

DISPATCH AGREEMENT



August 15, 2023

**International Alliance of Theatrical Stage Employees,
Moving Picture Technicians, Artists and Allied Crafts,
of the United States, its Territories and Canada, AFL-CIO, CLC**

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Purpose

These are the dispatch rules for I.A.T.S.E. Local 442 and govern the manner and order in which members and fair share fee payers (hereinafter referred to as “stagehands”) are dispatched to labor requests with employers under collective bargaining agreements with I.A.T.S.E. Local 442.

1 Eligibility Requirements for Dispatch

- a) Stagehands must have a signed Dispatch Agreement form on file with Local 442 indicating their intention to abide by the Dispatch Agreement.
- b) Stagehands must not be non-referred from dispatch to the applicable employer requesting labor. Such non-referral may only take place following the language outlined in the applicable collective bargaining agreement.
- c) Stagehands must not be more than 15 days past due with quarterly dues and per capita fees owed to I.A.T.S.E. Local 442. Upon written notice to the Executive Board and kept on file with the Secretary, a stagehand may declare financial hardship and be provided with a payment plan to bring the stagehand current.

2 Dispatch Procedure

- a) It is the responsibility of a Dispatch Officer to fill employer labor requests to the best of their ability in accordance with the Dispatch Agreement and the applicable collective bargaining agreement. A Dispatch Officer will dispatch labor requests from the employer to stagehands in dispatch list order. A Dispatch Officer will dispatch stagehands using the Call Steward software between the hours of 8:00 a.m. and 6:00 p.m. For each labor request a Dispatch Officer is only obligated to make one dispatch.
- b) Under normal circumstances, the response grace period shall be five (5) hours from the time of dispatch contact. After five (5) hours, a Dispatch Officer may move on to the next stagehand following dispatch list order.
- c) If a labor request must be filled in under twenty-four (24) hours, then a Dispatch Officer shall follow dispatch list order, suspending the five (5) hour grace period, and will dispatch the first stagehand(s) who accept(s) the labor request.
- d) In the event a labor request must be filled within one (1) hour, a Dispatch Officer, Business Agent or Job Steward may fill the labor request at their discretion.
- e) If, after all stagehands have been dispatched and there are still labor requests to be filled, then a Dispatch Officer may dispatch at their discretion.
- f) Stagehands wishing to not be dispatched in general or for a specific employer must notify the Executive Board in writing and the notice kept on record in the Call Steward software.
- g) Stagehands not responding to labor requests five (5) consecutive times in a thirty-day (30) period will not be offered further requests until the stagehand contacts a Dispatch Officer to express availability.

- h) It is the responsibility of the stagehand to notify the Executive Board in writing of any contact information updates and the notice kept on record with the Secretary.
- i) The Executive Board will notify a Dispatch Officer in the event a stagehand becomes ineligible for dispatch.

3 Stagehands Requested by Name

The Employer or their designated representative may request stagehands by name in writing to the Business Agent four (4) days prior to the commencement of a labor request. The Business Agent will consider the request. No standing request will be allowed.

4 Dispatch List

- a) Stagehands will be placed on the Dispatch List in order based on the date they sign the Dispatch Agreement form.
- b) It is the responsibility of the stagehand to keep their availability up to date in the Call Steward software.
- c) Stagehands who allow the dispatch clock in the Call Steward software to time out consistently for a ninety-day (90) period will be notified by the Executive Board via email and removed from the Dispatch List. Removal from the Dispatch List means the stagehand has lost their place in seniority. In order to be placed back on the Dispatch List, they must sign and date a new Dispatch Agreement form. A new, signed Dispatch Agreement form will establish a new seniority date.
- d) House Crew at contracted venues with regular work will have their dispatch confirmed by a Dispatch Officer in consultation with the venue representative.
- e) All stagehands on the road with “pink contracts” from Local 442 shall retain their position on the Dispatch List as long as they are under valid contract.
- f) Any stagehand who feels their position on the Dispatch List is incorrect may appeal, in writing, to the Executive Board.

5 Expectations

- a) Stagehands are expected to arrive at the place of employment fifteen (15) minutes prior to the start of a labor request with all necessary tools and attire for completing the job successfully.
- b) Injury on the job shall be reported to the Job Steward and Employer as soon as possible.
- c) Stagehands are expected to contact a Dispatch Officer immediately if they are no longer available to fill the labor request.
- d) Stagehands shall not loiter around the venue in which they are employed on their day(s) off.
- e) It is the responsibility of the Job Steward to communicate all failures to follow these expectations to the I.A.T.S.E. Local 442 Executive Board.
- f) Any stagehand wishing a Leave of Absence must secure written permission from this local.
- g) An extension of a Leave of Absence may be granted after one year, provided such extension is requested by the involved stagehand at least thirty (30) days before the expiration of the one-year period. The requested extension must receive a favorable vote of the majority membership at a regular meeting. No extension for a Leave of Absence may be made for more than two years at any one time.
- h) Under the Influence Policy
 - 1) When a stagehand is suspected of being under the influence, the Department Head and the Job Steward will approach the individual for an interview. The Department Head and Job Steward will make the determination based on what a reasonable person would conclude as to whether an individual is under the influence.
 - 2) If it is determined that the individual is under the influence of a substance that impairs their ability to safely work on the job, the individual will be removed from the active work site to wait until the end of the shift.
 - 3) The Job Steward will list the event in the steward's report and send the report to the Business Agent and Executive Board for investigation.
 - 4) The Executive Board will contact the individual with a request for a meeting to discuss the charge of being under the influence and request an answer to the charge.
 - 5) The individual will be made aware of the IATSE substance abuse assistance programs.
 - 6) If the individual is reported and found to be under the influence on future jobs, they can be charged under the below Article of IATSE Local 442's Constitution and Bylaws.
 - 7) **ARTICLE II. MEMBER CONDUCT, Section 1. DISHONESTY or DRUNKENNESS**
 - Any member dismissed from their position for dishonesty or drunkenness upon being found guilty thereof, shall be fined no less than \$250.00.

6 Disciplinary Action

- a) The Executive Board shall be the sole disciplinarian of the Dispatch Agreement. Disciplinary action shall be taken by the Executive Board on the basis of written information provided by the Job Steward. The Executive Board will make a reasonable effort to obtain and consider the position of the stagehand prior to issuing discipline.
 - 1) A stagehand may be fined \$25 for arriving after the start of a labor request, for failing to bring the appropriate tools and/or attire for completing the job successfully (i.e., adjustable wrench, screw gun, tape measure, assorted socket set, pliers, wire cutters, standard and Phillips screwdriver, hammer, protective gloves, and tool belt). In addition, the stagehand will be removed from the labor request if a replacement has been found. Each subsequent offense in a one (1) year period will result in a \$50 fine.
 - 2) A stagehand may be fined \$100 for failing to immediately contact a Dispatch Officer if they are no longer available to fill the labor request. Each subsequent offense in a one (1) year period will result in a \$200 fine.
- b) If the stagehand feels a fine is unwarranted, then the stagehand may appeal the charges before the body at a General Meeting.

7 Administration

- a) It is the responsibility of the Business Agent to oversee the implementation and adherence to the Dispatch Agreement.
- b) The Business Agent is supervised by the Executive Board and membership with regard to the administration of the Dispatch Agreement.
- c) The Secretary shall publish and submit the Dispatch List to Dispatch Officers, Job Stewards and membership of I.A.T.S.E. Local 442 at the first regularly scheduled general membership meeting of each calendar year.
- d) Three percent (3%) of gross wages for each Union referred stagehand of Local 442 are payable to the Local to fund the operation of collective bargaining negotiations and the dispatch system.

8 Changes to the Dispatch Agreement

- a) The Executive Board shall review the Dispatch Agreement and offer any proposed revisions on a quarterly basis.
- b) Any member of I.A.T.S.E. Local 442, who wishes to propose any revisions to the Dispatch Agreement, must do so in writing to the Executive Board.

- c) Upon approval from the Executive Board, the Secretary will submit the proposed revisions to the membership via email at least two (2) weeks before any vote is taken. Membership will then vote by secret ballot at a General Meeting to accept or decline the proposed revisions. The revisions will be decided by a simple majority vote of all who cast ballots.

9 Savings Clause

- a) In the event that any term, paragraph, or provision, of this document be found to be unenforceable, illegal (under Federal, State, Local, or Union laws and Contracts), the Executive Board shall submit any changes to the general membership, as outlined above.
- b) Should any term, paragraph, or provision of this document be found to be illegal or unenforceable, only that part shall become void. All other provisions of this document shall apply.

10 Superseding Language

Language in specific employer collective bargaining agreements, if contradictory, will supersede language in the Dispatch Agreement.