

**2023-2025**

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**

**ATG, SAN FRANCISCO LLC**

**AND**

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

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## **PREAMBLE**

This Collective Bargaining Agreement, made and entered into this first day of January, 2023 by and between ATG, San Francisco LLC, and Local 16 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories and Canada of the City and County of San Francisco, State of California, hereinafter known as Local 16.

## **I. WITNESSETH**

The Employer agrees to employ stage employees and maintenance personnel referred by Local 16. Local 16 agrees to furnish competent employees to perform work required by the Employer under the provisions of this agreement. The Employer further agrees to the following conditions and wages as hereinafter specified in this agreement.

## **II. RECOGNITION**

The Employer agrees to recognize Local 16 as the exclusive bargaining agent for all persons employed by the Employer who perform work under the jurisdiction of Local 16 as hereinafter specified.

## **III. SCOPE AND JURISDICTION**

The scope of this agreement and jurisdiction of Local 16 is to include all carpentry, electrical, audio, video, projection, property, mechanized scenery and effects traditionally falling within work performed by the Employer.

Covered herein, are the setting, striking, shows, handling, assembly and the dismantling of any and all equipment related to the put on of any attraction or show presented. Rehearsals, auditions and any other presentations of these, or non-theatrical performances, to be included.

Further, Local 16's jurisdiction extends to any carpentry, electrical, audio, video and property in lobbies, dressing rooms, storage areas as well as general maintenance.

## **IV. HOUSE STAFF**

- A. The Employer shall have the right to the selection of staff employees, defined as the four (4) Heads of Department and Flyman. The Flyman shall be selected by the House Carpenter in consultation with the Employer. The work of each employee covered by this agreement shall be directed by the Employer through the heads of each department (carpentry, electric, property and sound). All heads of department shall work as well as supervise all work done in their respective departments and make and place all authorized work calls. When workers, in addition to the House Carpenter, are called in for the carpenter department, the Flyman shall be first called, as the carpenter's assistant, at the Flyman's rate and minimums.
- B. House Staff Shall do minor house maintenance work, not to exceed, however, eight (8) hours per week. Minor house work is defined as minor upkeep of the premises, such as fixing of occasional broken seats, repairing of door hinges, panic bolts, or re-lamping of the house, etc. This classification is limited to particular repair jobs, which cannot be reasonably identified or considered to be part of any general plan for improvement of the house and only requires the services of the Head of Department. The Head of Sound will

be allowed to assist the Head of Electrics in the absence of any sound maintenance to be done. All maintenance work requiring extra crew shall be paid at the Builder Rate of Pay as necessary (see XIX. B).

- C. The Employer and Local 16 agree to the practice of hiring Curran House Heads as show extras at the Orpheum and the Golden Gate whenever the Curran is dark (not in use). It is understood that the Heads must leave to fulfill their Department Head responsibilities at the Curran as the need arises. Those Heads shall be allowed to return to the "active venue" after they fulfill their responsibilities at the Curran.

#### **V. SHOW CALL**

- A. The show call shall be paid at a mutually agreed upon premium rate.
- B. The setting, striking and working of a performance shall not exceed four (4) hours. A half-hour call shall be included as part of the show call.
- C. A dress rehearsal shall be paid the same as a show. A dress rehearsal shall be defined as all production elements in place (i.e. lights, sound, costumes, wigs, orchestra, etc.), with no scheduled stopping of the performance except intermissions.

#### **VI. CONTINUITY**

Any work performed, directly relating to the show call, prior to or after a show will be deemed "continuity" and will be paid at a minimum of time and one-half (1-1/2) the straight time rate. Two (2) hours of continuity per performance is allowed. Continuity hours are subject to the following limitations:

- A. Show pre-sets, including scenery, property shuffle, electric rig/audio check out and burnout/battery, effect loading or tank replacements.
- B. Emergency scenery, property, electrical fixes to facilitate proper function of a theatrical element for the ensuing show.
- C. Publicity as described in Sec XXIV. F.
- D. Exclusive of show maintenance or avoidance of a work call.
- E. Only when all technical aspects of the hour have been exhausted, will any spacing, dance, vocal or emergency put-in rehearsal time be granted with limited scenery, property and lighting effect availability, subject to consultation by the PSM, Company Manager as well as House and Road Carpenters. This is exclusive of any fight/stunt calls that are required for the safety of the performers.

#### **VII. EMPLOYEES WORKING IN COSTUME**

Employees required to be in costume on stage during the performance of their duties will receive no less than one (1) hour at the straight time rate, in addition to their performance rate.

#### **VIII. WORK DURING PERFORMANCE**

All employees required to do any work other than the actual working of a performance shall be paid at the prevailing hourly rate in addition to their performance pay.

## **IX. MINIMUM CALLS**

- A. House Staff, their substitute and Head of Department will be paid a minimum call of eight (8) hours, except in conjunction with show calls, where the minimum call shall be four (4) hours. Any call before 12:00 p.m. (noon) not in conjunction with an afternoon performance or rehearsal shall be an eight (8) hour minimum.
- B. All extra help will be paid a minimum call of five (5) hours.

## **C. OTHER MINIMUMS**

The following shall never be subject to, nor cause for a meal penalty:

- 1. Any crew person performing the mop duty onstage shall be compensated with one hour at time and one half (1.5x) the extra rate. The mop may not exceed one hour.
- 2. If a rehearsal piano is required to be set following a performance to be available at the onset of a rehearsal to follow, one (1) hour at the time and one-half (1.5 x) the straight time rate will be paid to the necessary employees, at the appropriate head and extra rates. This compensation will cover the setting and striking of the piano.
- 3. In the event a show does not load out after its last performance, the property and audio departments may engage in an orchestra pit clear, at the show's discretion. Time and one half (1.5x) of the appropriate head and extra rates shall apply. Work may not exceed one hour.
- 4. Upon approval by the Employer, the house staff shall be allowed to shop for the needs of a show. A one hour maximum, to be paid at the appropriate rate, would apply. Any additional time, beyond the one (1) hour maximum, will require a four (4) hour minimum call.

## **X. MEAL PERIODS**

- A. A meal break shall be given no less than three (3), nor more than five (5) hours after the beginning of a call, or after a meal break.
- B. All employees shall have a full hour for meals. If an employee is given less than one (1) full hour for a meal, said employee shall continue on the payroll and be paid at the prevailing rate. A minimum break of thirty (30) minutes is required. The clock for the next 5 hour meal resets at the end of the meal break.
- C. If employees are broken for a meal they shall receive a two (2) hour minimum call when they return to work after a one hour meal.
- D. Employees beginning a load out after working a show shall be subject to these same conditions, i.e., they should either be broken for an hour prior to the load out, or receive a paid hour for a break of at least a half hour, prior to the beginning of the load out.

**XI. WORK WEEK**

The first day any given employee begins work shall be the first day of said employee's work week. The work week shall consist of no more than six (6) working days per week.

In the event an employee is required to work more than six (6) days in any seven (7) days, all time worked on the seventh day shall be computed at no less than two times (2x) the prevailing rate, up to the maximum allowable rate.

The work week shall reset after an employee has had two (2) or more days off.

**XII. REST PERIOD**

A rest period of at least nine (9) hours is required between the end of one workday and the beginning of the next.

**XIII. HOLIDAYS**

The following shall be designated holidays for all employees: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Juneteenth, 4<sup>th</sup> of July, Labor Day, Veterans Day (November 11), Thanksgiving Day, the day after Thanksgiving and Christmas Day.

**XIV. PENALTIES: MEAL PENALTY, SEVENTH DAY, FORCED CALL, HOLIDAYS**

- A. Meal Penalty: The penalty for exceeding five (5) hours without a meal break shall be double (2x) the prevailing rate until such time a meal break is given.
- B. In the following instances, all hourly work shall be computed at double (2x) the hourly straight time rate, and double (2x) the performance rate for performances:
  - 1. Seventh Day: After six (6) consecutive days of work.
  - 2. Forced Call: If a rest period of at least nine (9) hours is not given, from the end of one workday to the beginning of the next.
  - 3. Holidays. However, if two or more of the stated conditions (1.-3. above) fall on the same day, an additional hour at straight time will be paid, for every hour worked.

**XV. CREWS AND STAFFING**

- A. The minimum show crew should be no less than five (5) staff employees to be defined as follows: Head Carpenter, Head Electrician, Head of Properties, Head Sound Technician and Flyman.
- B. For working performances, the staff employees shall be paid at the weekly rate for no fewer than five (5) and no more than eight (8) performances.
- C. House Staff employees will be paid at a rate of one eighth (1/8) the weekly salary per performance for any show or dress rehearsal worked.
- D. All employees required to work more than eight (8) performances within a week shall be paid at the rate of one and one-half times (1.5x) the performance rate per performance in excess of eight (8) performances.

Any show of 125 minutes or less (including a half hour call and five minutes late start time) can schedule up to eleven (11) performances in a week for the standard performance rate of eight (8). Past 11 performances, each performance shall be at the performance rate plus a 25% premium. If more than fourteen (14) performances are worked in a week, double (2x) the performance rate will be paid for each performance in excess of fourteen (14).

- E. The Employer will attempt to notify Local 16 or the house staff of any crew requirements at least one (1) week in advance of the call time.
- F. The minimum call for a load out immediately following a performance (i.e., on the same day) shall be four (4) hours for all personnel working the performance.
- G. All personnel (up to the Yellow Card call) will remain on the payroll for the entire duration of a load out.
- H. All personnel will assist in the entire load out, and after the work of their department is complete, will cross department lines as necessary to assist in the load out of the show and the restoration of the theater.
- I. The "Yellow Card" must be strictly adhered to and the full complement of Employees in all Departments shall be employed at all times during the load-in, performance and load-out of an attraction. At no time will the number of traveling employees engaged under the "Yellow Card" in any Department exceed the number of employees covered under this Agreement.
- J. A minimum of two House Staff are required for a work light rehearsal with guidelines as follows:
  - 1. Determination of Staff personnel to be dictated by the needs of the rehearsal.
  - 2. Except when no show elements are utilized, such as show props, or scenic elements; then, minimum staffing would be one Head.
- K. Training Rate: When training performances may be required the current employee and the trainee shall receive full compensation for the hours or performances of training. All training performances shall be approved by the Employer before the Trainee is onsite.

**XVI. HIGHER SCALE**

Employees required to perform duties not specifically covered by this agreement shall be bound by the agreement covering such work and shall be paid at the higher of the two (2) scales while performing such duties.

**XVII. EARLY CALLS**

Employees called to work between 6:00 a.m. and 8:00 a.m. shall be paid at one and one-half times (1.5x) the straight time rate until 8 a.m., then shall revert to straight time until eight (8) total hours have been worked. Holiday and seventh day provisions shall apply. All subsequent hours worked will be paid according to the overtime properties and provisions stipulated in this agreement.

**XVIII. WAGES: STRAIGHT TIME, OVERTIME AND DOUBLE TIME**

All hourly wages to be computed in full hourly increments.



**A. STRAIGHT TIME**

1. Regular hourly rate (straight time) is paid for the first eight (8) hours per day, 8:00 a.m. to 5:00 p.m. (Seventh days and holidays are excluded) or for the first forty (40) hours worked in each week. (This provision, for the purpose of computation of over-time also excludes hours worked as continuity hours and performances.)
2. On the first day of a load in only, straight time will apply between the hours of 8:00 a.m. and 12:00 a.m. (Midnight) for the first eight (8) hours worked.

**B. OVERTIME**

An employee may not be replaced on a job, show, or call to avoid overtime.

1. Overtime shall be paid at the rate of time and one-half (1.5x) the straight time rate after eight (8) hours work in a day or forty (40) straight time hours in a seven (7) day period, or 5:00 p.m., whichever arrives first.
2. Time and one-half (1.5x) shall be paid between the hours of 6:00 a.m. and 8:00 a.m., and between 5:00 p.m. and 12:00 a.m. (midnight). [see XVII.]

**C. DOUBLETIME**

1. After twelve (12) hours work in a day, double (2x) time shall prevail and shall continue until said employee has had a nine (9) hour rest period.
2. Shall apply between the hours of 12:00 a.m. and 6:00 a.m., except when a call originates before 12:00 a.m. (midnight), when time and one-half (1.5x) will prevail, until twelve (12) hours have been worked (see above).
3. Seventh (7<sup>th</sup>) days and Holidays, see XIV above.

**D. MAXIMUM ALLOWABLE RATE**

There shall be no rate in excess of two times (2x) the straight time rate, except as noted in Section XIV (above).

**XIX. OTHER COMPENSATION**

- A. Riggers will receive a five (5) hour minimum call at the Flyman rate. Riggers required to fly a person or inspect flying gear during or before a performance shall receive the Flyman rate.
- B. Builders will receive a five (5) hour minimum call at the Flyman rate.
- C. When employees are working at height, where fall protection gear is required to be worn, as understood in the industry as a rigging/climbing term and defined by ETCP standards (e.g., focusing overhead trusses or box boom positions) said employees shall receive a five (5) hour minimum call at the Flyman rate for the shift during which the work is performed. For the avoidance of doubt, this rate shall not apply when employees are using mechanical lifts, ladders, or set access equipment for height access.

- D. When necessary, other employees, working out of the ordinary theatrical installation or maintenance of shows, (e.g., permanent infrastructure modification and repair) will receive a five (5) hour minimum call at the Flyman rate.
- E. Employees hired to run a console and not responsible for the maintenance of a production shall be compensated at the Flyman rate. Weekly minimums shall not apply.
- F. Pyrotechnicians may perform cues in any department only under the following circumstances:
1. The use of a pyrotechnic device would require an additional stagehand above the Yellow Card requirements.
  2. No cues assigned to the Pyrotechnician may interfere in any way with the execution of the duties of the Pyrotechnician as related to the pyrotechnic device.
  3. If the Pyrotechnician is employed as a Pyrotechnician and performs cues in another department, the Pyrotechnician shall be compensated at the Head of Department rate and all minimums shall apply.
  4. If the only requirement for a Pyrotechnician is the use of a blank cartridge, the Pyrotechnician may perform cues in another department and be compensated at the pyrotechnic rate.
- G. Commercial Rental Concerts, Comedy and Corporate Events- Applies to any show produced for the purpose of advertising or displaying a product or products either to a sales force or the general public, whether an admission fee is charged or not; or to any business or convention meetings, general sessions, plenary sessions, keynote addresses, breakout rooms; or to any events or theme parties with or without entertainment. When facilities are occupied simultaneously by the same client for purposes which are the same in scope the rates and conditions of the highest negotiated contract will apply to all venues. Working conditions and rates of pay for any employee who performs duties as part of the working crew for commercial rental activities as defined above shall be governed under the Local 16 Basic Term Collective Bargaining Agreement attached hereto as Addendum A and Incorporated by reference.

The Employer may present to Local 16 a specific project outside the normal scope of work under this CBA. The Employer and Local 16 agree to meet and confer as to the rates and conditions to be applied.

- H. Rates and Conditions-
- a. At no time may the employer change any of the rates or conditions contained herein.
  - b. At no time may any individual employee waive any of the rates or conditions contained herein.

**XX. SCHEDULE OF WAGES**

CLASSIFICATION		1/1/2023 5%	1/1/2024 3.5%	1/1/2025 3.5%
Heads of Department	Per week	2,568.40	2,658.40	2,751.60
Head Carpenter	Per show call	321.05	332.30	343.95
Head Electrician	Straight Time	64.21	66.46	68.79
Head Props	Time and One Half	96.32	99.69	103.19
Head Sound	Double Time	128.42	132.92	137.58
Head Video				
Flyman	Per week	2,422.80	2,507.60	2,595.20
	Per show call	302.85	313.45	324.40
	Straight Time	60.57	62.69	64.88
	Time and One Half	90.86	94.04	97.32
	Double Time	121.14	125.38	129.76
Pyrotechnician	Per show call	302.85	313.45	324.40
	Straight Time	60.57	62.69	64.88
	Time and One Half	90.86	94.04	97.32
	Double Time	121.14	125.38	129.76
Front Light	Per show call	284.66	294.62	304.93
Extra Switchboard, Winch, Turntable and Other Key Personnel	Per show call	284.66	294.62	304.93
All other help	Per show call	275.55	285.20	295.20
	Straight Time	55.11	57.04	59.04
	Time and One Half	82.67	85.56	88.56
	Double Time	110.22	114.08	118.08
Production Head	Per week	849.09	878.81	909.57
Production Assistant	Per week	687.35	711.41	736.31

## **XXI. VACATION**

- A. House Staff shall receive ten percent (10%) of their gross wages for vacation.  
All other employees shall receive eight percent (8%) of their gross wages for vacation.
- B. House Staff shall be required to fill out a 'Vacation Request Form' only when their vacation plans conflict with the schedule provided them by the Employer. Staff members will notify the employer of planned vacation time, but will not be subject to disciplinary actions if the vacation plans unexpectedly conflict with work requirements due to schedule changes provided less than three (3) months in advance.

## **XXII. PRODUCTION WORK GUIDELINES**

The Employer/Producer shall notify Local 16, in writing, at least six (6) months in advance whenever possible, of any proposed Production Work. Consideration for said work may result in mutual development of an agreement wherein specific guidelines, crafted solely and exclusively for that proposal, will be set up relative to that attraction's production needs. In any other instance of production work the following criteria shall apply:

- A. Production work shall be defined as all employment relating to the mounting; or assembly of an attraction covered under this agreement being prepared for the following:
  - 1. A sit down engagement on or off Broadway.
  - 2. A show for which a Yellow Card will be issued upon completion of such work.
  - 3. Any initial engagement or sit down of an attraction in Local 16's jurisdiction.
  - 4. A touring attraction wherein a new cast may be readied, or significant changes are implemented affecting the attraction's scenic, lighting or sound packages.
- B. The load in is defined as the period during which an attraction's physical elements are brought into the building, up to and including the point at which the majority of the attraction's physical elements are installed in the building, with the clear understanding that reasonable allowances will be made for circumstances where scenic elements, props, costumes and other special equipment may not have been installed due to rehearsal needs, shop delays or designer changes.
- C. The Employer, in consultation with Local 16, shall set the number of employees for the take-in of said attraction.
- D. The minimum daily call for employees (as per original numbers agreed upon; exclusive of employees above the minimum numbers originally set, (see Section E below) for production work shall be eight (8) hours.
- E. At no time during the take-in will the numbers of employees set prior to "production" be reduced without consultations between the Employer and Local 16.
  - 1. Extra Employees may be hired (over the initial number set) on a daily basis and may be added or subtracted, (provided no fewer than the original number set are engaged), on any given day during the take-in. At no time will any call for these additional employees

be less than a minimum five (5) hour call.

2. If both parties agree that if only one member (of the minimum number of employees set) is employed in the Property Department (i.e. the Head) an additional employee will be allocated or be hired as part of the basic crew when props, wardrobe and the like are taken-in to the theatre. This employee shall remain in said department prospectively from that point in time.
- F. Allocations, as to department, may be made by the Employer, in consultation with Local 16, with the provision that departmental assignments may be changed on a day to day basis, with the exception of the House Staff who shall stay in department.
- G. A spotting call, electric prehang, advance call or false stage/deck install may be allowed prior to the take-in. The Employer, in consultation with Local 16, shall determine the number of Department Heads and the numbers of employees needed to accomplish this work.
- H. The Employer shall, at his discretion, have the right to release employees, exclusive of the House Staff only, daily, to a number sufficient to accomplish the work, once the minimum daily call is satisfied for the aforementioned (i.e. "minimum crew number" set for the take-in).
- I. Upon completion of the load in, tech and work calls may be performed on a departmental basis. There will be no minimum number of employees required on any departmental call provided employees covered under this agreement match the numbers, man for man, of any employee working in any department either under "pink contract" or otherwise working in the theatre for the Employer of Producer for said attraction.
- J. Meal breaks and penalty provisions are as stipulated in this agreement.
- K. The Production shall have shop privileges and access to all house tools in the theatre provided compensation is made for any tool breakage, damage or blade replacement deemed necessary by the House Carpenter at the conclusion of the production work.
- L. The Employer may, with notification in advance to Local 16, be permitted to record audio or video for study or archival purposes only, rehearsals and performances without additional payment or compensation to the working crew. Such authorization shall be limited to a single camera shoot. The Employer, in consultation with Local 16, must mutually agree to the nature and staffing of this camera position. Labor for all work performed shall be at the applicable hourly or performance rate.

### **XXIII. PRODUCTION HEADS AND ASSISTANTS**

- A. The Employer, in consultation with Local 16, may use House Staff employees or non-staff employees as Production Heads or Assistants during the course of the production take-in and run of said attraction in addition to serving in their respective House Staff or non-staff positions. In all cases, before production wages are put in effect, the Employer must be notified.
- B. Minimum weekly compensation for employees serving in this dual capacity (as Production Heads or Assistants), as enumerated under schedule of wages, will be paid in addition to

any performance pay or hourly pay received during the run of the attraction.

**C. PRODUCTION COMPENSATION GUIDELINES:**

**1. Carpenters:**

- a) The Head of Department rate should apply if the head or another crew member is responsible for maintenance and repair of the set.
- b) The Assistant production compensation rate should apply if:
  - i) The House Flyman is responsible for directing fly cues.
  - ii) The House Carpenter is responsible for directing the deck carpenters in the execution of the show but is not receiving the production head compensation.

**2. Electrics:**

- a) Head compensation should apply if the House Electrician:
  - i) runs the lighting console,
  - ii) does not run the console but maintains the rig/design (i.e. checks and fixes focus, burnouts or the electrical rig in general.)
  - iii) If the House Electrician runs the console and is responsible for maintenance/repair, then only one head production rate will be paid.
  - iv) If the console operator is getting the Flyman's rate and is maintaining the rig, the head production rate will be paid.
- b) Assistant compensation should apply if:
  - i) The primary followspot operator is responsible for their own cues, and calls cues for the other operators.
  - ii) The light board operator is being paid the flymans rate and has additional responsibilities (e.g., programming the console or maintaining moving lights), and the head maintains the rig as listed above.
  - iii) If the Head Electrician is not running the console or maintaining the rig, but has other extraordinary responsibilities (e.g., servicing and maintaining moving lights), the assistant compensation should be paid.

**3. Audio:**

- a) Head of Department production compensation should apply:
  - i) The house head mixes or operates the sound console.

ii) The house head does not mix the show but is responsible for maintaining the rig/design/sound/speaker/system checks.

b) Audio assistant compensation should apply if:

i) the house head is committed to monitoring the wireless microphones.

ii) house head is responsible for building and maintaining the wireless rigs.

4. Properties:

Head of Department compensation should apply if:

a) the Head is responsible for maintenance and repair of show props.

b) the Head, working with the production, supervises the purchase of props, shoppers and the integration of props into the production.

D. Any employee receiving "production compensation" shall be paid for said responsibility on a whole week basis. No pro rata of the weekly rate shall occur except:

1. When a show does not load out after its last performance; moving the load out to a singular date only. One sixth (1/6) the weekly rate will be paid for that day.
2. When the employee receiving the "compensation" takes time off of their own volition during that engagement, whereby their replacement would be entitled to the proper fractional pay for the number of performances worked in substitution.

The Employer Producer may employ Road Contract Employees under an IATSE Pink Contract for any attraction under "production" that is scheduled to move to another location for public presentation. Local 16 requests first consideration for its collectively bargained employees for these Road positions.

**XXIV. MOTION PICTURE, TELEVISION BROADCAST AND WEBCAST RATES**

- A. For the taking of motion pictures or television (direct, videotape or film), any employee who performs duties as part of the working crew necessary for such a production shall be governed under Local 16 Motion Picture Agreement and shall be paid accordingly.
- B. 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 IATSE Charter and the Employer agrees to be governed under the prevailing scales and conditions concerning motion picture work, if and when the Employer, or any of its subsidiaries and/or affiliates, are filmed or televised.
- C. It is understood that the Employer may present a television or video project proposal to Local 16 which represents a television or video recording activity which does not fall within the classifications outlined in D. (below). It is agreed that the Employer and Local 16 will consider each television or video proposal on a case-by-case basis. Such consideration

may result in mutually agreed special wage rates and/or conditions for each such television project proposal.

D. Television activities shall be classified in the following manner:

1. Standard Television: This is defined as PBS exhibitions or the program, commercial telecasts, unlimited foreign exhibition or syndicated telecasts.
2. Non-standard Television: This is defined as twelve (12) plays within eighteen (18) months on each non-standard system, including broadcast systems, satellite, microwave, basic cable, pay and subscription cable, hotel, motel and educational institutions, direct broadcast satellite (DBS), master antenna television (MATV), multi-point distribution system (MDS), small antenna television (SMATV), closed circuit telecasts, emerging multi-media delivery systems that include, but are not limited to, CD-ROM, DVD, ENPS, GISND, MPEG encoders, Ethernet, T-1, DS-3, ATM, HNS, Direct TV, Direct PC, DTV, CRV and HDTV, etc.
3. Home Video Use: This is defined as the distribution and sale of videodiscs, videocassettes, CD-ROM, DVD, and/or audio/visual devices now or hereinafter devised for showings in the home or elsewhere where an admission fee is not charged and viewers control both the print and the screen.
4. One (1) additional show call at the prevailing rates shall be charged.

E. Upon payment for any of the classifications outlined in B. (above), the following rights are included.

1. Taping of performances (or live telecasts) for release on television.
2. Stereo simulcast(s).
3. Camera blocking (preparation) videotapes for preparation purposes which may be made during performances or rehearsals prior to the projected taping dates.
4. Preparation videotapes may be used in the telecast release, in non-commercial educational segments and in any documentary footage or promotional material.
5. Segments from performance or rehearsal tapes may be used for television promotional segments not more than three (3) minutes in duration.
6. Segments of the telecast may be utilized in audio-visual use for public school educational material provided on a non-commercial basis.
7. Documentary filming, if any, of the preparation of the production to include cinema rights, simulcast rights and the use of any documentary portions in the telecast releases and audio-visual material.



#### **F. Publicity and Show Promotion**

1. As continuity, photographs may be taken (e.g., initial publicity pictures taken before the opening, either during a show or rehearsal) or for a minimum and maximum of one (1) hour prior to or directly after a performance or rehearsal and be compensated as such for all show personnel. If such a call exceeds the maximum of one (1) continuity hour as stipulated above, a minimum call at the appropriate prevailing rate for all personnel will be made, and all applicable tenets of this contract be enforced.
2. For all additional taking of still pictures to publicize the show, no additional compensation shall be paid unless additional work is required. Any additional work shall be paid as a four (4) hour minimum work call at the prevailing hourly rate.
3. The foregoing however shall not prohibit the taking of news footage not exceeding thirty (30) minutes in length and three (3) minutes of airtime. News footage so taken shall not be used for the purpose of making documentaries, entertainment show or television commercials. Manning requirements where news footage is being shot will be as follows:
  - a. If staff and show personnel are already on call for any reason (e.g., during a performance, continuity hour or rehearsal) they will receive no extra compensation unless they are required to perform extra duties because of taping, filming, broadcast or electronic reproduction.
  - b. If the TV news crew shoots anywhere in the theatre or venue except on the stage, and is self-contained (i.e., does not require any additional power or lighting) for the purpose of promoting the production and no crew is on duty, no minimum crew will be required.
  - c. If the news crew requires additional plugging and /or uses supplementary lighting, (house or their own), the crew shall consist of a minimum of the house electrician and any other technicians required. If their work is immediately before or after a performance, and does not exceed one (1) hour, it may be paid as continuity. In all other cases it shall be paid as a minimum call at the prevailing rate. (see VI.C.)
4. It is understood the Employer or Management shall be permitted to produce a commercial of the production from any B-roll or sound bites taken from the attraction. B-rolls shall be defined as any taping or electronic reproduction of any attraction or segment thereof produced exclusively for publicity, for the sole purpose of show promotion that does not exceed fifteen (15) minutes in length. No additional compensation for show personnel is required unless they are required to perform additional duties because of said taping or reproduction. Local 16 will staff all applicable positions for said taping under the provisions outlined in A. and B. above.

#### **XXV. STUDIO TEACHERS**

The Employer agrees to make every effort to inform road companies that Local 16 will accept Health and Welfare and Pension benefits on behalf of Studio Teacher employees.

## **XXVI. FRINGE BENEFITS, WORK FEES AND PAYROLL CHECK-OFF**

### **A. HEALTH AND WELFARE**

1. The Employer agrees to make contributions to the Local 16 Health & Welfare Trust Fund in the amount of fifteen and one half percent (15.5%) percent of all the gross wages (including vacation pay, meal penalty, and any and all compensation received by employees) of each employee working under this agreement.
2. Said monies are to be made payable to the Local 16 Health & Welfare Trust Fund at least once a month at P.O. Box 888439 Los Angeles, CA 90088-8439. (IRS #94-6138741).

### **B. PENSION**

1. The Employer further agrees to make contributions to the Local 16 Pension Trust Fund in the amount of ten and four-tenths percent (10.4%) of the gross wages (including vacation pay, meal penalty, and any and all compensation received by employees) of each employee working under this agreement.
2. Said monies are to be made payable to the Local 16 Pension Trust Fund at least once a month at P.O. Box 888439 Los Angeles, CA 90088-8439. (IRS #94-6296420).

### **C. PAYROLL CHECK-OFF**

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%), or another percentage as determined by the members of Local 16, of all gross wages (including vacation pay, meal penalty, and any and all compensation received by employees) for each employee working under this agreement.
2. Said monies are to be made payable to the Local 16 I.A.T.S.E at least once a month at P.O. Box 888439 Los Angeles, CA 90088-8439.

### **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 half of one percent (1/2 %) of all gross wages (including vacation pay, meal penalty, and any and all compensation received by employees) for each employee working under this agreement.
2. Said monies are to be made payable to the Local 16 Training Trust Fund at least once a month at P.O. Box 888439 Los Angeles, CA 90088-8439. (EIN #61-6335362).

### **E. REPORTING OF FRINGE BENEFITS AND WORK FEES**

Four (4) separate checks, or a single check with the aggregate total payable to IATSE Local 16, shall be submitted with the payroll report to P.O. 888439 Los Angeles, CA 90088-8439.

#### **F. 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.

#### **G. PAYROLL**

1. The Employer agrees to issue payroll in accordance with the employer's regular pay period.
2. The Employer and Local 16 confirm that workers supplied by Local 16 to perform work under jurisdiction of Local 16 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 week) shall be deemed "on-call workers".
3. Given the nature of employment and the relatively short duration of individual projects of job assignments, such on-call workers shall be issued their payroll checks in accordance with Employers regular pay period as described above.
4. Upon the completion of a project or assignment, such on-call workers shall not be deemed to be "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.

#### **XXVII. DISMISSALS**

The Employer agrees that when desiring to dismiss a Staff Employee, or any employee who is steadily employed under the terms of this agreement, that they will give said employee two (2) weeks written notice or two (2) weeks salary in lieu thereof, with a written explanation; except in the case of drunkenness or dishonesty, in which case no notice shall be required. Staff employees shall be required to give management two (2) weeks written notice of termination

#### **XXVIII. RULES AND REGULATIONS**

The Employer shall have the right to make rules and regulations as may be deemed necessary for the conduct and management of the performance and working conditions and Local 16 agrees that its members shall obey all rules and directions of any authorized representative of the employer insofar as they do not conflict with the laws of the State of California, with the terms of this agreement, with the by-laws and working rules of Local 16, or with the rules and regulations of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada and/or the Theatrical Federation of San Francisco, California.

#### **XXIX. NON-DISCRIMINATION / ANTI-HARASSMENT**

1. No member, official, or representative of Local 16 shall, in any way, suffer any kind of discrimination in connection with continued employment, promotion, or otherwise by virtue of membership in or representation of Local 16.
2. The parties to this Agreement agree that they shall not in any manner discriminate against any person whatsoever because of sex, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, the taking of family medical leave per the Family and Medical Leave Act (FMLA) or

pregnancy disability leave, sexual orientation, political or religious opinions or affiliations, gender identity, and any other factor unrelated to job performance. Complaints pursuant to such issues will be handled pursuant to the Employer's anti-harassment policies.

3. In order to ensure a safe work environment the Employer shall have an Anti-Harassment policy and means of enforcement that is in compliance with California State Law. The Employer's Anti-Harassment policy shall be available on the jobsite.

### **XXX. GRIEVANCES 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 thirty (30) 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 fifteen (15) 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 five (5) 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 twenty (20) 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 twenty (20) 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 STEP 3, arbitration, 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 twenty (20) 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 twenty (20) working days of the conclusion of STEP 1 or within twenty (20) working days following the STEP 2 meeting or the cancellation of the STEP 2 meeting. The party desiring arbitration must, within twenty (20) working days of such notice, request the Federal Mediation and Conciliation Service to submit a panel of 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 Arbitrators 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 their reasons for the award after the submission of the grievance for decision. The Arbitrators 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 twenty (20) calendar days of the final date of mediation.) Time lines set forth in paragraphs A and B of this Article may be waived by mutual agreement of the parties.

#### **XXXI. SEVERABILITY**

In the event an Article, Section, term, paragraph, or provision of this agreement is found to be unenforceable or in violation of law, either in whole or in part, then the offending language shall be construed as valid and enforceable to the extent permitted by law, and the invalidity or unenforceability of the offending language shall not affect the validity or enforceability of the remaining Articles, Sections, terms, paragraphs, or provision of this Agreement, and each such Article, Section, term, paragraph or provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

In the event any Article, Section, term, paragraph, of provision is held invalid where the compliance with any such provision is restrained, then the Employer and the Union shall enter into immediate negotiations, upon the request of either, for the purpose of arriving at a mutually satisfactory replacement.

The provisions of this Agreement, to the maximum extent possible, shall be read to conform to applicable Federal, State or Local law.

**XXXII. NO STRIKE OR LOCKOUT**

Local 16 shall not strike against, picket or boycott the Employer and the Employer shall not lockout employees during the term of this contract.

**XXXIII. MANAGEMENT RIGHTS**

Local 16 and the Employer agree that the provisions of this Agreement shall be expressly limited to wages, hours and working conditions of Employees and that no provisions shall be construed to restrain the Employer from the management of its business. Local 16 agrees that the Employees represented by Local 16 shall obey all rules and regulations insofar as they do not conflict with the terms of this Agreement or any applicable Federal, State or Local law. Such rules and regulations shall not be stayed pending any dispute.

**XXXIV. TERM OF AGREEMENT**

This agreement to be in force and in effect from January 1, 2023 through December 31, 2025, and thereafter from year to year unless a notice to change the term of this agreement is served by either party, by certified mail, upon the other party prior to the first day of **November** of any given year.

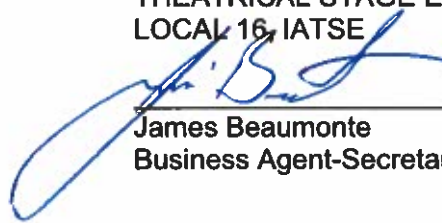
**XXXV. SIGNATURES**

FOR THE EMPLOYER  
ATG, SAN FRANCISCO LLC

\_\_\_\_\_  
Rainier Koeners                      Date  
Managing Director

\_\_\_\_\_  
Kim Fisk                              Date  
Director of Production

FOR THE UNION  
THEATRICAL STAGE EMPLOYEES  
LOCAL 16, IATSE

 3/8/23

\_\_\_\_\_  
James Beaumonte                      Date  
Business Agent-Secretary

\_\_\_\_\_  
Authorized Agent                      Date

## **EXHIBIT A**

### **JURISDICTION**

**RIGGING:** The rigging of all overhead truss and motor installation on the exhibit floor, general sessions, breakouts and any locations in the facility where this type of apparatus may be incorporated.

**SOUND:** 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 apply to breakout meetings, general sessions or exhibits.

**PROJECTION:** 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, i.e. Barco's, Sony, Sanyo, General Electric, Hughes, Christie, Digital Projection, Eiki, JVC and any other brands that may be incorporated through computers or any switching device.

**THEATRICAL LIGHTING:** Any lighting, either on the exhibit floor, breakout rooms, general sessions, mood up and down lighting that is incorporated through the use of dimmer packs or is console controlled via robotic moving light units, i.e. Varilite, Intellabean, Cyberlight, Roboscan, Martin, etc. Setting, operating and strike of said equipment, either truss supported or ground supported.

**VIDEO:** 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:** All exhibit floor, breakout rooms, general sessions (i.e. compute 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:** All draping within the general session room, theatrical presentation and breakout rooms, masking of screens, support towers and platforms, masking drape and carpet on all stages.

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

**SPECIAL EFFECTS:** The 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:** The 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:** Ground cover for arena and stadium events, including terraplast, plywood, tarps or any other cover that may exist or may be developed in the future.

**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.

Board of Trustees

IATSE Local 16 Training Trust Fund

Enclosure

cc: Trustee  
Director of Training  
Legal Counsel



## **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:

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

**ADDENDUM "A"**



**2023 - 2025**

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**

**ATG, SAN FRANCISCO LLC**

**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**

Local 16 I.A.T.S.E.  
240 Second Street, First Floor  
San Francisco, CA 94105

Tel: 415-441-6400  
Fax: 415-243-0179

[www.local16.org](http://www.local16.org)

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## **I. GENERAL PROVISIONS**

This Collective Bargaining Agreement, hereinafter referred to as the CBA, is made and entered into on July 1, 2023 by and between **ATG, SAN FRANCISCO LLC**, 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 networking equipment and 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 furthermore 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 Local 16 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 person 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 \$3.00 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 must 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, vinyl graphics head, head projectionist (P1), head LED/video wall, teleprompter, special effects head, webcast technician, network engineer, high resolution routing engineer, graphics operator, media server operator, or head computer technician (C1) is required to set up a show by virtue of installing equipment, patching, cueing, or performing 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/Entertainment.
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, and 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 or requests that an ETCP certified technician be employed in specific positions, that technician shall receive a \$3.00 per hour increase in their hourly wage.
6. A projectionist and LED/video wall technician shall be paid as a Head of Department when any of these conditions apply:
  - a. When a projectionist is used to converge projectors on one screen, or use LED/video wall and/or plasma wall systems;
  - b. When there is a blended screen;
  - c. When there are two (2) to eight (8) projectors. There shall be an additional Head for each succeeding eight (8) projectors. This condition may apply to set-up and dismantle days only.
  - d. When two (2) or more meeting rooms with two (2) or more projectors per room there shall be a head projectionist assigned to a maximum of four (4) rooms and an additional head projectionist shall be assigned for every group thereafter of not more than four (4) rooms (with two (2) or more projectors in each room). This provision shall only apply to breakout rooms where groups of projectors are used without converging, calibration, stacking or blending. If any projectors are to be converged, calibrated, stacked or blended, then the conditions described in Article II, Section B, 6, c above shall apply.
7. Whenever a power generator (with a rated output of over 100 amps and three (3) 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 or 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 recording and capture equipment requiring active cueing or mixing.
2. A video or computer projection device used in conjunction with multiple sources such as computers, video recording and capture equipment or video equipment such as cameras.
3. Computer interfacing and source routing equipment used to control signals sent to projection devices requiring monitoring or switching.

**E. GENERAL AUDIO VISUAL TECHNICIAN**

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

**F. COMPUTER SOFTWARE TECHNICIAN (C2)**

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

**G. GENERAL COMPUTER TECHNICIAN (C3)**

A General Computer Technician's duties shall be limited to the unpacking, setup and simple operation of basic computer equipment.

**H. STEWARD**

The Steward shall be appointed by the President of Local 16, shall remain for the duration of the job and shall be paid as a Head of Department by the Employer. Any job that employs fifteen (15) or more technicians shall be staffed by a non-departmental Steward. If the number of technicians drops below fifteen (15), the Steward may be placed into a working department.

The responsibilities of the 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.



### **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 meal periods.
2. The minimum call for all other employees shall be five (5) consecutive hours, exclusive of meal periods.
3. The minimum call on show days for General Sessions/Entertainment, for all show technicians shall be eight (8) consecutive hours, exclusive of meal periods.
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.

#### **E. TIME AND ONE- HALF RATE**

1. These conditions always apply:
  - a. After eight (8) hours of work in any day, time and one-half (1-1/2 times the straight time 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 straight time rate) shall prevail for all additional hours worked in a work week.
  - c. For all work performed on the sixth (6<sup>th</sup>) 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 straight time rate) shall prevail.
  - d. 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 straight time 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 straight time rate) shall prevail until the employee has had at least a nine (9) hour rest period.

**F. DOUBLE TIME RATE**

1. This condition always applies:
  - a. Double time shall be paid after twelve (12) hours of work in any one day, regardless of the cumulative hour total.
2. This condition always applies:
  - a. All work performed on the 7<sup>th</sup> consecutive day shall be paid at double time (2 times the straight time rate).
3. These conditions only apply to general sessions, plenary sessions, keynote 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 straight time rate) shall prevail.
  - b. In the case of any work performed between midnight and 6:00 a.m., double time (2 times the straight time rate) shall prevail until the employee has had at least a nine (9) hour rest period.

**G. MOSCONE CENTER EXHIBIT BOOTHS**

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 the general contractors and/or their authorized contractors.

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

**H. 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 straight time rate for every hour worked in addition to the employee's prevailing rate.

**I. 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).

**J. VACATION PAY**

All employees shall receive eight percent (8%) of all their gross wages for vacation pay.

**K. MEAL PERIODS**

1. Each employee shall receive one (1) full hour for meal breaks or no time shall be deducted. Time between all one (1) full hour meal breaks, or from the beginning of the shift shall be neither 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. Each and every employee must be given one half (1/2) hour to eat the meal being provided from the time that the employee is provided the meal and no time shall be deducted.
  - c. 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 one (1) hour, they shall receive a two (2) hour minimum call when they return to work.
5. If the employees are broken for more than one (1) hour unpaid, they shall receive a four (4) hour minimum call when they return to work.

**L. 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.

**M. HOLIDAYS**

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

**N. 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 Local 16 ask for any services from the Employer "gratis".

**O. CANCELLATION OF CALLS**

1. When an initial 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.

**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 one 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 with each payroll, to the Local 16 Health and Welfare Trust Fund at P.O. Box 888439, Los Angeles, CA 90088-8439 (IRS # 94-6138741).

**B. PENSION**

1. The Employer agrees to make contributions to the Local 16 Pension Trust Fund in the amount of ten and four tenths percent (10.4%) of all gross wages (including vacation pay) of each employee working under this CBA.
2. Said monies are to be made payable with each payroll, to the Local 16 Pension Trust Fund at P.O. Box 888439, Los Angeles, CA 90088-8439 (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 with each payroll, to Local 16, I.A.T.S.E at P.O. Box 888439, Los Angeles, CA 90088-8439.

**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 half of one percent (1/2 %) of all gross wages (including vacation pay) for each employee working under this CBA.
2. Said monies are to be made payable with each payroll, to the Local 16 Training Trust Fund at P.O. Box 888439, Los Angeles, CA 90088-8439 (EIN#61-6335362).

**E. SICK LEAVE**

Pursuant to Section 12W.9 of the San Francisco Administrative Code, Local 16, 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**

With each payroll run, 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, or a single check with the aggregate total payable to IATSE Local 16, shall be submitted with the payroll report to P.O. Box 888439, Los Angeles, CA 90088-8439.

#### **G. PAYROLL**

1. The Employer and Local 16 confirm that workers supplied by Local 16 to perform work under the jurisdiction of Local 16 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. Payroll shall be issued weekly unless the Employer has a regular pay period per California Labor Code Article 1, Section 204.
3. The Employer shall provide Local 16 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 Agent/ 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.
6. The Employer shall advise Local 16 prior to the execution of this agreement whether they will use a payroll company and if so, which company they will use, and Local 16 will indicate whether such payroll company is acceptable to Local 16. Employer shall either deposit one weeks' worth of gross wages and benefit contributions, or a payroll amount representing the number of days of the event or project (whichever is less) (the "Deposit"), calculated by Local 16 based on the labor order/labor request submitted by the Employer, in the payroll company's escrow account sufficient to cover gross wages and benefit contributions for the covered employees, or alternatively, Employer shall place such Deposit in a Local 16 administered escrow account at Local 16's bank. In the event the initial deposit amount is not sufficient to cover one weeks' gross wages and benefits or the payroll amount representing the number of days of the event or project, Local 16 shall immediately notify the Employer of its need to deposit additional funds. Such subsequent deposit shall be made within 24 hours of notice from Local 16. If the payroll company is acceptable to Local 16, the payroll company must be notified by Local 16 (or the Employer) in advance of the project and used by the Employer throughout the project until completion. The Employer shall cause the payroll company to certify to Local 16 that it has on deposit enough funds to cover gross wages and benefit contributions for the aforesaid time period and such funds are to be used exclusively for such purposes. Said amount shall be held as and for a security deposit in case of default by Employer. At the end of the project such amount shall be returned to the Employer if the funds have not been used for payroll and no default has occurred.
7. In order for the Employer to do payroll for Local 16 technicians, the Employer must meet the following conditions:

- a. Provide a Certificate of Insurance showing evidence of Workers' Compensation Insurance coverage, with "IATSE Local 16" listed as the certificate holder.
- b. Provide evidence that the Employer is registered with the California Employment Development Department. Additionally, proper payrolling requires that all appropriate Federal and State withholding deductions be made for each worker.
- c. Provide funds guaranteeing the estimated gross wages and benefit contributions for the job. The Employer shall deposit one weeks' worth of gross wages and benefit contributions, or a payroll amount representing the number of days of the event or project (whichever is less) (the "Deposit") in a Local 16 administered escrow account at Local 16's bank sufficient to cover gross wages and benefit contributions for the covered employees. Said Deposit shall be held as and for a security deposit in case of default by Employer. At the end of the project such amount shall be returned to the Employer if the funds have not been used for payroll and no default has occurred.

#### **H. AUTHORIZATION FOR RELEASE OF RECORDS**

As required by federal law, the I.A.T.S.E. Local 16 Pension Trust Fund and I.A.T.S.E. Local 16 Health and Welfare Trust Fund (the "Trusts") maintain an audit program to test the accuracy and completeness of participating employers' contribution records and fringe benefit contributions to the Plans. All Employers are audited on a four-year, or less, cyclical basis.

You are required to keep adequate records documenting such contributions and the Trusts' auditors are legally entitled to review such records. Records to be audited include (but are not limited to) payroll, tax and accounts payable records, below-the-line-labor production reports, call sheets, production bible, crew lists and deal memos.

Accordingly, at some time in the future, the Trusts will be conducting a compliance audit of your records, including the records of any third-party payroll company or similar entity acting on behalf of your company (collectively referred to as "Payroll Company") that your company may have contracted to payroll your covered employees.

The Employer authorizes any Payroll Company that it may engage to make contributions to the Trusts as required by the applicable Collective Bargaining Agreement(s), to release to the Trusts for inspection all records that may be pertinent in connection with such contributions.

#### **V. SAFETY**

##### **A. OSHA REGULATIONS**

The Employer and its subcontractors shall comply with all current Federal-OSHA and Cal-OSHA Safety and Health regulations at the Employer's expense.

##### **B. WORKERS COMPENSATION INSURANCE**

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**

Any work that requires a technician to wear a safety harness and anchor to any form of fall protection shall require a \$6.00 per hour premium rate for the day in addition to the prevailing rate. This shall be regardless of department, height of work performed, or whether the work is taking place on an open beam of the rigging grid, or a flown piece (truss, video wall, audio line array, scenic element etc.) This shall not apply to a person working on the grid or located inside a boom lift, scissors lift or personnel 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. standards shall not trigger the \$6.00 per hour 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 all ANSI Standards as applicable.

**E. NON-DISCRIMINATION / ANTI-HARASSMENT**

1. No member, official, or representative of Local 16 shall, in any way, suffer any kind of discrimination in connection with continued employment, promotion, or otherwise by virtue of membership in or representation Local 16.
2. The parties to this Agreement agree that they shall not in any manner discriminate against any person whatsoever because of sex, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, the taking of family medical leave per the Family and Medical Leave Act (FMLA) or pregnancy disability leave, sexual orientation, political or religious opinions or affiliations, gender identity, and any other factor unrelated to job performance. Complaints pursuant to such issues will be handled pursuant to the Employer's anti-harassment policies.
3. In order to ensure a safe work environment the Employer shall have an Anti-Harassment policy and means of enforcement that is in compliance with California State Law. The Employer's Anti-Harassment policy shall be available on the jobsite.

**VI. COMMERCIAL, INDUSTRIAL, AND PRODUCT DEMONSTRATION SHOWS**

When it is determined that a particular show or event is a commercial, industrial or product demonstration, 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 other employees shall receive eight percent (8%) of all their gross wages for vacation pay.

**C. WORK WEEK**

The work week will consist of Monday through Sunday.

**D. 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 straight time rate and overtime as required by California State Law.
2. Work performed on Saturday will be paid at one and one-half (1-1/2) times the straight time rate.

**E. 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 straight time rate.
2. Work beginning prior to 6:00 a.m. will be paid at the rate of two (2) times the straight time rate, and will remain at two (2) times the straight time rate until a nine (9) hour break is called.
3. Calls starting between 6:00 a.m. and 8:00 a.m. = double straight time rate; balance of eight (8) hours = straight time rate.
4. Work performed on Sunday will be paid at the rate of two (2) times the straight time rate.
6. Double time shall be paid after twelve (12) hours of work in any one day regardless of the cumulative hour total.

**F. 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 straight time rate for every hour worked in addition to the employee's prevailing rate.

**G. 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 neither 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.

**H. 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, Saturday, Sunday or holiday rates.

**I. 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.

**J. 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.

**K. HOLIDAYS**

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

**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 thirty (30) 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 fifteen (15) 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 five (5) 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 twenty (20) 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 twenty (20) 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 STEP 3, arbitration, 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 twenty (20) 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 twenty (20) working days of the conclusion of STEP 1 or within twenty (20) working days following the STEP 2 meeting or the cancellation of the STEP 2 meeting. The party desiring arbitration must, within twenty (20) working days of such notice, request the Federal Mediation and Conciliation Service to submit a panel of 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 Arbitrators name from the panel until such time as 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 their reasons for the award after the submission of the grievance for decision. The Arbitrators 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 twenty (20) calendar days of the final date of mediation. Time lines set forth in paragraphs A and B of this Article may be waived by mutual agreement of the parties.

**VIII. BROADCAST, WEBCAST, AND SIMULCAST RATES – SEE EXHIBIT B**

## IX. RATE SCHEDULE

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

		1/1/2023	1/1/2024	1/1/2025
		5%	3.5%	3.5%
General AV and C3 computer technicians for breakout rooms, Extra help for events or theme parties without entertainment (not including traditional stage crafts).		8% Vacation	8% Vacation	8% Vacation
	Straight time	40.45	41.87	43.34
	Over Time	60.68	62.81	65.01
	Double Time	80.90	83.74	86.68
Multi-source and C2 computer technicians for breakout rooms and events or theme parties without entertainment.		8% Vacation	8% Vacation	8% Vacation
	Straight time	47.90	49.58	51.32
	Over Time	71.85	74.37	76.98
	Double Time	95.80	99.16	102.64
Traditional Stage Crafts: (Carpenters/Electrics/Props/A2) Extra help for general sessions, plenary sessions, key note 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.		8% Vacation	8% Vacation	8% Vacation
	Straight time	51.53	53.33	55.20
	Over Time	77.30	80.00	82.80
	Double Time	103.06	106.66	110.40
Department Heads		8% Vacation	8% Vacation	8% Vacation
	Straight time	57.52	59.53	61.61
	Over Time	86.28	89.30	92.42
	Double Time	115.04	119.06	123.22
Flyman		8% Vacation	8% Vacation	8% Vacation
	Straight time	55.37	57.31	59.32
	Over Time	83.06	85.97	88.98
	Double Time	110.74	114.62	118.64

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

		1/1/2023	1/1/2024	1/1/2025
		5%	3.5%	3.5%
Extra help for general sessions, plenary sessions, keynote addresses, theme parties with entertainment, and events with entertainment, three (3) hour maximum under commercial, industrial conditions else, four (4) hour maximum.		8% Vacation	8% Vacation	8% Vacation
	Show Call	221.35	229.10	237.12
Spot light operators, camera operators per show call, three (3) hour maximum under commercial, industrial conditions else, four (4) hour maximum.		8% Vacation	8% Vacation	8% Vacation
	Show Call	239.83	248.22	256.91
Department Heads		8% Vacation	8% Vacation	8% Vacation
	Show Call	263.81	273.04	282.60

**X. LENGTH OF AGREEMENT**

This agreement shall be in full force and effect from July 1, 2023 through June 30, 2025.


**XI. SIGNATURES**

**FOR THE EMPLOYER:**

\_\_\_\_\_  
Rainier Koeners  
Managing Director  
ATG, San Francisco LLC  
Date

\_\_\_\_\_  
Kim Fisk  
Director of Production  
ATG, San Francisco LLC  
Date

**FOR LOCAL 16:**

  
James Beaumonte  
Business Agent-Secretary  
I.A.T.S.E. Local 16  
Date 3/8/23

\_\_\_\_\_  
Authorized Agent  
I.A.T.S.E. Local 16  
Date

ATGTerm2023-2025 final02152023

## **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, and RF coordination. 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 (including all transparent displays and digital canvases), retro boxes, or screens and projection surfaces of any kind, 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 used via dimmer packs, console controlled or stand alone which includes conventional and LED fixtures, and all automated fixtures, etc. This includes setting, operating and strike of said equipment, either truss or ground supported or hanging.

**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 (including 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.

**SIGNAL FLOW Including but not limited to:** Fiber optic, all data, and control using wire or wireless.

**VINYL Including but not limited to:** The handling, installation, and removal of vinyl graphics

## **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 that 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, web cast media forward or capture in which any entity derives a profit, be it from the sale of the content or attached advertisement shall be subject to the broadcast fee as defined herein. Any such media capture and/or transmission wherein no party derives a profit shall be exempt from the broadcast fee.

Payment for any of the recording classifications outlined above, not covered by the conditions and rates, shall consist of an additional three hundred seventy six and twenty cents (\$376.20) for each technician working the show plus benefits. This fee will increase each year of the contract by the same percent increase in hourly wages as negotiated thru 2025.

<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>\$376.20</b>	<b>\$389.37</b>	<b>\$403.00</b>

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 Local 16 of such an occurrence.

1. Camera Blocking (preparation) videotapes for preparation purposes that 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**

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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.

Board of Trustees  
IATSE Local 16 Training Trust Fund

Enclosure

cc: Board of Trustees  
Director of Training  
Legal Counsel



## **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:

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