

Case Name:

**Exhibition Place v. International Alliance of
Theatrical Stage Employees, Moving Picture Technicians,
Artists and Allied Crafts of the United States and
Canada (Use of Non-Union Personnel Grievance)**

**IN THE MATTER OF an arbitration
AND IN THE MATTER OF Grievances re Use of Non-Union
Personnel - Liberty Grand Banquet Hall
Between
Board of Governors of Exhibition Place, and
IAISE**

[2002] O.L.A.A. No. 155

File Nos. MPA/Y200313, MPA/200314

Ontario
Labour Arbitration

W. Kaplan, Arbitrator

Heard: Toronto, Ontario, March 27, 2002

Award: March 27, 2002

(5 paras.)

Appearances:

Bernard Fishbein, for the union.
Carl Peterson, for the employer.

Decision

1 This matter involves the alleged violation of Article 18 of the collective agreement. That provision reads as follows:

The Employer will not rent, lease, license or otherwise permit a third party to perform work on the Grounds of Exhibition Place that would fall under the jurisdiction of the Union under this Agreement unless the work is performed by employees under this Agreement or is performed by an entity bound to a collective agreement with the Union.

2 Two grievances were filed, both dated February 27, 2002. One of these grievances relates to a Variety Village event held on February 13, 2002 at which time, the evidence establishes, a third party operating the Liberty Grand Entertainment Complex, located at Exhibition Place, engaged non-IATSE covered individuals for the set-up and operation of audio-visual equipment. The second grievance relates to an incident on February 25, 2002, again at the Liberty Grand Entertainment Complex, when non-IATSE covered individuals were engaged for the loading, layout and assembly of a truss and chain hoist.

3 The evidence further establishes that the loss to the union, for the Variety Village event, was three employees for 11 hours each totalling 33 hours. The loss to the union for the February 25, 2002 event was four employees for 5 hours each totalling 20 hours. All of this work was within the jurisdiction of the union. In all, a total of 53 hours were lost to the union and its members which equals \$2226.00 which I direct the employer to pay to the union forthwith. It should be noted that a third grievance, dated January 29, 2002, was withdrawn.

4 Exhibition Place is required to ensure that lessees such as the operators of the Liberty Grand Entertainment Complex comply with the work jurisdiction of IATSE as set out in Article 18. The employer is free, of course, to pursue all of its contractual entitlements against its lessee, but that does not affect its contractual obligations, set out above, to IATSE.

5 I remain seized with respect to the implementation of this award.

qp/d/qlcsw/qlmxxp