

# WORKER AGREEMENT

## THIS AGREEMENT STATES THE RESPONSIBILITIES OF THE WORKER TO THE UNION HIRING HALL AND THE UNION'S RESPONSIBILITIES TO THE WORKER

The Executive Board of I.A.T.S.E. TWU Local 887 (Local 887) shall be the sole disciplinarian of these rules, and pledges to carefully review all workers' requests or grievances arising from Union action or work related matters. An employee being considered for fines or suspension, or with other concerns or grievances, may chose to appear before the Executive Board at it's meeting by making prior arrangements with a member of the Executive Board or the Local 887 Office Clerk. Consideration and determination of fines and suspensions and of payment schedules will be made by, or at the direction of, the Executive Board of Theatrical Wardrobe Union Local 887 at the regular Executive Board meeting following the report of the incident. The Executive Board regularly meets prior to the general membership meeting on the fourth Monday of each month. If no Executive Board meeting is held for reasons of cancellation or lack of quorum, a special Executive Board meeting will be held within 10 days of the originally scheduled meeting date in accordance with the I.A.T.S.E. Constitution. Any employee whose charges are being considered for fines or suspensions at such special meeting will be informed of it's time, date and location.

The worker pledges to remain in good standing in regard to moneys owed to the Union by virtue of the worker's use of the hiring hall. Delinquent workers will not be dispatched by the Local 887 Hiring Hall. Delinquent workers may be terminated by their employer based on the terms of the collective bargaining agreement under which they are working. The worker is responsible for keeping track of and making timely payment of the following:

### A. Membership Dues

Members of Local 887 are required to pay membership dues, which include their Hiring Hall Fee. These are due at the beginning of each quarter of the year (January 1st, April 1st, July 1st and October 1st), and delinquent within 30 days after such due date. Members will be informed of the amount of their quarterly dues at the time they join Local 887. Members will be informed in writing of any change of quarterly membership dues. Members who are delinquent with their dues are required to pay a \$25.00 reinstatement fee. Workers who have not resigned their membership, who are not current with their Membership Dues, are not eligible for dispatch.

### B. Regular Hiring Hall Fees

Non-Members of Local No. 887, who have a place on the Local 887 Hiring Hall Dispatch List between 1-90, must pay a Hiring Hall Fee of \$10.00 a quarter to be eligible for dispatch. Workers who have a Hiring Hall Dispatch List number larger than 120 are not required to pay the Hiring Hall fee. The fee is due at the beginning of each quarter of the year (January 1st, April 1st, July 1st and October 1st), and delinquent within 30 days after such due date. Workers will be informed of any changes in that fee in writing. A re-instatement fee of \$25.00 is required for those who fail to pay the Hiring Hall fee within 30 days of the first day of the quarter in which they are due. Workers who are not current with their Hiring Hall fee or penalties are not eligible for dispatch.

### C. Payroll Percentage Assessment

All workers employed under contracts held by Local 887 are required to pay a percentage assessment of their gross wages to Local 887, unless they have requested Financial Core Payee status. The current percentage assessment is 3%. Most percentage assessments are deducted by contracted employers with the

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worker's permission and paid directly to Local 887. It is the worker's responsibility to check their pay stub to insure that the percentage assessment has been made correctly. If the percentage assessment is not deducted by the employer or the full amount due is not deducted, it is the worker's responsibility to make payment to Local 887. Payroll percentage assessment is due upon the date paychecks are issued (or on an engagement of exceeding an eight week stand, on the regularly scheduled pay day), and delinquent within 30 days after same.

D. Fines and Fees

A fine may be assessed due to disciplinary action or delinquent payments. A fee may be assessed in special circumstances by the Local's Executive Board. Fines and fees will be assessed in writing. All fines and fees are due within thirty days of assessment and delinquent thereafter.

## **Local 887 Working Rules For Dispatched Employees**

The worker pledges, when working under contracts held by Local 887, to abide by the terms of the contract, the Venue's working rules and the Union's Working Rules. Copies of each Venue's contract and working rules are available at the job site. Workers are expected to be knowledgeable of and to follow the Union's Working Rules.

1. Dispatching Personnel

The Dispatcher under the direction of the Business Representative, shall follow the Local 887 Hiring Hall Dispatch Rules. All wardrobe workers shall be dispatched from Local No.887 if the contract so states. Management has the privilege of choosing their Wardrobe Supervisors, Assistants or Seasonal Staff as stipulated in specific contracts. Personnel requests as allowed by the Hiring Hall Dispatch Rules or by contract must be made through the Business Representative.

2. Failure to Report for Work

A worker who accepts a dispatch call for work and fails to report for work without giving the Business Representative or Dispatcher at least 4 hours prior notice shall be subject to a *No-Show* fine.

3. Leaving a Post

Unexcused absence from an assigned position may be considered a *No-Show*. A worker who leaves the job site during a work call without permission of their Supervisor shall be subject to a *No-Show* fine. Written notice of the penalty is to be given to the worker by the Job Steward before the end of the work day.

4. Being on Time

A worker must arrive on or before the specified call time and show that they are ready for work. A worker who does not do so shall be subject to a *Late Arrival* fine by the Job Steward. The Job Steward may replace the *Late Arrival* employee at 10 minutes past the scheduled call time. If a replacement has been found before the *Late Arrival* employee has arrived, the *Late Arrival* employee will be replaced for the call.

5. Working All Performances

A worker accepting a dispatched position through the Union's Hiring Hall shall be expected to work all days/performances scheduled unless a prior arrangement has been made through the Business Representative. In the case of an emergency, a worker will be replaced temporarily. The replacement shall be notified that this is only a temporary position.

6. Seeking Another's Position

No worker shall endeavor to obtain a position of employment in a Venue where the position is held by another worker represented by Local 887 who has not given or received official notice.

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7. Tools

A worker dispatched by Local 887 is expected to provide basic tools as required by the job. This may include but not be limited to: scissors, hand sewing needles, black and white thread, flashlight, writing implement, paper and safety pins carried in an apron, fanny pack, etc.

8. Alcohol, Marijuana and Controlled Substances

Local 887 does not condone the use of alcohol or marijuana in the workplace. Local 887 does not condone the use, possession of, or sale of illegal drugs or controlled substances in the workplace. A worker impaired by alcohol or marijuana, or in possession of illegal drugs on the job is subject to dismissal for cause by the Employer, as defined by the Employer's Policies and their contracts with Local 887. A worker replaced on a call or dismissed due to use of alcohol, marijuana or controlled substances will be subject to a timely review and discipline by the Executive Board. Such worker may be suspended from the Hiring Hall until their review has taken place.

9. Probationary Year

The first year of employment is a probationary period. Should a worker violate this Worker Agreement within one year of the first date the individual is employed under a collective bargaining agreement held by Local 887, whether by dispatch or direct employment, the Executive Board may remove them from the 887 Hiring Hall Dispatch List. The worker is allowed a hearing with the Executive Board at their request. The worker may re-apply to be placed in Group E at any time after being removed from the Hiring Hall Dispatch list.

10. Fines and Penalties

a) A worker who is deemed to be a *Late Arrival* or a *No-Show* by the Job Steward will receive a written notice of that decision.

b) A worker charged as *Late Arrival* or *No-Show* and fined or penalized has the right to contest the charge, fine or penalty to the Union's Executive Board in writing or in person at their next regularly scheduled Executive Board meeting.

c) Three *Late Arrival* and any *No-Show* fines in a period of 6 months may result in a review of the worker's attendance history by the Union's Executive Board at their next regularly scheduled Executive Board meeting. A worker subject to such review will be informed of the time and date of the review by letter and by phone at least 14 days prior to the meeting. A worker subject to review by the Union's Executive Board has the right to attend the Executive Board meeting at which they are being reviewed. The worker may present any information that they feel will help the Executive Board make a fair and informed decision in advance of or at the Executive Board meeting.

c-1) After reviewing the worker's *Late Arrival* and *No-Show* history, the Union's Executive Board may decide to impose greater fines or penalties, including suspension from the Hiring Hall, for any future "late arrivals" or "no-show" incidents by the worker in question. Written notice of any decision made by the Executive Board including any penalties will be sent to the worker at their last known address.

d) The base fine for each assessment is:

<i>Late Arrival:</i>	\$20
<i>No-Show:</i>	\$50

11. Expulsion

a) A worker who receives three Employer *Do Not Dispatch* requests for Disciplinary reasons shall be expelled from the Hiring Hall.

b) A worker who is expelled from the Hiring Hall will lose their Hiring Hall Dispatch List placement. They may re-apply to the Hiring Hall through Group E.

**Read the above Worker Agreement. Sign this page and submit *this page only* to the Local 887 office, or its representative. KEEP THE REST OF THE DOCUMENT FOR YOUR RECORDS. Local 887 retains the right to amend these rules. A current copy of these rules may be requested from the Local 887 office at any time.**

**I, the undersigned, have read the Worker Agreement and understand all its provisions. I have retained a copy for personal reference.**

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*LOCAL 887 OFFICE USE ONLY*

*Date received:* \_\_\_\_\_

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