

## **PAINTING**

### **181**

#### **-Amalgamated Painters and Decorators vs. Iron League.**

I find:

1. That temporary painting, shop coats, priming coats whether put on at the shop or at the building in process of erection, roughly applied as with large brushes, long handled brushes, intended for the temporary protection of steel or iron work to be enclosed in the course of construction, is unskilled work which may be done by non -painters, apprentices, laborers, etc., and that the defense is, therefore, sustained in his contention with regard to rough painting of steel and iron work for temporary protection.

Where, however, it is rendered clear by the specifications or contracts that the painting is not merely for temporary protection, but for permanent protection, as for example, where specifications or contracts provide for several extra coats, make careful provisions as to the paint to be used, the colors, mixtures, etc., that the paint be carefully and evenly applied and thoroughly rubbed in, etc., or otherwise indicate and call for the work of a professional painter, I find:

II. That this painting although the structural steel or iron work to be painted is intended to be enclosed, is clearly not for temporary but permanent protection and calls for skilled labor and is, therefore, according to the Arbitration Plan, work which must be done by union painter. -Decision of Umpire (John P. Peters), September 7, 1904.

### **182**

#### **-Shop coats or priming coats to exposed Iron work, applying of.**

Painters' District Council vs. J. B. & J. M. Cornell.

The painting of all exposed iron work shall be done by painters.

The applying of shop coats or priming coats, whether put on at the shop or at the building in process of erection, roughly applied with large brushes or long-handled brushes, and intended for the temporary protection of steel or iron work to be enclosed in the course of the construction is unskilled work which may be done by non-painters, apprentices or laborers. -Decision of Executive Committee, March 8, 1907.

### **182a**

#### **-Machinery, for Maintenance Purposes, Repainting of.**

Painters District Council No. 9 vs. International Union of Operating Engineers Local 94-94A. - World Trade Center, New York, N.Y.

The Committee finds the work in question, the periodic and routine repainting for maintenance purposes of machinery and related equipment only in mechanical equipment rooms in commercial buildings, is the work of Operating Engineers Local 94. -Decision of the Executive Committee, May 1, 1980.

### **183**

#### **-Iron works, exposed.**

Painters vs. Post & McCord-Pier, West 46th St.

The charge is sustained, and Post & McCord is directed to comply with the decision of March 8, 1907. -Decision of Executive Committee, August 2, 1917.

### **184**

#### **-Parquet floors, finishing of.**

Painters vs. G. W. Koch & Son and Carpenters' Union.

The complaint is dismissed, for the reason that the work in question (finishing of parquet floors) has not been in the sole possession of either the carpenters or the painters. - Decision of Executive Committee, December 5, 1917.

### **184a**

#### **-Hardener (Klaxonite) for cement floors, application of.**

Painters, District Council No. 9 vs. Cement Masons, Local No. 1, and Cement and Concrete Workers, Local No. 18-Hudson, King and Charlton Streets, New York, N.Y. The complaint is dismissed. -Decision of Executive Committee, February 19, 1931.

### **184-2a**

#### **-Elevator shaft walls, interior of, finish coat on, application of.**

Painters District Council vs. Composition Roofers, Damp and Waterproof Workers, local No. 8 -Rockefeller Center, Sixth Avenue, 50th to 51st Street, New York, N.Y.

The Committee finds that the application of paint or asphaltum as an interior finish to an elevator shaft is work that is in possession of the painter. -Decision of Executive Committee, April 22, 1932.

### **184-3a**

#### **-Linoleum floors, with wax, finishing of.**

Painters, District Council No. 9 vs. Carpet and Linoleum Layers Union, Local No. 70 - Metropolitan Life Building, Madison Ave. and 24th St., New York, N.Y.

The Committee finds, that the work of finishing linoleum floors with wax is not in the possession of the painters or the linoleum layers. -Decision of Executive Committee, February 28, 1933.

#### **184-4a**

##### **-Primer on concrete binder for mastic-set wood floors, application of.**

Cement and Concrete Workers, District Council No. 859 vs. Painters District Council and Storm Flooring Co. -Post Office, Vesey Street, New York, N. Y.

The complaint is dismissed. -Decision of Executive Committee, October 7, 1936.

#### **184b**

##### **-Primer on cement surfaces used as binder for mastic-set wood floors, application of.**

Painters, District Council No. 9 vs. Carpenters District Council -35th St. & Madison Avenue, New York, N.Y.

The Committee finds from the evidence submitted that where a primer is applied to cement floors as part of the operation of laying wood floors in mastic and spread with a long handle brush, the work is in the possession of the carpenters; and where applied with a short handle brush, the work is in the possession of the painters. -Decision of Executive Committee, July 12, 1938.

#### **184-2b**

##### **-Del R-5 Acrylic, manufactured by the David E. Long Corporation, application of.**

Composition Roofers, Damp and Waterproof Workers International Brotherhood, Local No. 8 vs. Brotherhood of Painters, Decorators & Paperhangers of America -Hangar No. 12, Idlewild Airport, Queens, New York City.

The application of Del R-5 Acrylic, distributed by the David E. Long Corporation, is the work of the Painter. -Decision of Executive Committee, October 15, 1957.

Upon rehearing and the evidence that the above-mentioned material was intended and used for waterproofing and applied directly to the concrete roof, it is the decision of the Executive Committee that the application of such material on such job or in the same circumstances is the work of the Composition Roofers. This decision supersedes decision of the Executive Committee, 184-2b, October 15, 1957. -Decision of Executive

Committee, January 15, 1958.

### **184-3b**

#### **-Waterproofing, 3-M Scotch-Clad Deck Coating or Similar, Application of.**

International Brotherhood of Painters and Allied Trades District Council No. 9 vs. United Slate, Tile and Composition Roofers, Damp and Waterproof Workers Local 8 -TWA Terminal Building, Kennedy International Airport, Queens, N.Y.

The Executive Committee finds that the application of 3-M Scotch-Clad Deck Coating Liquid System or similar systems and/or materials, used primarily for waterproofing, shall be the work of the Composition Roofers. - Decision of the Executive Committee, March 6, 1978.

### **184-4b**

#### **-Simulated Acoustical Material, On Ceiling, Spray Application or.**

Plasterers Local Union No. 60 vs. Painters District Council No. 9 347 West 57th Street, New York City.

The Executive Committee finds that the spray application of simulated acoustical material on ceiling is the work of Painters District Council No. 9. - Decision of the Executive Committee, April 4, 1983.

Decision 184-4b is set aside by action dated of the Joint Administrative Committee of the Plan for Jurisdictional Disputes in the Construction Industry and the work is awarded to the Plasterers. -Decision of the Executive Committee, April 21, 1983.

### **184-5b**

#### **-Waterproofing, Elastomeric Coating Systems, Application of.**

United Union of Roofers, Waterproofers and Allied Trades Local 8 vs. International Brotherhood of Painters and Allied Trades District Council No. 9. - Shea Stadium, Queens, New York

The Executive Committee finds that the application of elastomeric coating systems on concrete surfaces, used primarily for the purpose of Waterproofing, is the work of the United Union of Roofers Local 8. - Decision of the Executive Committee, June 24, 1986.

### **184-6b**

**Abatement or removal of lead-based paint on structural steel members.**

Structural Steel and Bridge Painters Local No. 806 vs. Asbestos & Lead Abatement Laborers Local No. 78 - Yankee Stadium.

The Executive Committee finds that the work in question, the abatement or removal of lead-based paint on structural steel members in preparation for re-painting, when confined to a small area, and done for a specific purpose, a structural integrity inspection, is the work of the Asbestos & Lead Abatement Laborers Local No. 78. Decision of the Executive Committee, March 22, 1999.

**184 - 7b**

**The Removal of Lead Based Paint on Structural Steel Members  
In The Restoration of an Exterior Façade In Preparation for Re-Painting**

Painters Structural Steel Local 806 v Asbestos, Lead & Hazardous Waste Laborers Local 78 - Governors Island Ferry Terminal.

The Arbitration Panel finds that the above work in question is the work of Structural Steel Local 806 - Decision of the Arbitration Panel - July 29, 2003.

On August 1, 2003, the Asbestos, Lead and Hazardous Waste Laborers Local 78, through their International, appealed the decision of the NY Arbitration Panel to the National Plan for the Resolution of Jurisdictional Disputes.

A hearing was conducted in Washington, D.C., on August 13, 2003 and a ruling overturning the NY Arbitration Panel award was issued on August 19, 2003.

The National Plan Arbitration issued the following decision:

1. This Arbitration finds, as stipulated by the parties, that there are neither amendments of record between the unions that control this dispute nor decisions of record that govern this case.
2. This Arbitration finds that prevailing trade practices favor both unions, although under clearly distinguishing standards.

J.J. Pierson, Arbitrator

Throughout the years, the Building Trades Employers' Association and the Building and Construction Trades Council of Greater New York have insisted that any decision on projects in the New York Jurisdiction be area-wide.

In view of the National Plan Arbitrator's ruling, the Arbitration Panel of the New York Plan for the Resolution of Jurisdictional Disputes determines that the following award be made.

**The Removal of Lead Based Paint On Structural Steel Members  
In The  
Restoration Of An Exterior Façade in Preparation for Re-Painting  
May Be Performed By Either Trade as The Employer Doing The  
Work Shall  
Determine.**

This decision is and becomes an area-wide decision to the same extent and with the same force as all other decisions of the NY Arbitration Panel - September 8, 2003.

**184-8B**

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RE: Arbitration Award and Opinion of the New York Plan For The Resolution Of  
Jurisdictional  
Disputes

Date & Time:

Work in Question

Monday, March 18, 2002, 9AM  
44 West 28<sup>th</sup> St., NY, NY

The Application of Epoxy Coating

On Pre-Cast and/or Poured Concrete  
Tanks

Job Site

Flushing Bay Combined Sewer!  
Overflow Retention Facility,  
College Point Boulevard, NY

All parties to the dispute are stipulated to the NY Plan For The Resolution of Jurisdictional Disputes. A quorum of arbitration panel members was present. The decision of the Panel is as follows: **The Application of Epoxy Coating on Pre-Cast and/or Poured Concrete Tanks is the work of the Painters District Council # 9, Structural Steel Painters Local #806.**

Plan for the Settlement of Jurisdictional Disputes  
in the Construction Industry

Plan Hearing, April 11, 2002

**Case NY 3/21/02**

Laborers' International Union of North America

And

International Union of Painters and Allied Trades

The case is an appeal from the decision of the New York Board. A threshold issue was raised as to whether or not the undersigned is authorized to hear facts and

render a decision involving an appeal where the work in question has been completed.

In written correspondence from the Chairman of the Joint Administrative Committee (JAC) of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, to the undersigned dated December 2, 1992, the JAC advised the undersigned and other Plan arbitrators that regarding New York Board appeals:

“The JAC understands that the work **in dispute has been** completed. In accordance with MC policy, cases may not be processed for arbitration if the job is finished. For this reason, the JAC sees no purpose in remanding the case to you for a determination on the merits. By copy of this letter to the Acting Administrator, the JAC expects arbitrators in similar cases in the future to be informed of the position of the JAC on this issue.”

In consideration of this unambiguous directive of the JAC as the overseer of the operation of the Plan, I am compelled to dismiss the appeal by the Laborers International Union of North America.

An appeal was filed to the National Plan and was denied.

### **184-8c**

#### **- The Painting and Surface Preparation of Structural Steel**

Painters District Council No. 9 v. Structural Steel Bridge Painters Local 806 – Yankee Stadium

A hearing was held on December 19, 2007. As a result of the hearing, the following agreement was entered into by the trades involved and is area-wide:

December 19, 2007

This Agreement dated 12/19/07 between District Council #9 and Structural Steel & Bridge Painters Local 806 resolves the issue in question and will serve to terminate the Hearing commencing on this date.

The Agreement is as follows:

It is agreed that the painting of structural steel and the surface preparation for that painting is the work of Structural Steel & Bridge Painters Local 806.

In accordance with the NY Plan, Step 3, Paragraph M. The District Council 9 will be responsible for all expenses in accordance with Article V, 3a.

Joe Ramaglia, Business Manager  
Painters District Council 9

Angelo Serse, Business Manager  
Structural Bridge Painters Local 806