



**International Alliance of Theatrical Stage Employee
Local 611 Job Referral Procedures**

Amended 2/6/2023

Referral to available jobs dispatched through IATSE Local 611 (hereinafter referred to as "the Union") will be made in accordance with the provisions of these Job Referral Procedures.

The Executive Board and standing committees composed of members of the Union 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 the Union. Qualification for any particular Dispatch List does not guarantee that any worker will accrue the same number of calls in any succeeding calendar year.

The principle of equitable and uniform dispatching as provided by these procedures will be general guidelines. However the Union reserves the right to dispatch any individual it chooses based upon:

1. The need for specific skills.
2. Specific requests from employers when appropriate.
3. The need to rapidly fill short notice or emergency work requests.
4. Consistency of crew

Acceptance of any job dispatched by the Union is considered acceptance of these Job Referral Procedures, and the IATSE Local 611 Code of Conduct

List Eligibility

In order to maintain the viability of the Union and the integrity of its workforce, the Executive Board of Local 611 will enforce these rules uniformly.

- A. In accordance with California 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 persons referred to work must pay a 5% assessment of gross wages earned from each referral to the Union for the purpose of reimbursing the Union for expenses incurred in making job referrals. The Union shall make available automatic payroll deduction forms to facilitate payment of the referral assessment fee.

Criteria for dispatch:

The Union will attempt to refer the most suitable worker for all jobs dispatched by IATSE Local 611. There are many different variables to take into consideration when assigning a worker to any position and the following criteria are some of what the Union shall take into consideration:

Availability:

Days workers are available to work specific shifts or available to work all required shifts for a particular call. Referents that communicate and state their upcoming availability on Mondays will be considered for referral in preference to those who have not stated their availability.

Skill-set:

Proficiency in desired skills for a specific job is necessary for all referrals. Specific workers, who have advanced skills within any given skill set, may be preferred in dispatch when appropriate. Timely Responses: As requested by dispatchers, workers must always respond promptly.

Consistency of Crew:

When appropriate the Union will attempt to dispatch the same referents that have historically worked a particular event (quarterly or yearly etc.), <OR> have historically worked at and are familiar with a specific venue or employer, <AND/OR> have the availability to maintain consistency of crew throughout the run of a specific job.

Employer requests:

Requests for particular employees to be dispatched to particular positions that are in writing and submitted by the employer may be honored by the Union when appropriate. At no time may any referral actively canvas any employer for requests on behalf of themselves or other specific workers for any jobs or calls with the Union.

In good standing:

Workers should be in good financial standing with the Union, as determined by the Financial Secretary's monthly report.

Experience with the Local:

Experience and history working with the Local and/or at specific venues or with specific employers. **Amended Jan 2010**

Miscellaneous provisions

When the Union receives short notice for a call, within forty-eight (48) hours of the start of the work, the call will be filled on an emergency basis.

Referents working ,multiple-day events may be temporarily replaced if they have a valid excuse, which must be expressed at the time they take the call. However, referents having a valid excuse will not be placed on key jobs where the employer requires continuity. A valid excuse would be personal or immediate family illness, a doctor's appointment, a wedding or funeral of an immediate family member and so forth.

Any referent who accepts a call to work and declines the call with less than twenty-four (24) hours' notice without a valid excuse shall be suspended for the next event that their name comes up for on the list.

Any referent that accepts a call to work and fails to report to work without a valid excuse shall be suspended from the referral list for the next two events that their name comes up for on the list.

In cases of on the job injury or personal health issues that require emergency medical attention, surgery, hospitalization and/or occupational therapy, the referent will be temporarily removed from the referral list with no effect on seniority. Return to the list will only be allowed when the Union is in receipt of a written work release from the referent's attending physician.

All applicants for job referrals must be at least 18 years of age and must register with the Union. All persons on or applying for placement on the job referral list must have a telephone at their place of residence or be able to be reached at any time of the day. It is the referent's responsibility to notify the Union immediately upon change of address and telephone number.

The referral list will be reviewed and updated at the end of each year. These procedures are subject to open review for amendment by the Union membership in December of each year. Any amendments to these procedures shall require a two thirds majority vote of the membership during the following January meeting. If no amendments are made in January of each year, the procedures shall continue unmodified for the remainder of the calendar year.

If there is no quorum for either the December or January meetings noted above, the amendments may be postponed until the next meetings for which there is a quorum.

HIRING HALL CODE OF CONDUCT

1. Applicability

This Code of Conduct (“Code”) sets forth expectations of all workers who avail themselves of the hiring hall (“Workers”) of the International Alliance of Theatrical and Stage Employees, Local 611 (“Union”) and shall apply equally to members and non-members (overhires) alike.

2. Code of Conduct

Workers shall not engage in conduct that is detrimental to the advancement of the purposes which the Union pursues, or as would reflect discreditably upon the Alliance. Such conduct includes, but is not limited to, harassing conduct that is made unlawful by the Fair Employment and Housing Act, the California Unruh Civil Rights Act, or any other state or federal law prohibiting harassment on the basis of race, color, creed, national origin, sex, gender, gender identity, gender expression, sexual orientation, religion, age, disability, medical condition, genetic information, marital status, and/or military/veteran status.

3. Discipline of Members

Members who are alleged to have violated this Code of Conduct shall be subject to Article XI Discipline of Members in the Union’s Constitution and Bylaws. Members may be disciplined by reprimand, fine, suspension, or expulsion. However, no member may be suspended or expelled unless there is a finding that such action is necessary to the effective performance of the Union’s function in representing its constituency.

4. Discipline of Non-Members

- a. Non-members who are alleged to have violated this Code of Conduct shall be entitled to a fair trial whereby their guilt or innocence may be determined, with the exception that a non-member who had defaulted in the payment of fees, fines, or assessments lawfully imposed shall not be entitled to stand trial. Non-members may be disciplined by reprimand, fine, suspension, or expulsion. However, no non-member may be suspended or expelled unless there is a finding that such action is necessary to the effective performance of its function in representing the Union’s constituency.
- b. All charges for a violation of this Code must be in writing, in the form of a signed affidavit, reciting clearly the offense charged, the name of the accused the time, place, and nature of the violation, and the names of all then-known witnesses to the offenses charged. The statement shall be signed by the accuser.
- c. If false charges are maliciously proffered against any member or non-member, the person or persons proffering such charges shall be fined five-hundred dollars (\$500.00), the fine to be imposed upon the acquittal of the member accused.
- d. Charges shall be filed in duplicate, but only the original need bear the seal of the notary public before whom the affidavit was sworn.

- e. Charges shall be filed with the Secretary of the Union and must be filed within 60 days after the offense becomes or should have become known to the person making the charge. The Secretary of the Union shall refer the charges to the Executive Board.
- f. Charges may not be withdrawn unless the non-member accused consents to the withdrawal.
- g. The Executive Board shall cause to be served upon the accused personally or by certified mail to the last known address, a duplicate copy of the charges, and shall notify them of the time and place appointed for the hearing thereon. The notice shall be served or sent to the accused at least fifteen calendar days prior to the date for the hearing. If the accused cannot attend the scheduled hearing, the Executive Board may be granted postponement or continuance for proper cause.
- h. The Executive Board or committee of the Union shall sit as a trial body to hear all evidence upon the charges, and to determine the guilt or innocence of the accused and shall determine the penalty to be imposed if found guilty. The accused shall, at the hearing upon the charges, have the right to present his defense in full, and to confront and question all witnesses and to examine all evidence of the case. The accused shall have the right to be represented by counsel, who shall be a member of this Alliance in good standing. When the accused or Executive Board or committee requests, the testimony of any witness must be taken under oath, to be administered by the Chairman of the Board or committee.
- i. The Executive Board or trial committee shall render a written report of its findings as to the guilt or innocence of the accused, and if the accused be found guilty, the penalty to be imposed. No non-member may be suspended or expelled unless there is a finding that such action is necessary to the effective performance of its function in representing the Union's constituency.
- j. After submission of the report, the accused, if aggrieved by the decision of the Executive Board or Trial Committee, shall be afforded an opportunity to speak either in favor of or against such decision including the penalty to be imposed. The Executive Board, regardless of whether the Executive Board or a Trial Committee issued the report, shall proceed to vote upon the findings of the Executive Board or Trial Committee as to the guilty or innocence of the accused and of the penalty to be imposed. If a majority of the Executive Board members present so vote, the findings shall be adopted. The Executive Board may, instead of adopting the findings, make a motion to modify or set aside the findings, including the penalty imposed. Upon a majority vote in support of such motion, the findings and/or penalty imposed will be modified or set aside as stated in such motion, however, no non-member may be suspended or expelled unless there is a finding that such action is necessary to the effective performance of its function in representing the Union's constituency.