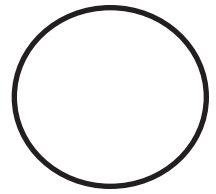


NEWSREEL

APRIL

2007



TEAMSTERS LOCAL 399 • SECRETARY-TREASURER LEO T. REED

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Contract Negotiations Begin

By Leo T. Reed

We have begun early negotiations for a new contract, and our next session is scheduled for the last week of June.

In the opening session it was interesting to ascertain the direction in which studios are going and what they want. It appears that one of the issues is the change of the grouping system and the other is an attempt to take part of our distant location work away.

The producers know what we're determined to win – wage increases, pension protection, and maintenance of our quality health plan.

Management's proposal to eliminate the grouping system comes up in every set of nego-

tiations. It's a habit – it's part of the producers' tradition. However, we all know that I won't allow any changes. And I'm aware that you'll reject any contract offer that alters the grouping system. We all know you'll shut down the industry rather than allow it. I tell you every three years that I will protect the contract and protect your grouping system.

The producers know what we're determined to win – wage increases, pension protection, and maintenance of our quality health plan.

As for distant location work, this issue contains a long story about our victory in a major arbitration. This involves our

trailers. The arbitrator ruled that we have the right to follow our equipment. The studios don't seem to want to comply. Even though we prevailed on the major issues, they are still trying.

As the Director of the Motion Picture Division of the IBT, I have called a strategy meeting. We will meet April 30 with every union in the motion picture industry to iron out any differences and confirm their continued support.

Remember, with solidarity we thwarted the studios' attempt to lower television rates by 23 percent three years ago and received a decent contract. Now the studios are trying to get back at us.

My goal is to get the backing of the entire country behind us again and show the producers that their attempts will be futile and unproductive. All we want is a decent contract that is fair to management and this union. That's what we are seeking when we reopen negotiations in June. Continued support from all members will help our efforts!

TEAMSTERS LOCAL 399

Studio Transportation Drivers
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On the Cover

Working on "Semi Pro"

Front Row, from left to right:

Dave Morrison, Bob Cawley,

Jr., Kenny Farnell, Stewie

Griffin, Trustee Jack Fisher,

Troy McClure

Back Row: Dave Calaway.

Executive Secretary and Office Manager Carole Stepp Retires

After a 32-year Teamster career, Carole Stepp — Local 399's Executive Secretary and Office Manager — is retiring.

Her career has been a distinguished one. "Carole has been with me from the beginning, when we fought and beat the former administration and got rid of corruption," said Secretary-Treasurer Leo T. Reed. "Carole was with me when we first took over the Local, when the Local was \$41,00 dollars a month in the red. Today, with her help, we are financially sound."

Along with her busy schedule, Carole finds time to be a sympathetic ear and a guiding force for members with problems on and off the job. "She goes the extra mile to help our members with personal problems," reports Secretary-Treasurer Reed. "On more than one occasion a terminally ill member made a special trip to the union headquarters to thank Carole for all the help and assistance that she rendered. Every week I get calls from grateful members and retirees praising her.

It's a combination of efficiency and concern that exemplifies her career. "I grew up in a union town

with union values," she explained. "My father was a truck driver in Detroit and I saw first hand how unions helped the working class community." Her family moved to California where she became a bookkeeper for Local 848. Her sister also joined the office staff and rose through the ranks to become office manager, business agent and International Representative. Carole's mother had a 15-year career as a Teamster bookkeeper and her husband Lee, a driver in the food industry when they met in 1975, has been a Local 399 member for 20 years.

"The Teamsters are my family," she says with a tear in her eye. "I spend hours on the phone each day listening to members and so many have become my friends. I'm going to miss the people I work with and miss the members I have come to know."

A caring daughter, Carole intends to spend more time with her mother — Selma Rosenfeld — who lives with her. As far as future plans, she is considering hobbies and wants to make a career-long scrapbook. She sums it up: "Retirement may be easy, but leaving my Teamster family is tough."

"Carole was with me when we first took over the Local, when the Local was \$41,000 dollars a month in the red. Today with her help, we are financially sound."

"Carole has been with me from the beginning, when we fought and beat the former administration and got rid of corruption," said Secretary-Treasurer Leo T. Reed.



Feature: *Semi Pro*

Transportation Coordinator Mike Menapace

Transportation Coordinator and third generation Local 399 member Mike Menapace proudly says he has a crew of 'thinkers.'

"I must say, I feel very fortunate to have these drivers. All of them are very friendly, hard working and versatile. They work as a cohesive unit and are well liked by all of the crews we work with," Menapace noted.

The 39 year-old began putting together a core group of drivers in the early 90's. "One of the things I decided long ago was that I wanted to keep a crew together. When the show ends, we take a few weeks off, then we're onto the next show. I'm out getting the next project because I believe it's my job to keep them working."

That core group (see list below) – along with the full crew of nearly 40 drivers during the busiest filming days – is currently working

on the feature *Semi Pro* starring Will Farrell and Woody Harrelson.

The period piece based in the 70s recounts the last days of the American Basketball Association. Although filming has taken place in Detroit and Flint, Michigan, Menapace and crew were enjoying a five-week stint at the LA Fire Training Center just below Dodger Stadium.

"We have a huge base camp with a lot of equipment," he pointed out. "With over 3,000 extras, we have a lot of equipment and basically two of everything. But, it is a real luxury for us to be at a single location for five weeks."

Although *Semi Pro* looks back 30 years, Menapace said the film is not a big picture car show. "It's mostly about basketball filmed in big arenas. We do have some police cars, period buses and an old Eldorado for Phil. This is a pretty

mellow car show, and there's not a lot of destruction on this one," he added with a laugh.

This mode is unlike his past work on *Talladega Nights* or *Bad Boys II*. "Each show has its different challenges, and this one is more about getting the people and equipment moved around officially and safely."

Born in Trinidad, Colorado, Menapace grew up in the movie business. His grandfather was president of Teamsters Local 146 for over 20 years, where his father, David, and Uncle Robert were also members. The Colorado Teamsters were used as local hires when many Westerns were being shot in the late 1960's and early 70s. The trio eventually moved to LA to continue working in the film industry and became members of Local 399.

Menapace instead chose a different path. With associate degrees in both computer science and electronics under his belt and on his way to a Bachelor's degree in electronics, one day it occurred



Mike Broomer, Theresa Roehner, Michael Fennessey and Jim D'Amico

"Each show has its different challenges, and this one is more about getting the people and equipment moved around officially and safely."

~ Mike Menapace

to him that this chosen career wasn't right.

"I knew I wouldn't be happy but I didn't know what I wanted to do," he recalled. "Honestly, my dad made me come out and go to work."

"We have a huge base camp with a lot of equipment," he pointed out. "With over 3,000 extras, we have a lot of equipment and basically two of everything. But, it is a real luxury for us to be at a single location for five weeks."

Partly because he had been around the film industry his whole life and never considered it as a career, Menapace found the job came natural to him. "I found something that I really love. And to this day I still enjoy doing it."

While Menapace finds the extended periods away from his wife, Jan, and 11-month-old son, Matthew, are the worst parts of the job, he savors all the different

challenges that come with the position.

"It's never stagnant. Every day and every job are different. New and exciting things always come up. You definitely don't get stuck in a rut; it's a job that keeps you on your toes."

And there is always something new to learn. "When I started as a young man, I learned from my dad and others around me. That's one of the great things about this field, on every show you learn something new."

Surrounded by a solid core crew in a job he loves, Menapace said he's happy he 'fell into' the industry. "I wouldn't trade it for anything. Every day I'm happy to go to work ... you'll never hear me complain."



**Transportation Coordinator:
Mike Menapace**



Dan Canamar- Dispatcher

The Following work on set:

Jim D'Amico- Captain, Dan Canamar- Dispatcher, Big Mike Broomer- Driver / works on set with picture vehicles, Teresa Roehner- Driver/ handles all cast trailers, Kevin Cordill- Honeywagon, Kevin Cortez- Driver, Jim Sgrignoli- Driver, Bob Cawley Jr.- Driver, Jim Cawley- Driver, Ed O'Neal- Driver, Del Clough- Basecamp Genny operator, Chris Gorden- Driver/ Co-Captain on occasion, Mike Riportella- Co-Capt/ Picture Vehicle Coordinator on occasion, Walter Horn- Driver, John Batiuk- Van captain, Steve Howard- Driver.

ARBITRATION PRESERVING WORK FOR ITS MEMBERS

Under the resolute leadership of Leo T. Reed, Local 399 has won a major arbitration victory against Walt Disney Pictures and Television protecting the work of its members on distant locations. In her award, Arbitrator Sara Adler essentially held that when a trailer is taken from the Los Angeles metropolitan area to a distant location, it must be taken there by a member of Local 399 and, once at the distant location, must be assigned to a member of Local 399. Thus, the industry's dream, primarily advanced by Disney, of subcontracting the transportation of trailers to common carriers and then assigning the trailers to local Teamsters hired at the distant locations will be just that, a dream.

By not having Local 399 drivers on a show, producers like Disney had hoped to avoid paying "per diem and housing" to their drivers and either avoid or reduce paying so-called "Post-60s" and "Supplemental Markets" contributions to the Motion Picture Industry Pension and Health Plans. To get an idea of how important the decision is to the jobs of Local 399's drivers, and what a tough decision it was for Leo to advance the case to arbitration, one must know the whole story, which I am now happy to tell.

I am just a union lawyer. I have only a Class C license and I have never worked on a motion picture in my life. Until recently, I thought a honey wagon was similar to a craft services truck but only served toast with honey on it. But thanks to Leo, his fine team of Business Agents and some longtime members of Local 399, I now feel that I know more about transportation in the motion picture industry than all of management put together.

In the early parts of the last century, when Los Angeles became the motion picture production capital of the world, trucks and roads were not what we see out there today. Because of the limitations on transportation back then, most motion pictures were shot in or around Los Angeles. Indeed, most were shot on a sound stage. If a producer needed a New York street scene, it built a New York street. If it needed a New Mexico vista, a scenic artist painted one. The few west-

erns shot on location did not require as much equipment as motion pictures do today.

With the exception of horse trailers and a few small trailers for the stars, most of the movement of motion picture equipment was done with the forerunners of today's 5-ton and 10-ton trucks. Simply put, today's modern trailers didn't exist and, even if they did, they wouldn't have been able to operate on many of the roads back in the 1930s and 1940s.

With the 1950s came the vast improvements to the interstate highway system. And with the improved roads came the increased use of trailers, and the trailers just got bigger and bigger. And with the bigger trailers came bigger and bigger production packages. Soon, to make a motion picture meant shipping tons of equipment, star trailers, honey wagons and other vehicles to various distant locations.

At first, everything went well. What was then Paragraph 59(f) of the Black Book and is now Paragraph 59(e) required the producers to man all "automotive equipment" taken to a distant location with a Local 399 driver and no one seemed to question the meaning of the provision. Then, in the 1980s, some genius in management had a brainstorm—which thankfully has now turned out to be a braindrizzle.

The management representative reasoned that (1) because "automotive equipment" in Paragraph 59(f) (now 59(e)) is the same as "rolling stock" in Paragraph 75 and (2) because "rolling stock" within the jurisdiction of Local 399 had to be "propelled by internal combustion motors or by electrically driven motors," trailers were not automotive equipment because they weren't self-propelled by their own motors. Although it seemed painfully obvious that a trailer can't get to a distant location unless propelled there by something, like a tractor with an internal combustion motor, the studios thought that they had really hit upon something.

Fortunately, throughout the 1980s and most of the 1990s, the notion that trailers were not "automotive equipment" that the Black Book required to be manned by

Local 399 drivers was merely a discussion point during negotiations and, as far as Local 399 knows, rarely acted upon. Then, in the late 1990s, a few studios would have a trailer common-carried to a distant location, hooked up to a locally rented tractor, and assigned to a local Teamster hired at the distant location. When Local 399 found out about these few instances, it would grieve them. But here was the dilemma.

Although Local 399 was confident that trailers were both "automotive equipment" and "rolling stock," what if a studio convinced some arbitrator that they weren't? After all, arbitrators have gotten things wrong before and a union is stuck with an arbitrator's wrong decision. If this happened, instead of one or two trailers a year being subcontracted to common carriers and assigned to locally hired Teamsters, most of the trailers used on a show would be handled this way. Fearing such a result, Local 399 typically withdrew the grievances without prejudice to its position that trailers were both "automotive equipment" and "rolling stock."

Then, in early 2001, Warner Bros. decided to really test the theory. During the filming of *Eight Legged Freaks* in Arizona, most of the transportation equipment used in production was rented in Arizona and properly assigned to drivers represented by Teamsters Local 104. However, approximately ten (10) trailers, consisting of a wardrobe trailer, a make-up trailer, three (3) 3-room trailers, four (4) 2-room trailers and a grip trailer, were obtained from vendors in Los Angeles County. Approximately six of these ten (10) trailers were picked up in Los Angeles County and pulled to Arizona by Teamsters represented by Local 104 using tractors and/or trucks obtained from vendors in Arizona.

Business Agent Randy Peterson grieved the use of Local 104 drivers to pull and otherwise operate the six Los Angeles trailers. In response, Warner Bros. contended that trailers were not "automotive equipment" or "rolling stock" within the meaning of the Black Book and, because the tractors came from Arizona, they were properly assigned to Arizona

Teamsters. More importantly, the entire industry was watching to see what Local 399 would do.

Randy met with Leo and the two of them discussed the issue. Randy argued that it was no longer one or two trailers on a show, but a half dozen, and if Local 399 let Warner Bros. get away with this use of non-Local 399 drivers, other studios would quickly follow suit. After a few fitful nights, Leo decided that he could no longer sit back and allow the industry to thumb its nose at Local 399. He authorized Randy to take the case to arbitration, subject to a review by the attorney. That is when I came into the dispute.

As I already noted, I have only a Class C license and I have never worked on a motion picture in my life. Thus, Local 399's first task was to teach me about transportation in the motion picture industry, because if I was going to convince some arbitrator (who also had only a Class C license and also never worked on a motion picture) that trailers truly are "automotive equipment" and "rolling stock" within the meaning of the Black Book, I had to know how those terms were used when they first appeared in a Local 399 contract.

To help me learn the difference between a honey wagon and a production van and when each first came into use, Leo, Randy and the other Business Agents of Local 399 brought in some of the old timers, some of whom were retired and some of whom have since died. For weeks, I met and or talked on the telephone with the likes of Mike Connolly, Dickie Lee, Howard Small, Richard White, Corky Randall, Donnie Casella, George Phillips, Mike Russell and undoubtedly others whose names I since have forgotten.

During these weeks I reviewed old collective bargaining agreements going back to the late 1920s and old photos of base camps from the 1930s and 1940s, listened to stories of how members' fathers and grandfathers moved motion picture equipment to distant locations, read about meetings of the Western Conference of Teamsters where Local 399's right to travel with its equipment was discussed and basically took a crash course on transportation in the motion picture industry. Following my crash course, I was as certain as any lawyer could be

that Local 399's position was the correct one and that it had a very good chance of prevailing in the arbitration. I so advised Leo and, after another restless night or two worrying about the ramifications if I was wrong, he authorized Randy and me to proceed to arbitration.

The arbitration lasted several days and stretched over a period of several months. Warner Bros. had hired one of the most, if not the most, creative attorney in Los Angeles to represent it in the arbitration and he made Local 399 prove every point. Thankfully, our witnesses (the same longtime members whom I had interviewed during my education) were great. One even arranged for a field trip by the arbitrator to actually see a working trailer and Corky Randall, with his cowboy hat and his portable spittoon, had the arbitrator eating out of his hand during his testimony.

For its part, Warner Bros. relied heavily on the testimony of two labor relations officials from Disney, who testified that Disney routinely used common carriers to transport trailers to distant locations. Local 399 and I later learned that Disney had an ulterior motive in providing not one but two witnesses in another studio's case.

The Warner Bros. argument was that, if it was all right for Disney to use common carriers, it was all right to use members of Local 104 to transport the trailers. Here I made a decision I came to regret. Rather than confront the Disney witnesses with the true facts (until then, it had rarely if ever used common carriers and, when it did, it was without the knowledge of Local 399), I decided to focus on the fact that Warner Bros. had directly employed the drivers from Local 104 while Disney did not employ the drivers of the common carriers; they were employees of the common carrier.

When the arbitrator finally issued an award on April 10, 2003, she found that trailers are indeed "automotive equipment" and "rolling stock" within the meaning of the Black Book and that Warner Bros. violated the contract by assigning them to Local 104 drivers. Specifically, the arbitrator held:

"[T]he Black Book gives Local 399 Teamsters the right to be assigned the work associated with trailers. This includes pulling trailers to distant locations

outside of California, pulling them while they are at the distant location, and performing duties related to the trailers while they were on distant location."

When the award came down, Warner Bros. and its attorney went ballistic and asked the arbitrator to reconsider her ruling. Unfortunately, she did and on June 10, 2003 issued a "clarified" award. Although she continued to hold that trailers are "automotive equipment" and "rolling stock" within the meaning of the Black Book and that Warner Bros. violated the contract by assigning them to Local 104 drivers, she went on to state that: "This Award makes no finding about the propriety of using local drivers when trailers are transported to a distant location by a subcontractor or whether there is a binding past practice accepted by the Union in these situations." This was all that Disney needed.

On or about September 5, 2003 (a few short months after the final award was issued against Warner Bros.), Disney had several trailers, loaded with generators, special effects, and other equipment, transported by a common carrier or common carriers from the Los Angeles metropolitan area to Washington, DC for use on its production of *National Treasure*. Subsequently, several more trailers loaded with motion picture equipment were transported in the same manner. In all, Disney had approximately a dozen trailers (not just one or two) transported from the Los Angeles metropolitan area to Washington, DC by a common carrier or common carriers. Clearly, Disney was challenging Local 399 to a fight.

At the time Disney made the challenge, the Business Agent assigned to Disney was Walt Williams. At the urging of Randy Peterson, Walt grieved the subcontracting and, shortly thereafter, retired. Disney was then passed on to Steve Dayan who, with Randy's help, made a thorough investigation of the matter, including photographing the trailers that were given over to a common carrier.

For the arbitration, Disney hired the same lawyer who had represented Warner Bros. and desperately wanted a second bite at the apple. As noted above, during the Warner Bros. arbitration, Disney claimed that it routinely subcontracted trailers to common carriers and, once at the distant location, assigned them to

local drivers. Leo obviously was worried that Disney might prove this practice and, if it could, it might mean that what had been won at Warner Bros. would be lost at Disney: as long as a producer used a common carrier to get trailers to a distant location, Local 399 drivers did not have to be employed.

As with the Warner Bros. case, all of the studios were watching to see what Leo would do with Disney. Several studios even copied what Disney had done and then cited Disney as the basis for doing it. And as in the Warner Bros. case, Leo was very concerned about what would happen if an arbitrator got it wrong. But, like before, Leo could not allow Disney's challenge to go unanswered; he authorized Randy and Steve to advance the case to arbitration.

At the hearing, I called the two Disney labor relations officials who had testified during the Warner Bros. case as Local 399's witnesses. As before, they testified that Disney routinely used subcontractors to move trailers to distant locations and, when they arrived, assigned them to drivers hired at the location, not to Local 399 drivers. For reasons best known to the two Disney witnesses and its attorney, when I asked them for a single example (other than the instances that were covered by the arbitration), neither witness was able to provide any specifics. This

was true even after they were recalled by Disney months later and had all of that time to review documents.

After establishing that Disney's extensive "practice" was all talk and no show, I called two coordinators who had worked extensively for Disney: Tom Thomas and Jerry Johnson. Each testified that on all the motion pictures they ran for Disney, they never used a common carrier to transport a trailer from Los Angeles to a distant location. With this testimony and the transcripts of some of the testimony from the Warner Bros. arbitration, I rested. Disney basically recalled its two labor relations officials and rested. The parties then submitted briefs and reply briefs and waited and waited.

Several months after the final briefs were submitted, the arbitrator issued her award. Basically, the arbitrator concluded that given the prior award in the Warner Bros. case and the language of what is now Paragraph 59(e) of the Black Book, Disney violated the contract (1) by engaging subcontractors to take trailers to distant locations, (2) by assigning those trailers to drivers hired at the distant locations and (3) by engaging subcontractors to return the trailers to Los Angeles.

I don't know if you can appreciate what a major decision this was. For me, I can only think of one other case in my 32 years of representing unions that

could have had as profound an effect on a union as this one. If I had lost the case, the jobs of Local 399 members on distant locations would have gradually evaporated and, given the incentives paid to producers by states like New Mexico and Louisiana, that could have been a lot of jobs.

Thankfully, thanks mainly to Leo, Randy and the dedicated members of Local 399 who taught this lawyer all that he knows about motion picture transportation and testified at the arbitrations, Local 399 won and won big. If motion picture equipment is loaded into trucks or trailers in the Los Angeles metropolitan area, even if the trucks or trailers came from somewhere else, the driving of those trucks or trailers must be assigned to a Local 399 driver. So if you see a truck or trailer (even one with out-of-state plates) being loaded anywhere in the Los Angeles metropolitan area, let Local 399 know so that it can make sure that it is assigned to a Local 399 driver. And coordinators, if your producer tells you to common-carry a trailer to a distant location, tell him or her that Local 399 will find out and will make the production company pay twice: once for the common carrier and once for the driver to whom it should have been assigned.

By Attorney Bob Cantore

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