

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

THEATRICAL STAGE EMPLOYEES)	
LOCAL 2,)	
)	
Charged Party,)	
)	
And)	
)	
EVENT MEDIA, INC. d/b/a COMPLETE)	Case 13-CD-185979
CREWING, INC.)	
)	
Charging Party/Employer)	
)	
And)	
)	
USW LOCAL UNION NO. 17U,)	
)	
Party-In-Interest.)	
)	

**CHARGING PARTY'S POST-HEARING BRIEF TO THE
NATIONAL LABOR RELATIONS BOARD**

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Charging Party, Event Media, Inc. d/b/a Complete Crewing, Inc. (“Complete Crewing”), by and through its counsel Franczek Radelet, files this brief with the National Labor Relations Board in support of its position in the above-captioned case.

I. Introduction

Through these proceedings, brought pursuant to Sections 8(b)(4)(D) and 10(k) of the National Labor Relations Act (“Act”), Complete Crewing requests Board resolution of a jurisdictional claim by the Charged Party, Theatrical Stage Employees Local 2 (“Local 2”), to the work of installing and dismantling of drapery and other soft goods in the production environment; including the installation and dismantling of pipe and drape at stage events or performances at hotels. Based on the relevant collective bargaining agreements, employer

preference, area and industry practice, relative skills of the employees, and concerns of efficiency and economy, Complete Crewing submits that the Board should award the disputed work to employees represented by Local 2.

II. Statement of the Case

A. Procedural History

On October 11, 2016, Complete Crewing filed a charge against Local 2 alleging a violation of Section 8(b)(4)(D) of the Act. Bd. Ex. 1(a). On October 24, 2016, the Regional Director for Region 13 issued a Notice of 10(k) Hearing. Bd. Ex. 1(d). The hearing was held on November 4, 2016.

B. Facts

1. Complete Crewing's business

Complete Crewing provides skilled production labor for business meetings and events, primarily in Chicago and primarily at hotels and convention centers. Tr. 21.

2. The collective bargaining relationships

Complete Crewing currently has separate collective bargaining relationships with Local 2 and USW Local Union No. 17U ("Local 17U"), both of whom are labor organizations under the Act. Er. Exs. 5, 6. Both collective bargaining agreements include language establishing that the employees represented by both Local 2 and Local 17U have jurisdiction over the installation and removal of drapes and soft goods. Er. Exs. 5, 6. Complete Crewing has had a much longer collective bargaining relationship with Local 2 than it has with Local 17. Tr. 48. The Complete Crewing – Local 2 collective bargaining agreement contains the following jurisdictional language:

- a) The Employer acknowledges and agrees that the jurisdiction of the Union pursuant to this Agreement shall extend to all production, show, event or attraction carpentry, electrical, audio, staging, rigging, property, special effects,

drapery and screen work. The Union's jurisdiction shall further include, but not be limited to: any work recognized as traditionally falling within the jurisdiction of the Union; the installation of, take out, and handling of all materials used in any production, show, event, attraction; the installation and carry off of all pipe and drapes and screens used as a scenic element or for booths, exhibits, and displays; and the assembling and dismantling of any and all material and equipment, used in connection with any production, show, event, attraction, including, but not limited to, rehearsals, auditions and performances, of every kind and nature.

b) The Employer acknowledges and agrees that the Union's jurisdiction pursuant to this Agreement shall also include, but not be limited to, all production, show, event, attraction, booth, exhibit, or display draperies, valances, curtains, hardware, pipes, upholstery and other decorations for any production, show, event, attraction, booth exhibit, or display; all electrical stage wiring, fuses, lamps, generators, spotlights, switchboards, patching panels, electrical pipes, tormentors and border lights, electric, electronics and sound systems and circuits, optical and mechanical devices and all lighting; visual, sound, audio or other effects of all kinds; all staging or theatrical accessories, musical instruments, scenery, properties, screens, picture screens and all cloth or hard masking, travelers, platforms, risers, turntables, traps, stage settings, stage elevators, rigging, backgrounds, stage floor, railings, door, door checks and panic bolts.

Er. Ex. 5, pp. 2.

The Complete Crewing – Local 17U collective bargaining agreement contains the following jurisdictional language:

The exclusive work of the Union, covered by its occupational jurisdiction shall consist of, but not be limited to, all floor marking (layout), installation and erection of drapes, fabric, canvas and structural materials used for installation. Areas such as registration, ASSOCIATION and Employees service areas to be determined by the employer and union as to required markings. All signs, other than electrical, to include hanging, ceiling and free standing. All overlays, lettering and vinyl transfers, except work done in the on-site and warehouse sign shop, banners, foam core, photographs, flags, bunting, shades, blinds, balloons, graphics, and decorations, etc. The driving and operation of flatbed scooters, mobile-aerial lifts, economics, scissor lifts and all tools necessary to perform the work of our jurisdiction. Erection of booths, slating of walls, stripping of any wood pertaining to drapery, fabric canvas or any substitute material, erecting of cables for any of the above. Distribution of materials and equipment, including but not limited to, stanchions, chains, ropes, signs, easels, bulletin boards and substitute use of materials. The work of the Union shall also cover the complete dismantle of any work installed under its jurisdiction at the end of each Show or Event, except that on back-to-back Shows or Events, the Employer has the right to keep management area equipment set up for at least three (3) shows in

succession as long as the Employer does not rent, sell or donate erected equipment to another contractor or employer.

Er. Ex. 6, pp. 1-2.

3. Disputed work

The work in dispute is as follows:

The installation and dismantling of drapery and other soft goods in the production environment; including the installation and dismantling of pipe and drape at staged events or performances at hotels.

Bd. Exh. 1(d).

At the hearing, the parties used the short-hand “pipe and drape” to describe the disputed work. A “production environment” is one involving a business or other type of meeting, event, or gathering that includes sound (or audio), video, lighting, scenery, a stage, and a screen in a meeting room, such as a conference room or a ballroom. Tr. 26. An example of the type of work that is in dispute was presented in Employer Exhibit 4 and Local 2 Exhibit 8. A “production environment” does not include a trade show floor, or an exhibit with a trade show booth. Tr. 26.

“Pipe and drape” in a production environment begins with unloading the equipment from trucks, moving the equipment into the meeting room, and setting up the production work based on a production plan. Tr. 33. A production plan requires the larger elements, such as the lighting, sound, and scenery, to be installed first. Tr. 33. Pipe and drape is typically installed toward the end of the process; if it is installed early in the set up, it interferes with the set-up of everything else in the production environment. Tr. 33. Pipe and drape installation requires the installer to assemble the core parts, including the base plate, pin, adjustable upright, and the adjustable cross-bar. Tr. 34. Drape installation involves rigging the drape if there is no ground support, but it can also be tied onto a lighting or other truss or sleeved into a pipe. Tr. 34.

Complete Crewing has employees represented by Local 2 on nearly every production event job because they are responsible for performing a substantial amount of the work associated with putting on such an event, including lighting, audio, scenery and rigging. Tr. 51. Employees represented by Local 2 can and do install and remove the pipe and drape as part of their other stage work installation and removal. Tr. 43, 51. Therefore, employees represented by Local 2 are rarely idle because employees can be moved around to assist other Local 2 members who are working on other aspects of the job, such as lighting, audio, or scenery. Tr. 129. Employees represented by Local 17U, on the other hand, only have the skills and training necessary to install and remove pipe and drape work and cannot assist on any other aspects of the job. Tr. 49, 59, 130-31.

The disputed work in this case does not involve every venue. Tr. 35-36, 46, 58, 63. For example, some venues in Chicago such as McCormick Place and Navy Pier have established and accepted work assignment guidelines regarding pipe and drape. Tr. 63. Also, pipe and drape at the Chicago Hilton is governed by an agreement that dictates whether Local 2 or Local 17U will perform the work. Tr. 151. Venue requirements prevail over individual collective bargaining agreements. Tr. 35.

Other venues do not have set rules for pipe and drape, in which case Complete Crewing retains discretion to hire employees represented by either Local 2 or Local 17U. Tr. 35, 56-57. Complete Crewing selects the workers it needs and assigns the work they will do based on the scope and amount of work to be done for the client and the client's schedule. Tr. 35. Complete Crewing selects and assigns workers guided by its knowledge of union jurisdiction throughout the Chicago area. Tr. 35.

When free to exercise its discretion, Complete Crewing has long used employees represented by Local 2 for pipe and drape and has done so before it used employees represented by Local 17U. Tr. 56. Complete Crewing entered into its first collective bargaining agreement with Local 17U because they had a large show coming up at McCormick Place that required Complete Crewing to utilize employees represented by Local 17U for the pipe and drape work. Tr. 96-97. However, prior to entering into this first collective bargaining agreement with Local 17U, Complete Crewing already had a long-standing collective bargaining relationship with Local 2 and assigned pipe and drape work to employees represented by Local 2. Tr. 48, 100, 147. In fact, the first collective bargaining agreement Complete Crewing ever signed was with Local 2. Tr. 48.

4. Local 2 claims the disputed work and threatens picketing and a strike.

Complete Crewing received a series of grievances from Local 17U regarding the installation and removal of pipe and drape work at several projects on which Complete Crewing had used Local 2. Tr. 61, 88, 138-42, Local 17U Ex. 10, 11, 12. Complete Crewing received two of these grievances over the summer of 2016 and simply paid them as a matter of expediency and because, as Complete Crewing's President and owner Floyd Dillman testified, he thought the problem would go away. Tr. 60, 61, 139, Local 17U Ex. 10. However, Complete Crewing received four more grievances from Local 17U during the fall of 2016 regarding the installation and removal of drapery and soft goods on projects it had assigned employees represented by Local 2. Tr. 60-61, 140-41, Local 17U Ex. 11 and 12. Complete Crewing did not want to continue to be grieved by Local 17U and realized that the grievances were expensive and were going to continue to be expensive to resolve. Tr. 60-61. Therefore, Complete Crewing sent a letter to Local 2 indicating that it would no longer assign the disputed work to employees

represented by Local 2 and would instead give the work to employees represented by Local 17U. Tr. 61, 143-44.

On October 11, 2016, Complete Crewing received a letter from Local 2 in which Local 2 threatened to strike and/or picket if Complete Crewing assigned the disputed work to employees represented by Local 17U. Er. Ex. 7. In response, Local 2 sent the letter threatening to picket and/or strike Complete Crewing. Tr. 61, Er. Ex. 7. Complete Crewing did not have any other communications with Local 2 regarding the work dispute before filing this Charge. Tr.146 Complete Crewing filed this charge because it wanted to obtain clarity from the Board about who should be assigned the disputed work. Tr. 146.

5. Complete Crewing's preference regarding the disputed work

Complete Crewing prefers to assign the disputed work to Local 2. Tr. 51. Mr. Dillman explained that he prefers to assign pipe and drape to Local 2 because it is more efficient for his business and less expensive for customers to use Local 2. Tr. 51. The employees represented by Local 2 excel at production work in the production environment and have a broader skill set that the employees represented by Local 17U do not have. Tr. 51 In most cases, employees represented by Local 2 are already on the job site to perform the rigging, audio, video, scenery, and lighting work and can perform the pipe and drape work seamlessly in the work stream that is involved in setting up a production event. Tr. 51.

In contrast, there are inefficiencies related to the use of Local 17U workers. Tr. 80-82, 129. For example, Mr. Dillman explained that he must call in and pay for employees represented by Local 17U hours before they are needed to perform the disputed work, which is usually a small part of the work associated with setting up and taking down a production event. Tr. 65. Employees represented by Local 17U do not install or remove lighting, sound, or traditional stagehand work. Tr. 130-31. Having employees from Local 17U sit idle while employees

represented by Local 2 install everything else adds additional, unproductive cost. Tr. 81. Using the employees represented by Local 2 is much more efficient for Complete Crewing because an employee represented by Local 2 can simply tie on a drape within fifteen minutes after they finish installing everything else as opposed to having to call in one or more employees represented by Local 17U for a minimum of four hours to do the same thing. Tr. 81-82.

Other factors explain Complete Crewing's preference for Local 2. For example, Local 17U's workers are entitled to overtime pay any day after 4:30 p.m., while employees represented by Local 2 earn overtime pay only when they work more than eight hours in a day regardless of the time of day they work. Tr. 86, Er. Ex. 1. This is important because meetings or conferences are not "9-to-5" events and hotels often book events so close together that workers cannot get into the room to install or remove production environment components until an odd hour. Tr. 86-87.

Workplace safety issues also drive Complete Crewing's preference for Local 2, whose members go through substantial safety training. Tr. 54. For example, the employees represented by Local 2 all have safety certifications that range from OSHA 10 to OSHA 30 to lift operation and scaffolding certifications to ETCP certifications. Tr. 54-55, 167-69. Also, Local 2 workers bring their own safety equipment to the jobs; employees represented by Local 17U do not. Tr. 55. Workers' compensation rates for employees represented by Local 2 (3% of wages) are significantly less than the rate for employees represented by Local 17U (10% of wages). Tr. 53. Additionally, staffing projects with employees represented by Local 17U to install and remove the drape and pipe work has a higher personnel cost because Local 17U has a rule that for any drapes that are higher than sixteen feet, Local 17U requires there to be three employees hired for the project. There is no similar rule for employees represented by Local 2. Tr. 53-54.

As mentioned above, some venues have specific union work assignment rules. Tr. 63, 151. However, at venues that do not have such rules, Complete Crewing prefers to assign the work to the employees represented by Local 2, unless the project in a ballroom is also associated with an exposition where Local 17U decorators are doing much of the work for the exposition. Tr. 55-56. In those circumstances, Complete Crewing will generally assign the pipe and drape installation and removal to employees represented by Local 17U in order to avoid the conflict that likely would result from the use of Local 2. Tr. 55-56. Over the past three years, Complete Crewing has assigned 75%-93% of the disputed work at “unrestricted” venues¹ to the employees represented by Local 2. Tr. 56, 106, 158, and 202.

Employees represented by Local 2 and Local 17U both have the abilities to complete the disputed work, but the employees represented by Local 2 have additional skills to do the rest of the work that is needed at the project. Tr. 59. This additional work includes the installation and dismantling of other equipment necessary for the production such as lighting, sound, production, theatrical rigging, carpet on the stages, etc. Tr. 51 and 59. Employees represented by Local 17U do not have these additional skills. Tr. 59. Therefore, using employees represented by Local 2 is more efficient and cost effective than using employees represented by Local 17U.

6. Area and industry practice regarding the disputed work

Employees represented by both Local 2 and Local 17U have performed the same work that is in dispute in this case at other hotels throughout the Chicago area. Tr. 165-67, 233-34. For example, Local 2 has collective bargaining agreements with other employers such as Encore Technologies, Extreme Reach, Freeman Audio Visual, and PSAV demonstrating their jurisdiction to install and remove drapery and soft goods in the Chicago area. Local 2 Exs. 3-6.

¹ Complete Crewing worked approximately 464 events in 2015, 50 of which were held in venues that do not compel the use of one union over another for the installation and removal of pipe and drape. Tr. 57.

As evidence of industry practice, Local 2 also installs and removes drapery and soft goods in other cities such as Atlanta, Orlando, and Las Vegas. Tr. 164. Local 17U also has collective bargaining agreements with other employers in various industries, including larger employers that provide similar services for trade shows such as Freeman and GES as well as smaller contractors that are labor brokers that provide setup for trade shows. Tr. 258-60. Installation and removal of drapery and soft goods at trade shows is different than the work in dispute in this case. Tr. 35-37.

III. Argument

A. The Dispute is Properly Before the Board for Determination Under Section 10(k) of the Act.

1. Legal standard governing applicability of Section 10(k)

Before the Board may resolve a jurisdictional dispute pursuant to Section 10(k) of the Act, it must be satisfied that reasonable cause exists to believe that Section 8(b)(4)(D) has been violated and that the parties have not agreed on a method for the voluntary adjustment of the dispute. The Board requires that there be reasonable cause to believe (1) that a labor organization has used proscribed means to enforce its claim to the work in dispute, and (2) that there are competing claims to the disputed work between rival groups of employees. *Local 624, United Brotherhood of Carpenters and Joiners of America, AFL-CIO*, 322 NLRB 428 (1996); *Operating Engineers Local 318 (Foeste Masonry)*, 322 NLRB 709 (1996).

The Board has consistently held that in a 10(k) proceeding, it need not find that a violation of Section 8(b)(4)(D) has occurred; rather, it need only determine that reasonable cause exists for finding such a violation. *Construction and General Laborers District Council of Chicago and Vicinity, Local 1006 (Central Blackstop Co. Inc.)*, 292 NLRB 57 (1988). Thus, the Board need not resolve testimonial conflicts in order to determine the merits of the dispute.

Construction and General Laborers District Council of Chicago and Vicinity, Local 1006, 292 NLRB 57 (1988).

2. There is reasonable cause to believe that Local 2 violated Section 8(b)(4)(D) of the Act.

The record evidence establishes reasonable cause to believe that Local 2 violated Section 8(b)(4)(D). The parties stipulated that Local 17U and Local 2 have competing claims for the disputed work. Bd. Ex. 2. It is also undisputed that Local 2 used proscribed means to enforce its claims for the disputed work. Er. Ex. 7. On October 11, 2016, Local 2 sent a letter to Floyd Dillman, President of Complete Crewing, threatening to engage in jurisdictional picketing and a strike at Complete Crewing's facilities and at its events it produces. Er. Ex. 7. A threat to engage in conduct proscribed by Section 8(b)(4)(D) is sufficient to establish a violation of the Act. *Robbins Plumbing & Heating Contractors, Inc.*, 261 NLRB 482 (1982).²

3. There is no agreed-upon alternative procedure for resolving his dispute.

The parties stipulated that there is no agreed-upon alternative procedure for resolving this dispute. Tr. 11.

B. The Relevant Factors Establish that the Board Must Award the Disputed Work to Employees Represented by Local 2

1. Legal standard governing resolution of jurisdictional disputes

Section 10(k) of the Act requires the Board to resolve jurisdictional disputes by making an affirmative award of disputed work after considering the relevant factors. *NLRB v. Electrical Workers IBEW Local 1212 (Columbia Broadcasting)*, 364 U.S. 573, 586 (1961). The Board reviews these factors and uses its common sense and experience to award the disputed work.

² Counsel for Local 17U stated in his opening statement his belief that Local 2's threat was a sham and resulted only from collusion between Complete Crewing and Local 2. However, Local 17U failed to produce any evidence to support its counsel's claim. See *Laborers International Union of North America, Local 265 (Henkels & McCoy)*, 360 NLRB No. 102, 6 (2014) (union failed to produce any "affirmative evidence that Laborers' threat was not genuine or that it was a product of collusion with the Employer").

Int'l Brotherhood of Electrical Workers (U.S. Info. Sys.), 326 NLRB 1382 (1998). The relevant factors include: (1) certifications and collective bargaining agreements; (2) employer preference; (3) employer past practice; (4) area and industry practice; (5) economy and efficiency of operations; and (6) relative skills and training of employees. *Chicago Reg's Council of Carpenters, Local 1*, 347 NLRB 540, 540-41 (2006).

2. Certifications and collective bargaining agreements

Local 2 and Local 17U both represent employees who are hired by Complete Crewing to perform the disputed work and both have current collective bargaining agreements with Complete Crewing. Complete Crewing has had a long-standing collective bargaining relationship with Local 2 which pre-dates its collective bargaining relationship with Local 17U. Complete Crewing's collective bargaining agreements with both Local 2 and Local 17U include language that gives both unions a contractual claim to the disputed work.

3. Employer Preference

The Board normally accords employer preference considerable weight. *Iron Workers Local 1 (Goebel Forming)*, 340 NLRB 1158, 1163 (2003). Complete Crewing prefers to assign the disputed work to the employees represented by Local 2. Both Local 2 and Local 17 represented employees possess the skills and experience needed to perform the disputed work. However, assigning the disputed work to Local 2-represented employees is most economical and creates operational efficiencies for Complete Crewing and its customers. Employees represented by Local 2 have additional skills and abilities necessary to complete the rest of the project that employees represented by Local 17U do not possess. Therefore, Complete Crewing's preference, supported by legitimate reasons to assign the disputed work to Local 2, favors an award of the disputed work to employees represented by Local 2.

4. Employer Past Practice

The evidence establishes that Complete Crewing's past practice with regards to the assignment of disputed work is overwhelmingly in favor of Local 2. As Mr. Dillman testified without contradiction, over the last three years, he has exercised his discretion to assign the disputed work to Local 2 from 75 to 93% of the time, and he generally assigns it the disputed work to Local 17U only to avoid a conflict where the Local 17U because decorators are doing work for a tradeshow elsewhere in the venue. Therefore, this factor also favors an award of the disputed work to the employees represented by Local 2.³

5. Area and Industry Practice

Both Local 17U and Local 2 presented evidence that employees represented by each Local have performed the same work that is in dispute in this case at other hotels throughout the Chicago area. Tr. 165-67, 233-34. For example, Local 2 introduced its collective bargaining agreements with Encore Technologies, Extreme Reach, Freeman Audio Visual, and PSAV demonstrating their jurisdiction to install and remove drapery and soft goods in the Chicago area. Local 2 Exs. 3-6. Local 2 also presented evidence that it installs and removes drapery and soft goods in the course of their regular setup at hotels throughout Chicago as well as in other cities such as Atlanta, Orlando, and Las Vegas. Tr. 164-65. Local 17U also testified that it has collective bargaining agreements with other employers in various industries, including larger

³ Local 17U introduced Exhibits 7, 8, 9, 13 and 14, ostensibly to establish that Complete Crewing has assigned the disputed work to Local 17U. Complete Crewing does not argue to the contrary and admits that it has occasionally assigned the disputed work to Local 17U. However, Local 17U's exhibits paint a false picture because they are overwhelmingly slanted towards venues where pipe and drape installation and removal is governed by venue rules and does not represent the disputed work at issue here, *i.e.*, situations where Complete Crewing has the discretion to assign the work without the constraints imposed by venue rules. Local 17U's exhibits demonstrate that of the 519 assignments given to Local 17U by Complete Crewing since 2012, only 83 of them (or approximately 16%) of them were at an "unrestricted" venue, such as the Chicago Hyatt (not McCormick Place Hyatt), the Sheraton, the Peninsula, the Fairmont Hotel, and the Continental Hotel. The other 436 projects were given to Local 17U at pursuant to venue rules at McCormick Place, Navy Pier, the Chicago Hilton, and the Palmer House.

employers that provide similar services for trade shows such as Freeman and GES as well as smaller contractors that are labor brokers that provide setup for trade shows. Tr. 258-60.

The work in dispute in this case involves only the installation and removal of drapery and soft goods in the production environment, which is different than the installation and removal of drapery and soft goods in a trade show or exposition environment. Therefore, Local 17U's evidence regarding its experience in installing and removing drapery and soft goods at the Hilton, McCormick Place and other trade show and "restricted" venues is irrelevant to the Board's analysis of the area and industry factor in this case.

In contrast, Complete Crewing and Local 2 presented evidence establishing that the area and industry practice for the installation and removal of drapery and soft goods in the production environment in the Chicago area as well as in other U.S. cities is to assign the work to employees represented by Local 2. Therefore, the Board should find this factor favors assigning the work to employees represented by Local 2.

6. Economy and efficiency of operation

The evidence demonstrates that the employees represented by Local 2 possess broader skills and experience that allow them to perform all of the disputed and non-disputed work on projects in the production environment. Employees represented by Local 2 perform not only the disputed work, but also a wide variety of the other work associated with setting up a production event, such as sound, lighting, and video. Local 17U employees do not bring the same skill set and experience to the table. Local 2 employees can, in the performance of their other duties, handle the disputed work seamlessly and in an efficient and orderly manner and without the downtime associated with Local 17U's workers. The employees represented by Local 17U do not possess the skills or experience necessary to perform the other production event functions that Local 2 is able to perform. Further, the employees represented by Local 2 do not earn

overtime until they have worked eight hours in the day, while the employees represented by Local 17U begin earning overtime any time they are required to work after 4:30 p.m.

The “economy and efficiency of operations” factor tilts heavily in Local 2’s favor. *Laborers International Union of North America, AFL-CIO (Eshbach Brothers, LP)*, 344 NLRB 201, 204 (“We find that, on balance, because the Laborers are performing other work on the project, aside from the disputed work, the factor of economy and efficiency of operations favors an award of the disputed work to those employees.”); *International Association of Machinists and Aerospace Workers, Local 724, AFL-CIO*, 309 NLRB 377, 380 (1992) (“The employer observes that it can use its [Local 724] mechanics to perform the work in dispute as well as the related maintenance and repair work. The Local 1556-represented employees...cannot be cross-utilized in this way. We find that the factor of economy and efficiency of operations favors an award of the disputed work to employees represented by Local 724.”) The evidence demonstrates that the employees represented by Local 2 can be utilized to install and remove all of the lighting, audio, and visual equipment as well as install and remove the drapery and soft goods, but the employees represented by Local 17U cannot be utilized to perform anywhere near the same variety of work performed by Local 2.

Local 17U presented testimony that its members have experience and are able to do manual rigging and installing and removing pipe, drape and soft goods in the production environment. Tr. 230, 232, 234-35. However, and in contrast to Local 2 members, employees represented by Local 17U can install any drapery and signage at hotels throughout Chicago as long as the drapery and signage does not have lighting or electrical motors associated with it. Tr. 232, 234-35. Employees represented by Local 17U cannot begin their work of installing drapery and soft goods until the screens and electrical equipment are installed, work that is often done by

employees represented by Local 2. Tr. 241-42, 247. Local 17U acknowledges that members of its bargaining unit cannot install or remove lighting, electrical equipment, or audio visual equipment, all of which are done by employees represented by Local 2. The economy and efficiency factor does not look solely at whether the disputed work can be performed by one particular union; it looks at which union claiming the work can perform a more complete job for the employer. In this case there is no dispute that employees represented by both Local 17U and Local 2 can install and remove drapery and soft goods in the production environment. However, the evidence presented by Local 17U clearly demonstrates that its employees can *only* install and remove drapery and soft goods while employees represented by Local 2 can install and remove drapery and soft goods *as well as* install and remove the rest of the equipment such as sound, lighting, audio visual, and scenery. Employees represented by Local 17U cannot do this additional work; therefore, the economy and efficiency factor favors awarding the work to Local 2.

7. Relative skills and training of employees

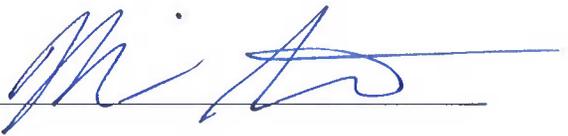
The evidence establishes that Local 2 workers possess the skills necessary to perform all of the disputed and non-disputed work at the unrestricted facilities as a result of regular training, certifications, and the regular performance of similar work for Complete Crewing and other employers. Further, employees represented by Local 2 receive extensive safety training and possess various certifications for all of the work they perform, including OSHA 10 and OSHA 30 certifications in safety training. Importantly, Complete Crewing's employees represented by Local 2 also possess the skills necessary to install all of the lighting, audio, and visual equipment on these projects, skills the employees represented by Local 17U do not possess. Therefore, the relative skills factor favors awarding the disputed work to employees represented by Local 2.

IV. CONCLUSION

For the reasons set forth above, the Board should find that this jurisdictional dispute is properly before it and the Board should award the disputed work to employees represented by Local 2, and not to the employees represented by Local 17U.

Respectfully submitted,

EVENT MEDIA, INC. d/b/a COMPLETE
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By:  _____

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