



**SPECIAL DEPARTMENT WORKING RULES
OF LOCAL 168**

OF

**THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYES, MOVING PICTURE TECHNICIANS,
ARTISTS AND ALLIED CRAFTS OF THE
THE UNITED STATES, ITS TERRITORIES AND CANADA
AFL-CIO, CLC**

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Article 1. AUTHORITY AND ENFORCEMENT

- 1.01 These Working Rules shall govern calls to work within the jurisdiction of LOCAL 168 OF THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, hereinafter referred to as the Local. Where there is conflict between these Rules and the Bylaws of the Local, the Bylaws shall govern. Where there is conflict between these Rules and a bona fide collective agreement with an employer, the collective agreement shall govern.
 - 1.02 The terms "Worker" and "Member" whenever used herein shall be taken to mean and include any person dispatched or eligible to be dispatched under the Local's auspices, unless the text otherwise requires.
 - 1.03 The Sergeant at Arms and the Business Agent of the Local shall be responsible for the enforcement of these rules.
 - 1.04 The process for dealing with non compliance of these Working Rules shall be addressed as prescribed in the IATSE Constitution, Article Sixteen (16), Discipline of Members and the Local's Bylaws, Article Seventeen (17).
 - 1.05 The range of penalties to be imposed for infraction of these rules includes but is not limited to, reprimand, fine, suspension and expulsion.
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Article 2. SPECIAL DEPARTMENTS

2.01 Special Department workers include but are not limited to:

Front of House

Box Office

Custodial

Arts Administration

Projectionists

Article 3. ACCEPTING WORK

3.01 All Special Department workers are hired and scheduled directly by the Employers.
To be eligible for work under the auspices of the local, a worker must:

- (a) Be in good standing with the Local.
- (b) Inform the Employer of changes of availability.
- (c) Establish and maintain a mutually accepted and reliable means of communication with the Local and the Employer.
- (d) Respond promptly to all calls from the Employer.
- (e) Inform the Employer and Secretary-Treasurer of changes in address and telephone numbers.
- (f) Demonstrate an appropriate level of ability to perform the work involved, subject to verification by the Business Agent and the Executive Committee of the Local.

3.02 The Local shall not be held liable for any loss of work resulting from circumstances beyond the Local's control, including but not limited to schedule changes, cancelled calls, and failure of communication systems.

3.03 Workers Being Called to Work Directly by an Employer

- (a) If a Worker is approached to work directly by an Employer with whom the Local has a Collective Agreement the Worker must immediately contact the Business Agent.
- (b) If a Worker is approached to work directly by an Employer who does not have a Collective Agreement with the Local, and the work falls within the scope of the work covered by the Local, the Worker is strongly encouraged to contact the Business Agent. The Business Agent will then explore opportunities for work with the Employer for Members and Permittees of the Local.
- (c) A Worker approached by an Employer as described in number 3.03a above should encourage the employer to contact the Business Agent to fill the call for them.
- (d) Members who do not follow these guidelines are undermining the precepts of the Union and the labour movement and may be subject to discipline by the Local.

Article 4. STEWARDS

4.01 The Shop Steward on any call must be a Member of the Local. Stewards work on behalf of and report to the Local's Business Agent.

4.02 For Front of House calls, the FOH supervisor shall designate the Shop Steward at the start of the call. The Steward shall be the most senior, willing, non-supervisory Member on the call.

(a) The position of Shop Steward shall be assigned to the willing worker in the following order:

(i) A Member who:

- Is not a full-time employee, and
- Is not the Supervisor, and
- Has passed Local 168's Shop Steward training, or an equivalent as determined by the Business Agent.

OR

(ii) A Member who:

- Is not a full-time employee, and
- Is not the Supervisor

OR

(iii) A Member who:

- Is not a full-time employee.

OR

(iv) Is the most senior Member.

(b) If no Member is available, the workers shall notify the Business Agent, who will address Union concerns

(c) For all other shifts, the Shop Steward shall be elected by the workers.

- 4.03 During a shift, the Shop Steward shall:
- (a) Be the on-site representative of the Local.
 - (b) Have at hand the applicable Collective Agreement and the Working Rules, Policies & Procedures, and Constitution and By Laws of the Local.
 - (c) Monitor the application of the appropriate Collective Agreement.
 - (d) Document and settle, if possible, disputes relating to the relevant Collective Agreement.
 - (e) Accept complaints from workers which may be the basis of a Grievance.
 - (f) Promptly report all unresolved issues to the Business Agent of the Local.
- 4.04 Concerns and complaints from a worker or employer arising during a shift regarding the application of a collective agreement or employment standards, the dismissal or discipline of an worker, or any other relevant workplace issue shall be directed promptly to the Shop Steward.
- 4.05 Shop Stewards may, after consultation with the employer, leave their regular duties to investigate and settle, if possible, disputes within their jurisdiction. There shall be no other disruption of work resulting from such disputes.

Article 5. LATENESS

- 5.01 Workers not present and ready to work at the scheduled start time shall be considered late and subject to immediate replacement.
- 5.02 Any worker who expects to arrive late shall contact their employer designate as soon as safely possible. If the employer designate cannot be contacted, the worker shall contact the Business Agent.
- 5.03 If a worker is late, the Supervisor may begin calling for a replacement. Once a replacement is found, the first worker is relieved of the opportunity to work, and the second worker shall fill the position. If the first worker arrives before a replacement is found, the first worker shall fill the position.
- 5.04 The Steward shall report all instances of lateness to the Business Agent of the Local.
- 5.05 A Worker who has arrived late three (3) times in a period of six (6) months shall be subject to discipline by the Local.

Article 6. GENERAL WORKING CONDITIONS

- 6.01 Special Department workers shall report to the Supervisor upon arrival at the venue.
- 6.02 Workers shall work only within their assigned area of work, unless otherwise directed by their Supervisor.
- 6.03 A worker has the right to refuse any task when that worker has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person and shall promptly report the unsafe condition to the Supervisor. Any injury shall be reported immediately to the Supervisor.
- 6.04 Workers shall not knowingly accept calls involving work which they cannot perform for reasons including but not limited to ill health or inability.
- 6.05 In the event of reasonable belief of intoxication or inadequate fitness for work the Supervisor or Shop Steward may immediately suspend and replace a worker for any portion of the scheduled shift
- 6.06 Any worker suspended under 6.05 will be reported to the Business Agent.

Article 7. MEMBERSHIP APPLICATIONS

- 7.01 Employees' Obligation to Become Special Department Member
 - (a) All Regular Special Department employees shall become Members of the Local upon completion of the employer's probationary period.
 - (b) Casual Workers:
 - (i) Any Special Department Employee who is eighteen (18) years of age or older, may, should they wish, join as a full Special Department member provided that they are willing to pay full Member dues on top of their working dues and stay in good standing with the Local.
 - (ii) Exceptions to the requirement of Membership will apply when the employment is of a casual nature and the employee is earning less than two thousand dollars (\$2,000.00) quarterly over the course of eight (8) quarters.
 - (iii) Employees earning more than two thousand dollars (\$2,000.00) quarterly, will be required to join as a full member.

- 7.02 At the time of hire an information sheet describing the contractual obligation of union membership and the procedures involved to become a Member will be given to the employee as well as a waiver which must be signed and returned to the employer authorizing deduction of processing fees, administration fees and union dues.
- 7.03 The processing fee of ten dollars (\$10.00) will be deducted from the employee's first pay cheque in addition to the current dues deduction.
- 7.04 Upon acceptance to the Local, the Member will be required to pay all dues, including minimum quarterly dues to the Local to maintain their membership. Failure to pay the dues will result in loss of employment within the bargaining unit and expulsion from the Local.
- 7.05 Should the Member leave their employment while in good standing with the Local, that person may receive an Honourable Withdrawal from the Union and return as a Member should they return to their employment at a later date.
- 7.06 Requests for Membership must be made in writing to the Local's Secretary Treasurer.
- 7.07 University of Victoria Students' Society:
- Due to the special nature of this contract, the procedures of employment will be as outlined in the collective agreement with the University of Victoria Student Society. Currently, these employees will be considered Special Department Employees Permittees.

Article 8. CONDUCT UNBECOMING

- 8.01 Conduct unbecoming or that which is contrary to trade unionism, or that which would bring discredit to the Local, the Alliance or any worker, shall be an offense against the Local and upon being found guilty thereof after trial, the offending worker shall be liable to such penalty as the Local may see fit including fine, suspension, or expulsion from the Local. By way of example only, the following are deemed but not limited to be conduct unbecoming: lateness, intoxication, bullying, harassment, vilification of the character or capabilities of a co-worker.

Article 9. INTERPRETATION AND AMENDMENT

9.01 The interpretation of these rules shall, in case of dispute, be decided by the Executive Committee, whose decision shall be final.

9.02 Addition, deletion, alteration or amendment shall only be made by a resolution passed by a majority vote at a general meeting for which seven (7) days written notice has been given specifying the intention to propose such a resolution.
