

Phone (604) 938-7929

Fax (604) 988-7141

RICHARD S. LONGPRE

531 East Kings Road
North Vancouver, B.C.
V7N 1J2

August 13, 1998

Attention: Ms. Linda Dennis
8273 Government St.
Burnaby, B.C.
V5A 2E4

Attn:

Attention: Miriam Groppe Q.C.
McTaggart, Ellis
1400 - 1030 West Georgia St.
Vancouver, B.C.
V6E 2Y3


Dear Mesdames,

Re Jurisdiction of Safety Divers within the Council of Film Unions

I adopt Local 155's alternate argument and have decided that safety diving should be divided between the two Unions. The dividing line will be the location of the water set. Local 155 will have jurisdiction over safety divers on water sets on the ocean, lakes and rivers. Local 891 will have jurisdiction over tanks in the studio and similar locations. Safety divers can maintain dual membership.

Your respective arguments are persuasive. The decision to divide divers on the set from safety divers requires unique circumstances. Safety in general and safety divers specifically, are a critical component of pre-production, production and post-production on water sets. Few boat wranglers, if any, are accredited divers; but virtually all divers can operate a wrangler's boats. Restricting a safety diver from operating a safety boat because of jurisdictional boundaries could be detrimental to maintaining safety on a water site: it would certainly not be beneficial. The importance of a single jurisdiction within safety boats decides the issue.

Full reasons will follow.


Richard S. Longpre
Umpire

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

BETWEEN:

INTERNATIONAL ALLIANCE OF THEATRICAL, STAGE
EMPLOYEES, LOCAL 891

("I.A.T.S.E.")

-and-

TEAMSTERS LOCAL UNION 155

(the "Teamsters")

Re: Jurisdiction of Safety Divers

ARBITRATOR:	Richard S. Longpre
COUNSEL FOR I.A.T.S.E	J. Miriam Gropper Q.C.
COUNSEL FOR THE TEAMSTERS	Linda M. Dennis
DATE OF THE HEARING:	August 6 and 7, 1998
DATE OF DECISION:	September 25, 1998

I. INTRODUCTION

This matter involves a dispute between I.A.T.S.E. and the Teamsters concerning which Union within the Council of Film Unions (the "Council") has jurisdiction over the performance of safety scuba diving ("safety diving"). Scuba diving in the production of a water film is generally within the jurisdictional scope of I.A.T.S.E. The issue is whether this one area of diving, safety diving, should be within the sole jurisdiction of I.A.T.S.E. or the Teamsters or shared by the two Unions. In a letter to the parties, I provided a brief answer to the dispute: the Teamsters would have jurisdiction over safety diving in what was referred to as open water diving. I.A.T.S.E. would have jurisdiction in what was referred to as tank diving. Open water included water scenes in the ocean, lakes and rivers. Tank scenes were in studios and similar areas. These are my reasons for that decision.

I.A.T.S.E. and the Teamsters agreed that I was the Umpire constituted to address this work jurisdictional issue within the Council.

II. PRELIMINARY ISSUES

Before dealing with the merits of the case I should deal with four preliminary matters.

First, the issue arose about certain safety divers continuing to be under I.A.T.S.E. Local 669 's jurisdiction. The parties agreed that I.A.T.S.E. Local 669 should have jurisdiction over a specific area of safety diving. The parties agreed to the following submission by I.A.T.S.E. Local 669 :

In view of the Occupational Health and Safety Regulations Part 24 Section 24.33 (WCB Requirements) it is Local 669's position that a minimum of three workers are required on a dive crew. A Local 669 dive crew would be comprised of a director of photography or camera operator, a focus puller or second assistant who would act as standby for each other, and a tender/diving supervisor would also be a focus puller or a second camera assistant by training and who would be out of the water but "at ready".

Local 669 states: If there are no other divers on the set, i.e. the only divers on the set are camera department workers, there are no additional safety requirements than the camera divers will provide the safety divers for themselves.

Local 669's point is that a focus puller or second camera assistant can also be the tender/diving supervisor on a three man camera crew.

Local 669 is concerned that if a fourth person is required it will affect the costs of production which may cause a producer to do less water work and it will affect communications because a fourth person would be on the communication line.

Second, the *Occupational Health and Welfare Regulations* (the "Regulations") require that a diver take a course and pass an examination for certification before working as a safety diver. The Regulations further require that open water film sites be covered by, at least, two certified safety divers and a supervisor:

- 24.36 (1) A minimum crew of 3 workers must be present on each dive site if the dive will
 - (a) not exceed 18 m (60 ft) in depth, and
 - (b) remain within the no-decompression limit, and
 - (c) be made where it is known there is no hazard of entrapment.
- (2) When using the buddy system, a minimum of 2 divers must be present, and a third person must stay on the surface as a supervisor/tender.
- (3) When using lifelines, floats or audio communication with the surface,
 - (a) a standby diver and a supervisor/tender must be on the surface, and
 - (b) a tender must tend only one scuba diver unless the divers are on floats, or have lifelines and effective 3-way voice communication, in which case the tender may tend 2 divers.
- (4) When a dive does not meet the requirements of subsection (1), then
 - (a) a standby diver and a supervisor/tender must stay on the surface, and
 - (b) if not using the buddy system, a single diver must be tethered and carry a bailout bottle.

Safety diving operates from a boat capable of maintaining a presence everywhere on the film's water site. In all cases, the operation of the "safety boat" is operated by a Teamster member, the "boat wrangler".

Third, I.A.T.S.E. sought to introduce a document that arose from informal discussions with Mr. Dan Cahill. Cahill works within the Ministry of Labour and has provided assistance in resolving problems within the Council. Cahill had met with the parties sometime earlier in an attempt to reach agreement on the jurisdiction of safety divers. A settlement was not achieved and Cahill made non-binding recommendations for settlement. During their opening statement, I.A.T.S.E. stated their intention to put Cahill's recommendations into evidence. Initially, I thought the introduction of his recommendations was appropriate. Further considering the matter, however, I agreed with the Teamsters and ruled that his recommendations should not be admitted. My reasons are as follows.

- 5 -

Cahill met with the parties in an attempt to settle a number of jurisdictional disagreements between them. At the end of discussions, he set out his reasons and recommendations for a reasonable settlement. His recommendations were not accepted by all parties.

In various areas of labour relations, such as mediation of collective bargaining disputes and collective agreement dispute resolution, mediation plays a critical component in reaching a settlement. The mediator often explores various alternatives and possible settlements of the dispute. The mediator may make recommendations for resolving a disagreement. The mediator does so on the clear understanding that these discussions are confidential. (See Section 146(3) of the *Labour Relations Code*) The Labour Relations Board has recognized that virtually all informal discussions with a mediator cannot be disclosed before the Board or at an arbitration hearing.

Counsel indicated that Cahill gave both recommendations and the reasons for those recommendations. Reasons that reflected his discussion with the parties. Comments and/or reasons offered by the parties during the informal process would, therefore, be before me in a binding arbitration process. Absent clear agreement of the parties going into or during informal discussions with Cahill, his reasons and recommendations should be kept from the formal hearing.

Fourth, the Council is governed by a single collective agreement (the "master collective agreement"). All three Unions have an addendum setting out specific terms to their respective members. The position of safety diver is not set out in either Union's list of job classification within the master collective agreement. This issue arose when an application for certification was made, listing safety divers within the description of the bargaining unit. There was some discussion as to whether either Union was acting in a "predatory" manner. Properly seeking jurisdiction in a specific area cannot be considered beyond the responsibility of a member of the Council.

- 6 -

I.A.T.S.E. called three witnesses: Mike Vezina, David Gauthier and Gavin Craig. Vezina and Gauthier are special effects coordinators and I.A.T.S.E. members. They have worked with I.A.T.S.E. member safety divers. Craig is the president of I.A.T.S.E. The Teamsters called four witnesses: Don Steele, Mike Vespaziani, Don Reid and Mike Evans. In the earlier years of the film industry Steele was a contractor providing safety and towboats, boat operators, safety diving crews, under water rigging crews and camera and lighting crews. Steele and his crews later became members of the Teamsters. Vespaziani and Reid have been Teamsters members and worked as safety divers for several years. When this dispute arose, they became members of I.A.T.S.E. in December 1997. Evans is the Teamsters' dispatcher.

III. ARGUMENTS

I will summarize the arguments of the parties. This will put the dispute and the positions of the parties in perspective. I will then deal with the evidence and the arguments in reviewing the reasons for my decision.

I.A.T.S.E. argued that jurisdiction over safety divers should not be shared between I.A.T.S.E. and the Teamsters. It focused on three main arguments. First, I.A.T.S.E. argued that jurisdiction over safety divers will be difficult to divide and share. Because of this, dividing safety diving runs contrary to the basic premise of the Council. That premise was set out in an earlier decision of mine that addressed the jurisdiction of security work within the Council: *Teamsters Local Union 155 and International Alliance of Theatrical Stage Employees, Local 891* dated October 28, 1997. The award reads:

The collective bargaining structure of these parties was fundamentally changed with the introduction of the Council. The result was a fundamental change to the collective bargaining process that achieved a single

- 7 -

collective agreement. A basic premise of such a council structure is cooperation of individual unions in a single bargaining unit. Such cooperation appears to exist in most circumstances between the Unions. Cooperation does not exist in this one area [security]. A change towards stability, consistency and clarity in which Unions' members will perform security work would be more consistent with the purpose of a council. (p. 13)

I.A.T.S.E. argued that stability, consistency and clarity will not be advanced if boundaries are drawn through safety diving work during the three general stages of production (pre-production, production and post-production) or through areas of work.

Second, I.A.T.S.E. argued that the responsibility for the safety of the cast and crew cannot be divided between Unions. It is not in anyone's best interest to have one safety diver in one circumstance and another safety diver in another. Neither crew, nor cast in particular, would be comfortable with a different diver in different circumstances. The division of safety diving work would adversely affect the safety of both crew and cast.

Third, I.A.T.S.E. referred to the evidence of Vezina and Gauthier. Their evidence pointed out why safety diving should be within the special effects jurisdiction: within the "loop of special effects". Safety divers who have been on the special effects crew for other reasons will be more effective as safety divers. Special effect coordinators would have a better understanding of the set and would be able to better direct the safety divers. I.A.T.S.E. pointed out the evidence of Vespaziani and Reid: they were trying to obtain further qualifications to be on the special effects crews. If they remained Teamster members, neither would have further opportunities to perform other special effects work on the set.

The Union reviewed Craig's evidence. He gave an extensive review of the "script to screen" dynamics of film production. He gave a persuasive rationale for why safety divers belong within I.A.T.S.E.'s jurisdiction. First, I.A.T.S.E.'s traditional jurisdiction covers the production of the film. Craig broadly described their respective jurisdictions: Teamsters members are "off set" while I.A.T.S.E. members are "on set". The Teamsters ensure actors, crew and equipment get to the set. The work of the safety divers is on the set and, therefore, within I.A.T.S.E.'s traditional jurisdiction. Second, Craig explained the necessity of safety divers being within the loop of the special effect department. Divers are in the water during the rigging of the set, filming and de-rigging. Safety divers are a critical component throughout these stages. If placed within the Teamsters' jurisdiction, a critical component of special effects would be taken out of the loop. Third, special effects divers work with actors and crew to prepare and train them to work in the water. Special effects also maintain the equipment these actors and crews will use. The result is a tight knit group with confidence between them. Craig explained that the exclusion of safety divers from the special effects department would adversely affect that confidence.

I.A.T.S.E. also argued that the special effects crews have a "show call". Safety divers, as Teamsters, would have only a day call: that is, used as needed. The difference in familiarity with the production site would affect a Teamsters' members effectiveness as a safety diver. I.A.T.S.E. argued these reasons demonstrate why safety divers have historically been within I.A.T.S.E.'s jurisdiction.

Further, I.A.T.S.E. argued that special effects may have total responsibility for the marine component of an open water production. Safety divers should not be divided from that responsibility. If safety divers are divided, the flexibility in the use of safety divers, a critical component of production would be greatly reduced.

The Teamsters agreed with I.A.T.S.E. that jurisdiction over safety divers should not be shared between the Unions. In the alternative, it argued that the

Teamsters should have jurisdiction over "open water", safety diver responsibilities. I.A.T.S.E. should have responsibility over "tank" work in studios and related areas.

Teamsters began by noting that I.A.T.S.E. Local 669's jurisdiction of safety divers was based on the close working relationship of the safety divers and the I.A.T.S.E. Local 669 crew. It argued this "modular unit" approach, when applied elsewhere, put the safety divers within the Teamsters' jurisdiction. The evidence demonstrated a clear distinction between special effects diving and safety diving.

Reid and Vespaziani testified that the safety boat may be used to assist rigging only where there is no impact on safety. In all other circumstances, the safety diver and the wrangler operate the safety boat as a unit, distinct from special effects. The wrangler must work directly with the safety diver in getting to the right place. The wrangler and the safety diver must work with the barge and picture boat operators to ensure the delivery of safety during production. While there are no wranglers with diving certificates, the safety divers can operate the safety boat when necessary. Safety divers can spell off the wrangler when necessary. When actually performing their respective duties, they work very closely. In doing so, they operate as a unit.

In the alternative, the Teamsters argued that the distinction between open water and tank work provides a logical delineation of safety diving work. Given the arguments made for sole jurisdiction over safety diving, the Teamsters argued that safety concerns would best be addressed if they had jurisdiction over safety diving in open water.

The Teamsters also argued that past practice does little to assist. It noted that when Steele worked as a contractor, he provided safety diving on a non-union basis. When he became a member of the Teamsters, he provided the same service as a Teamster. It noted that in the production of Free Willie, the largest water production film in this area, all safety diving was performed by Teamster members.

I.A.T.S.E. never raised an issue with this or the other safety diving work performed by the Teamsters. Further, the marine coordinator, a member of the Teamsters, is within the production loop from the outset. Once in open water, the marine coordinator is responsible for the marine crew. The safety divers are clearly within that jurisdiction and are, therefore, not excluded from the loop.

In its reply, I.A.T.S.E. argued that its special effects crew did not need a safety diver. The Teamsters' argument would divide a member of I.A.T.S.E.'s special effects crew from the jurisdiction of the other crew members. This would affect both cost of production and the delivery of safety to the crew. I.A.T.S.E. argued that the attachment of wrangler and safety diving duties was very questionable.

I.A.T.S.E. reiterated the purpose of the special effects crew: to take an uncontrolled circumstance and make it controlled. Safety diving was a key component of its responsibility. Safety divers are within the special effects loop. They cannot be separated from that loop.

DECISION

At the outset, a diver's dual membership in both the Teamsters and I.A.T.S.E. Unions is not an issue. Several divers presently working as certified safety divers are members of both Unions. I assume these same divers, if qualified in I.A.T.S.E. Local 669's jurisdiction, could be members of I.A.T.S.E. Local 669.

Safety divers often work with actors and prepare them to perform in and under water. An actor's comfort and confidence with a particular diver are recognized as a significant part of the safety diver's effectiveness. The Teamsters stated that safety divers have been name requested. That will continue. Dual membership in the Unions permit a particular safety diver to work in both Unions'

- 11 -

jurisdiction. Accordingly, this case was not about who could be the certified safety diver. The issue was the appropriate jurisdiction of certified divers when working at various sites.

Further, the cost of safety divers is most often included in the special effects' budget of production. I do not see this as relevant to the issue before me. While it must be costed in a specific budget, the cost of a safety diving crew will be incurred in the overall production of the film. Also, splitting the jurisdiction of safety diving between open waters and tanks could increase the cost of production. That is a possibility but not a certainty. In any event, the Unions agreed that the cost of safety in a water scene can not be given much weight in determining jurisdiction.

Split jurisdiction between two unions and two collective agreements could well be a problem. That structure, however, does not define the circumstances in this case. The Council is the trade union. In law, there must be a single collective agreement covering all three members of the Council. Members of the Council bargain an individual addendum to the master collective agreement. Most importantly, certain areas of the collective agreement are jointly bargained by the Council. Collective bargaining issues arising from safety diving can be resolved at the joint bargaining table. Further, decisions of the Labour Relations Board direct that jurisdictional issues could not be taken to impasse. Failing resolution at the bargaining table, issues not covered by this decision and significant changes in circumstances can be resolved by the Umpire.

An issue arose about the role of the special effects coordinator and marine coordinator in the hiring and direction of safety divers. The marine coordinator is responsible for all open water scenes. The special effects coordinator is involved in most water scenes. The stunts coordinator is usually involved. All three coordinators are in different unions. The Union membership of the coordinators does not affect their respective right, and obligation, to maintain safety on a water site. The role of the coordinators cannot be confused with the role of the safety

divers. At certain times, the marine coordinator exercises authority over the water crew. At other times, the special effect coordinator has that responsibility. The collective agreement does not restrict the coordinators from giving instructions to members of both I.A.T.S.E. and the Teamsters. The Union membership of the marine and special effect coordinators is not significant in determining the appropriate jurisdiction of safety divers.

I.A.T.S.E. argued that its jurisdiction would allow the safety diver to be involved in the pre-production meetings that involved water safety of the crew and actors. Jurisdiction does not exclude the marine and special effect coordinators from participating in the production's overall safety program. It would not prevent Teamster safety divers from understanding the site.

I.A.T.S.E. relied on its traditional jurisdiction which Craig described as "on set" for I.A.T.S.E. and "off set" for the Teamsters. That distinction may resolve other jurisdictional disputes. Safety diving, however, is an integral part of the water set. The coordinators are involved from the outset. The safety divers can be brought within the loop regardless of jurisdiction. The safety boat operators may be brought within the loop in some productions. The "on-set" and "off-set" distinction did not apply to the safety divers.

I.A.T.S.E. pointed out that stability, consistency and clarity in deciding which Unions' members perform safety diving work are consistent with the purpose of the Council. Both Unions argued that sharing jurisdiction over safe diving work is inconsistent with that purpose. I disagreed. The *Regulations* and the collective agreement distinguish divers on special effects, and/or stunts, from the certified safety divers. Certified safety divers are a separate group with separate responsibilities. Flexibility within the special effects is not a necessary requirement. Further, what was referred to as open water, including tanks on the open waters, can be easily distinguished from tanks on the shore and similar areas. It was very difficult, however, to distinguish different types of open water work. Setting up

- 13 -

jurisdictional boundaries within open water work could result in jurisdiction over safety diving "falling through the cracks."

I.A.T.S.E. relied on a letter dated August 8, 1998 from Jacob Rupp, President of Stunts Canada that supported the evidence given by Craig, Vezina and Gauthier. Stunts Canada is the largest association of stunt performers in Canada. Rupp strongly endorsed special diving being within I.A.T.S.E.'s jurisdiction. His letter reads, in part:

The safety on any set has always been in the hands of the stunts and special effects' departments. Together these specialists hire the right people who understand the performing and technical side of the film set. Safety starts at the pre-production stage. These initial meetings and discussions always revolve around the safety of the actors and crew. Safety divers have always been hired within the special effects and stunt departments. Divers that recognize and understand how rigs are designed to work have a better chance to spot a potential problem before it becomes life threatening.

The evidence did not support a clear distinction in jurisdiction. There have been no consistent boundaries. Vezina and Gauthier gave examples of where the safety divers on a production were I.A.T.S.E. members. Vespaziani and Reid gave examples of where safety divers were Teamsters' members. In some productions, producer preference determined the issue of jurisdiction. In other productions, it was the special effects or marine coordinator who determined safety diver jurisdiction. They no doubt did so with the best of intentions. In the past, the work of the safety diver was contracted out. Union affiliation of the contractor was not an issue. Mr. Dan Steel was a significant contractor in the industry providing both boat operators and safety divers to film sites. He testified that when he assessed which Union was appropriate to join, he and the safety divers he worked with joined the Teamsters.

Rupp's letter summarized what I found to be I.A.T.S.E.'s most persuasive argument: "Divers that recognize and understand how rigs are designed to work have a better chance to spot a potential problem before it becomes life-threatening."

I accept the point. The more information safety divers have, the better coverage they will provide. In balancing the parties respective arguments, however, the special effects divers and coordinators can spot potential problems. They no doubt do so and respond accordingly. Safety divers within the Teamsters' jurisdiction do not affect that happening. Further, nothing prevents an I.A.T.S.E. member working in special effects from also being a Teamsters member and working as a safety diver in open water. As well, being a certified safety diver does not mean that the diver can not work in special effects.

The letter to I.A.T.S.E. from Hepworth, president of Monkeyfist Marine Ltd., dated June 27, 1997, was introduced as an exhibit. Hepworth is an accredited safety diver and a member of the Teamsters. He also became a member of I.A.T.S.E. when this dispute arose. His letter highlighted the necessity to resolve this jurisdictional dispute. The letter made three important points. Hepworth's letter reads:

A Safety Dive Team works in everything from open ocean to backyard swimming pools and varies in size depending on the film shoot. Due to the nature of the work it is imperative that all team members be equally trained. A diver can easily overheat and in the case of extensive water work get too cold or reach his decompression limits so he will rotate positions with the boat operator. Space is always a prime consideration and only essential equipment and personnel are allowed on a safety boat, therefore a dedicated boat operator and larger dive team to allow for rotation is not viable.

It takes many hours of training and practice to be proficient enough with a safety boat and its systems to be able to perform a water rescue quickly and safely. Imagine speeding at 40 mph towards an unconscious person face down in the water and having to stop within a few feet for your people to recover as soon as possible.

In an effort to see what jurisdiction is best suited for Safety Dive Teams we have compiled a list of tasks they are often called on to perform. The following is not in order of priority but is based on our peoples past experience on film shoots.

- Ensure the safety of film crews in or near the water.
- Patrol the water areas of the set.
- Advise producers, directors, stunt coordinators, etc. on water hazards and formulate safety plans.

- 15 -

Certain statements in the letter, (i.e., "advising producers, directors, stunt coordinators, etc. on water hazards and formulate safety plans") supported the testimony of Vezina, Gauthier and Craig. However, Hepworth's letter confirmed the evidence of the Vespaziani and Reid on the most important point: the safety divers and the wrangler are a safe diving team. In cross-examination, Craig agreed with Hepworth's comments. The safety diving team required extensive practice: "many hours of training and practice to be proficient enough with a safety boat and its systems to be able to perform a water rescue quickly and safely." The wrangler and the safety divers had to work closely together. This has to be contrasted with the clear distinction between the safety divers and the special effects crew. I concluded that the safety diving team could not have a split jurisdiction on the wrangler boat and maintain its water safety responsibility.

I.A.T.S.E. argued that special effects takes an uncontrolled environment and makes a site safe for the crew and actors safe to work in. Again an understanding of special effects makes a safety diver better able to fulfill his duties. Steele, the safety divers who were called to testify and Stephen Hepworth's letter viewed the integration of safety divers with safety boats and barges as, at least, equally important. It may be necessary in some productions to spend the time and incur the cost to integrate specific safety divers with special effects. That is possible to do. It is also possible for a diver with dual membership, to work on special effects and later on a safety boat. The *Regulations* do not permit a safety diver to work simultaneously as a safety diver and as a special effects diver. The role of the safety diver must be distinct from the special effects diver. Integration into the special effects loop is strictly limited. It would not be possible for the safety divers to work with boat operators as an integrated group if they were within I.A.T.S.E.'s jurisdiction.

I was left with this alternative. Put the safety diver into Local 891 where legislation restricts the safety diver working on the special effects crew. Or, put the safety diver into the Teamsters where they work as an integrated team with the

safety boat wrangler. Familiarity with special effects on a set could be addressed with training for those who are only certified safety divers. Splitting the safety boat team could not be resolved. I determined it most appropriate to put the importance of the safety diving team before the inclusion of safety divers in the special effects' crew.

The Teamsters made another particularly significant point: the jurisdiction of safety diver should be determined by the "character" of the Union's overall jurisdiction. As noted earlier, all parties recognize this in their agreement of I.A.T.S.E. Local 669 's jurisdiction over certain safety diving. The same principle applies to the Teamsters and I.A.T.S.E. The Teamsters maintain critical jurisdiction over certain work in the open water that specifically related to the safety diving team: the operation of safety boats, barges and related equipment. Equally important, the divers called to testify confirmed that it would be detrimental to safety to disassociate the inherent jurisdiction of the Teamsters' boat operators from the work of the safety divers.

There could be one exception to the above point. Absent a safety boat wrangler or a Teamsters' operated barge on an open water set, it might not be appropriate for designated safety divers to be within the Teamsters' jurisdiction. I.A.T.S.E. Local 669's jurisdiction over safety divers in very specific circumstances, may support I.A.T.S.E.'s claim of jurisdiction over safety diving in very limited circumstances. This issue can be addressed if its relevant. Safety divers remain separated from the special effects crew in maintaining their responsibilities. The Teamsters' boat wranglers are present during the stages of production. The *Regulations* result in a safety boat and safety divers being present for both the crew and actors. If there are circumstances where these factors are not the case,

- 17 -

I.A.T.S.E. could argue that separating the safety divers from the jurisdiction of I.A.T.S.E. would deteriorate the effectiveness of the safety crew. This issue may have to be considered in future cases

DATED this 25th day of September, 1998 in Vancouver, B.C.



R. S. Longpre

Arbitrator