

**IN THE MATTER OF AN ARBITRATION**

**BETWEEN:**

CITY OF OTTAWA

("the Employer")

**AND:**

IATSE, LOCAL 471

("the Union")

**RE:** LANDSDOWNE URBAN PARK SCOPE/POLICY GRIEVANCE

**SOLE ARBITRATOR:**

Kevin M. Burkett

**FOR THE EMPLOYER:**

Linda Tremblay – Director, City of Ottawa  
Community Recreation and Cultural Programs

**FOR THE UNION:**

John M. Lewis – IATSE, International Vice President  
Department Director, Canadian Affairs  
Mark Hollingworth - Business Agent of Local 471

# A W A R D

The Union has filed a policy grievance and 22 individual grievances that relate to the scope of its bargaining rights under its collective agreement with the City of Ottawa. The parties have reached a global settlement in respect of all of these grievances. The Minutes of Settlement, incorporating the terms of this global settlement, are attached as Appendix 'A' to this Award. There is no dispute with respect to my authority to Award on these matters.

I have been apprised of the respective positions of the parties with respect to the issues raised and I have reviewed the Minutes of Settlement. Having been so apprised and having reviewed the Minutes of Settlement I hereby, on consent of the parties, adopt these Minutes as my Award in this matter and direct compliance therewith.

I remain seized.

DATED at Toronto, Ontario on this 3<sup>rd</sup> day of May 2018.

*Kevin Burkett*

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Kevin M. Burkett

## **APPENDIX ‘A’**

### **MINUTES OF SETTLEMENT**

**BETWEEN:**

The City of Ottawa

(The ‘Employer’)

**AND:**

The International Alliance of Theatrical Stage Employees (I.A.T.S.E.)

(The ‘Union’)

**RE:** A Policy Grievance and 22 Individual Grievances dealing with the scope of the Union’s jurisdiction

- a. New Year’s Eve (H1302-IATSE-15-008)
- b. Sax in the City (H1302-IATSE-15-035)
- c. City Folk (H1302-IATSE-15-251)
- d. The Heat is On (H1302-IATSE-16-048)
- e. Brier Patch Keith Glass Band (H1302-IATSE-16-071)
- f. Brier Patch Bee Gees Night Fever (H1302-IATSE-16-065)
- g. Brier Patch Captain Fantastic Band (H1302-IATSE-16-064)
- h. Brier Patch Duelling Pianos (H1302-IATSE-16-063)
- i. Brier Patch Battle of the Bands/Rock Star Live (H-1302-IATSE-16-078)
- j. Brier Patch Jamie Williams/Silver Creek Band (H1302-IATSE-16-076)
- k. Brier Patch Jamie Williams/Disco Inferno Band (H1302-IATSE-16-077)

- l. Brier Patch Dueling Pianos/Keith Glass Band/The Carpet Frogs (H1302-IATSE-16-075)
- m. Brier Patch Jamie Williams/The Carpet Frogs (H-1302-IATSE-16-074)
- n. Brier Patch Cougar Chicks Tribute (H1302-IATSE-16-106)
- o. Ottawa4Fort Mac (H1302-IATSE-16-170)
- p. City Folk Festival (H1302-IATSE-16-264)
- q. Mayor's Gala (H1302-IATSE-16-286)
- r. Heineken Escapade (H-1302-IATSE-17-150) and
- s. Bound for Glory Wrestling grievance dated November 13, 2017
- t. City Folk Festival dated September 19, 2017 (H13-02-IATSE-17-208)
- u. Grey Cup Activities dated November 29, 2017 (H13-02-IATSE-17-249) and
- v. NHL Winter Classic Activities dates December 18, 2017(h13-02-IATSE-17-300)

(Collectively referred to as the "Individual Grievances")

Whereas the afore-identified grievances have been filed and the policy grievance processed to arbitration

and

Whereas the parties are desirous of resolving all of these grievances to their mutual satisfaction.

The parties therefore agree to the following Minutes of Settlement as constituting a full and final resolution.

1. The parties hereby agree that the scope of the IATSE - City of Ottawa collective agreement, as described in Article 3 therein, applies city-wide to all existing and future performing arts venues, studios and additions within the City of Ottawa. For greater clarity the parties agree that:
  - a. Venues similar to “Black Box”, “Arts Court”, “Sportsplex” and “Music in the Park” are not within the Union’s scope under this collective agreement.
  - b. Aberdeen Pavilion and the Urban Park are within the Union’s scope under this collective agreement.
  - c. The collective agreement does not apply to the Horticulture Building and
  - d. The collective agreement does not cover sports events (with the exception of events with an entertainment component) Consumer trade shows, community non-profit events mutually agreed between the parties, market events similar to the Farmers Market and work falling within the current scope of another bargaining unit.
2. It is understood and agreed that collective bargaining for any future performing arts venues, studios and additions shall commence as soon as practical. In the

event the parties are unable to reach agreement, the matter shall be referred to interest arbitration pursuant to the terms of this collective agreement.

3. The City of Ottawa agrees that for work under this collective agreement its rental agreements shall require all third party users in all City of Ottawa venues to adhere to the applicable terms and conditions of the IATSE – City of Ottawa collective agreement.
4. It is recognized that if the City is not the producer, the City shall not be responsible and or liable for any payment or collection of payments to IATSE or their members based on any agreement between the contract holder and IATSE for stagehand services.
5. Contracts with third parties that are presently confirmed are exempt from the application of these Minutes. The City will provide the Union with a list of these contracts within 10 calendar days of the date hereof.
6. The Union agrees to withdraw the policy grievance and the 22 individual grievances identified on the Style of Cause.
7. The City agrees to pay \$10,000 as damages to the Union.
8. Arbitrator Kevin Burkett is to remain seized with respect to the implementation of these Minutes.

DATED at Ottawa, Ontario on this 12<sup>th</sup> day of April, 2018.

“Linda Tremblay”

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For the City

“Mark Hollingworth”

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For the Union