, as Chairman.

Under the New York Plan for Settlement of Jurisdictional Disputes, the decision of the panel is to be based on Green Book Decisions or International Agreements, or if there be none, on prevailing practices in the Greater New York Geographical area.

At the outset of the hearing the Operating Engineers (hereinafter, Local 14) moved to dismiss the case on the grounds that the jurisdictional dispute was resolved at the job site.

The panel denies Local 14's motion. We find that the arrangement on the site under which an operating engineer performed the disputed work (with an Iron Worker "standing by") was a temporary and pragmatic Agreement to end Local 14's refusal to work, to permit the job to go forward, and subject to the outcome of this arbitration.

The Iron Workers (hereinafter, Local 40) relies on what it asserts has been a longstanding and unvaried prevailing practice in this geographical area under which Local 40 and its members have been assigned to and have performed the work of operating the swing motor for a stiff leg derrick.

Local 14 relies on Green Book Decision #120, Article 5 of the Building Code, on an Agreement dated August 20, 1968 between the 10th Region of the Operating Engineers and the California District Council of the Iron Workers and a Decision of the AFL of November 1907.

The panel finds none of Local 14's citations relevant or determinative.

Green Book Decision 120 relates expressly and exclusively to "Hoisting Work." The evidence adduced shows that the work in dispute is not hoisting. The swing motor controls an arm that swings horizontally for about 270°. It was used at the Hearst Building to dismantle parts of a crane located at the top of the building. No hoisting was involved.

(It is undisputed that hoisting work and the crane's operation is controlled from a cab either on the ground or at a much lower elevation than the swing motor and that the operation of said controls in that cab is or should be the work of an operating engineer).

Article 5 of the Building Code which requires a licensed operator for power hoisting is inapplicable for two reasons. Again the disputed work is not hoisting and whether the operator of the swing motor involved in this case requires a license is unclear in the record. The only authoritative ruling on that question is in a letter dated April 25, 2005 from Roland Durant, the then Director of Cranes and Derricks of the New York City Department of Buildings. In response to an inquiry from the Allied Building Metal Industries Mr. Durant stated:

"2. The swing engine operator does not need a crane operator license."

We understand that that question is presently under consideration by the Department of Buildings, but until a definitive answer, Mr. Durant's ruling is probatively binding.

The Agreement cited by Local 14 of August 20, 1968 does not qualify as an International Agreement because it was not entered into and signed by the respective Union's international presidents. Moreover it applied to a dispute in California, not in the New York Metropolitan area.

160-M

(Appeal to 160-5L)

On August 2, 2005, International Union of Operating Engineers Local #14 filed an appeal of the above NY Plan decision to the National Plan for the Resolution of Jurisdictional Disputes.

On August 19, 2005, a National Plan Decision reversed the above NY Plan decision. The National Plan decision awards the work of the operation of a Swing Motor for Stiff Leg Derrick at the Hearst Building to the International Union of Operating Engineers Local #14.

This decision rescinds and makes null and void Green Book Decision 160-5L.

In accordance with the rules and procedures of the NY Plan Addendum B, Article VI – Enforcement:

“Arbitration Decisions of the NY Plan that are reversed or overturned by appeal awards made by the National Plan For The Resolution of Jurisdictional Disputes shall be entered into the Green Book as project specific – rather than area-wide.”

On September 7, 2005, the Joint Administrative Committee of the National Plan rejected the Iron Workers Local #40 request for an appeal on the below decision.

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

In the matter of Arbitration between:

International Union of Operating Engineers

And

OPINION AND DECISION

**International Association of Bridge, Structural,
Ornamental and Reinforcing Iron Workers**

And

Plan Case No. NY 7/25/05 (Appeal of NY Plan Decision)

Before: Arbitrator Tony A. Kelly

A hearing regarding this arbitration was held on August 16, 2005, at the offices of Sherman, Dunn, Cohen Laffer & Yellig, P.C., 900 7th Street, N.W., Suite 1000, Washington, D.C., in accordance with the Procedural Rules of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("the Plan").

Issue

This hearing is over the International Union of Operating Engineer's (IUOE) appeal of New York Plan Decision #160-5L, regarding a jurisdictional dispute between the IUOE and the Iron Workers involving the operation of a swing motor for a stiff leg derrick, at the Hearst Building job site in New York, New York.

Appearances

For the International Union of Operating Engineers

John Gregory, Director of Jurisdiction, Construction Division

Edwn L. Christian, President and Acting Business Manager, Local Union 14-14B

For the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers

Bill Tweet, Executive Director

Robert W. Walsh, Business Manager, Local Union No. 40

Background

The IUOE filed a timely appeal from a decision of the New York Plan involving the operation of a swing motor for a stiff leg derrick at the Hearst Building in New York City, NY to the Administrator of the Plan.

By letter, dated August 2, 2005, the Plan Administrator informed the parties that in accordance with the Plan's Administrative Practices and Procedural Regulations Governing Appeals from Recognized Local Boards, two (2) issues must be determined.

First, were the parties afforded the opportunity to present evidence at a hearing conducted for that purpose and was the hearing held in conformity with generally recognized procedures. The IUOE claimed that this case should not have been heard because the work was completed which is incompatible with the national Plan procedures. The Administrator advised that the National Plan's Joint Administrative Committee (JAC) has recognized the fact that New York Plan decisions, unlike arbitration decisions under the national Plan, apply to all future work of a similar nature, thus permitting appeals from New York cases to be heard even when the work has been completed.

Secondly, did the decision of the Local Board address the established criteria of Article V, Section 8 of the national Plan. In this consideration, the Administrator applied the same restrictions placed on the JAC in considering an appeal from a Plan Arbitrator's decision: "The sole issue to be considered on appeal is whether the Arbitrator failed to address the established criteria of Article V, Section 8." The Plan Administrator determined that the New York Panel's Decision was inconsistent with the criteria of the national Plan, with respect to a November 11-23, 1907, national Green Book Decision of Record brought forth in evidence by the IUOE in their claim to the work. The New York Panel's decision rejected the 1907 Decision of Record because of its age and because it did not involve the parties to the dispute. Under the national Plan, there is no age limitation with respect to Decisions of Record. Further, while Agreements of Record are applicable only to the parties signatory to such agreement, Decisions of Record are applicable to all trades. For these reasons the request for appeal was approved.

Appeals from Decisions of Recognized Local Boards

The Procedural Rules and Regulations of the Plan, Article X, 3 and 4, states, "Appeals referred to arbitration will be processed in accordance with Article V of the Agreement. Presentations shall be in writing and limited to that which was presented at the recognized local Plan for the settlement of jurisdictional disputes."

Discussions and Positions of the Parties

Written presentations and oral arguments were made by the representing parties and were thorough, comprehensive and excellently prepared. Summaries of these positions are as follows:

IUOE

The position of the IUOE is that the operation of a swing motor for a stiff leg derrick is the work of the IUOE, regardless of where the swing motor is located or whether the swing motor/derrick is used for hoisting materials or disassembling equipment. Testimony revealed that in some instances the swing motor is controlled from the derrick cab or housing. In this dispute the swing motor was located and controlled on the derrick floor, and remote from the derrick cab/house which was located on a lower floor level.

The IUOE claims that the work in dispute in this case is specifically governed by the November 11-23, 1907, Decision of Record and further supported by the New York Green Book Decision #120.¹ The 1907 Decision of Record states, in part:

¹ New York Green Book Decision #120, "Hoisting Work," states "All engines, irrespective of power used for hoisting materials and construction equipment for buildings" is the work of the IUOE

Resolved, That hoisting and portable local unions of the International Union of Steam Engineers have jurisdiction over the motive power of all derricks, cement mixers, hod-hoists, pumps, and other machines used on construction work and be it further

Resolved, That the Building Trades organizations be requested to give all the assistance possible to the Hoisting and Portable Locals of the I.U.S.E. in maintaining the scale of wages paid on this work.

The IUOE stated that rarely does the control of the swing motor take place outside of the derrick cab/house and that the IUOE has consistently and regularly performed disassembly work when the swing motor is controlled from within the cab or derrick house. The 1907 Decision of Record clearly supports their claim to the work in dispute and the work should be awarded to the IUOE accordingly.

Iron Workers

The Iron Workers indicated that since the appeal of this dispute was based on failure of the New York Panel to recognize the 1907 Decision of Record, they focused on challenging the admissibility and applicability of the 1907 Decision of Record by the IUOE in this dispute and notified the Plan Administrator of their intent to challenge on the basis of prevailing practice in the locality.

The Ironworkers felt it inappropriate to allow the IUOE to use a Decision of Record in their claim to the work since they failed to properly notify any parties involved in this dispute process of their intent to rely upon a Decision of Record. They stated that the IUOE never disclosed their reliance on the Decision of Record at the initial meeting at the job site, prior to the mediation process or prior to arbitration. The first time the Iron Workers or the New York Board became aware of the IUOE's intent to use a Decision of Record was during testimony. It is their position that had proper notification been provided, submission would have been welcomed and a proper challenge with notification by the Iron Workers could have been implemented.

They state that the dominance of Iron Workers operating the swing on derricks, by hand or by power, is clearly evidenced by testimony in the transcript from the New York Board Hearing. Further, the work on floor level where the derrick functions is predominantly (100%) Iron Workers and very seldom is another craft present. Testimony indicated that until 1983, Iron Workers performed the swing operation, by hand, after which motive power was adapted, and since the 1907 resolution until May, 2005, operating the swing on derricks has been the work of the Iron Workers.

To construe the operation of a swing motor and encompass all motive power applications in the construction industry today is restrictive to progress and productivity. It is the Iron Workers position that through the testimony and documentation presented, they have "adduced clear and convincing evidence, supported by citation of jobs, projects, and locations in the Greater New York geographical area, the work of operating swing motor for a stiff leg derrick has been regularly and consistently assigned to the Iron Workers."

Application of Plan Criteria

Based on the authority vested under the Plan, Article V, Section 8 provides the following criteria for making the award:

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 agreement or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider whether there is a previous decision of record governing the case.
- c) If the arbitrator finds that a previous decision of record governs the case, the arbitrator shall apply the decision of record in rendering his decision, except under the following circumstances. After notice to the other parties to the dispute prior to the hearing that it intends to challenge the decision of record, if a trade challenging the decision of record is able to demonstrate that the recognized and established prevailing practice in the locality of the work has been contrary to the applicable decision of record, and that historically in the locality the work in dispute has not been performed by the other craft or crafts, the arbitrator may rely on such prevailing practice rather than the decision of record. If the craft relying on the decision of record demonstrates that it has performed the work in dispute in the locality of the job, then the arbitrator shall apply the decision of record in rendering his decision. If the arbitrator finds that the 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 rather than the prevailing practice in the locality.
- d) If no decision of record is applicable, the arbitrator shall then consider the established trade practice in the industry and the prevailing practice in the locality.
- e) Only if none of the above criteria is found to exist, the arbitrator shall then consider that because of 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.

Summary Findings

Based on the testimony and information presented in this case, this Arbitrator finds that the work in this dispute is covered by the November 11-23, 1907 Decision of Record and applicable to the resolution of this dispute under Article V, sections (b) and (c) of the Plan.

The 1907 Decision of Record states "the International Union of Steam Engineers (present day IUOE) has jurisdiction over the motive power of all derricks, cement mixers, hod-hoists, pumps and other machines used on construction work." It is the opinion of this Arbitrator that the swing motor for a stiff leg derrick, is "motive power" and is an integral part of the stiff leg derrick work operation, regardless of whether the swing motor is operated from the derrick cab/house or remotely.

The Ironworkers position that the 1907 Decision of Record should not be allowed since the IUOE did not notify or inform any of the parties involved of their intent to use the Decision until the hearing before the New York Panel is a moot point. It is the opinion of this Arbitrator that the Plan Administrator addressed the admissibility of the decision as the basis of this appeal.

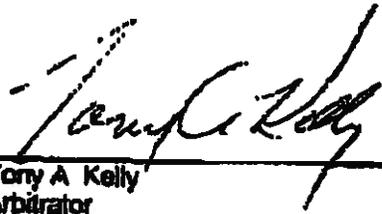
With respect to the Iron Worker's challenges to the application of the 1807 Decision of Record and claim to the operation of a swing motor on the derrick room floor based on recognized and established prevailing practice, the Arbitrator finds insufficient evidence to substantiate this position.

locution
While the parties recognized that the operation of a derrick swing, by hand, on the derrick floor has traditionally been performed by the Iron Workers, it was further evidenced that swing motor controls located in a derrick cab/house were operated by the IUOE. The parties indicated that the operation of swing motor controls outside the derrick cab/housing rarely occurred. Since this dispute involves operating a swing motor, the IUOE has prevailed in this area practice.

Decision

Therefore, this Arbitrator finds that the work in dispute, the operation of a swing motor for a stiff leg derrick at the Hearst Building job site, New York City, New York, shall be the work of the IUOE.

This decision shall only apply to the job in dispute.


Tony A. Kelly
Arbitrator

Dated: August 19, 2005