IN THE MATTER OF AN INTEREST ARBITRATION

BETWEEN:

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS ("AMPTP") AND CANADIAN FILM AND TELEVISION PRODUCTION ASSOCIATION ("CFTPA")

(the "Employer" or the "Negotiating Producers")

AND:

BARGAINING COUNCIL OF BRITISH COLUMBIA FILM UNIONS (INTERNATIONAL PHOTOGRAPHERS, LOCAL 669 OF THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOTION PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES AND CANADA ("IATSE 669"), MOTION PICTURE STUDIO PRODUCTION TECHNICIANS, LOCAL 891 OF THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOTION PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES AND CANADA ("IATSE 891") AND TEAMSTERS LOCAL UNION NO. 155 ("TEAMSTERS 155")

("IATSE 891"; "Teamsters 155"; or the "Unions")

(Clarification of Seniority Dispatch Issue)

ARBITRATOR:	Vincent L. Ready
APPEARANCES:	Barry Y. Dong for the Negotiating Producers
	Sebastien Anderson for IATSE 891
	Leo McGrady, Q.C. for Teamsters 155
WRITTEN SUBMISSIONS:	August 29, September 16 and September 27, 2013
DECISION:	December 10, 2013

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This Award is pursuant to a referral by the Labour Relations Board dated February 10, 2010 regarding my January 5, 2007 award. The Labour Relations Board, after a successful application by the Union, has requested I provide written reasons with respect to my jurisdiction to issue a ruling concerning layoff provisions. Vice-Chair Wilkins stated in his award the following:

> For the reasons given above, I remit the matter to the Arbitrator to give written reasons with respect to whether he has the jurisdiction to make a ruling concerning layoff. The Arbitrator is at liberty to consider afresh the issue of jurisdiction: *Fording Coal Limited*, BCLRB No. B165/2000 (Leave for Reconsideration of BCLRB No. B366/99), 59 C.L.R.B.R. (2d) 223). If the Arbitrator finds he does have jurisdiction, the Arbitrator may also consider whether he needs to hear any further argument with respect to the issue of layoff.…

On August 9, 2013, I requested written submissions from the parties regarding the matter of jurisdiction. In its initial submission dated August 29, 2013, the Negotiating Producers raised a preliminary argument to the effect that the matter is now moot and therefore does not need to be determined. I sought the parties' submissions on this preliminary matter. The parties provided me with detailed submissions on both the issue remitted to me by the Board and this preliminary matter.

BACKGROUND & TERMS OF REFERENCE OF ORIGINAL AWARDS

On February 7, 2005 I was appointed an Industrial Inquiry Commission ("IIC") by the Minister of Labour pursuant to section 79 of the British Columbia *Labour Relations Code* (the "Code"). Before my appointment, the Honourable Mr. Justice Tysoe was appointed on November 17, 2003 to serve as IIC to the film industry. Mr. Justice Tysoe released his Industrial Inquiry Commission Report Regarding the BC Film Industry on February 27, 2003 ("Tysoe Report").

The Tysoe Report included a recommendation that the seniority dispatch system be replaced with a name request system.

Following the Tysoe Report, the parties met and were able to resolve the issues surrounding the implementation of all of the recommendations in the Tysoe Report, except the recommendation to abolish seniority dispatch, leading to my appointment as IIC with the following Terms of Reference:

1. To make inquiries and recommendations to the parties to address the recommendations concerning seniority dispatch made in the Tysoe Report.

2. In making these inquiries, to also consider the following matters:

    a. The method for ratifying the recommendations of this Industrial Inquiry Commission,

    b. Necessary amendments to the collective agreement between the parties.

This appointment was to assist the Negotiating Producers and the Unions in resolving their ongoing collective agreement dispute as to seniority dispatch provisions and any necessary amendments to the Collective Agreement between the parties. As a continuation of this appointment, I conducted a full hearing into all outstanding issues between the parties arising out of collective bargaining for the renewal of the Collective Agreement, and then directed the parties to bargain in good faith on the seniority dispatch system.

During negotiations, progress was made towards a resolution on the issue of seniority dispatch, but ultimately both sides could not come to an agreement on all issues. The Negotiating Producers and IATSE 891 reached an agreement in sidetable on the issue of seniority dispatch, but IATSE 891 later

resiled from the agreement when the Teamsters 155 did not also agree. As a result, neither Union would agree to replace their seniority dispatch systems and the matter was referred back to me by agreement of the Negotiating Producers, IATSE 891, and Teamsters 155 for final and binding interest arbitration.

In my interest arbitration award dated September 20, 2006, I determined that the respective seniority dispatch systems being used by both Unions should be replaced with limited, unique to each Union, name request systems comparable to those systems used by the Teamsters and IATSE Locals in Los Angeles.

In an application dated October 25, 2006, Counsel for the Negotiating Producers requested clarification of certain parts of my original September 20, 2006 award. Most notably, Counsel for the Negotiating Producers requested clarification on layoff procedures as a result of my award. On January 5, 2007 I issued a clarification award, which included:

> **3. Order of Layoff**
>
> With respect to the matter of the order of layoff, it necessarily follows from the Award that layoff is by group or roster. In other words, and with respect to Teamsters 155, the Employer must lay off a Teamsters 155 member from Group 2 before laying off a member from Group 1. In addition, the Employer must lay off a non-member, hired once the 4% of members in Group 2 remain, before laying off a member in Group 2.
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> With respect to IATSE 891, an Employer must lay off an employee from the Auxiliary Roster prior to laying off an employee from the Department Roster.
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> Other than the foregoing group or roster system, layoff will not be according to seniority. Because of the unique nature of this industry, the order of layoff within each Group is up to the Employer and does not have to be according to seniority.

Subsequent to this clarification award, IATSE 891 applied to the Labour Relations Board under section 99 of the *Code* pertaining to my jurisdiction to grant an award regarding layoff. As noted above, Vice-Chair Wilkins allowed the application.

Since the original award, the Negotiating Producers and the Unions have entered into successive Collective Agreements for the periods of March 29, 2009 to March 31, 2012, and April 1, 2012 to March 31, 2015.

POSITIONS OF THE PARTIES

All of the parties provided extensive submissions on both issues remitted back to me by the Board as to jurisdiction and the preliminary matter raised by Counsel for the Negotiating Producers.

Mr. Anderson, Counsel for IATSE 891, argues that under the original terms of reference for my appointment as IIC, I was limited in my jurisdiction to making inquiries and recommendations to the parties to address recommendations concerning seniority dispatch made in the Tysoe Report, and that it was only after my original award on seniority dispatch did a question pertaining to layoffs appear. IATSE 891 contends that at no point prior to the Negotiating Producers' request for clarification had the issue of layoff been contested by any party. Since this issue was not presented by the parties prior to the award, IATSE 891 contends there was no jurisdiction for me to grant an award pertaining to layoffs.

IATSE 891 contests the argument made by the Negotiating Producers that as arbitrator I had "inherent jurisdiction to determine [my] issue [the order of layoff] because it necessarily arises from the issue of dispatch." IATSE 891 contends that as an interest arbitrator appointed to resolve the issue referred

to me by agreement, I lacked jurisdiction to make an award regarding other matters such as layoff.

Mr. Anderson contends that the Negotiating Producers made express representations during collective bargaining that they were not attempting to obtain a change with respect to layoff. Counsel for IATSE 891 argues that it would be improper for the Negotiating Producers to now claim that the issues of seniority dispatch and layoff were inextricably linked. In additional support of this assertion, IATSE 891 relies on the fact that at no point during negotiations or the arbitration itself did the Negotiating Producers table proposals which would tie dispatch with layoff.

Counsel for IATSE 891 further submits that, shortly after the clarification award which is the subject of this remittance, the Unions made an application to the Labour Relations Board pursuant to section 99 of the *Code*, which was held in abeyance until collective bargaining had concluded. Since the matter of jurisdiction was held in abeyance, IATSE 891 argues it was under a legal obligation to comply with the award at the time. After the Board remitted the matter back to me to provide written reasons, IATSE 891 asserts that during successive rounds of collective bargaining it made express reservation of rights with respect to all matters still before the Board and myself. IATSE 891 asserts that both its application under section 99 and its continued expression of reservation of rights pertaining to my jurisdiction in this matter is still very much in dispute, and therefore a decision regarding my jurisdiction should not be held moot.

IATSE 891 asserts that if I find I did not have jurisdiction to make the award as it related to layoff, the Union will be able to modify its bargaining stance in subsequent rounds of collective bargaining. The Union argues, therefore, that the matter is not merely moot or academic, but will serve to guide the affected parties in their ongoing relationship.

IATSE 891 relies on the following authorities in support of its position: *Cowichan Valley School District No. 79 v. British Columbia Teachers' Federation*, [1998] BCCAAA No. 153; *Windsor Roman Catholic Separte School Board, and SEIU, Local 201* (1994), 45 LAC (4th) 149 (Jolliffe); *Doucet-Boudreau v. Nova Scotia (Minister of Education)*, [2003] 3 SCR 3, [2003] SCN No. 63, 2003 SCC 62; *R. v. Adams*, [1995] 4 SCR 707.

Replying to the preliminary matter raised by Counsel for the Negotiating Producers, Mr. Anderson submits that as arbitrator of this dispute, I have both a statutory and public interest duty to comply with the Order issued by the Labour Relations Board under section 99 of the *Code*. Mr. Anderson argues that the Negotiating Producers were already unsuccessful in convincing the Board that I possessed jurisdiction to grant an award regarding layoff, which is clearly still being disputed by both Unions.

Mr. Anderson also argues that since this issue arises in the context of an interest arbitration as opposed to a rights arbitration, this is a compelling factor mitigating against dismissing this inquiry based on the mootness doctrine. IATSE 891 submits the consideration of mootness in an interest arbitration setting is rare. In the one interest arbitration case located which considered the mootness doctrine, the doctrine was ultimately not invoked.

On behalf of Teamsters 155, Mr. McGrady, with respect to the issue remitted to me by the Board, adopts and supports the position and submissions of Counsel for IATSE 891. Further, he argues that it would be inappropriate to dismiss the Board's request for written reasons based on the doctrine of mootness as there continues to be a live controversy between the parties. Teamsters 155 also argues a decision regarding jurisdiction would

have a practical effect on the relationship of the parties even if it is found that no live controversy exists.

Mr. McGrady argues that, due to the fact that the issue of jurisdiction regarding layoff is still outstanding, all parties involved were originally under an obligation to comply with the original order until the matter was resolved. The Union also submits that in spite of new Master Agreements being reached with the same layoff language as was awarded in the January 5, 2007 award, the Unions only agreed to this language while expressly reserving their rights regarding a finding of jurisdiction by an arbitrator.

Mr. McGrady submits that even if it is found that there is no live controversy between the parties, it is appropriate in the current case that I exercise my discretion to hear the matter given the adversarial relationship between the parties and the practical effect a determination on jurisdiction would have.

Teamsters 155 relies on the following authorities in support of its position: *Schindler Elevator Corporation,* BCLRB No. B169/95; *Cowichan Valley School District No. 79 and British Columbia Teachers' Federation,* [1998] BCCAAA No. 153 (Dorsey); *York University and C.U.P.E., Local 3903 (Davidson) (Re),* [2010] OLAA No. 505; *Lafarge Canada Inc. v International Brotherhood of Boilermakers Local Lodge Number D385 (Policy Grievance),* [2011] BCCAAA No. 137.

Mr. Dong, in his submission that the issue of layoff is moot, also addresses the matter of my jurisdiction. He submits that the task of an interest arbitrator is to replicate what the parties would have bargained had they been able to successfully negotiate a collective agreement, and to determine what is fair and reasonable in the circumstances: *Construction*

Labour Relations Association of B.C. v. International Union of Operating Engineers, Local 115, unreported, July 13, 2012 (Fleming); *Construction Labour Relations Association v. Cement Masons, Local 919*, unreported, August 7, 2012 (Ready); *Construction Labour Relations Association of B.C. v. Construction, Maintenance and Allied Workers Bargaining Council*, unreported, October 24, 2012 (Fleming); *Construction Labour Relations Association of BC v. Construction and Specialized Workers Union, Local 1611*, unreported, July 18, 2013 (Ready). He submits that it is well settled that an arbitrator's jurisdiction in an interest arbitration is broader than in a rights arbitration. Mr. Dong further submits that an interest arbitrator has broad jurisdiction to fashion the terms of a collective agreement, based on what is fair and reasonable in the circumstances.

Mr. Dong argues that the issue of the jurisdiction of an interest arbitrator has already been dealt with in great detail by the parties in submissions in these proceedings. The Teamsters 155 acknowledged this broad jurisdiction of the arbitrator in their submission dated December 8, 2006 (appended to its September 16, 2013 submission), on page 5, where it is stated as follows:

> …The Union notes that the IIC was not interpreting a collective agreement, but rather crafting a collective agreement pursuant to the terms of reference. In doing so, the IIC was not confined to only including those provisions which had existed in the collective agreements before. That would make it impossible for the IIC to perform its function. Rather, the IIC was crafting the terms of the language that would replace the existing seniority terms of the collective agreement.

In response to the suggestion from Teamsters 155 that it was the Negotiating Producers who raised the issue of layoff for the first time, Mr. Dong submits that this is not correct, and, in fact, the Teamsters 155 raised the issue in their submission dated November 23, 2006 at page 8 (appended to

their submission dated September 16, 2013), in relation to the issue of bumping and their dispatch rules. In the Teamsters 155 further submission dated December 8, 2006, the issue of layoff was again identified in relation to the issue of bumping previously raised by Teamsters 155.

On behalf of the Negotiating Producers, Mr. Dong argues that the issue regarding jurisdiction to address layoffs under the parties' Collective Agreement is moot for a number of reasons. Of note, subsequent to the interest arbitration award of September 20, 2006, there is no longer an active dispute between the parties as they have entered into successive Collective Agreements and have themselves agreed upon the relevant language to be applied, adding that an arbitrator "shall not have the power to amend, modify or effect a change in any of the provisions of this Master Agreement". As a result the matter of my jurisdiction to have made an award regarding layoff is no longer relevant to the relationship of the parties and would be a strictly academic exercise.

Mr. Dong points out the January 5, 2007 interest arbitration award resulted in the following language being adopted by the parties in their Master Agreement for the period of April 2, 2006 to March 28, 2009:

> A1.11 Layoff – Determination of Employees Effected: The Employer further agrees that when any lay-offs occur, the personnel to be affected by such lay-offs shall be decided upon by the Employer. The Employer must lay off Employees from the Auxiliary Roster prior to laying off Employees from the Department Roster.
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> B1.11 Dispatch and Layoff:
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> (b) For the purposes of dispatch and layoff, Employees shall be a member of one of two groups: Group 1 and Group 2. Members shall belong to Group 2 for Ten (10) years prior to becoming eligible for inclusion in Group 1.
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> ...

> (f) Layoff of Employees shall be at the discretion of the Employer, but the Employer must lay off Employees from Group 2 before laying off Employees from Group 1. If non-Union members have been hired, (i.e., once only 4% of Group 2 members remain), the Employer must lay off the non-Union members prior to laying off Employees in Group 2.

Mr. Dong asserts that the authority of an arbitrator under the current terms of the Master Agreement are limited, therefore rendering a finding on the matter of jurisdiction moot. The Master Agreement restricts an arbitrator's authority under Article 11.06, which states:

> Arbitrator's Authority: The Arbitrator shall have the power to determine and resolve the issue(s) and only award wages, benefits, and/or protections consistent with the contract, which are necessary to ensure the Employee or Employer receives the benefit of the bargained wages, benefits and/or protections. **The Arbitrator shall not have the power to amend, modify or effect a change in any of the provisions of this Master Agreement,** award punitive damages, award money damages to the Council, its member Unions or the Producers or to determine jurisdictional disputes.
>
> (emphasis added by Counsel)

Counsel for the Employer notes that this language has remained unchanged since its inclusion in the 2007 Master Agreement, and has been agreed to by the parties for two subsequent terms after the original award, and there is no longer a live issue in dispute between the parties. The Negotiating Producers argue that a finding of jurisdiction will not change the rights of the Unions to negotiate a change in the terms of the next collective agreement, and therefore asserts that any finding on my jurisdiction pertaining to the January 2007 layoff clarification is therefore moot.

The Negotiating Producers rely on the following authorities in support of its position: *Borowski v Attorney-General of Canada,* [1989] 1 SCR 342; *Schindler Elevator Corporation,* BCLRB No. B169/95; *Construction Industry Affiliated Trade unions and/or Operating Engineers Welfare Plan,* BCLRB No. B76/2001; *Fording Coal Ltd. v U.S.W.A., Local 7884* (2001), 95 LAC (4th) 78 (McDonald); *Cowichan Valley School District No. 79 and British Columbia Teachers' Federation,* [1998] BCCAAA No. 153 (Dorsey); *Ontario Public Service Employees Union, Local 206 v St. Joseph's Hospital,* [1998] OLAA No. 459 (McKechnie); *Mount Sinai Hospital v OPSEU, Local 570* (2008), CLAS 363 (Abramsky); *Construction Labour Relations Association of BC v International Union of Operating Engineers, Local 115*, unreported, July 13, 2012, (Fleming); *Construction Labour Relations Association v Cement Masons, Local 919*, unreported, August 7, 2012, (Ready); *Construction Labour Relations Association of BC v Construction, Maintenance and Allied Workers Bargaining Council*, unreported, October 24, 2012, (Fleming); *Construction Labour Relations Association of BC v Construction and Specialized Workers Union, Local 1611*, unreported, July 18, 2013, (Ready); *Earth Canada Productions Ltd. v Teamsters Local Union No. 155*, unreported, January 7, 2009, (Sullivan).

DECISION

I will first deal with the issue remitted to me by the Labour Relations Board regarding my jurisdiction, as set out above.

It will be recalled that the matter of the seniority dispatch system in both the Teamsters 155 and IATSE 891 appendices of the collective agreement arose out of the Industrial Inquiry Commission Report. At or near the completion of my report the parties were engaged in negotiations to renew their collective agreement. Therefore as an integral part of my report I felt it prudent and

recommended that this matter be referred back to the parties so as to allow them an opportunity to address it in free collective bargaining. As matters turned out the parties failed to reach an agreement, and the parties referred this matter back to me as an interest arbitration matter.

The role of the interest arbitrator, as opposed to a rights arbitrator, is to replicate what conventional bargaining would have produced and secondly, to determine what is fair and reasonable (*Yarrow Lodge Ltd.*, (1993) 21 CLRBR (2nd) 1). It is oft-stated that the interest arbitrator stands in the shoes of the negotiators and settles the collective agreement bargaining differences.

Factors relevant to settling the collective bargaining between the parties include the terms and conditions of employment of other unions in the industry, the significance of an issue to the parties, the likely tradeoffs that would have been made in bargaining, the interests of unions, employees, and employers and the *Code*, section 2 considerations. In short, my jurisdiction, as interest arbitrator, required that I conclude the collective bargaining issue the parties could not conclude in bargaining.

Unlike grievance or rights arbitration which determines disputes between the parties concerning the interpretation or application of the collective agreement, interest arbitration is a substitute for collective bargaining. In the unfortunate situation when collective bargaining parties are unable to make their own collective agreement deal, they can, as here, take the matter to an interest arbitrator who has the jurisdiction to settle the collective agreement provisions the parties cannot and completes the collective agreement. The parties are required to live with the interest arbitrator's determinations for the term stipulated.

Where a rights or grievance arbitration is adjudicative, an interest arbitration is more or less legislative in nature: see *Canadian Union of Public Employees (CUPE) v. Ontario (Minister of Labour)*, [2003] 1 S.C.R. 539.

Further, my award was published on September 20, 2006, and as part of the award I retained jurisdiction to resolve any matters arising out of the award including issues of implementation and interpretation. In short, my jurisdiction arose from my role as interest arbitrator and out of the award itself.

As regards to the application of my jurisdiction to the issue raised by the Producers which gave rise to my January 5, 2007 clarification award concerning the order of lay-off, this was, in my view, an application to clarify how lay-offs would occur under the new name request industry dispatch system. Put another way, it was and is a logical corollary to the new dispatch system which was replacing how employees were to be hired in the industry. I therefore exercised my jurisdiction, including retained jurisdiction, to resolve the matter so as to bring a final and conclusive settlement to this matter pursuant to section 89 of the *Code*.

Given my determination on the jurisdictional issue set out above, it is not necessary to hear further from the Negotiating Producers on this issue.

I now turn to the issue raised in the Producers' preliminary application as to whether the matter before me is moot at this time.

I have reviewed all the materials provided by the parties regarding the preliminary matter of mootness, and now address the submissions from Counsel.

As stated previously, before answering the question of jurisdiction, a determination must first be made as to whether or not the matter of jurisdiction has become moot. The law and the general principles of the mootness doctrine and its operation are stated in *Borowski, supra.* A two step analysis is undertaken:

> The approach in recent cases involves a two-step analysis. First it is necessary to determine whether the required tangible and concrete dispute has disappeared and the issues have become academic. Second, if the response to the first question is affirmative, it is necessary to decide if the court should exercise its discretion to hear the case…I consider that a case is moot if it fails to meet the live controversy test.

The principles of the mootness doctrine outlined in *Borowski* have been adopted by the BC Labour Relations Board.

If there is a live and continuing issue between the parties, then the matter is not moot and an arbitrator is obligated to provide an answer or award. If, however, there is no longer a live or continuing issue between the parties, it may be appropriate to decline answering the jurisdiction question based on the mootness doctrine. Even if the matter has become moot, it may still be appropriate to provide an answer due to the ongoing relationship of the parties, or if the decision may resolve an issue moving forward.

Upon careful consideration of the arguments submitted by Counsel for all parties, I must find that the issue of jurisdiction regarding the layoff award has become moot. For the reasons listed below, a determination of my jurisdiction in making the award will have no practical effect on the rights of the parties, nor will it serve to resolve an issue moving forward. It therefore fails the live controversy test and is moot.

The award issued January 5, 2007, a clarification of the original September 20, 2006 award, became binding on all parties for the purposes of the collective agreement ending on March 28, 2009. Upon the conclusion of that collective agreement term, the parties were no longer required by the arbitral award to retain the wording from the January 2007 award regarding layoff in their collective agreement. The parties decided, however, to retain the exact language expressed in the award in the collective agreements for the March 29, 2009 to March 31, 2012 term and the April 1, 2012 to March 31, 2015 term. This direct inclusion, agreed to upon the conclusion of good faith negotiations, twice after the date of the arbitral award, indicates there is no longer a live issue between the parties.

Upon the evidence presented by Counsel for all parties, I am not convinced that a determination of my jurisdiction would have any meaningful impact on the relationship between the parties moving forward. Counsel for both the Teamsters 155 and IATSE 891 maintain that the Unions only agreed to the inclusion of the layoff provision language based on the understanding they had expressly reserved their rights during the course of negotiations regarding a determination of my jurisdiction on the issue. Counsel for IATSE 891 maintains that a finding of jurisdiction will allow the Union to change their bargaining stance during the next round of collective bargaining. I am not convinced the Union must first obtain a decision on my jurisdiction before changing their stance during collective bargaining. Both Teamsters 155 and IATSE 891 were and remain free to negotiate the alteration of the layoff provisions in their respective collective agreements.

A present finding that I had or had not the jurisdiction to make an award pertaining to layoff will not in any practical and meaningful way affect the bargaining positions of the parties, particularly given the fact they have dealt

with the specific topic of layoffs in two successive rounds of collective bargaining. The matter of what was determined by way of an interest arbitration years ago is no longer of any consequence.

This does not end the inquiry, however, as according to the doctrine adopted in *Schindler Elevator Corporation, supra,* it is still within my jurisdiction to determine a matter even when there is no live controversy if an adversarial relationship continues to exist between the parties or when the determination of the matter will have some practical effect on the rights of the parties. As previously mentioned, I do not find a determination of this matter will have any practical effect on the rights of the parties, as the parties will be in the same bargaining position regardless of a decision on jurisdiction. Regarding an adversarial relationship between the parties, the relationship between the Negotiating Producers and Teamsters 155 and IATSE 891 is one normally found in the modern labour relations setting. There is nothing special or distinctly adversarial as between the parties to preclude me from exercising the mootness doctrine in this circumstance.

I am not persuaded by arguments from Counsel for both Unions that the mootness doctrine should not apply in this matter since it arises from an interest arbitration. While it may be that the doctrine of mootness is raised in an interest arbitration setting very rarely, this alone does not preclude it from being applied in such a context. There is no authority presented by Counsel restricting the use of the doctrine should the facts of the case warrant its use.

The BC Labour Relations Board has refused to hear disputes no longer requiring adjudication due to a lack of a live controversy between the parties. I am satisfied on the evidence presented that this is such a case. Although the matter does pertain to an interest arbitration, through the subsequent negotiation of new collective agreements by the parties, and due in large part to

the fact that a determination of jurisdiction will have no meaningful effect on the rights of the parties moving forward, I find this matter is moot.

It is so determined.

Dated at the City of Vancouver in the Province of British Columbia this 10th day of December, 2013.

Vincent L. Ready