

IN THE MATTER OF AN ARBITRATION UNDER THE
LABOUR RELATIONS CODE, R.S.B.C. 1996

BETWEEN:

TEAMSTERS UNION LOCAL NO. 155

("Teamsters")

AND:

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYEES, LOCAL 891

("IATSE, Local 891")

AND:

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

("AMPTP")

*(Re: Jurisdictional Dispute – X3 Canada Productions Ltd. – Gators, ATVs, Golf Carts, Forklifts, and
Similar Equipment)*

EXPEDITED DECISION/ ORAL AWARD

ARBITRATOR:

Stan Lanyon, Q.C.

COUNSEL:

Linda Dennis
for Teamsters

Allan Black, Q.C.
for IATSE, Local 891

Barry Dong
for AMPTP

DATE OF HEARING:

November 30, 2005

PLACE OF HEARING:

X3 Canada Production Site
Vancouver, BC

DATE OF AWARD:

December 5, 2005

The Teamsters filed a dispute notice, dated November 18, 2005. It seeks a declaration that the use of gators, ATVs, forklifts, golf carts, and similar equipment falls within its exclusive jurisdiction in regard to the above Production. It states that the Employer's current practice is contrary to the Umpire's policy decision of July 31, 2002.

The above parties agreed to an expedited investigation/adjudication at the actual location of the current filming. The location consists of three integrated sets situated at 3512 East Kent Avenue North, Vancouver, BC.

After a view of the site and explanations from each party as to the actual practices on the site (primarily in the use of gators), I concluded the following:

- 1) If equipment is delivered to the location/site as a first drop and then moved to a second location on site it falls within the jurisdiction of the following Union:
 - a) If the material/equipment is simply transported to a second drop site this work falls within the Teamsters Jurisdiction.
 - b) If the material/equipment is moved into position on set then it falls within IATSE jurisdiction.
- 2) IATSE members may use the gators to transport their tools and equipment in furtherance of their specific job duties.
- 3) If gators are used for the sole purpose of transporting cast and crew, this work falls within the Teamsters jurisdiction.

4) If a crane or forklift is simply moved to a drop site this work falls within the Teamsters jurisdiction. However, if a crane or forklift is moved into position this work falls within IASTE jurisdiction

5) An issue arose in regard to the use of small trailers that are attached to gators for the purpose of transporting material/equipment.

A practical approach was adopted by the parties. First, their future use of these trailers shall be minimal. Second, any future use of these trailers shall be the result of consultation between all parties prior to their use.

Finally, all parties understand that a single instance or a sporadic practice does not establish a jurisdictional pattern or precedent. As stated in the Umpire's Award of July 31, 2002, jurisdictional issues are to be addressed within the "significant criteria" of the "film industry's need for efficiency and its capacity to provide services at a reasonable cost...Labour stability is one of those crucial factors." (pg 19).

Dated at the City of Vancouver in the Province of British Columbia this 5th day of December 2005.

"Stan Lanyon"

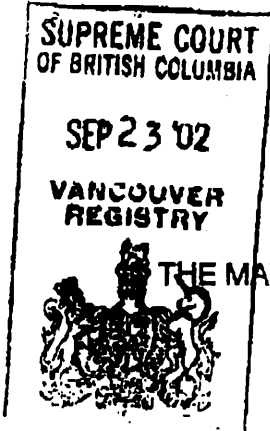
STAN LANYON, Q.C.

4022924 I CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL AWARD

Dated this 20th day of September 2002

Stan Lanyon

STAN LANYON, Q.C.



THE MATTER OF AN ARBITRATION UNDER THE LABOUR RELATIONS CODE,
R.S.B.C. 1996

AND IN THE MATTER OF A DISPUTE UNDER TO THE
JURISDICTIONAL RESOLUTION AGREEMENT

BETWEEN:

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL UNION 155

("Teamsters 155")

AND:

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, LOCAL 891

("IATSE 891")

AND:

INTERNATIONAL PHOTOGRAPHERS GUILD OF THE MOTION PICTURE AND
TELEVISION INDUSTRY

("IATSE 669")

AND:

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

("AMPTP")

(Re: Jurisdictional Dispute: Forklifts et al. and Golf Carts et al.)

UMPIRE:

Stan Lanyon, Q.C.

COUNSEL:

Linda Dennis
for Teamsters Local 155

Kate Young
for IATSE 891

Casey McCabe
for IATSE 669

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**Barry Dong and
Brian Dartnell
for AMPTP**

DATES OF HEARING:

**November 7, 8, 9, 22, 26, 27 and 28, 2001
January 7, 8, 18, April 9, 10, 11, May 24
and June 10, 11, 26 and 28, 2002**

PLACE OF HEARING:

Vancouver, B.C.

DATE OF DECISION:

July 31, 2002

CONCLUSION:

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A. Forklifts (including Man Lifts, Genie Lifts, Condors, Z-Booms, Lighting Cranes, Chapman Cranes, Blue Chip forklifts, Scissor Lifts and Skytracks)

1. In general, I conclude that where the use of this equipment is in furtherance of specific duties that are at the core of a particular craft, they are a tool of the trade.
2. In regard to the specific IATSE departments I conclude the following:

(a) Construction

It is not contested that the Construction Department operates its own forklift.

(b) Paints and Greens Department

It is acknowledged that these departments often use the Construction forklift. However, these departments also employ other forklifts i.e. Scissor Lifts, Bobcats and Backhoes. When this equipment is used to paint sets or to lay ground coverings they are a tool of the trade.

(c) Lighting/Electrical Department

This Department provides power to the set and rigs Lighting Cranes. It is uncontested that the operation of Lighting Cranes, once rigged, falls within IATSE's jurisdiction.

(d) Special Effects Department

This Department uses many types of forklifts for the creation of special effects. When they do so they are a tool of the trade.

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(e) Set Decoration Department

A forklift is employed when placing sets in their final position. When they do so they are a tool of the trade. Cranes (i.e. Scissor Lift) are also used for the dressing of the set. When they do so they are a tool of the trade.

(f) Grip Department

This Department is responsible for camera movement. Any forklift or crane used for that purpose is a tool of the trade.

3. It is largely uncontested that Teamsters have jurisdiction over Hiab Cranes and any special order equipment (i.e. cranes, forklifts).
4. Loading and Unloading.

This has often been a mixed practice. IATSE has termed it an "ancillary" duty. However, as stated, the primary purpose of the Teamsters is the transportation of goods and loading and unloading generally falls within this purpose. However, from the evidence the following was clear: first, some Teamsters insist upon loading and unloading their own trucks; second, other Teamsters do not load or unload at all; third, Teamsters and IATSE on many occasions cooperate in loading and unloading; and, fourth, some IATSE departments do their own loading and unloading.

It is the Teamsters jurisdiction to deliver goods to a location. If they have loaded that material or equipment, and are responsible for that load, it is their jurisdiction to unload. Further, they are entitled to place the equipment into what might be termed its "first drop" (a term borrowed from the construction industry); that is, the material that they have delivered to the set will be unloaded by them and they are entitled to move that material to where it will sit until it is used. For example a crane may be dropped at a site where it will be rigged. The Teamster is entitled to unload the crane and place it

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where it will be rigged. However, once the crane is rigged with lighting and is to be moved, it is within the jurisdiction of IATSE.

Further, movement of cranes within a set for the purpose of filming will clearly fall within IATSE's jurisdiction. Movement of equipment from storage to shooting site, from shooting site to shooting site is within the Teamsters jurisdiction. Positioning of equipment for a first drop is within the Teamsters jurisdiction. Positioning of equipment for the purpose of filming is in IATSE's jurisdiction.

Certain equipment is loaded or unloaded by specific crews who are knowledgeable about the equipment. For example the camera truck. If the camera truck had been loaded by certain individuals then that individual is entitled to unload that truck or retrieve any goods from that truck during filming. This has been the general practice to date and should continue.

B. Golf Carts, ATV's, Snowmobiles and Gators.

1. This equipment mostly raises the issue of who moves equipment, cast, and crew within a set; most often at a location. If something or someone is moved simply for the purpose of transporting them then that generally falls within the Teamsters jurisdiction; for example, the transportation of the cast. However, the transportation of equipment and material on site does arise as an issue. A clear example has been the various IATSE department's use of golf carts to help them transport their equipment.

When IATSE transports their equipment with push carts the Teamsters claim no jurisdiction. However, if they transport that same equipment using a golf cart the Teamsters state that that is their jurisdiction. However, when work is performed that clearly falls within a specific union's jurisdiction, for example, the movement of equipment by push carts, and technological change results in that same work being done using different equipment, this does not usually result in a union losing that work solely based on the change of equipment. Lou Shore, on behalf of the Employer, stated that a rule used in some U.S. jurisdictions, is that the amount of equipment or material

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equivalent to what can be placed on a push cart, can be placed on a golf cart, and be driven by any of the respective crafts. This of course preserves the Teamsters original jurisdiction of transporting goods on a set that begins with the pick-up truck, and includes all larger size vehicles. I adopt this U.S. rule.

2. *Cameras (Mounted or Hand-held)*

I conclude that IATSE locals have the jurisdiction to drive vehicles which are being used for the purpose of filming. (The obvious exception is camera or inset cars.) There is no distinction between hand-held cameras or cameras that are mounted. The expertise of IATSE is equally compelling in both cases. Therefore both fall within the jurisdiction of IATSE.

3. *Longpre Award*

The Longpre Award was made on a without prejudice basis. However it was agreed to by the unions. The Employer was not a party to this agreement. I confirm the Longpre Award wherever it is not in conflict with this Award. Where it is in conflict this Award prevails.

4. *Ordering of Equipment*

Who is entitled to order equipment is a decision of management. It is not a jurisdictional issue.

5. *Location/Studio*

All parties agree and I conclude that in making a jurisdictional assignment no distinction should be made between what takes place in the studio and what happens on location.

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6. *Pre-Production, Production and Post-Production*

All parties agree and I conclude that in making a jurisdictional assignment no distinction should be made between what takes place in pre-production, production and post-production.

7. *Mixed Practice/Cooperation*

Many Teamsters and IATSE have traditionally cooperated. They do so for example in the loading and unloading of trucks. What is most important is that this cooperation be preserved and encouraged. Therefore, as a matter of jurisdictional policy any such cooperation or mixed practice will not prejudice a jurisdictional claim. In other words, where parties can show that the shared work was done cooperatively no adverse inference will be drawn against either party in regard to their jurisdictional claims.

C. Management Decision-Making

If there is a jurisdictional dispute as to who performs a particular piece of work management of course makes the decision. If there is a disagreement over the decision then the matter is grieved under the Jurisdictional Resolution Agreement. A make-whole remedy for any improper assignment of jurisdiction is monetary (wages). Thus the rule that the union works now and grieves later is applicable to all jurisdictional disputes. Any work stoppage resulting from a jurisdictional dispute is subject to discipline as is any other misconduct.

D. "Get Carter"

Laurie Edmundson was unloading a truck with a forklift and placing at least some sets into their final position for filming. The Teamster member, Wylie Vlahovic, admitted that he unloaded the set decorations and placed them in final position for filming. I find

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that this work was within the jurisdiction of IATSE. Had the unloading of the truck been simply a first drop, then that would have been the Teamsters jurisdiction.

E. "Secret Agent Man"

Golf carts were used for the purpose of laying cable. Laying cable is within the exclusive jurisdiction of IATSE 891. As well, other equipment loaded on the golf cart was roughly equivalent to that of a push cart. Therefore the "push cart" rule applies. I find that the golf carts in this instance were within IATSE's jurisdiction to operate.

F. Natural Justice

This hearing was clearly an adjudication under Article 3 of the Jurisdictional Resolution Agreement. Therefore the fundamental principles of natural justice apply and each party was entitled to "present their evidence". This is what Article 3 of the JRA requires.

The Dispute Notices in "Secret Agent Man" and "Get Carter" are dismissed.

It is so awarded.

Dated at the City of Vancouver in the Province of British Columbia this 31st day of July, 2002.



STAN LANYON, Q.C.

ENTERED

SEP 23 2002

VANCOUVER REGISTRY

VOL 1035 FOL 142

**IN THE MATTER OF AN ARBITRATION
UNDER THE *LABOUR RELATIONS CODE***

BETWEEN:

TEAMSTERS LOCAL UNION NO. 155

(TEAMSTERS)

AND:

**INTERNATIONAL ALLIANCE OF THEATRICAL, STAGE
EMPLOYEES, LOCAL 891**

(IATSE 891)

AND:

**INTERNATIONAL PHOTOGRAPHERS GUILD
OF THE MOTION PICTURE & TELEVISION INDUSTRIES
IATSE LOCAL 669**

(IATSE 669)

ARBITRATOR: Richard Longpre

COUNSEL FOR TEAMSTERS Linda M. Dennis

COUNSEL FOR 891 Kate Young

COUNSEL FOR 669 E. Casey McCabe

HEARING: September 28, 1998

DECISION: September 29, 1998

INTRODUCTION

This decision deals with three areas of dispute. The first is the operation of ATV's, Golf Carts, and Gators. The second is the operation of the Musco Mobile Lighting Crane Trucks. In the course of the evidence on the ATV's, Golf Carts and Gators issue, there arose a controversy over the operation of a camera crane from a "hot seat". Consequently, that third matter will be dealt with here as well.

The Teamsters 155, IATSE 891 and 669 agree that I am the Umpire constituted to address these work jurisdictional disputes.

The employer was given notice but did not attend.

ATV'S, GOLF CARTS, AND GATORS

This decision shall refer to "defined vehicles" which shall mean ATV's, Golf Carts and Gators, and vehicles of a similar nature, not to exceed the TARE (total load weight including passengers) weight of the 1998 John Deer Gator. All vehicles having a greater TARE weight shall constitute a camera car or insert car and be operated by Teamster 155.

When the defined vehicles are being used to replace dollies to create camera movement in the making of moving or still shots, such vehicles shall be operated by IATSE 891 or 669. The selection of which IATSE Local is to perform the work will be at the direction of the Director of Photography.

The defined vehicles shall be moved from storage to set, and from shooting site to shooting site, and delivered by a Teamster 155 driver to camera or grip departments for grip equipment and camera mounting. Once the grip equipment or camera equipment is mounted the operation of the vehicle at a shooting site during shooting shall be by IATSE.

The operation of the defined vehicles for the movement of all personnel or any equipment from storage to the shooting site, or from shooting site to

shooting site, and within shooting sites shall be performed by Teamsters 155 drivers.

However, the parties recognize that in an emergency situation or where unforeseen circumstances arise, and where the Teamster Captain confirms that a Teamster 155 driver cannot be available within a reasonable time, members of IATSE 891 or 669 may operate the defined vehicles to retrieve or convey necessary equipment. It shall be understood that this utilization shall not be a day to day duty for any employee other than a Teamster 155 member.

This division of function shall be without prejudice to the consideration by an Umpire in determining any future jurisdictional disputes that may arise between these unions.

MUSCO MOBILE LIGHTING CRANE TRUCKS

The operation of the Musco Mobile Lighting Crane Trucks shall be within the exclusive jurisdiction of Teamsters Local 155. The photographic utilization of such trucks operated by these Teamsters shall be under the direction of the Director of Photography or his delegate (i.e. the Chief Lighting Technician or the Gaffer).

CAMERA CRANES

Teamster 155 drivers will drive the cranes to, on, off and from the set. The operation of the crane once in position shall be the exclusive jurisdiction of IATSE under the direction of the Director of Photography or his delegate (Key Grip or Camera Operator). The practice of Chapman cranes having been operated once in position in a shared way between Teamsters 155 and IATSE 891 shall continue as follows. The operation of the vehicle from the driver's seat shall be performed by a Teamster driver. Some of these cranes include a second seat faced in reverse from the driver's seat. From that seat the chassis can be repositioned. This is described as a "hot seat". When this function is used there are two persons in the vehicle. The operation from the hot seat shall be performed by IATSE 891 while the operation of the steering from the steering position shall be performed by Teamsters Local 155.

I remain seized to deal with matters arising from this decision.

DATED this 29th day of September, 1998 in Vancouver, B.C.

R. S. Longpre

R. S. Longpre

Umpire