IN THE MATTER OF AN ARBITRATION

BETWEEN

The Corporation of Massey Hall and
Roy Thomson Hall ("the employer")

AND

I.A.T.S.E. Local 58 ("the union")

And in the matter of a grievance concerning the assignment of work and the "wage guarantee" for certain "permanent employees" (the "house crew") who normally work at Roy Thomson Hall.

BEFORE:	R.O. MacDowell	(Sole Arbitrator)
APPEARANCES:		
For the Union:	Bernard Fishbein Bill Hamilton William Nalepka (and others)	(Counsel)
For the Employer:	Charles Humphrey Sandy Castonguay Brett Randall	(Counsel)

A hearing in this matter was held in Toronto, on April 2, 2002.

AWARD

I - Introduction: what this case is about, in brief

This arbitration proceeding concerns the way in which the employer wishes to assign work to four "permanent employees", who normally work at Roy Thomson Hall. It also involves the application of the negotiated "wage guarantee" for those employees. For ease of reference, I will adopt the parties' terminology, and refer to these individuals as the "Roy Thomson house crew".

The problem arises because Roy Thomson Hall is currently being renovated, so that its concert auditorium is closed. While the construction is ongoing, the employer wants to move the "Roy Thomson house crew" to Massey Hall, where they will work on the performances of the Toronto Symphony Orchestra ("the TSO"), which would have been held at Roy Thomson Hall, if were it not for the construction.

As the employer sees it, the four employees are being assigned to do the same work ("TSO stage work") that they would normally have done - albeit in a different building; and their assignment to Massey Hall is a sensible and cost-effective disposition of its permanent work force. The employer says that it should not have to pay the Roy Thomson house crew, unless they are willing to do their regular work (the TSO work) at Massey Hall. Nor should the employer have to "call in" extra stage employees at Massey Hall, when the Roy Thomson house crew is available, and relatively idle.

The union does not dispute that this may seem "sensible" from the employer's perspective. However, the union asserts that the "permanent employees" comprising the "Roy Thomson house crew" cannot be assigned to work at Massey Hall. Under the terms of the current collective agreement, they can only be used at Roy Thomson Hall. Moreover, under the terms of that collective agreement, the employees are also entitled to a salary guarantee, *at Roy Thomson Hall*, regardless of the volume of work available for them to do there.

In the union's submission, the employer's proposed disposition of these "permanent employees" is contrary to the terms of a collective agreement that was signed only a few months ago (August 2001); and would result in a loss of work opportunities for other unemployed union members. By moving the Roy Thomson house crew from Roy Thomson Hall to Massey Hall for a few months - something that has never happened before and which the union says the employer is not entitled to do - the employer is avoiding its obligation to call in out of work union members to do the "TSO work" at Massey Hall. In the union's submission, the Roy Thomson house crew is being asked to do work at Massey Hall which otherwise would be, (and in the union's view should be), done by *other* union members.

The union acknowledges that a "wage guarantee" is a little unusual. One seldom finds such things in a collective agreement. Nevertheless, according to the union, the employees in the Roy Thomson "house crew" are entitled to their full wage guarantee,

even though the ongoing construction means that the work that they would normally do *at Roy Thomson Hall* is either not being done at all, or is being done at Massey Hall, (where the TSO is now playing). In the union's submission, that is the whole purpose of the wage guarantee: it shifts the burden of uncertainty to the employer, so that permanent employees on the Roy Thomson house crew will be paid the negotiated amount, regardless of the volume of work that is available for them. So, the union posits: if a visiting orchestra engagement is unexpectedly cancelled and the theatre is "dark" for a couple of weeks, the house crew still get paid. And, in the union's submission, the closure for renovations is no different - except, of course, that unlike an unexpected cancellation or change of plans, the renovations and their effect were totally foreseeable.

* * *

The parties are agreed that I have been properly appointed under the terms of the collective agreement and that I have jurisdiction to hear and determine the matters in dispute between them.

The parties are further agreed that if I find that there has been a breach of the collective agreement, I may remain seized in the event that there is any issue about the amount of compensation (if any) to which particular employees might be entitled.

The provisions of the collective agreement that are central to the dispute read, in part, as follows:

ARTICLE 3 - UNION SECURITY

3.1 The Manager agrees to employ only stage employees supplied by the Union and who are members in good standing by (sic) the Union.

3.2 The Union agrees to supply the number of competent persons required by the Manager to perform work under the provisions of this Agreement.

3.3 The Employer may refuse to employ or may demand replacement for any stage employee in an intoxicated condition.

ARTICLE 5 - PERMANENT EMPLOYEES

5.1 *The Manager shall employ **at Massey Hall** on a permanent basis during the term of the Agreement a Head Electrician,* whose employment shall be *guaranteed* a minimum of forty (40) hours pay per week for a minimum of forty (40) weeks per year commencing September 15.

5.2 Notwithstanding the above, the Manager and the Union agree to meet during the first week of January of each year to review the non-service weeks in the balance of the season to lessen the forty (40) week guarantee by up to ten (10) weeks.

5.3 Notwithstanding the above, for the current year commencing September 15, 1996, the Manager and the Union agree to reduce the forty (40) week guarantee to thirty five (35) weeks.

5.4 *The Manager shall employ **at Roy Thomson Hall** on a permanent basis three Heads of Department,* whose functions shall be those of Head Electrician, Assistant Electrician (Head Soundman) and Property Master and *whose employment shall be guaranteed a minimum of forty (40) hours pay per week for forty-eight (48) weeks in each calendar year.* The manager will designate the four (4) weeks which are not guaranteed herein, as vacation time.

5.5 *The Manager shall employ **at Roy Thomson Hall** a fourth Head,* whose function shall be that of Head Carpenter and *whose employment shall be guaranteed a minimum of forty (40) hours pay per week for forty weeks between September 5 in June 15.*

5.6 The schedule of rates herein shall apply to a total of forty (40) to to hours pay in any week. Midnight and Sunday performances shall be paid at two times the basic performance rate. Sunday shall not be considered as part of the forty hour workweek.

> **5.7** The duties of the aforementioned permanent employees shall be working of rehearsals and performances and the maintenance of all stage equipment, the setting of platforms, draperies, scenery and orchestra stands and chairs as required in the respective theatres.
> ...
>
> **5.9** Lectures and audiovisual presentations in the concert hall auditorium, their take-in, set-up and take-out shall be paid on an actual hours worked basis at the prevailing hourly rate and performance rate shall not be applicable.
>
> **5.10** All non auditorium events, there take-in, set-up, operation and take-out shall be paid on actual hours worked basis at the prevailing hourly rate and performance rate shall not be applicable.
>
> **5.11** Lobby, Patio and Rehearsal Hall audio set-ups, operations, and take-downs by permanent employees only, shall be paid as a straight time four (4) hour call commencing between 8:00 o'clock a.m. and midnight, Monday through Saturday.
>
> **5.12** All employees employed under this article shall be members of the Union, selected and appointed by the Manager. [emphasis added]
> ...

The argument focused on those provisions which have been emphasized. Certain other provisions of the collective agreement will be mentioned later. The background is not really in dispute.

II - The background in a little more detail

The employer is a publicly funded corporation that operates two well known concert facilities in the City of Toronto: Roy Thomson Hall and Massey Hall (which are located a few blocks from each other). The union represents the "stage employees" who work at these facilities. The union's bargaining rights are confirmed in Article 2 of the collective agreement, which reads as follows:

> The Manager hereby recognizes the Union as the sole collective Bargaining Agent for all stage employees of the Union under the jurisdiction of the Union, in respect of wages, hours of work and all other working conditions ***at*** *the concert hall situated in the City of Toronto and known as "Massey Hall" and* ***at*** *the concert hall situated in the City of Toronto, known as "Roy Thomson Hall".*

As will be seen: the bargaining rights are defined in respect of employees who work *AT* each of the concert halls operated by the employer; and in this sense the recognition clause uses the same verbal formula that is found in Article 5. The current collective agreement was executed on August 20, 2001, and remains in force until May 31, 2003.

The collective agreement applies to the "permanent employees" at each facility (i.e. the "house crews") [see Article 5], and also to the casual employees who are called in from time to time, to meet the requirements of the particular client that is using the hall [see Article 3]. When the labour requirements for a particular production are beyond the capacity of the house crew at either location, the employer can (and may be obliged to) resort to the union "hiring hall" for additional workers, whom the union then supplies. These casual call-ins supplement the house crew, and give the employer the flexibility to augment its work force in accordance with the needs of whatever program is being mounted at its facilities. The distinction between "permanent" employees and casual/call-in employees is evident in a number of provisions of the collective agreement. (For example, only "permanent employees" have "just cause protection" - see Article 15).

The parties have had a collective bargaining relationship for many years; and I am told that most of the language of the collective agreement has likewise been in place for a very long time. However, the agreement is, to say the least, relatively sparse and somewhat unusual. I have already mentioned the wage guarantee, which, on its face, is unrelated to any work obligation. In addition: there is no provision that addresses the transfer of workers from one venue to another, there is little mention of "seniority-based rights", and, unlike most collective agreements, there is no provision contemplating layoff and recall. Indeed, the employer concedes that, under this collective agreement, it cannot lay off "permanent employees" even if there is a shortage of work.

In other words, the current collective agreement is quite different from what one would typically see in other labour relations contexts - even in the "public sector".

The employer is currently involved in a twenty million dollar renovation of the Roy Thomson auditorium. As a result of those renovations, the concert hall will be closed for about six months, from March 18, 2002 until August 11, 2002. The performance space where union members normally work, is now a construction site, under the control of Ellis Don, the general contractor co-ordinating the renovations. The employer anticipates that the closure may produce an operating/revenue loss of about one million dollars.

The TSO is the largest single client for the Roy Thomson concert hall, and under normal circumstances, the TSO would be expected to use that facility quite intensively between March 18 and June 30. There would ordinarily be concerts at Roy Thomson Hall every week - although not every day - and on weekends as well. So in order to accommodate the needs of its major tenant, the employer has arranged for the TSO concerts to be held at Massey Hall; and in order to do the necessary "staging work" (lighting, sound, props, facilities, etc.), the employer has assigned the Roy Thomson house crew to work at Massey Hall.

The Roy Thomson house crew is familiar with the needs of the TSO, because that is work that they customarily do at Roy Thomson Hall. The work that they are being asked to do, at Massey Hall, is the work that they would have done at Roy Thomson hall, but for the renovations. That is why the employer wants to shift the Roy Thomson house crew over to Massey Hall in the rather special circumstances in which it finds itself.

There is no assertion that there is a general right to transfer permanent employees back and forth between Roy Thomson Hall and Massey Hall, and the employer acknowledges that, ordinarily, the Roy Thomson house crew would work exclusively at Roy Thomson Hall. There is no evidence that the Roy Thomson house crew ever works at Massey Hall, even on a limited basis.

The employer says that by providing the Roy Thomson house crew with employment of the same kind, for the same customer, at Massey Hall, it is meeting the

requirements of the collective agreement - and incidentally, avoiding the costs of engaging additional casual call ins. Moreover, since the Roy Thomson performance space is now a construction site, there really isn't work (or much work) for the Roy Thomson house crew to do. Thus, having them work at Massey Hall is a sensible disposition of the employer's work force.

It is not disputed that, at some point, towards the end of the renovation process, the Roy Thomson house crew will have to be brought back to Roy Thomson Hall for "commissioning purposes" and for related training on new light and sound equipment that is being installed at Roy Thomson Hall. That may involve several weeks work, later on in the summer. However, in the meantime, while the concert area is closed for renovations, there is nothing much for them to do. So in the employer's view, it makes operational and economic sense to have the Roy Thomson house crew go over to Massey Hall, and work on the TSO concerts - that is, to have the employees follow "their work" and do at Massey Hall what they would normally do at Roy Thomson Hall.

The parties do not agree on how much productive work could be done at the Roy Thomson location, while the auditorium is being renovated. The union says "quite a bit" - including painting, maintenance, repair, and other miscellaneous duties, of the kind that the employees may be called upon to do, when they have time, between performances or when the "house is dark". The union points out that, in the nature of things, there are periods between shows, or between performances, when the house crew is at work, being paid, even though there are no performances going on. Moreover, even though the

auditorium is closed, there are other parts of the building which are still open, and are still available for events of various kinds. Roy Thomson Hall is still operating on a limited basis, and the auditorium is not the only space where events are held.

The union submits that there are all kinds of duties that the workers customarily perform, or could usefully perform, during those times when then the concert hall is not in use; for it is in the nature of the business that shows come and go, and there are always periods when the hall is empty. That is why the union has negotiated specific protections for the house crew, so that these "permanent employees" will not be subject to the vagaries of the "entertainment market place". But by the same token, the employees are not "idle" between shows: the employer has work for them to do.

The union also points out that, some years ago, when the St. Lawrence Centre was closed for renovations (for 18 months) the permanent employees were kept on, and kept busy. In the union's view, there is no reason why the employer cannot do the same thing here.

The union does not assert that the kind of work, or the volume of work, would be the same as if there were no renovations. Nor does the union assert that the practice at St. Lawrence Centre is "binding" on the employer here. However, the union maintains that, quite apart from "training and commissioning" work that will arise towards the end of the project, there are lots of things for the house crew to do at Roy Thomson Hall in the meantime.

In summary, the union does not suggest that the employees should be paid for doing "nothing". On the other hand, the union does say that the employment guarantee is geographically rooted at Roy Thomson Hall, and entitles the house crew to payment regardless of what or how much work they do.

The employer disagrees with the union's assessment of how much *productive* work might be available for the Roy Thomson house crew, if they were confined to working at Roy Thomson Hall. In the employer's view, there simply isn't very much; and it is certainly less useful to the employer than having them do their "normal work" - which is supporting the TSO concerts that are now being held at Massey hall.

More fundamentally though, the employer asserts that it should not be required to employ workers to do things that are of little utility or of lesser utility than the other things that they could do, and are normally engaged in. Nor should the employer have to "make work" for the Roy Thomson house crew, or have them do things that are better left to Ellis Don or its subcontractors. The employer says that it is entitled to have its permanent employees continue to do "*their own work*" at Massey Hall. The employer reiterates that it is not requiring the house crew to do anything different than they would otherwise be doing, if the TSO concerts were being conducted at Roy Thomson Hall.

III - How the parties read their collective agreement

The employer urges me to take a broad and purposive reading of the collective agreement, so as to achieve the "prompt and fair" settlement of this grievance, that is contemplated by Article 1 (the "Purpose Clause"). The employer argues that I should give the words "*at* Roy Thomson Hall" in Article 5, an elastic and functional interpretation, so as to mean, roughly, "in connection with".

The employer submits that, as long as the work being assigned to the Roy Thomson house crew is *their own work,* (which is to say: the work that would have been doing at Roy Thomson Hall, for the client that would normally have been using Roy Thomson Hall), then the employer should be entitled to have that work done by the Roy Thomson Hall house crew, even though they will be situated, geographically, over at Massey Hall. The employer argues that the permanent employment guarantee is a guaranteed right to do *particular work* under *particular economic conditions* - not a claim to particular territory, or particular geography, or work in a particular building. It is a preferred claim to do work *in respect of what Roy Thomson Hall does*, as an institution.

Thus, in the employer's submission, the employees remain "permanently employed" ***at*** Roy Thomson Hall, even when they are working for some weeks over at Massey Hall. The employer refers me to the various definitions for the word *"at"* found it the Oxford Dictionary and Black's Law Dictionary; and submits that, in the context of this business operation, the collectively bargained guarantee pertains to a particular

number of employees, for whom the employer is obliged to maintain (and pay for) a connection with a particular body of work that they customarily do (see Article 5.7 which lists their customary duties).

The employer does not suggest that it can transfer employees promiscuously from one location to another whenever it wishes, nor is there any reliance on the management rights clause, as such. The employer does not say that it has a free hand to assign duties to the Roy Thomson house crew, when they are over at Massey Hall. Rather, the employer says that in the unusual circumstances of this case, the Roy Thomson Hall house crew should be regarded as working *"at"* Roy Thomson Hall, when they are doing their regular work, which they would have done at Roy Thomson Hall, but for the renovations.

The employer submits that I should not read the collective agreement in a manner that produces the "absurd" and "anomalous" results that the union urges: paying people to do little or nothing, or "make work". In the counsel's submission, I should adopt an interpretation that avoids that consequence, which, he argues, could never have been contemplated by the bargaining parties. Counsel referred, *inter alia* to *Re. OECTA & The Toronto Catholic District School Board* (2000) 88 L.A.C. (4th) 47, where arbitrator Marcotte ruled that when faced with competing but linguistically permissible interpretations, one should consider their reasonableness, administrative feasibility, and any anomalous results that might flow from one interpretation or the other. I am urged to adopt the same approach, and reject the union's proposed interpretation or Article 5.

The union replies that the agreement means what it says: the employer must maintain a small permanent crew at Roy Thomson Hall, and at Massey Hall; and those permanent employees are entitled to be paid their salary guarantee, regardless of the volume or nature of the work that they have to do there. Article 5 has two components: a permanent work assignment AT Roy Thomson Hall and AT Massey ; and a wage guarantee for the employees, which varies, a little, depending on location and job function. In the union's submission, there is nothing ambiguous or anomalous about that language; nor is it unreasonable for the employer to have to abide by what it has agreed to - particularly where, as here, the timing and effect of the renovations must have been known to the employer in August 2001, at the time that the current collective agreement was being negotiated.

The union submits that there is nothing "absurd" about giving these words their plain meaning; and the fact that the outcome may be more expensive or "less productive", for the employer, does not relieve the employer of its obligations. Nor would it justify what the union asserts is a patently unreasonable interpretation of the agreement. In the union's submission the words "*at Roy Thomson Hall*" mean just that: situated geographically within the building and grounds that make up the facility commonly known as Roy Thomson Hall. Likewise the words "*at Massey Hall*" mean "at" or "in" the building housing the Massey Hall auditorium.

In the union's submission: under the current collective agreement, the permanent house crew at Roy Thomson Hall must be maintained *at Roy Thomson Hall;* and it is not

required to work *at Massey Hall*, for which different provisions apply. If there is extra work at Massey Hall, the employer should call in out of work union members under Article 3 of the agreement.

IV - Discussion and Decision

Let me begin by observing that I have considerable sympathy for the employer's position - and for the commercial setting in which it is currently operating. I do not think that an arbitrator should lightly conclude that the bargaining parties intended that employees would be paid for doing little or nothing. Nor should one readily conclude that the parties intended that one grouping of employees would remain idle, in one part of the operation, so that others could be called in, unnecessarily, somewhere else. And I agree that it would not promote the long-term health of a publicly funded institution if it were obliged to operate (and be seen to operate) in a manner which was manifestly inefficient - particularly in today's environment, when the pressures on the arts community are obvious, and the TSO itself stands on the brink of bankruptcy. Objectively speaking, the employer's position does "make sense".

On the other hand, this is not an "interest arbitration" in which I may be guided by my own view of what is just and equitable in all the circumstances - or by what I believe to be a "fair balance" between employer and employee interests. Rather, I am obliged to ascertain the intention of the parties (and their respective rights and obligations) from the words of that they had used in the written document: giving those words their ordinary or

plain meaning, unless there is some clear indication that the parties intended otherwise. Almost 50 years ago, in Re *Massey-Harris Limited* (1953) 4 L.A.C. 1579, Gale J. put it this way:

> ... [we] must ascertain the meaning of what is written into a clause and give effect to the intention of the signatories to the Agreement as so expressed. If, on its face, the clause is logical and is unambiguous, we are required to apply its language in the sense in which it is used notwithstanding that the result may be obnoxious to one side or the other. In those circumstances it would be wrong for us to guess that some affect other than that indicated by the language therein contained was contemplated or to add words to accomplish a different result.

Similarly, in *Re Howden & Parsons* (1970) 21 L.A.C. 171 Arbitrator Weiler observed:

> Though the arbitrator is not confined to an overly literalistic or legalistic reading of contract language, he must base his decision on the sense or purpose of the original understanding of the parties, as reflected in the language they have used. He cannot override the meaning which he finds they have agreed to, and thereby deprive one party of the *rights* to which he is entitled, simply because he [the arbitrator] feels that the exercise of these rights works undue hardship on the other side, and thus, perhaps, should not have been claimed in the circumstances.

Now, no doubt an arbitrator may sometimes be persuaded to depart from the literal meaning of the words, if such meaning leads to an "absurd" result. The bargaining parties were unlikely to have intended an absurdity. However, "ill considered results" are not sufficient cause to disregard the plain meaning of the words in the agreement; nor can a party be relieved of the consequences of what it has agreed to, simply because it turns out to be more expensive or less efficient than was originally anticipated. There is no principle of interpretation that requires an adjudicator to embrace the most "cost-effective" reading of the

Under Articles 5.3 and 5.4 the parties are talking about PERMANENT employment "AT Roy Thomson" Hall, on the terms specified. There is nothing to suggest that the parties ever intended that someone PERMANENTLY employed AT Roy Thomson Hall would be working over at Massey Hall for an extended period. The structure and language of the clause suggests precisely the opposite: namely, that the Roy Thomson house crew will be permanently working at Roy Thomson Hall - as, of course, they always have been. The words, as the union reads them, accurately describe the business situation that has been in effect for many years.

Despite the ingenuity of employer counsel's argument, I simply cannot read the words "*AT* Roy Thomson Hall" to mean "*AT* Massey Hall". Not only is that not the most obvious meaning of those words, read by themselves, but it does not comport with the actual situation to which the clause is addressed (two distinct venues with different terms and conditions), or the way in which those words "at Roy Thomson Hall" are used elsewhere in the collective agreement. For just as Article 2 distinguishes between the two buildings, so do other provisions in the collective agreement.

Article 14.4 addresses " when Massey Hall or Roy Thomson Hall is operated on a Sunday for church service...". Article 16 begins "when Massey Hall or Roy Thomson Hall, or any portion of either is used for television videotape or motion picture making...either within or without any building on the

grounds of either at Massey Hall or Roy Thomson Hall...". Article 16.3 talks about "audio recording of events at Massey Hall or Roy Thomson Hall...". Article 16.4 mentions photographers "using Massey Hall or Roy Thomson Hall, or any portion of either...". Similarly Article 16.6 involves the "use of the stage at either Massey Hall or Roy Thomson Hall before or after a stage program for the purposes of posed shots...". Article 16.07 begins "When the manager sublets, leases or loans either Massey Hall or Roy Thomson Hall or any portion thereof ...". Article 16.8 begins "When Massey Hall or Roy Thomson Hall or any portion of either is used for television...". Article 18 warns employees about "bringing intoxicating beverages into Massey Hall or Roy Thomson Hall...". And so on.

In each of these instances (and there are others) the parties are referring to, and distinguishing, a separate building, facility and performance space. When the parties have used the words "at", "in", or "within", followed by the name of the concert hall, they are making a geographic or institutional reference: they are talking about the particular building in question.

Accordingly, I cannot accept the employer's submission that the Roy Thomson house crew should be considered to be employed or working, permanently, at Roy Thomson Hall, when they are in fact expected to be working on a regular basis for a number of weeks at Massey Hall, and will not be working at Roy Thomson Hall at all. However elastic the word "at" may be, I do not think that it can be stretched this far.

When Article 5 is read in its entirety, and in context, it seems to me that it means precisely what it appears to say: that there will be one individual employed on a permanent basis (situated) at the Massey Hall building, with certain wage guarantees; and there will be another four additional individuals employed on a permanent basis (situated) at the Roy Thomson Hall building, with different wage guarantees. That is the assignment that has been in place been for many years, and it is what the parties have agreed to maintain.

Although I reach this conclusion with some with some reluctance because of the operational consequences for the employer, I agree with the union that the individuals "permanently employed" AT Roy Thomson Hall, cannot be assigned to work at Massey Hall.

I also agree with the union that the individuals permanently employed at Roy Thomson Hall are entitled to the wage guarantees spelled out in Articles 5.4 and 5.5 - even though they may not be as actively or intensively employed as they normally are, and they may not be doing the same things that they normally do. In my view, these terms of the collective agreement are not linked to a particular volume or kind of work. Indeed, the very nature of a guaranteed minimum amount of pay, is that it will be forthcoming *regardless* of whether the employees are actively engaged or "busy" for the number of weeks stipulated.

In my view, these articles generate a pay obligation, not a work obligation; and for the reasons outlined above, it is an obligation that pertains to employees at Roy Thomson Hall.

This does not mean that the four employees are going to be paid for "doing nothing". The union concedes that they cannot do their "normal work", so the employer can assign them whatever work is available, or could usefully be done - even if it is not what they typically do. However, I agree with the union that the obligation to work and the payment guarantee pertain to Roy Thomson Hall. The employer cannot direct these employees to work at Massey Hall for the next few months, while the TSO is performing there.

For the foregoing reasons, the union's grievance succeeds.

In accordance with the agreement of the parties, I will remain seized in the event that there is any dispute about the amount of compensation [if any] to which individual employees may be entitled.

Dated at Toronto, this 7th Day of April, 2002.

"R.O. MacDowell"

R.O. MacDowell (sole arbitrator)