2014

PROJECT COLLECTIVE BARGAINING AGREEMENT BETWEEN

CITY & COUNTY OF SAN FRANCISCO

AND

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED
CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA

LOCAL NO. 16

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EXHIBIT A – JURISDICTION
EXHIBIT B – BROADCAST, WEBCAST AND SIMULCAST RATES
I. GENERAL PROVISIONS

This Collective Bargaining Agreement, hereinafter referred to as the CBA, is made and entered into on July 1, 2014 by and between CITY & COUNTY OF SAN FRANCISCO, hereinafter known as the Employer and Local 16 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, counties of Marin, Lake/Mendocino, Sonoma, Napa, San Mateo, Palo Alto/Stanford University and the City and County of San Francisco, located at 240 Second Street, San Francisco, California, hereinafter known as Local 16.

A. WITNESSETH

Whereas the Employer has the need to hire skilled technicians; and whereas Local 16 can supply such skilled stage technicians to the Employer; the Employer agrees to the wages and conditions hereinafter specified in this CBA,

B. RECOGNITION

The Employer recognizes Local 16 as the exclusive bargaining agent for all persons employed by the Employer, regardless of venue, who perform work under the jurisdiction of Local 16, whose jurisdiction includes: San Francisco County, Marin County, Santa Rosa, Lake County, Mendocino County, Sonoma County, Napa County, San Mateo County and Palo Alto/Stanford University.

C. SCOPE AND JURISDICTION

It is agreed that the Employer shall hire workers supplied by Local 16, regardless of venue, to perform all work that is by custom and practice performed by technicians under the jurisdiction of Local 16, including, but not limited to, general carpentry, ground cover for arena and stadium events including terraplast, plywood, tarps or any other cover that may be developed in the future, theater maintenance, construction and assembly of scenery and stages, properties, stage lighting, room lighting and associated electrical work, generator set up and operation, power distribution, all rigging, video, ENG and studio production, sound, laser, electronic recording, graphics presentation, and projection, including slide, video and motion picture projection, and any other work described in EXHIBIT A.

It is further agreed that the installation, operation and removal of computers that stand alone, are networked together or that are used for the operation, control or interfacing of any electrical, projection, audio or video equipment is work performed by technicians under the jurisdiction of Local 16.

It is further agreed that the Employer may utilize Local 16 technicians to layout, test, package, and prepare equipment as needed for specific shows. All such Local 16 personnel working on such a job will be covered by the wages and conditions of this CBA.

D. COMPENSATION

It shall be the ultimate responsibility of the Employer to ensure that each employee working under this agreement is compensated properly in accordance with the provisions herein. It is the Employer's responsibility to review all payroll reports, whether executed by a payroll marshal, a third party payroll company, or a union steward, to assure that all employees are paid for the hours worked each day, that all minimum calls are covered and that they are paid at the appropriate rates.
E. RULES AND REGULATIONS
The Employer shall have the right to establish rules and regulations as may be deemed necessary for the conduct, dress, management, job performance and working conditions of the company, and the Union agrees that its members will obey all rules and directions of any authorized representative of the Employer, insofar as any rule or direction does not expressly conflict with the terms and conditions of this Agreement or other pertinent regulations.

F. NEW CATEGORIES AND CLASSIFICATIONS
It is agreed that the Employer shall notify Local 16, as soon as practical but not less than thirty (30) days in advance, of the creation of any new category and/or classification not mentioned in this CBA and to meet and confer with Local 16 with respect to whether such a category and/or classification falls properly within the scope of this CBA and, if it is determined that it does, to bargain with respect to the minimum wage for the category and/or classification.

II. DEFINITIONS

A. RIGGING
The category of rigging is to include the installation, operation, maintenance, and repair of counterweight systems, aerial winches, the spotting of lines, block and falls, motorized hoists and truss, traveler tracks, and/or all types of theatrical apparatus which are attached to or hang from beam, grid or ceiling, etc.

When motorized hoists are to be activated or when a performer is to be flown a Head rigger must be present.

Local 16 agrees that, when requested, technicians referred to employment as head rigger shall be certified through the Entertainment Technician Certification Program (ETCP). In the event that a facility or an employer requires or requests that an ETCP certified technician be employed in specific positions, that technician shall receive a $2.00 per hour increase in their hourly wage.

When rigging is performed without an elevated work platform there shall be a minimum of three (3) riggers present (the third person may be a Local 16 technician trained in fall protection and rescue).

B. HEAD OF DEPARTMENT
Whenever a master sound technician (A1), master electrician, master carpenter, head rigger video engineer (EIC), property master, head projectionist (P1), teleprompter, special effects head, webcast technician, network engineer, high resolution routing engineer, graphics operator, or head computer technician (C1) is required to set up a show by virtue of installing equipment, patching, cueing and performs said work during the show, that employee shall be paid at the head of department scale. The following shall also be classified as Head of Department:

1. When there is an event with three (3) or more camera operators, one (1) camera operator shall be paid as the head of department.

2. Front of House, sound and Lighting board operators in General Sessions.
3. When an A-2 audio technician installs and/or operates equipment that has a combined total of twelve (12) or more wireless frequencies (such as, but not limited to, wireless microphones, wireless intercom, in-ear monitors, IFB monitors) they shall be designated as head of department for the duration of the entire call.

4. Any employee contacted directly by the employer shall be listed on the call as "must be" and shall be compensated as a head of department.

5. Local 16 agrees that, when requested, technicians referred to employment as a Head Electrician (not as a board operator only) shall be certified through the Entertainment Technician Certification Program (ETCP). In the event that a facility or an employer requires that an ETCP certified technician be employed in specific positions, that technician shall receive a $2.00 per hour increase in their hourly wage.

6. A projectionist shall be paid as a Head of Department when:
   a. projectionist is used to converge projectors on one screen, or use LED wall and/or plasma wall systems;
   b. there is a blended screen used with additional displays;
   c. there are two (2) to eight (8) active projectors. There shall be additional Head for each succeeding eight (8) active projectors.

7. Whenever a power generator (with a rated output of over 100 amps and three phase capability) is used to power any element of an event staffed by Local 16 technicians, there shall be a Local 16 technician assigned as head of department to serve as generator operator.

The foregoing conditions are intended to provide the appropriate skill level to properly perform the duties necessary for each position. Discussions may be held between Local 16 and the Employer regarding the scope of a particular job. These discussions will be addressed on a case by case basis.

C. MULTI-SOURCE TECHNOLOGY
Multi-source technology is defined as equipment that includes but is not limited to video or data projectors, analog and digital audio equipment, multi-media computer interfacing, display processing equipment, teleconferencing, streaming media technologies, current and emerging multi-source delivery systems.

D. MULTI-SOURCE TECHNICIAN
Whenever a technician is called to set-up and operate the following multi-media equipment for the purposes of a presentation or lecture in a breakout room or demonstration on the trade show floor they shall be paid as a multi-source technician.

   1. A sound system used for voice, computer and/or video tape equipment requiring active cueing or mixing.

   2. A video or computer projection device used in conjunction with multiple sources such as computers, video tape or video equipment such as cameras, scan converters and line doublets.
3. Computer interfacing and source routing equipment used to control signals sent to projection devices requiring monitoring or switching.

E. COMPUTER SOFTWARE TECHNICIAN (C2)
A Computer Software Technician (C2) shall be required to load or install software onto the operating system of a computer.

F. GENERAL COMPUTER TECHNICIAN (C3)
A General Computer Technician's duties shall be limited to the unpacking, setup and simple operation of basic computer equipment.

G. GENERAL AUDIO VISUAL
A General A/V Technician's duties shall be limited to the unpacking, setup and simple operation of all A/V equipment.

H. STEWARD
Any job that employs fifteen (15) or more technicians shall be staffed by a supervising steward paid as a Head of Department who will be appointed by the President of Local 16 and paid for by the Employer. The steward shall remain on the job for its duration.

The responsibilities of the supervising steward will include the following:
(a) The oversight and maintenance of all contract provisions.
(b) The collection of required start papers from each Local 16 referral.
(c) The keeping of hours worked by each Local 16 referral. The steward will make every effort to submit accurate sign in sheets if requested to the Employer along with the Steward Report for verification of hours worked. Sign in sheets must be kept by the steward for a minimum of six (6) months.
(d) The submission of daily reports to the Employer for the purpose of verification of hours worked.
(e) The submission of steward reports to the Local 16 offices and the Employer and/or payroll agency for the purposes of benefits submissions.

It is ultimately the legal responsibility of the Employer for the correct payment by the Employer to each referral as stated in California Labor Code Section 226. The Employer is expected to review the daily steward reports, check them for accuracy and sign off on the hours related therein.

I. BASE RATE
Base rate of pay will equal the straight time hourly rate as determined by the applicable work category as outlined in Section IX, Rate Schedule, of this CBA.

J. MOSCON CENTER EXHIBIT BOOTHS ONLY
Except as stated below in this section, all conditions and rates as negotiated in this contract will apply. This section shall apply to all labor requests by show management or their authorized contractors and sub-contractors.

1. The work week will consist of Monday through Sunday.
2. Time and one half (1-1/2x) the base rate shall apply for all work performed on Saturdays and after 5pm on any day.
3. Double time (2x) the base rate shall apply for all work performed on Sundays.
III. CONDITIONS

A. WORK WEEK
The first day any given employee begins work shall be the first day of said employee's work week.

B. HOURLY WAGE CALCULATIONS
All time worked shall be computed in one (1) hour increments. A work call may begin on the half hour or the hour but it must end on the corresponding half hour or hour.

C. MINIMUM CALLS (THESE CONDITIONS ALWAYS APPLY)
1. The minimum call for all Heads of Department shall be eight (8) consecutive hours, exclusive of a maximum two (2) hour meal period.
2. The minimum call for all other employees shall be five (5) consecutive hours, exclusive of a maximum two (2) hour meal period.
3. The minimum call on show days for General Sessions/Entertainment, all show technicians shall be eight (8) consecutive hours, exclusive of a maximum two (2) hour meal period.
4. Local 16 will schedule split shifts when requested by the Employer when setup starts after 12:00 midnight for separate installation crew and operating crew. All employees on the installation crew shall have an eight (8) hour minimum.

D. STRAIGHT TIME (THESE CONDITIONS ALWAYS APPLY)
1. The straight time hourly rate is determined by the applicable work category as outlined in Section IX, Rate Schedule, of this CBA.
2. The straight time hourly rate shall prevail between 7:00 a.m. and 12:00 midnight except where provided otherwise in the commercial, industrial and product demonstration show conditions, or in provision III J.

E. NINE HOUR REST PERIOD
Should any employee be excused for the day and called back the next day, before a rest period of nine (9) hours has elapsed, said employee will be paid one (1) hour of the basic straight time rate for every hour worked in addition to the employee's prevailing rate.

F. TIME AND ONE-HALF RATE
1. These conditions always apply except for the work described in paragraph III J:
   a. After eight (8) hours of work in any day, time and one-half (1-1/2 times the base rate) shall prevail.
   b. The first eight (8) hours worked per day will count towards the forty (40) hours in a work week. Unless subject to another applicable section of this agreement, time and one half (1-1/2 times the base rate) shall prevail for all additional hours worked in a work week.
   c. For all work performed on the sixth (6th) day of a work week between the hours of 7:00 a.m. and 12:00 midnight, time and one half (1-1/2 times the base rate) shall prevail.
   e. The Employer will not replace, or substitute for, employees to avoid payment of overtime.
2. These conditions only apply to breakout rooms, theme parties without entertainment and events without entertainment:
   a. Between the hours of 12:00 midnight and 7:00 a.m. time and one-half (1-1/2 times the base rate) shall prevail.
   b. In the case of any call made prior to 5:00 a.m., time and one-half (1-1/2 times the base rate) shall prevail until the employee has had at least a nine (9) hour rest period.

G. DOUBLE TIME RATE
1. These conditions always apply, except for the work described in paragraph III J.
   a. Double time shall be paid after twelve (12) hours of work in any one day, regardless of the cumulative hour total.

2. These conditions only apply to general sessions, plenary sessions, key note addresses, theme parties and events with entertainment.
   a. Between the hours of 12:00 midnight and 7:00 a.m., double time (2 times the base rate) shall prevail.
   b. In the case of any work performed between midnight and 6:00 a.m., double time (2 times the base rate) shall prevail until the employee has had at least a nine (9) hour rest period.

3. All work performed on the seventh (7th) consecutive day shall be paid at double time (2 times the base rate).

H. UN-WORKED HOURS
In the event that the hours specified in a minimum call exceed the worked hours, any un-worked hours shall be paid at the hourly rate at which each technician began the minimum work call. (For example, if a work call begins at 11:00 pm, and the work is completed at 1:00 am, the hours from 1:00 am to 4:00 am required to fulfill the minimum five (5) hour call shall be paid at the rate applicable for each technician when the call began at 11:00 pm).

I. VACATION PAY
All employees shall receive not less than eight percent (8%) of all their gross wages for vacation pay

J. MEAL PERIODS
1. Each employee shall receive one (1) full hour for meal breaks or no time shall be deducted. Time between all meal breaks, or from the beginning of the shift shall be not less than three (3) hours nor more than five (5) hours.

2. Penalty for violation of either case shall be one (1) hour at the straight time rate, in addition to one (1) hour at the prevailing rate for every hour, or fraction thereof, until either a one (1) hour break is given or until a meal is provided as described below.

3. The Employer may also avoid a continuing meal penalty situation by meeting the following conditions:
   a. A meal shall be provided, at the Employers expense, to each and every employee in meal violation.
   b. Said meal shall be provided neither less than three (3) hours nor more than five (5) hours from the beginning of the employee’s shift or end of employee’s last meal break.
c. Each and every employee must be given one half (1/2) hour to eat the provided meal from the time that the employee receives the meal and no time shall be deducted.
d. The five (5) hour work clock resets at the end of the half (1/2) hour meal period.

4. If the employees are broken for at least one (1) hour or up to two (2) hours, they shall receive a two (2) hour minimum call when they return to work.
5. If the employees are broken for more than two (2) hours, they shall receive a four (4) hour minimum call when they return to work.

K. HIGHER SCALE
1. In the event that under the terms of this CBA two (2) or more rates of pay are applicable for the same work done within the same period of time, the highest of all applicable rates shall prevail.
2. When multiple Employers are working the same event in the same room then the same contract provisions shall apply to all work performed regardless of Employer.

L. HOLIDAYS
1. The following shall be designated holidays for all employees: New Year’s Day, Martin Luther King Jr. Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day (November 11), Thanksgiving Day, the day after Thanksgiving and Christmas Day.
2. Should any employee at any time work on a designated holiday, said employee shall be paid one half (1/2) of the basic straight time rate for every hour worked in addition to the employees prevailing rate.

M. RATES AND CONDITIONS
1. At no time may the Employer reduce any of the rates or change any of the conditions contained herein.
2. At no time may any of the rates or conditions contained herein be waived by any consensus of employees.
3. At no time will the Union ask for any services from the Employer "gratis".

N. CANCELLATION OF CALLS
1. When a call is cancelled by the employer after 5 P.M. for a call that night or the next day, the affected technician(s) shall receive the minimum remuneration for the position cancelled.
2. Should a "call back", given at the conclusion of a shift to an employee for work to be performed on a future date (more than 72 hours in the future) on the same job, be cancelled with less than 24 hours’ notice, the affected technician(s) shall receive the minimum remuneration for the position cancelled.

IV. FRINGE BENEFITS, WORK FEES AND PAYROLL

A. HEALTH AND WELFARE
1. The Employer agrees to make contributions to the Local 16 Health and Welfare Trust Fund in the amount of fifteen and a half percent (15.5%) of all gross wages (including vacation pay) of each employee working under this CBA.
2. Said monies are to be made payable, by separate check with each payroll, to the Local 16 Health and Welfare Trust Fund (IRS # 94-6138741).
B. PENSION
1. The Employer agrees to make contributions to the Local 16 Pension Trust Fund in the amount of fourteen percent (14%) of all gross wages (including vacation pay) of each employee working under this CBA. The contribution rate of 14% of gross wages in the Rehabilitation Plan adopted by the Board of Trustees on September 22, 2010, is a combination of the previous contribution rate of 7% of gross wages that will continue to be applied towards benefit accruals for the Participants and an additional 7% in the form of a required enhancement that is not applied towards benefit accruals.
2. Said monies are to be made payable, by separate check with each payroll, to the Local 16 Pension Trust Fund (IRS # 94-6296420).

C. CHECK-OFF WORK FEES
1. The Employer agrees that upon receiving a signed voluntary check-off authorization from the employee(s), the Employer will withhold three and one half percent (3.5%) of all gross wages (including vacation pay) for each employee working under this CBA.
2. Said monies are to be made payable, by separate check with each payroll, to Local 16, I.A.T.S.E.

D. TRAINING AND CERTIFICATION PROGRAM EMPLOYER CONTRIBUTION
1. The Employer agrees to make contributions to the Local 16 Training Trust Fund in the amount of two percent (2%) of all gross wages (including vacation pay) of each employee working under this CBA.
2. Said monies are to be made payable, by separate check with each payroll, to the Local 16 Training Trust Fund (EIN#61-6335362).

E. SICK LEAVE
Pursuant to Section 12W.9 of the San Francisco Administrative Code, the Union, on behalf of Employees covered hereunder, expressly agrees herein to waive the sick leave obligations set forth in said Section 12W.

F. REPORTING OF FRINGE BENEFITS AND WORK FEES
Once each month, the Employer must provide a complete and accurate payroll report that must include the following:
1. Job name and venue.
2. Local 16 job number.
3. Job start date and end date.
4. Completed copies of all steward’s payroll reports for all wages being paid.
5. Listed in separate columns across the same line of the report:
   a. Employee’s social security number.
   b. Employee’s name.
   c. Employee’s job classification.
   d. Total gross wage.
   e. Health and Welfare Fund amount.
   f. Pension Fund amount.
   g. Work fee amount.
   h. Training Trust Fund amount.

6. Four (4) separate checks shall be submitted to Local 16 with each payroll as follows:
a. One check equaling fifteen and a half percent (15.5%) of the gross wages (including vacation pay) payable to the I.A.T.S.E. Local 16 Health and Welfare Trust Fund (IRS # 94-6138741).
b. One check equaling fourteen percent (14%) of the gross wages (including vacation pay) payable to the I.A.T.S.E. Pension Trust Fund (IRS # 94-6296420).
c. One check equaling three and one half percent (3.5%) of the gross wages (including vacation pay) made payable to Local 16 I.A.T.S.E.
d. One check equaling two percent (2%) of the gross wages (including vacation pay) made payable to Local 16 Training Trust Fund. (EIN # 61-6335362).

G. PAYROLL
1. The Employer and the Union confirm that workers supplied by the Union to perform work under the jurisdiction of the Union who are hired on a project-by-project or assignment-by-assignment basis for less than a full-time regular basis (i.e. a forty hour work week) shall be deemed “on-call workers”.
2. Workers shall be issued their payroll checks in accordance with the Employer’s regular pay period. The Employer and Union understand that these regular pay periods shall be no longer than sixteen (16) days in length and that payroll checks shall be issued within seven (7) days of the conclusion of each period.
3. The Employer shall provide the Union with a written schedule of Employer’s regular pay periods for each year of this collective bargaining agreement, corresponding to the dates set in Section X. LENGTH OF AGREEMENT. Any changes to this schedule must be agreed upon between the Business Manager/Secretary and the employer in writing 30 days prior to said changes taking effect.
4. Upon the completion of a project or assignment, such “on-call workers” shall not be deemed to have been “discharged” within the meaning of California Labor Code Sections 201, 201.5 or 203. Instead, such “on-call workers” shall remain eligible to continue employment with the Employer.
5. Payroll checks shall be distributed using one of the following options:
a. Payroll checks may be mailed directly to each individual technician.
b. Payroll checks may be mailed to Local 16 for distribution to the individual technicians ONLY if they are in a postage paid envelope and accompanied by a payroll report.

V. SAFETY

A. OSHA REGULATIONS
1. The Employer and his subcontractors shall comply with all Federal-OSHA and Cal-OSHA Safety and Health regulations at the Employer’s expense.

B. WORKERS COMPENSATION INSURANCE
1. The Employer shall present a Certificate of Coverage showing that a current Workers Compensation Insurance policy is in effect from the moment employees are called to work at any venue until such time as they are released from work.

C. RIGGING AND SAFETY
1. A minimum of three (3) Local 16 technicians (refer to Section II. A.) are required when fall protection gear is in use. While working from a beam
(without scaffolding and/or catwalks) which is in excess of twenty five (25) feet above the floor, $5.00 per hour premium rate for the day shall apply in addition to the prevailing scale. This will also apply to any person required to walk a truss, use a boatswain's chair and/or hanging from a line or lines, cables, etc., in excess of twenty-five (25) feet above the floor. This shall not apply to a person located inside a boom lift, scissors lift or man lift.

Initial construction of scaffolding up to twenty five (25) feet in height and use of said scaffolding within fall prevention or protection systems (i.e. handrails and attached ladders as approved or exempted by O.S.H.A. Standard 1926.451 (g) (2) 1926.451(e) (9)) shall remain exempt from this premium.

D. SAFETY EQUIPMENT
1. The Employer shall be responsible for providing all safety equipment, including, but not limited to, harnesses, ladders of the proper height for the work being attempted, scaffold, railings, goggles, and ear protection.
2. Technicians shall not perform any unsafe practices due to the absence of the proper tools or safety equipment.
3. All employers shall adhere to ANSI Standard 359.2007.0, 1, 2, 3, 4. -.

VI. COMMERCIAL, INDUSTRIAL AND PRODUCT DEMONSTRATION SHOWS
When it is determined that a particular show or event will be governed by the conditions of the commercial, industrial and product demonstration show contract, as dictated by the International Alliance, the following conditions shall be in effect and will supersede all other conditions in this CBA. Any conditions of this CBA specifically not superseded by one or more of the following conditions of the commercial, industrial and product demonstration show contract are still in full force and effect.

A. MINIMUM CALLS
The minimum daily work call shall be no less than eight (8) consecutive hours.

B. VACATION PAY
All employees shall receive not less than eight percent (8%) of their gross wages for vacation pay.

C. MAXIMUM OVERTIME RATE
No rate shall exceed two (2) times the base rate except where meal violations occur, or where government regulations are different (i.e., Canada).

D. BASE RATE
Base Rate = straight time rate.

E. WORK WEEK
The work week will consist of Monday through Saturday until 5:00 p.m.

F. OVERTIME
1. Any work performed after eight (8) hours in a day or forty (40) straight time hours worked will be paid at the rate of one and one-half (1-1/2) times the base rate and overtime as required by California State Law.
2. Work performed after 5:00 p.m. on Saturday will be paid at one and one-half (1-1/2) times the base rate.
3. Sunday Clause: Work performed between the hours of 8:00 a.m. and 5:00 p.m. will be paid at the rate of one and one-half (1-1/2) times the base rate.
All work performed before 8:00 a.m. or after 5:00 p.m. will be paid at two (2) times the base rate.

G. DOUBLE TIME
1. All work beginning or performed between the hours of 12:00 midnight to 8:00 a.m. will be paid at two (2) times the base rate.
2. Work beginning prior to 6:00 a.m. will be paid at the rate of two (2) times the base rate, and will remain at two (2) times the base rate until a eight (8) hour break is called.
3. Calls starting between 6:00 a.m. and 8:00 a.m. = double base rate; balance of eight (8) hours = base rate.
4. If workers are laid off and called back the next day before a rest period of eight (8) hours has elapsed, two (2) times the base rate will be paid until a rest period of eight (8) hours is called.

H. MEAL PERIODS
1. Each employee shall receive one (1) full hour for meals or no time shall be deducted.
2. Time between meals shall be no less than three (3) hours nor more than five (5) hours.
3. Penalty for said violation in either case shall be one (1) hour at the straight time rate in addition to one (1) hour at the prevailing rate.
4. If the employees are broken for one (1) hour, they shall receive a three (3) hour minimum call when they return to work.

I. LOAD OUTS
Load outs shall be no less than eight (8) hours. All un-worked hours to fulfill minimum call requirements shall be paid at straight time, Sunday or holiday rates.

J. SHOW CALLS
Show call defined: the term "show call" shall be construed as a period of three (3) consecutive hours, or less, used by the Employer for speeches, presentations of products or entertainment. If the performance runs more than three (3) hours, the applicable hourly rate shall be paid for each additional hour or fraction thereof.

K. COMPUTATION OF TIME
1. Fractions of an hour shall constitute one (1) hour.
2. When working on the hourly rate, a call may begin on the half hour or the hour and must end on the corresponding half hour or hour.

L. HOLIDAYS
1. The following shall be designated holidays for all employees: New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day (November 11), Thanksgiving Day and Christmas Day.
2. Employees required to work on a designated holiday shall be paid no less than double time of the base rate for a minimum of eight (8) hours.

VII. GRIEVANCE AND ARBITRATION
A. GRIEVANCE
In the event of any dispute or controversy between Local 16 and any of the persons subject to this agreement and the Employer related to the application or interpretation of any part of the terms and conditions of this agreement, a grievance can be filed by the employee, Local 16, or the Employer. Only Local 16 or the Employer: however,
may process a grievance through this procedure. The procedure, unless otherwise specifically provided for herein, shall be as follows:

**STEP 1:**
A party, that is either Local 16 or the Employer, shall mail or deliver to the other party a written notice of the claim or grievance within five (5) working days (work days equal Monday through Friday) of the event(s) giving rise to the grievance. The written notice shall contain the specific contract sections which are alleged to have been violated, the date(s) or approximate date(s) of the alleged violation(s), the facts on which the grievance is based, the name(s) of the individual(s) aggrieved and the remedy sought. The party receiving the grievance shall, within ten (10) working days after the grievance is received, respond in writing to the aggrieved party, setting forth the reasons, if any, for the action(s) taken by it, which action(s) gave rise to the grievance. The representative of Local 16 and the designated representative of the Employer shall immediately discuss the matter within two (2) work days of the written response and the grievance shall be settled if at all possible. The decision, if any, of such representatives shall be final and binding upon the parties and any employee(s) concerned. If the party receiving the grievance fails to serve the written response required by STEP 1, then the other party may elect to proceed directly to arbitration or to STEP 2 by serving a written demand upon the other party within five (5) working days after the written response is due.

**STEP 2:**
If the parties fail to meet and/or confer, or the grievance is not settled, then the aggrieved party may proceed to STEP 2, by delivering or mailing, within five (5) working days as set forth above, a written demand, which shall include a statement of the particulars of the claim, upon the other party. If neither requests a STEP 2 conciliation meeting, then the aggrieved party may proceed directly to arbitration or to STEP 2 by serving a written demand upon the other party within the time period set forth above. Failure of the aggrieved party to serve such demand for STEP 2 conciliation meeting or arbitration on a timely basis shall constitute a waiver of the grievance, unless both parties mutually stipulate otherwise in STEP 1.

If a demand for STEP 2 is served, the grievance shall be brought before a committee consisting of two (2) persons, each designated by Local 16 and the Employer. They shall be known as the Joint Conference Committee. The Joint Conference Committee shall meet no later than ten (10) work days following the receipt of such demand. The parties to such grievance shall be present and shall be responsible for the presentation of their own position at the designated time and place of the Joint Conference Committee. If the aggrieved party fails to appear, the grievance shall be considered to be waived. If the responding party fails to appear, the aggrieved party shall be entitled to proceed with the presentation of its position. The Joint Conference Committee, upon presentation of the evidence showing a contract violation, has the authority to settle the grievance and determine the matter if the majority of the persons designated render such a determination.

**B. ARBITRATION:**
Local 16 or the Employer, after properly utilizing all steps of the grievance procedure, and desiring to submit a matter to arbitration, shall notify the other in writing within ten (10) working days of the conclusion of STEP 1 or within ten (10) working days following the STEP 2 meeting or the cancellation of the STEP 2 meeting. The party desiring arbitration must, within five (5) working days of such notice, request the State Mediation and Conciliation Service of the Federal Mediation and Conciliation Service to
submit a panel of five (5) or seven (7) Arbitrators. If the parties cannot agree to an Arbitrator within five (5) working days after receipt of such a list, each party shall have a right to alternatively strike an Arbitrator’s name from the panel until such time an one Arbitrator is left, and the remaining Arbitrator shall be selected as the Arbitrator in the proceedings.

The arbitration hearings shall be held at such a time and place as the Arbitrator shall determine. The decision of the Arbitrator shall be rendered in writing, relating his or her reasons for the award after the submission of the grievance for decision. The Arbitrator’s decision shall be final and binding upon the parties. The Arbitrator shall not have the power to amend, modify or effect a change in the provisions of this Agreement. Fees and expenses of the Arbitrator and the cost of the Court Reporter (if required by the Arbitrator) and the original transcript, where jointly requested, shall be borne equally by both parties to the dispute. If only one party requests a transcript, that party shall pay for it. All other costs shall be borne by the party incurring the cost. No individual employee shall have the right to initiate the arbitration process.

C. ALTERNATIVE DISPUTE RESOLUTION PROCESS

At any time in this dispute/grievance process, with mutual agreement, the parties may request to submit the matter to mediation. With the concurrence of both parties, the Federal Mediation and Conciliation Service shall be contacted to request the services of a mediator. Time lines may be mutually waived for the mediation to proceed. If the parties fail to reach a mutually satisfactory resolution, the moving party may proceed through the grievance procedure. Request to have the matter heard by an Arbitrator shall be submitted in writing within ten (10) calendar days of the final date of mediation.

VIII. BROADCAST, WEBCAST AND SIMULCAST RATES – SEE EXHIBIT B
IX. RATE SCHEDULE

A. Minimum hourly rates of compensation for work performed as described.

<table>
<thead>
<tr>
<th></th>
<th>7/1/2012 to 12/31/2012</th>
<th>1/1/2013 to 6/30/2013</th>
<th>7/1/2013 to 12/31/2013</th>
<th>1/1/2014 to 6/30/2014</th>
<th>7/1/2014 to 12/31/2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>General AV and C3 computer technicians for breakout rooms, Extra help for events or theme parties without entertainment (not including traditional stage crafts).</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
</tr>
<tr>
<td>Base Rate</td>
<td>33.94</td>
<td>33.94</td>
<td>34.28</td>
<td>34.28</td>
<td>34.62</td>
</tr>
<tr>
<td>Over Time</td>
<td>50.91</td>
<td>50.91</td>
<td>51.42</td>
<td>51.42</td>
<td>51.93</td>
</tr>
<tr>
<td>Double Time</td>
<td>67.88</td>
<td>67.88</td>
<td>68.55</td>
<td>68.55</td>
<td>69.24</td>
</tr>
<tr>
<td>Multi-source and C2 computer technicians for breakout rooms and events or theme parties without entertainment.</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
</tr>
<tr>
<td>Base Rate</td>
<td>40.22</td>
<td>40.22</td>
<td>40.62</td>
<td>40.62</td>
<td>41.03</td>
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<tr>
<td>Over Time</td>
<td>60.33</td>
<td>60.33</td>
<td>60.94</td>
<td>60.94</td>
<td>61.55</td>
</tr>
<tr>
<td>Double Time</td>
<td>80.44</td>
<td>80.44</td>
<td>81.25</td>
<td>81.25</td>
<td>82.06</td>
</tr>
<tr>
<td>Traditional Stage Crafts: (Carpenters/Electrics/Props/A2) Extra help for general sessions, plenary sessions, keynote addresses, theme parties with entertainment. Extra help for commercial, industrial and product demonstration show and events with entertainment. Camera set up and tear down, including Video utilities.</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
</tr>
<tr>
<td>Base Rate</td>
<td>43.26</td>
<td>43.26</td>
<td>43.70</td>
<td>43.70</td>
<td>44.13</td>
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<tr>
<td>Over Time</td>
<td>64.90</td>
<td>64.90</td>
<td>65.54</td>
<td>65.54</td>
<td>66.20</td>
</tr>
<tr>
<td>Double Time</td>
<td>86.53</td>
<td>86.53</td>
<td>87.39</td>
<td>87.39</td>
<td>88.27</td>
</tr>
<tr>
<td>Department Heads</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
</tr>
<tr>
<td>Base Rate</td>
<td>48.31</td>
<td>48.31</td>
<td>48.79</td>
<td>48.79</td>
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<tr>
<td>Over Time</td>
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<td>73.92</td>
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<tr>
<td>Double Time</td>
<td>96.61</td>
<td>96.61</td>
<td>97.58</td>
<td>97.58</td>
<td>98.56</td>
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<tr>
<td>ETCP Certified Rigger and Electrician (Head of Dept Rate plus $2.00)</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
</tr>
<tr>
<td>Base Rate</td>
<td>50.31</td>
<td>50.31</td>
<td>50.79</td>
<td>50.79</td>
<td>51.28</td>
</tr>
</tbody>
</table>

A. Show Call Rates - Commercial, Industrial and Product Demonstration Shows

<table>
<thead>
<tr>
<th></th>
<th>7/1/2012 to 12/31/2012</th>
<th>1/1/2013 to 6/30/2013</th>
<th>7/1/2013 to 12/31/2013</th>
<th>1/1/2014 to 6/30/2014</th>
<th>7/1/2014 to 12/31/2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extra help for general sessions, plenary sessions, keynote addresses, theme parties with entertainment, three (3) hour maximum under commercial, industrial conditions else, four (4) hour maximum.</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
</tr>
<tr>
<td>Show Call</td>
<td>185.86</td>
<td>185.86</td>
<td>187.72</td>
<td>187.72</td>
<td>189.60</td>
</tr>
<tr>
<td>Spot light operators, camera operators per show call, three (3) hour maximum under commercial, industrial conditions else, four (4) hour maximum.</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
</tr>
<tr>
<td>Show Call</td>
<td>201.36</td>
<td>201.36</td>
<td>203.37</td>
<td>203.37</td>
<td>205.40</td>
</tr>
<tr>
<td>Department Heads</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
<td>8% Vacation</td>
</tr>
<tr>
<td>Show Call</td>
<td>221.50</td>
<td>221.50</td>
<td>223.72</td>
<td>223.72</td>
<td>225.95</td>
</tr>
</tbody>
</table>
X. LENGTH OF AGREEMENT
This agreement shall be in full force and effect from **July 1, 2014** through the end of this project date (which shall be no later than **December 31, 2014**).

XI. SIGNATURES

FOR THE EMPLOYER:  

_________________________________  
Authorized Agent  
City & County of San Francisco  

Date  

FOR THE UNION:  

_________________________________  
Steve Lutge  
Business Agent/Secretary  
Local 16, I.A.T.S.E.  

Date  

_________________________________  
Authorized Agent  
City & County of San Francisco  

Date  

_________________________________  
James Beaumont  
President  
Local 16, I.A.T.S.E.  

Date

/iatse-b-18
2014JULTODECPROJECTMAY292014
EXHIBIT A
JURISDICTION

RIGGING Including but not limited to: The rigging of all overhead truss and motor installation (and operation) on the exhibit floor, in general sessions, in breakouts and at any locations in any facility or location where this type of apparatus may be incorporated.

SOUND Including but not limited to: operation of all elements of sound for reinforcement and distribution; including broadcast radio and television, webcast or podcast, simultaneous language translation and recording. The setting, operating and striking of any associated equipment provided for such tasks. This shall include breakout meetings, general sessions or exhibits as well as any location where a sound reinforcement system is used.

PROJECTION Including but not limited to: All projection units of any brand from 35 millimeter to video projection with single or multiple source settings that need to be adjusted, cabled, routed, switched through or into video/LED walls, retro boxes, or screens, either through I-MAG front or rear projection, such as Barco, Sony, Sanyo, Christie, Digital Projection, Eiki, JVC and any other brands that may be incorporated through computers or any switching device.

THEATRICAL LIGHTING Including but not limited to: All lighting, (including all lighting on the exhibit floor, breakout rooms, general sessions, area work lighting, and/or mood up and down lighting) that is incorporated through the use of dimmer packs or is console controlled via robotic moving light units, such as, Varilite, Martin, etc. Setting, operating and strike of said equipment, either truss supported or ground supported.

VIDEO Including but not limited to: All ENG, EFP, archive, or facility operated show cameras, either statics or hand-held for exhibit, breakout, general session, exhibits and pickup shots for products and convention services. Full service switching and editing are available, but should be referred to Local 16 for consultation of current needs.

COMPUTERS Including but not limited to: All exhibit floor, speaker ready/rehearsal rooms, breakout rooms, general sessions (computer registration, kiosk, Internet / Networking access stations), Video/Media Servers, Audio Servers, Video Conferencing Systems, Disk Recorders, Digital Effects Systems, Digital Transmission devices, CBT (Computer Based Training), CLS (Learning Systems), DCLS, Digital NLE and Graphic Systems, Computer Labs, Audience Response Systems, Teleprompting. The setting, operating and strike of said equipment.

DRAPING Including but not limited to: All draping within the general session rooms, theatrical presentation and breakout rooms, masking of screens, support towers and platforms, masking drape, and carpet on all stages.

CARPENTRY Including but not limited to: All work pertaining to that performed by traditional stage carpenters. The moving, unpacking, assembly, erection, repair, use and removal, and packing of stages, stage sets, band gear, backdrops, décor, furniture, and any theatrical or scenic elements.

SPECIAL EFFECTS Including but not limited to: Handling of all special effects components including, but not limited to pyrotechnics of all kinds, atmospheric treatments, laser lights and the use of any device or procedure that produces a special effect.

PROPERTIES Including but not limited to: Handling of all elements intended for use by actors or speakers or others in front of an audience or as part of a presentation or production.
GROUND COVER Including but not limited to: Ground cover for theater, arena and/or stadium events, including terraplast, plywood, tarps or any other cover that may exist or may be developed in the future.

POWER DISTRIBUTION Including but not limited to: Power distribution required in connection with the installation, operation, or maintenance of temporary or portable electrical equipment as performed by technicians in the theatrical, motion picture production, hotel, exhibition, and trade show industries. Cabling for any and all transformers as well as any and all devices covered within all other categories of this exhibit and section I. GENERAL PROVISIONS Section C. SCOPE AND JURISDICTION. Power distribution for arena, stadium, and outdoor events. All installation, cabling, and operation of mobile power generators.
EXHIBIT B
BROADCAST, WEBCAST AND SIMULCAST RATES

For the taking of motion picture, television (direct, videotape or film), radio broadcast, podcast, webcast, streaming audio webcast, live or delayed, with or without the use of visual images any employee who performs duties as part of the working crew necessary for such a production shall be governed under the jurisdiction of Local 16.

It is understood that Local 16 has full jurisdiction over the filming or videotaping of motion pictures within the geographical area granted it under its I.A.T.S.E. Charter (San Francisco County, Marin County, Lake County, Mendocino County, Sonoma County, Napa County and San Mateo County) and the Employer agrees to be governed under the prevailing scales and conditions concerning studio and location work if and when the Employer, or any of its subsidiaries and/or affiliates, are filmed, televised or webcast (visual and/or audio).

It is understood that the Employer may present a television, video or webcast project proposal to Local 16 which represents a television, video recording, or webcast activity. It is agreed that the Employer and Local 16 will consider each television, video or webcast proposal on a case-by-case basis. Such consideration may result in mutually agreed special wages and/or conditions for each such television, video or webcast project proposal.

Any broadcast, recording, webcast media forward or capture shall be subject to the broadcast fee as defined herein.

Payment for any of the recording classifications outlined above, not covered by the conditions and rates, shall consist of an additional two hundred ninety five and sixty two ($295.62) dollars for each technician working the show plus benefits.

Upon payment for any of the classifications outlined above, the following rights are included:

1. Taping of performances (or live telecasts) for release on television.
2. Stereo simulcast(s).
3. Documentary filming, if any, of the preparation of the production to include cinema rights, simulcast rights and use of any documentary portions in the telecast release and audio-visual material.

The following classifications are exempt from the provisions of this Exhibit “B”. However, should any of these taped properties be subsequently used for commercial broadcast or webcast, then the conditions outlined above are applicable retroactively, and it is the Employer’s obligation to inform the Union of such an occurrence.

1. Camera Blocking (preparation) videotapes for preparation purposes which may be made during performances or rehearsals prior to the projected taping duties.
2. Preparation videotapes may be used in the telecast release, in noncommercial educational segments and in any documentary footage or promotion material.
3. Segments from performance or rehearsal tapes may be used for television promotion segments not more than three (3) minutes in duration.
4. Segments of the telecast to be utilized in audio visual presentation for public school educational material provided on a non-commercial basis.
5. Taping subsequently used for non-commercial, public access television.
6. Taping for archival purposes.
TO:    ALL SIGNATORY EMPLOYERS CONTRIBUTING TO THE
       IATSE LOCAL 16 TRAINING TRUST FUND

FROM:  BOARD OF TRUSTEES
       IATSE LOCAL 16 TRAINING TRUST FUND

RE:     NOTICE TO ALL PARTICIPANTS

Training Trust Plans that provide exclusively apprenticeship training benefits, other training benefits or a combination of apprenticeship and other training benefits are exempt from all reporting and disclosure requirements of ERISA if they file a brief notice with the Department of Labor as prescribed under final regulations. Under these final regulations, the notice must be made available to employees of employers who may be eligible to enroll in any course or program of study offered under the Training Trust Plan.

The Training Trust Plan meets the notification requirements of the Department of Labor if each employer makes the required information available to employees by mail or personal delivery or by posting the notice in a conspicuous location at all job sites.

Enclosed is the notice which contains the following required information:

1. The name of the Training Trust Plan
2. The Employer Identification Number of the Training Trust Plan sponsor
3. The name of the Training Trust Plan Administrator; and
4. The name and location of an office or person from whom an interested individual can obtain a description of the procedure by which to enroll in any course or program of study offered under the Training Trust Plan

Please make the notice available to all your employees by mail or personal delivery or by posting the notice in a conspicuous location at all job sites.

Steve Lutge, Trustee
IATSE Local 16 Training Trust Fund

Enclosure

cc:    Steve Lutge, Trustee
      Russell Milligan, Director of Training
      William A. Sokol, Legal Counsel
      Apprenticeship & Training Plan Exemption Office of Reports & Disclosures
      Pension & Welfare Benefit Programs US Department of Labor
NOTICE TO ALL PARTICIPANTS
IATSE LOCAL 16 TRAINING TRUST FUND

This is to inform you that the IATSE Local 16 Training Trust Fund, Identification Number 61-6335362 provides training and re-training for those entering the industry and those already in the industry.

For information about enrolling in the courses or a description of what courses are or will be available, please contact:

Russell Milligan, Director of Training
IATSE Local 16
240 Second Street, First Floor
San Francisco, CA 94105

The Training Trust Plan is administered by the Board of Trustees of the IATSE Local 16 Training Trust Fund.

Board of Trustees
IATSE Local 16 Training Trust Fund