IATSE LOCAL 15



Dispatch Rules

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Principles of Dispatch

These are the Dispatch Rules for the Hiring Hall operated by IATSE Local 15. The Board of Examiners and the Executive Board, standing committees composed of members of Local 15, shall administer these rules, subject to approval of the Membership. This is a statement of general principles and guidelines. This statement is not a guarantee of employment for any worker represented by Local 15. Qualification for any particular Dispatch List does not guarantee that any worker will accrue the same number of hours in any succeeding calendar year.

In order to maintain the viability of its Hiring Hall and the integrity of its workforce, the Executive Board of Local 15 will enforce these rules uniformly. In times where the Dispatch Rules are unclear for a specific situation, these guiding principles shall inform decisions regarding dispatching workers.

These are the principles of the Hiring Hall; employers are not obligated to follow them, but strongly encouraged to do so. The Employer's Collective Bargaining Agreement (CBA) with Local 15 may supersede these Dispatch Rules.

Having a Hiring Hall Agreement (HHA) with IATSE Local 15 is not a guarantee of work.

Neither Local 15, nor the Dispatchers will be held responsible for contacting any worker whose methods of communication are not reliable for interfacing with Dispatch.

It is the obligation of each individual in Local 15's Hiring Hall to maintain current contact information with Local 15 (including but not limited to phone numbers, email, and mailing addresses).

The principle of equitable and uniform dispatching as provided by these Rules will be a general guideline. Local 15 reserves the right to dispatch any worker it chooses based upon:

- Availability for work
- The need for specific skills and/or certifications
- Specific requests from employers when deemed appropriate by the Business Representative or by the Collective Bargaining Agreement.
- Hiring Hall Seniority
- The need to rapidly and effectively fill short notice work requests.
- The need to fulfill specific contractual obligations with employers.
- The actions of a worker that leads directly to securing contracted employment for Local 15's Hiring Hall.
- For Organizing Drives and pending Collective Bargaining Agreements (CBA), when the employer has agreed to have Local 15 dispatch the work, priority will be given to that employer's existing workforce as negotiated between Local 15 and said employer.

I. <u>Dispatch Eligibility</u>

A. In accordance with Washington State Law, all workers shall be at least 18 years of age to engage in gainful employment within the jurisdiction of this Local.

- B. All workers must complete the required entry paperwork including but not limited to a hiring hall agreement, employee identification verification, and tax withholding before being considered eligible for dispatch through the Hiring Hall.
- C. Applicants for the F-List must pass an initial qualifying test, have an in-person skills assessment, and shall be approved after an interview with the Board of Examiners. (See Dispatch Rule 2 for List Qualifications and the Local 15 Policy Book for more details on the Local 15 Entry Process Policy.)
- D. The Board of Examiners (BOE) will evaluate each new hiring hall worker's ability to perform all basic tasks of a stagehand safely and effectively as well as their willingness and ability to comply with Local 15's rules, access to copies of which is given to each new worker. New workers are required to complete a probationary period, as described in the packet provided by the BOE to every new worker prior to their placement in the Hiring Hall. Changes to the Probationary Policy must be approved by the membership.
- E. After investigation and 2/3 majority vote, the Executive Board may terminate the Hiring Hall Agreement of any worker in cases of serious misconduct including, but not limited to:
 - 1. Chronic failure to obey the Dispatch Rules.
 - 2. Excessive or repeated verbal abuse of other workers, staff or officers of Local 15.
 - 3. Inability or refusal to work in a safe manner.
 - 4. Intentional behavior that is reasonably likely to bring discredit to or harm the viability of this Hiring Hall.
 - 5. Owning or operating any entity that competes with the Hiring Hall of Local 15 for jobs.
- F. Any worker who has been terminated for just cause (as contractually defined) and/or placed on "Do Not Dispatch" status (or any combination of these infractions) with a total of three employers in the jurisdiction of Local 15 within a seven year period shall be permanently removed from the dispatch list.
- G. Any worker for whom Local 15 does not have either a current phone number, valid email address, or current address may be removed from the list without notice. It is the worker's responsibility to notify Local 15 of any changes to contact information in a timely manner.
- H. Any Permit Worker or Out of Town Card without a current Hiring Hall Agreement may be removed from the Seniority List without notice.

II. Lists

- A. The Lists will be sorted annually according to the Dispatch Rules. A new Seniority List will be published on February 15th of each year based on the previous calendar year. New Seniority Numbers will be effective no later than March 1st.
- B. A worker may not drop more than one list per year; however, any Permit workers or Out of Town Cards who have accrued zero hours for three (3) consecutive years shall be removed from the Seniority List and Hiring Hall.

- C. There are seven (7) lists on which workers are placed based on the following rules:
 - The G-List is comprised of new permit workers who have filled out employment paperwork
 and signed a Hiring Hall Agreement but have not had an interview with the Board of
 Examiners. These workers are listed in order of the date they completed their initial
 paperwork. Workers who have not fully completed the Local 15 Entry Process as outlined
 in the Local 15 Policy Book cannot move to other lists until that process is complete.
 - 2. The F-List is comprised of workers who have passed the Local 15 F-List Intake Test and interviewed with the Board of Examiners. Workers who pass the Local 15 F-List Intake Test will be placed at the bottom of the F-List in order of their test score in relation to the other workers who tested on the same day unless that worker has already met the requirements of Dispatch Rule II.C.3-7.
 - 3. The E-List is composed of all workers who have worked between 100 and 499.99 hours in the previous calendar year and have completed the Local 15 F-List Intake Test or be directly hired by an employer into a represented position within Local 15's jurisdictions. Any workers with a qualification date shall not fall below this list.
 - 4. The D-List is composed of all workers who have worked between 500 and 999.99 hours in the previous calendar year and have completed the Local 15 F-List Intake Test or be directly hired by an employer into a represented position within Local 15's jurisdictions.
 - 5. The C-List is composed of all workers who have worked 1000 hours or more in the previous calendar years and have completed the Local 15 F-List Intake Test or be directly hired by an employer into a represented position within Local 15's jurisdictions. Also, on this list are all workers who have worked 500 or more in each of the previous three calendar years.
 - 6. The B-List is composed of all workers who have worked 1000 hours or more in each of the two previous calendar years and have completed the Local 15 F-List Intake Test or be directly hired by an employer into a represented position within Local 15's jurisdictions. Also, on this list are all workers who have worked 1000 hours of or more per calendar year in three of the previous 5 calendar years.
 - 7. The A-List is composed of workers who have worked 1000 hours or more in each of the four previous calendar years and have completed the Local 15 F-List Intake Test or be directly hired by an employer into a represented position within Local 15's jurisdictions. All workers on the A list who work 1000 hours or more per calendar year in four of the previous five calendar years shall maintain their position.
- D. Workers who are employed directly under a Collective Bargaining Agreement within Local 15's jurisdiction but who have not signed a Hiring Hall Agreement can move up the lists but will remain Ineligible for Dispatch to other represented employers until they complete the Local 15 Entry Process.
- E. Senior Workers

Workers who have accrued 1000 hours in each of ten calendar years shall be hereinafter referred to as senior workers.

- 1. Senior workers shall not be placed lower than the B List and shall be eligible for the A List upon accruing 1000 hours in one calendar year.
- 2. Senior workers who have worked 1000 hours in each of fifteen calendar years shall only be required to accrue 500 hours per year to maintain their position on the list. Such workers on the A list who work 500 hours or more per calendar year in four of the previous five calendar years shall maintain their position on the A list.
- 3. Senior workers who have turned 55 years old or older in the previous calendar year shall have no minimum hour requirement to maintain their position on the list.

F. Reduced Hours

For the years 1983, 1984, 1985 and 1986, the hour requirements for all lists and for senior worker status were reduced to the following amounts:

1000 reduced to 835

500 reduced to 417

100 reduced to 83

For the year 2020 and 2021, all workers will be credited the hours needed to remain on their 2020 list (A-F) for 2021 and 2022. Any worker who meets the hour requirements, without the maintenance credits, under Dispatch Rules II.C and III.C will move up as normal. The intent of this clause is that no worker will be moved down a list for a shortage of hours in 2020 and/or 2021.

Workers who are credited hours in 2020 and 2021 will not have those years used to determine consecutive years under Dispatch Rule II.C.5-7. For example, if a worker on the C-List has over 1000 hours in 2019 and 2021, but credited hours in 2020, that worker will move up to the B-List as 2019 and 2021 will be treated as consecutive years.

G. Temporary Workers

When more workers are required than are available, Local 15 may dispatch persons not on the Seniority List on a temporary basis. Such people will be offered a chance to qualify for the G-List and/or F-List.

III. Order on List

A. Workers shall be placed on the appropriate list in an order based on the relative order of their qualification date. Workers with a relative order will be first, with the order of their qualification date preceding later qualification dates, earliest to latest. Workers on the F and G Lists will be sorted by number of hours worked in the previous calendar year in descending order, then by Start Date, and finally in ascending alphabetical order. Workers on the F and G List who have worked zero (0) hours total while on their respective Lists will be sorted by their relative order on the previous year's Seniority List.

B. Relative Order

- 1. Workers on the Local 15 Dispatch List in 1982, who were above workers with qualification dates, are given a Qualification Date based on their relative order at that time.
- 2. Workers who have been granted a Qualification Date prior to December 31, 2019 shall maintain that Qualification Date unless lost as defined by Dispatch Rule 3.B.

C. Qualification Date

- The initial qualification date is the date on which a worker has completed 100 hours of work as tabulated under Dispatch Rules XII A-F after fully completing the Local 15 Entry Process.
- 2. Permit Workers and Out of Town Cards shall require a new qualification date after a period of three calendar years of no work.
- 3. Workers removed from the list for non-payment of working/percentage dues or disciplinary reasons shall require a new qualification date upon reinstatement to the list.
- 4. A worker's qualification date may be retained upon written request to the Board of Examiners due to a prolonged period of inactivity; including but not limited to: retirement, permanent disability, education, or employment elsewhere. This request must be submitted in writing before a worker is dropped from the Seniority List. This will not override Dispatch Rule II.B.
- D. A worker who has been removed from the Seniority List and/or Hiring Hall (except those removed under Dispatch Rule 1-F) may seek to be reinstated by applying to the Board of Examiners. No reinstatement shall be granted until any and all outstanding working/percentage dues and fees are paid. In addition, all disciplinary issues must be resolved before the worker is reinstated or eligible for dispatch. If the applicant has lost their qualification date, a new entry interview shall be required and all required paperwork for List Eligibility must be resubmitted before the worker can accept work through Local 15's Hiring Hall. Workers who request to retain their Qualification Date in Dispatch Rule III.C.5 will be reinstated to the E-List with their original Qualification Date.

IV. Geographical Area

Hours worked for qualification purposes shall be within Western Washington State; including the metropolitan Seattle area and all territory extending northward to the U.S./Canadian Border, westward to the Pacific Ocean, east and southward to a point halfway between Seattle and the nearest affiliated local union with like craft jurisdiction.

V. Order of Dispatching

A. Receiving Calls

Employers may submit crew calls for the number of workers in each job classification (e.g. Grips, Riggers, Truck Loaders) and/or place crew calls by department (e.g. Carpentry, Electrics, Sound) or position. Dispatch shall follow the Job Titles and their associated skills in Appendix B of the Local 15 Policy Book for all calls unless approved by the Business Representative or their designee. If an employer requests a specific skill level not currently available, Dispatch shall follow the policy in Appendix B for creating that position.

Payroll Steward eligibility is determined by the Payroll Steward Policy in the Local 15 Policy Book.

Payroll Stewards/Head Carpenters, or equivalent, shall assign work and running crew positions based upon the skills of the workers but whenever possible shall do so with consideration of their job seniority. See Dispatch Rule VII.

For calls that are dispatched by classification, crew assignments are made by the Payroll Steward/Head Carpenter, or equivalent, on site. They may request skill lists from the BOE List Co-Chair to aid in this task.

B. Submitting Job Picks

Workers shall submit their position preferences to Dispatch based on the list/calendar of calls available from Dispatch. Workers who have indicated their position preferences will be prioritized for dispatch, except in cases of Short Notice Status, At-the-Ready (as detailed in the Local 15 Policy Book), or specific requests by employers.

C. Offering and Accepting Work

For each call dispatched, workers will be dispatched to a position by Seniority in accordance with Dispatch Rules II and III, following position preferences whenever possible. Requested workers (See Dispatch Rule V.D) will be offered those positions first; then work will be assigned to workers with the appropriate skill, who indicated a preference for that position.

If an additional call time or position with a higher classification is added after the initial dispatch, workers currently on the call will be offered the opportunity for the new call time or position in seniority order before the call opens for new workers with an exception for changes made within Short Notice Status.

If a worker declines an invitation or bails on a show run position the worker is obligated to that decision, unless additional personnel are added to the run. It is the responsibility of the worker to add the new show run position into their job picks (if the event has reopened), unless the new show run positions are being filled by the Head Carpenter/Payroll Steward.

Except in cases of Short Notice Status, when work is not assigned, workers shall have a minimum of three (3) hours from the time they receive a work invite from Dispatch to accept their work.

The worker shall not schedule themselves into daily or weekly overtime with multiple calls for the same employer unless there is a specific labor request or permission by that employer.

Dispatch is not responsible for contacting the employer on the worker's behalf. Workers may be removed from calls to prevent overtime via multiple calls pursuant to the CBA for that employer. See Section I and Section VI for additional worker eligibility and responsibilities.

D. Requesting and Assigning Workers

Dispatch shall assign all calls based on seniority and worker submitted position preference as shown by job placement in a worker's picklist. The exceptions to this are in cases of Short Notice Status, At-the-Ready (as detailed in the Local 15 Policy Book), or specific requests by employers.

Employers with requests negotiated within their Collective Bargaining Agreement (CBA) with Local 15 will have their requests honored according to their CBA.

In situations where requests are not covered by a CBA or would go beyond the agreed upon CBA terms the following guidelines will apply:

Reasons for requesting workers by name (and going outside of Hiring Hall seniority)

- Knowledge of the venue
- Knowledge of a specific show/production
- Documented Skill (either by the Employer's personal knowledge of the requested worker or documented Skill Number per the Skill Assessment Policy)
- Having specific certifications
- Strong familiarity/relationships with an employer's client

Positions and Requests will be fulfilled by Dispatch and approved as needed by the Business Representative (or their designee) according to the chart below. When requests of workers by name exceed the allowed parameters below, the Business Representative (or their designee) may approve additional requests in consultation with Local 15's President (or their designee).

Position	number of requests	Notes
Payroll Steward	Unlimited	Must be approved by the BA
Payroll Steward – Assist	None	
Head/Lead/Assistant	Unlimited	
	max 2 or 10% (rounded up to the	
Rigger	whole number) whichever is higher	
Fork/MEWP Operator	Unlimited	
	max 3 or 50% (rounded up to whole	must be paid at least Key or Higher
Builder/Artisan	number) whichever is higher	Rate if no Builder Rate in CBA
		includes lighting, audio, AV,
Board Op/Programmer	Unlimited	automation, video, and camera
Trucks	None	
	max 3 per department or 10%	
Key Level Worker (or	(rounded up to the whole number)	When specialized skills/knowledge
equivalent)	whichever is higher	are needed
Grip Level Positions	None	

If the employer's requests exceed the permitted number of requested workers, Dispatch will contact the employer to clarify their list priority or reduce the number of named requests. If there is no response or follow-up from the employer in a timely manner, workers will be offered the call in their Local 15 Seniority order. It is not the responsibility of Dispatch to determine if a worker is available for the work prior to offering the worker the call. Dispatch and Local 15 will not provide any employer with contact information for its workers for the purposes of arranging requests.

If the requested worker is not available, not eligible to be dispatched, or refuses the call, Dispatch will fill the position with a qualified worker in accordance with the Dispatch Rules and policies of Local 15. Such workers will not be entitled to any higher rates or call seniority established for named requests. Requested workers who respond after Dispatch has moved on to fill the call with other workers may not replace a worker who has already accepted work. The requested worker will be allowed to accept the call if there are still open positions within the classification or department they were requested.

When Dispatch sends the completed call sheet to the employer, they will also notify them of any requests which were not fulfilled as well as the reasons (not available, not eligible for dispatch, refused the call, or did not respond).

<u>Implementation:</u> This rule will go into effect on April 1, 2021. All employers will be notified in writing of the rule no later than March 1, 2021.

VI. Call Rules

- A. In order to uphold the reputation and professional standing of Local 15 and its Hiring Hall, discipline may be enacted in conjunction with, or in absence of, employer enforced discipline.
 - Discipline will be appropriate to the infraction and applied equitably to all Hiring Hall workers. Workers have the right to appeal discipline decisions to the Executive Board and/or the membership of Local 15. See Discipline Sub-Committee Policy in the Local 15 Policy Book.
- B. Department Heads and/or Payroll Stewards shall turn over to the Executive Board in writing the names of people in violation of Call Rules for disciplinary action within five (5) business days of said infraction. Reports of violations after five (5) business days must be approved by the Executive Board to be accepted late.
- C. Infractions subject to discipline, fines, and fees by Local 15 are:
 - 1. Attendance Infractions
 - a. Late with Notice or Bail
 - b. Late without Notice
 - c. No Show or Walk Off
 - 2. Behavior Infractions
 - a. Workplace Bullying

- b. Harassment
- c. Impairment on the Jobsite
- d. Gross Misconduct
- e. Non-Payment of monies owed to Local 15's Hiring Hall
- f. Tools

D. Attendance

- 1. Workers are required to notify Dispatch if they are going to be late or must bail off a call. Workers dispatched through Local 15's Hiring Hall who arrive late or bail on a call 48 hours or less before the start of the call shall be subject to the penalties in Table 1 Columns 1 and 2.
- 2. Workers who do not notify Dispatch that they will be late or that they need to bail shall be subject to the penalties in Table 1 Columns 3 and 4. Workers also risk being replaced on the call in the time between the start of the call and when they arrive.
- 3. Workers who do not report to their scheduled call or walk off the call before they have been released by the employer representative (could be Head Carpenter, Payroll Steward, or Department Head) shall be subject to the penalties in Table 1 Columns 5 and 6.
- 4. If a person leaves a call after work on that call has begun, the person will not be dispatched for any work until that call is terminated, unless there are pressing personal reasons for the person to leave the call. The Business Representative or their designee must be consulted within twenty four (24) hours and approve the reason(s).
- 5. Workers found in violation of attendance related discipline will be; charged \$25 as a Re-Dispatch Fee to go into the General Fund, an additional fine to go to the Fine Fund, and have the corresponding discipline points from Table 1 added to their record.

Table 1

Column #	1	2	3	4	5	6
Number of	Late w/Notice and Bails		Late w/o Notice		No-Show, Walk Off	
Instances	Point	Total = (Fee+Fine)	Point	Total = (Fee+Fine)	Point	Total = (Fee+Fine)
	S		S		S	
1 st	2	\$25 = (\$25+0)	3	\$50 = (\$25+\$25)	5	\$50 = (\$25+\$25)
2 nd	2	\$25 = (\$25+0)	3	\$50 = (\$25+\$25)	5	\$50 = (\$25+\$25)
3 rd	2	\$25 = (\$25+0)	3	\$50 = (\$25+\$25)	5	\$50 = (\$25+\$25)
4 th	2	\$50 = (\$25+\$25)	3	\$75 = (\$25+\$50)	5	\$75 = (\$25+\$50)
5 th	2	\$50 = (\$25+\$25)	3	\$75 = (\$25+\$50)	5	\$75 = (\$25+\$50)
6 th	2	\$100 = (\$25+\$75)	3	\$150= (\$25+\$125)	5	\$150= (\$25+\$125)
7 th	2	\$100 = (\$25+\$75)	3	\$150= (\$25+\$125)	5	\$150= (\$25+\$125)
8 th	2	\$100 = (\$25+\$75)	3	\$150= (\$25+\$125)	5	\$150= (\$25+\$125)
9 th	2	\$100 = (\$25+\$75)	3	\$150= (\$25+\$125)	5	\$150= (\$25+\$125)
10 th	2	\$100 = (\$25+\$75)	3	\$150= (\$25+\$125)	5	\$150= (\$25+\$125)

6. Points accrued in a single calendar year will expire after three (3) calendar years. The calendar year for Discipline will be January through December. For example, points accrued in July of 2021 will expire on January 1st 2024.

E. Impairment on Jobsites

- 1. Local 15 acknowledges that substance misuse is a mental and physical health issue. A worker who is impaired by alcohol, marijuana, prescription medications, and/or other controlled substances poses a danger not only to themselves but to those working with and around them. Impairment is defined by a diminished or loss of function or ability, both physical and/or mental. It is never acceptable to be working impaired.
- 2. Reporting: Workers who suspect another worker may be impaired on a job site are encouraged to report to the Department Head/Payroll Steward and Job Steward in the moment and/or to the Executive Board within sixty (60) days of the suspected incident. Reports should include dates/times, specific examples of impaired behavior, and witnesses, when applicable. The Executive Board will investigate all charges of workplace impairment.
- 3. Discipline: On a worker's first and second substantiated charge(s) of impairment the worker will accrue ten (10) points, will be fined \$100, and will be required to attend preapproved classes and/or counseling as determined by the Executive Board at the cost of to the worker. If the worker completes the required class/counseling and there are no additional instances of impairment on the jobsite the discipline points will be forgiven.
 - On a worker's third substantiated charge of jobsite impairment, they will accrue twenty (20) points, be fined \$200, and be required to complete a treatment program within six (6) months.
 - On a worker's fourth substantiated charge of jobsite impairment, they will accrue twenty (20) points, be fined \$200, and their Hiring Hall Agreement will be revoked. Proof of completion for a treatment program will be required before the worker can rejoin the Hiring Hall with approval from the Executive Board.
 - See Table 4 VI.H.1 for Suspension from Dispatch based on points accrued.
- 4. A worker's points accrued, and their record of substantiated jobsite impairments will be forgiven after three (3) years of no additional substantiated charges of jobsite impairment.

F. Harassment and Workplace Bullying

1. Harassment

- a. For the purposes of this the Dispatch Rules, and as defined in the equal Employment Opportunity Commission Guidelines (EEOC), harassment falls within two areas:
 - Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature; and
 - Harassment on the basis of any other protected characteristics.
- b. <u>Sexual harassment is defined as unwelcome sexual advances, requests for sexual</u> favors and other verbal or physical conduct of a sexual nature when 1) submission to

- such conduct is made either explicitly or implicitly a term or condition of an individual's employment, 2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or 3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
- c. Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different genders. Depending on the circumstances, these behaviors may include, but are not limited to, unwanted sexual advances or requests for sexual favors, sexual jokes and innuendo, verbal abuse of a sexual nature, commentary about an individual's body, sexual prowess or sexual deficiencies, leering, catcalls, or touching, insulting or obscene comments or gestures, display or circulation in the workplace of sexually suggestive objects or pictures (including through electronic communications), and other physical, verbal, or visual conduct of a sexual nature.
- d. <u>Harassment on the basis of any other protected characteristics is also strictly prohibited.</u> Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of their race, color, ethnicity, sex, gender, religion, age, sexual orientation, gender identity and expression, military/veteran status, the presence of any sensory, mental or physical disability, list placement, union membership/affiliation, or any other basis protected by federal, state or local laws and that 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment, 2) has the purpose or effect of unreasonably interfering with an individual's work performance, or 3) otherwise adversely affects an individual's employment opportunities.
- e. Harassing conduct includes, but is not limited to, epithets, slurs or negative stereotyping, threatening, intimidating or hostile acts, denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group, including through electronic communications.

2. Workplace Bullying

- a. Bullying is defined as repeated, harmful mistreatment of a worker through conduct that is threatening, humiliating, intimidating, or interferes with the worker's work. IATSE Local 15 considers workplace bullying unacceptable in all circumstances. This policy shall apply to all Hiring Hall workers. Any worker found in violation of this clause will be disciplined, up to and including revoking of their Hiring Hall Agreement.
- b. The Executive Board will investigate any allegation of workplace bullying. The following are examples of conduct that may be deemed to constitute workplace bullying under this clause:
 - Persistent staring, glaring, or other nonverbal demonstrations of hostility;
 - Exclusion or social isolation in the workplace;

- Work-related harassment (persistent work-overloading, setting of unrealistic deadlines, assigning to meaningless tasks, etc.);
- Holding one worker to a different standard than the rest of the work group;
- Consistent ignoring or interrupting of a worker in front of co-workers;
- Personal attacks (angry outbursts, excessive profanity, or name-calling);
- Encouragement of others to turn against the targeted worker;
- Sabotage of a co-worker's work product or undermining of a worker's work performance.
- c. All physical violence and threats of violence against other workers are strictly prohibited under the Dispatch Rules.

3. Reporting:

- a. Charges of Harassment must be reported in writing, within sixty (60) days of the incident, to the Executive Board with details and a list of witness(es) when applicable. Workers are encouraged to report these charges to their supervisor/employer. If the worker wants to report the charges to the employer, Local 15 can assist the worker in making the report.
- b. Workplace Bullying charges require a pattern of behavior (three (3) or more instances). This pattern is established by documenting instances which may be reported by individuals as separate instances or as a log/list of instances. A pattern can be substantiated by reports from more than one (1) person. Workplace Bullying must be reported to the Executive Board in writing within sixty (60) days of the most recent documented instances. Individuals are asked to provide dates and witnesses when applicable.
- c. Workers who witness behaviors of harassment and/or workplace bullying but are not the target of the behavior may also submit reports in writing to the Executive Board whether the target files a complaint or not. The Executive Board will make every reasonable effort to protect victim(s) identity.
- d. The Executive Board will investigate claims of Harassment and Workplace Bullying in accordance with the Dispatch Rules. All claims and relevant documentation of Harassment and Workplace Bullying will be archived in a historical record maintained by the Executive Board.
 - Local 15 acknowledges that inside jokes and friendly rivalries exist and may be seen by others as Harassment or Workplace Bullying. If an investigation determines the report of harassment or workplace bullying falls into this area of comradery, the Executive Board will forgo discipline after a discussion with the involved parties.

4. Discipline:

a. On a worker's first substantiated charge of harassment or workplace bullying, as substantiated by the Executive Board, they accrue ten (10) points and may be required to attend pre-approved classes as determined by the Executive Board at the cost to the worker. If the worker completes the required class(es), the Executive Board may

choose to put the Discipline Points in abeyance for up to twelve (12) months conditionally upon no additional instances of harassment or bullying.

On a worker's second substantiated charge of harassment or workplace bullying, they will accrue thirty (30) points, be fined \$100, and will be required to attend pre-approved classes as determined by the Executive Board at the cost to the worker.

On a worker's third substantiated charge of harassment or workplace bullying, they will accrue fifty (50) points, be fined \$200, and their Hiring Hall Agreement will be revoked.

- b. After three (3) years of no further substantiated charges of harassment or workplace bullying the points accrued will expire, but the record of those charges will remain. Any future infractions of harassment or workplace bullying will be counted as second (2nd) or third (3rd) charges and the worker will accrue the corresponding points from Table 2.
- c. Appeals to the Body of Local 15 for Harassment and/or Workplace Bullying must be submitted in writing to the President ten (10) business days prior to the next General Meeting. Affected parties must be notified of the upcoming appeal within forty eight (48) hours of the President receiving the request for appeal. Affected parties will be given the opportunity to write an anonymous statement to be read by the Secretary at that meeting or choose to speak on their own behalf. Appeals must have a 2/3 majority vote to adjust the determinations of the Discipline Sub-Committee/Executive Board. This clause overrides the Discipline Sub-Committee Policy in the Local 15 Policy Book.

G. Gross Misconduct:

1. Reporting:

A worker may be reported to the Executive Board for Gross Misconduct regardless of where the incident occurred or the length of time since the incident. Gross Misconduct can include, but may not be limited to, extreme and/or intentional safety violations, reckless disregard for others, threats of violence, physical harassment/abuse, acts that could discredit the Hiring Hall, or could cause injury or harm to persons, property, or institutions. Reports must be submitted in writing to the Executive Board. The Executive Board, upon receipt of an accusation, the Executive Board shall take it up at their next meeting, or sooner if necessary, and determine what needs to be done to protect people, property, or institutions. A full investigation shall be done within six (6) months and if found guilty by a two-thirds majority vote of the entire Executive Board after trial the worker's Hiring Hall Agreement will be revoked. Trials will follow the guidelines found in "Advice to Members of Trial Boards of Local Unions in the Conduct of Trials" provided by the International Alliance of Theatrical State Stage Employees.

All discipline under Gross Misconduct must be reported to the membership following the execution of discipline.

2. Discipline:

- a. For workers found to have committed Gross Misconduct, on a first charge as substantiated by the Executive Board, the worker will accrue fifty (50) points, be fined \$200, and have their Hiring Hall Agreement revoked.
- b. Any worker who has their Hiring Hall Agreement revoked under Gross Misconduct must have unanimous approval from the entire Executive Board to be reinstated to the Hiring Hall. The Executive Board will notify the body at the next General Meeting of the worker wishing to rejoin and make their vote no less than fourteen (14 days) and no more than thirty (30) days after the general meeting in which the body was notified.

Table 2

Column #	1	2	3	4	5	6
Number of	Harassment or Workplace		Jobsite Impairment		Gross Misconduct	
Instances Bullying			* within 3 years			
(lifetime)	Points	Fine	Points	Fine	Points	Fine
1 st	10	\$0	10	\$100	50	\$500
2 nd	30	\$100	10	\$100		
3 rd	50	\$200	20	\$200		
4 th			20	\$200		
5 th			50	\$300		

The Executive Board has the power to override this table for more extreme/repeated incidents.

H. Tools

- 1. All workers are required to have the following tools with them on all jobsites, unless specified differently by the employer.
 - Work gloves (fingered and/or fingerless)
 - Wide mouth (jaw opens to 1 inch) 6 inch or 8 inch adjustable crescent wrench
 - Needle nose and/or slip joint pliers
 - Claw hammer
 - Hand screwdriver with several tips; slot (flathead), Phillips, Robertson (square drive)
 - Wire cutters
 - 25 foot tape measure
 - Tool belt, apron, pouch, or appropriate pockets which allow the worker to carry their tools on their person

2. Discipline

- a. Workers who do not bring all of their required tools to jobsites are subject to discipline according to Table 3.
- b. Instances of not having tools on the jobsite can be reported by employer representatives to the Hiring Hall Manager, Dispatch, and/or the Executive Board.
- c. Instances of not having all tools are counted to a maximum of one (1) instance per (7) day period.

Table 3

Number of Instances	Points	Fine
1 st – 3 rd	0	\$0
4 th - 6 th	1	\$0
7 th -9 th	1	\$5
10 th - onward	1	\$10

- I. Discipline Point Calculations and Fee/Fine Payments:
 - 1. If a worker has accumulated at least fifteen (15) points or five (5) attendance infractions, whichever comes first, in less than six (6) months, then the Hiring Hall Manager or a member of the Executive Board shall reach out to the worker to help find potential solutions with the goal of preventing future infractions.

Workers who accrue twenty (20) points or more within three (3) calendar years will be subject to suspension from Dispatch for 1 week according to Table 4. This can be applied multiple times until the worker has accrued the points for the next clause.

Workers who accrue thirty (30) points or more within three (3) calendar years will be subject to suspension from Dispatch for 2 weeks according to Table 4. This can be applied multiple times until the worker has accrued the points for the next clause.

Workers who accrue forty (40) points or more within three (3) calendar years will be subject to suspension from Dispatch for 4 weeks according to Table 4. This can be applied multiple times until the worker has accrued fifty (50) points or more.

The suspensions begin the Monday after the General Meeting in which the infractions are reported to the body. The Executive Board can vote with a 2/3 majority to have a worker's suspension begin on a different date. During a suspension, the worker will not receive any work through the Hiring Hall. See Discipline Sub-Committee Policy in the Local 15 Policy Book.

Workers who accrue fifty (50) points or more from Table 1 and/or Table 2 (VI.D.5-6 and VI.G.2.b) will have their Hiring Hall Agreement revoked.

Table 4

Total Accrued Points	Consequence		
15 points or 5 total attendance	Counsel/Advice session with the Hiring Hall Manager or member		
infractions	of the Executive Board		
20 to 29 points	Suspension from Dispatch for 1 week		
30 to 39 points	Suspension from Dispatch for 2 weeks		
40 to 49 points	Suspension from Dispatch for 4 weeks		
50 or more points	Expulsion from the Hiring Hall		

2. The Discipline Sub-Committee (DSC) must rule on infractions within ninety (90) days of the report of an incident or refer infractions to the Membership at the next General meeting and

notify the worker of the infraction. Workers can reach out to the DSC in writing before their ruling to provide context and explanation for their infraction. Workers can appeal disciplinary rules to the Executive Board and, following that, to the Membership of Local 15 at a monthly General Meeting. Appeals must follow the Discipline Sub-Committee Policy in the Local 15 Policy Book.

Fines levied for all violations of the Dispatch Rules shall be placed in a special account to be used solely for contributions to charitable causes deemed appropriate by the Membership.

- 3. All fines and fees accrued by workers must be paid to Local 15 within thirty (30) days of the date on the determination letter from Discipline Sub-Committee or after all appeals have been settled. Workers may enter an agreed upon payment plan with Local 15 for fines and fees. There will be an additional \$10 fine applied for each month the payment is late.
- 4. A worker who is late on their payment(s) by \$50 or more will be in arrears. Local 15 will notify, by letter, any worker who is in arrears. Any worker who is in arrears for six (6) months without a current payment plan will be removed from the Hiring Hall.
- 5. A worker removed from the Hiring Hall due to inactivity, by request, or discipline, they may be eligible to rejoin the Hiring Hall after all outstanding disciplinary fines and fees are paid to Local 15, or the worker has entered an agreed upon payment plan with Local 15. In addition, The Executive Board of Local 15 may require specific trainings and/or classes related to past discipline before the worker is eligible for dispatch.

J. Third Party Strikes and Lockouts

The situation may arise in which the local must cover contracted positions at a venue which is being picketed by another Union in an unrelated dispute. It is understood that this is a temporary circumstance. Workers who refuse to cross a picket line shall not be penalized by a loss of seniority on the call. Similarly, workers who honor our own contract by covering our contracted positions on a temporary basis shall not be penalized for this action. When possible, such temporary workers shall be rotated at the Business Representative's discretion to "spread the burden" of covering the positions during the dispute.

K. Telephones

Unless previously authorized by the Head Carpenter/Payroll Steward or affected Department Head, the use of a cell or landline phone by dispatched personnel on company time (coffee/rest break excluded) shall not be allowed. The Head Carpenter/Payroll Steward shall report violations of this rule to the President along with a recommendation of discipline. The President shall submit this report and discipline recommendation to the Executive Board to approve, reject or amend. Punishment shall be limited to fines and/or suspension from the Dispatch List.

VII. <u>Job Seniority and Call-Backs</u>

A. Job Seniority

Job seniority, based on Local 15's Hiring Hall Seniority List, will be established for each call (e.g. in/show/out, show build, warehouse work) and will remain in force for all work on that call, regardless of location. If multiple calls for the same show/production are submitted in the same labor request, it is up to the Employer or Head Carpenter to choose to keep/prioritize the same crew throughout the duration of the production and notify Dispatch of that preference.

The worker's first workday for a production regardless of call time, shall be regarded as day one of job seniority. Workers requested by name will have a higher job seniority than dispatched workers. Workers on the show run will have a higher job seniority than workers dispatched only for the load-in and load-out.

A worker's job seniority shall expire or be reestablished after seven (7) days have elapsed between days worked on a given production.

B. Call Backs and Cut Backs

- 1. For schedule changes dispatched by Local 15's Dispatchers, the cut back and callback of the crew will be done in observance of the initial job seniority of the production except in cases of specialized skills and/or required certificate.
 - Workers called specifically as Builders, Riggers or Truck Loaders shall have job seniority for their dispatched classifications only and shall not be eligible for callbacks other than in those classifications unless all workers dispatched into the other classifications are unavailable for said callback.
- 2. For calls that are dispatched by department, workers will shall have job seniority for callbacks within their dispatched department first and will be eligible for callback in other departments if additional personnel are required by the employer.
- 3. Call end times from employers are always estimates, and therefore can be shorter or longer than what is communicated by Dispatch. It is the worker's responsibility to ensure that if they accept more than one (1) call in a single day, those calls will not overlap if the earlier call goes longer than initially estimated. Discipline may apply for a worker who is late or does not arrive to their second call of the day.
 - If a worker is on a call that extends past the initially scheduled call days, the worker can stay on the first call without penalty. The worker must notify Dispatch as soon as possible to be replaced on the second call.
- 4. Payroll Stewards/Department Heads/Employer Representatives:
 - When workers serving as stewards, head carpenters, employer representatives, or other such roles are tasked by the employer with scheduling cut and call backs AFTER the start of a call, they may consider continuity, skill, and/or seniority when making those decisions in the absence of CBA language.

VIII. Job Stewards

On every call, the senior Grip will serve as Job Steward. If the senior Grip is unwilling to serve or is unacceptable to the crew on the call, the crew has the right to elect a new steward from the Grips on the call. Any worker on the call may ask for an election.

The Job Steward will represent the workers on the call and will be considered the Union's representative in all matters. The Job Steward does not have the authority to renegotiate or in any way change the provisions of the contract.

The Job Steward will report any contractual, discipline or safety problems to the Business Representative as soon as it is convenient to do so in writing. The Business Representative will then make a report to the Membership at the next regular meeting. In the event of a safety problem, the Business Representative will report the matter to the Local 15's Safety Committee Chairperson in writing.

IX. Complaints

Complaints regarding interpretation or application of Dispatch Rules by the Local or its agents shall be accepted only if filed, in writing, within thirty (30) days after said violation of the Dispatch Rules has occurred or within seven (7) days of the General Meeting at which an issue may have been reported, whichever is longer. Appeals shall be filed in writing to the Executive Board, and be given to the President of the Local. The Executive Board will then make a recommendation to the body at the next General Meeting.

Dispatch errors must be reported in writing to the Executive Board within thirty (30) days of said error. Overcalls will be the Local's responsibility if a worker is dismissed. If the overcalled worker is utilized, his/her wages are the responsibility of the employer. Local 15 will reimburse workers financially impacted by dispatch errors not more than \$80.

X. <u>Percentage Dues</u>

All workers must pay five and one half percent (5.5%) of their gross wages for any hours credited to pay the expenses of operating the hiring hall. Earnings for which no hours are credited, vacation pay, sick pay, pink contract per diem and retirement benefits shall not be subject to percentage payment. Percentage dues shall be collected only on applicable contract minimums. Percentage payments shall be considered past due thirty (30) days after the Local has noted the issuance of said paycheck on the employee's percentage payment record. This percentage payment is due upon issuance by the employer of an employee's paycheck, or after the Board of Examiners notifies a worker that a request for unrepresented work is approved. Members working under pink contracts must pay percentage dues on their applicable pink contract minimum salary (Department Head or Assistant as applicable) no later than January 15 of the year following the year in which the hours were worked. Local 15 will notify by letter any worker who is in arrears.

Any worker in arrears shall be subject to suspension from the Dispatch List and a fine of \$10 each month they are in arrears for \$50 or more. Arrears notification will be mailed on the day following the General Meeting at which the worker's name appears on the arrears list. Suspensions will take effect thirty (30) days after notification is mailed or immediately after the worker has finished a call to which they have already been dispatched.

Any worker six months in arrears shall be removed from the Dispatch List. Any worker so removed shall require a new qualification date upon reinstatement to the list. A member shall not be deemed to have failed to pay their percentage dues because of untimely payment from the employer when working under a dues payment clause in the employer's contract.

XI. <u>Tabulation of Hours</u>

- A. Hours will be tabulated as follows: directly from Local 15's payrolls and from all work dispatched by the Local 15 Dispatch office and/or by petitioned hour credits as defined by Dispatch Rule XII. Regular hours or Straight Time will be counted as one (1) hour. Double time hours will be counted as two (2) straight time hours. Time and one-half (1.5) hours (i.e. overtime) will be counted as one and one-half (1.5) straight time hours.
- B. Hours for members working under a pink contract will be tabulated based on the terms of the contract. Members are required to submit a copy of their pink contract to Local 15's office no later than January 15 of the year following the year in which the hours were worked.
- C. Petitioned hours outside of Local 15 or pink contracts will be calculated as follows (see Dispatch Rules on Credit Hours for more details):
 - 1. Regular/Straight Time and Overtime will be calculated the same as Dispatch Rule 7.A.
 - 2. Day Rates will be calculated based on a ten (10) hour day plus any indicated paid overtime.
 - 3. Weekly Rates will be calculated based on a forty (40) hour work week plus any indicated paid overtime.
 - 4. Stipends/Fees will be calculated based on gross pay divided by the current Washington State minimum wage for the maximum number of hours claimed unless hours worked are negotiated by the worker in a contract with their employer or client and do not come out to less than Washington State Minimum wage.
 - 5. Volunteer, Education, Medical, and Family Leave Hours will count as Straight Time.

XII. Credit and Exemption Hours

Any credit or exemption hours approved, as outlined in the Dispatch Rule VI will not be credited towards Health and Welfare Coverage. Any exceptions due to extenuating circumstances to the timelines outlined in Dispatch Rule XII must be voted on and approved by the Board of Examiners

A. Credit Hours for Work in other IATSE Locals

The Board of Examiners is empowered by the Membership to credit hours worked within technical production aspects of the entertainment industry for workers who travel to other IATSE Stage and/or Mixed locals and are covered by a Collective Bargaining Agreement (CBA) within that Local, except when the work is performed under a pink contract.

- 1. The worker must be in Local 15's Hiring Hall when the work is performed. Upon admittance to Local 15's Hiring Hall, this work may be performed up to six (6) months prior. These must be submitted the BOE no later than thirty (30) days after the worker is sent confirmation of admittance to Local 15's Hiring Hall. Payment plans for Local 15's current percentage dues on the worker's gross wages must be arranged at that time.
- 2. For workers already in Local 15's Hiring Hall, they must notify the Board of Examiners in writing prior to engaging in employment outside the geographic jurisdiction of Local 15. The notification must include the following information:
 - a. Which IATSE Local the work is being performed under including contact information
 - b. The type of work to be performed
 - c. The location(s) of employment
 - d. An approximation of the number of hours to be worked per week
 - e. The name of the employer and the show/event/shop (as applicable)
- 3. The petitioner must pay Local 15's current percentage dues on their gross wages for hours credited to Local 15. Petitioners employed under another I.A.T.S.E. Local's contract shall only be liable for the difference between that Local's percentage dues and Local 15's current percentage dues.
- 4. Petitions must be submitted no later than thirty (30) days from the date the worker is paid for the job(s) or being admitted to the F-List. Workers must submit the appropriate form, copies of timecards and paystubs, and payment of the difference in percentage dues of Local 15's current rate and the rate from the Local in which the work was performed or 1% of gross wages whichever is higher.
- 5. Credit for hours worked through another Local union's hiring hall shall be limited to the number of hours required for maintenance of the petitioner's position on the Dispatch list or a maximum of 500 hours for moving to a higher list.
- 6. Hours will be tabulated according to Dispatch Rule XI.
- B. Credit Hours for Unrepresented Employers/Positions

Hours can be credited only for work performed at un-represented employers or positions that adhere to State and Federal law prohibiting hiring practices that discriminate on the basis of gender, gender identity or expression, sexuality, age, race, color, religion or national origin.

The Board of Examiners will credit hours worked in unrepresented employers/positions provided that the following conditions are met:

1. The Worker must be on the Seniority List of Local 15 when the work is performed. Upon admittance to Local 15's Hiring Hall, this work may be performed up to six (6) months prior.

These must be submitted the BOE no later than thirty (30) days after the worker is sent confirmation of admittance to Local 15's Hiring Hall. Payment plans for Local 15's current percentage dues on the worker's gross wages must be arranged at that time.

- 2. The work is performed within the geographical and craft jurisdictions of Local 15.
- 3. Workers must properly complete and submit to the BOE the Unrepresented Employer/Position Petition Form, copies of their timesheet for the work being petitioned and the corresponding paystub, and payment for the current Local 15 Percentage Dues on the gross wages excluding payments for vacation and sick time. These must be submitted the BOE no later than thirty (30) days after the paycheck has been issued provided the check was issued in accordance with Washington State Law, or being admitted to the F-List. If the worker is paid more than thirty (30) days from the date worked (if an established monthly pay schedule is not in place) then the worker can appeal directly to the BOE for an exception.
- 4. If the payment to the BOE is lower than required for the hours requested, the hours petitioned will be lowered accordingly. Refunds will only be given if the entire petition is rejected. The BOE may allow an additional thirty (30) days to provide missing documentation. No additional extensions will be given. If payment is sent separately from the forms and paystubs, the memo of the payment must include "BOE Petition for *Worker's Name*". Checks or drafts returned for insufficient funds will be considered non-payment and the petition will be rejected.
- 5. Only the first application for a single worker with a single employer will require a signature by a Member Local 15. After the first petition is accepted the worker can petition subsequent work with that employer without a Member signature.
- 6. After a site visit from a member of the BOE and/or the Executive Board or a single unrepresented employer has been signed off by three (3) Members of Local 15, that unrepresented employer will be considered pre-approved and will not require signatures for subsequent workers. The BOE will keep a list of these employers and reserves the right to remove an employer from the pre-approved employer list at any time for any reason.
- 7. Hours are tabulated according to Dispatch Rule XI.
- C. Credit Hours for Unrepresented Touring/Cruise Ships

Workers who are on tour with non-Pink Contract employers or working in the entertainment venues on a cruise ship may petition their hours for list placement.

- 1. The worker must be in Local 15's Hiring Hall when the work is performed.
- 2. The Board of Examiners must pre-approve the work before a petition will be accepted. The worker will provide a copy of their employment contract and will make arrangements with the BOE based on anticipated access to mail and the internet for documenting and returning necessary paperwork and payment as defined in Dispatch Rule VII.C.3.
- 3. Workers must properly complete and turn into the BOE the Touring/Cruise Ships Petition Form, copies of their timesheet for the work being petitioned and the corresponding paystub, and payment for the current Local 15 Working/Percentage Dues on the gross

wages excluding payments for vacation and sick time. If payment is sent separately from the forms and paystubs, the memo of the payment must include "BOE Petition for *Worker's Name*". Checks or drafts returned for insufficient funds will be considered non-payment and the petition will be rejected.

4. Hours are tabulated according to Dispatch Rule XI if not specified in the employment contract.

D. Internships, Externships, and Apprenticeships

Workers may petition hours spent in Internships, Externships, and Apprenticeships; hereafter referred to as a Program. The Program must meet the standards/guidelines of The Fair Labor Standards Act and any other state and federal laws or regulations. The Program must be within the geographic and craft jurisdiction of IATSE Local 15 and with a Represented Employer.

Workers must submit a copy of their contract to the BOE within thirty (30) days of their first day of the Program

Workers must have a Hiring Hall Agreement no later than sixty (60) days from the start of the Program or 30 days at the end, whichever timeframe is shorter.

Paystubs and/or signed timesheets with the Compensated Education Form must be submitted no later than 30 days after the completion of the Program but can be submitted monthly or with each pay period. If the paystub does not denote hours worked, a timesheet signed by the worker's supervisor will be sufficient documentation. Hours will count for the year in which they were submitted.

Representation Fee is waived when working for a represented employer if the venue is unrepresented or the hourly rate is less than the lowest Grip Rate for that employer.

The BOE may allow an additional thirty (30) days to provide missing documentation upon written request from the Worker.

E. Credit Hours for Education in the Trade

The Board of Examiners, through the Membership, encourages everyone to further their stagecraft skills. To this end the BOE will consider, on a case-by-case basis, granting credit for dispatch hours based upon proof of satisfactory completion of formal education or training programs deemed relevant to the trade.

- Classes through the Western Washington Theatrical Training Trust are pre-approved for credit hours. Other options for education credit include but are not limited to classroom time spent earning a relevant certificate, classes through accredited college and university live entertainment degree programs, vocational classes in related skills, workshops on related skills, and seminars relating to live entertainment.
- 2. Workers may petition up to 250 hours for list placement purposes. Any additional Education Hours can be used only to maintain standing on a particular list.

- 3. Workers must fill out the Education Credit Form and return that form to the BOE with proof of registration, official course description, and an instructor signature or completed certificate by no later than 30 days after the course has completed.
- 4. Workers who are enrolled as Full Time Students in an accredited technical theatre or live entertainment degree program need only to provide proof of full-time registration from the college or university registrar's office for each quarter or semester enrolled. Only related classes will be granted Education hours, but full-time students will have their list placement held for the duration of their full-time higher education enrollment.
- 5. Hours will be Tabulated based on Dispatch Rule XI.

F. Organizing Hours

- Hours submitted under organizing rules may not be counted for list placement or maintenance under any other Dispatch Rule. Refunds will not be granted for hours already submitted and accepted under Dispatch Rule VII.E.2, Dispatch Rule VII.B, or Dispatch Rule VII.C.
- 2. Workers who work for unrepresented employers that have been identified as organizing targets may have hours worked for that employer signed by the Organizer, Organizing Committee Chair, Business Representative, President, or Executive Board designee instead of a supervising Member of Local 15. Workers may be placed on the Seniority List but marked as "Ineligible" for dispatched work until they complete the intake procedures as outlined in Dispatch Rule I and Local 15 Entry Process Policy. Payment of percentage dues under this category is voluntary.
- 3. Upon certification or recognition of an organizing target, all workers may submit documentation and receive hour credit for hours worked from six (6) months prior to the date of certification or recognition until the date of certification or recognition. These hours shall be credited at one (1) hours credit for one (1) hour worked. Payment of percentage dues under this category is voluntary.
- 4. From the date of certification or recognition until the date of contract settlement, all workers may submit documentation and receive hour credit for placement on the dispatch list. These hours shall be counted as one (1) hour credit for one (1) hour worked with no percentage dues assessed.
- 5. Workers must properly complete and turn into the Board of Examiners the Organizing Hours Petition Form, copies of their timesheet for the work being petitioned, and the corresponding paystubs. These must be turned into the BOE no later than 60 days after the paycheck has been issued. Extensions on this rule must be approved by the President or Business Agent. Workers have six (6) months from the date of contract settlement to submit documentation for any hours worked prior to contract settlement.
- 6. After the date of the contract settlement, all hours and dues will be regularly credited and assessed as per Dispatch Rule XI.

G. Volunteer Credit Hours

- Workers on the Seniority List who volunteer their time on behalf of Local 15's Hiring Hall
 may receive credit toward their list placement hours. Volunteer Credit hours will be
 authorized at a rate of one (1) hours credited for each hour of all volunteer activity. All
 volunteer service will include a four-hour minimum credit except where explicitly stated
 within Local 15's Dispatch Rules and Policy Book.
- 2. To qualify for credit, all other volunteer activity must be approved in advance by the President, the Business Representative, or the Outreach Coordinator in writing.
- 3. To receive credit, the worker must submit a completed Volunteer Hours Form to the Board of Examiners for authorization within thirty (30) days of completing volunteer service and by no later than January 15 of the year following the year in which they request to be counted.
- 4. A worker may claim a maximum of five hundred (500) Volunteer Credit Hours per calendar year. Authorized volunteer hours will be logged separately and added to the worker's total list placement hours at the end of each calendar year.
- 5. Hours will be Tabulated based on Dispatch Rule XI.

H. Officers/Chair Exemption

- 1. During their term of office or employment, officers and elected committee chairs of Local 15 and employees such as the Assistant Business Representative(s), Organizer(s), and Dispatcher(s) may not be moved to a lower Dispatch List as a result of assuming such responsibilities.
- 2. Hours credited under this exemption shall be included in the calculation for consecutive years of list eligibility, or senior worker status for those on the A or B list. Hours credited under medical exemption shall not be counted for movement to a higher list.

I. Medical Exemption

- 1. Any worker who is unable to work due to injury, disability, pregnancy, illness, or caregiving for sick family members: spouse, registered domestic partner, child, parent, parent-in-law, grandparents, or sibling with a serious health condition, shall not be dropped to a lower list due to loss of hours caused by such injury, disability, illness, or caregiving. The worker must submit documentation from a physician or health care agency to the Board of Examiners that confirms the inability to work for any of the above reasons by January 15 of the year following the year in which they request to be maintained.
- 2. Upon approval of medical exemption by the Board of Examiners, the worker will receive forty (40) hours of list credit for each calendar week in which their injury, disability, pregnancy, illness, or caregiving prevents them from working for four (4) or more days.
- 3. Hours credited under medical exemption shall be included in the calculation for consecutive years of list eligibility, or senior worker status for those on the A or B list. Hours credited under medical exemption shall not be counted for movement to a higher list.

J. Family Leave Exemption

- Any worker who is unable to work due to a recent birth, adoption, legal guardianship or
 foster care placement of a child (or children) to their household shall not be dropped to a
 lower list due to the loss of work resulting from said event. The worker must submit
 documentation of the family addition(s) to the Board of Examiners by January 15 of the
 year following the year in which they request to be maintained.
- 2. Upon approval of family leave exemption by the Board of Examiners, the worker will receive forty (40) hours of list credit to each calendar week in which the worker is unable to report to work. This does not need to be taken consecutively but must be taken within twelve (12) months of the originating event and may overlap no more than two (2) years.
- 3. Hours credited under family leave exemption shall be included in the calculation for consecutive years of list eligibility, or senior worker status for those on the A or B list. Hours credited for family leave exemption shall not be counted for movement to a higher list.

XIII. Amending the Dispatch Rules

- A. Proposals for alterations or amendments to the Dispatch Rules shall be made in writing and have two readings at two consecutive regular meetings, at the last of which same must receive the favorable vote of at least two thirds of the members present and only after the members have been properly notified before the final reading.
- B. The Board of Examiners and the Rules Committee shall examine the proposed alterations or amendments to the Dispatch Rules for consistency with existing rules and report their recommendations to the Membership prior to the vote on the proposed alterations or amendments. The Membership may modify the proposed alterations or amendments to the Dispatch Rules prior to the vote to align the alteration or amendment with the recommendations of the Board of Examiners and the Rules Committee.
- C. If the alteration or amendment to the Dispatch Rules is significant enough, the changes should be tentatively approved by the membership but sent back to the BOE and Rules Committee for an examination for consistency. If the BOE and Rules Committee find no conflicts with the amended Dispatch Rule, then it will be reported to the members at the next general meeting before going into effect. If a conflict is found, the BOE and Rules Committees will make recommendations for aligning the changes, whether that be changes to the newly approved language or changes to other Dispatch Rules or the Local 15 Policy Book.
- D. The Secretary is authorized by the membership to make changes to the Dispatch Rules only when appropriate in order to keep the document formatting consistent. They cannot adjust grammar, wording, or order of sentences/clauses. The Secretary will update bullet point numbering and Dispatch Rule Numbers when a new rule is created, a rule is deleted, or a rule is moved to a different location within the Dispatch Rules. The Secretary will also update the appropriate citations within the Dispatch Rules that reference other Dispatch Rules and/or the Local 15 Policy Book as changes to either document are passed by the membership.