



COUNCILWOMAN
JEANNINE PEARCE

R-17

Date: February 19, 2019

To: Honorable Mayor and Members of the City Council

From: Councilwoman Jeannine Pearce, District 2 JP
Councilwoman Lena Gonzalez, District 1 LG
Councilmember Rex Richardson, District 9 RR

Subject: Long Beach Convention and Visitors Bureau Labor Memorandum of Understanding

RECOMMENDATION:

Direct the City Attorney to review the Convention Center Memoranda of Understanding (MOUs) from comparable cities including, but not limited to, Los Angeles (Attachment A) and San Diego (Attachment B) and draft an MOU for review between the Long Beach Convention and Visitors Bureau (LBCVB) and the Los Angeles Federation of Labor, Orange County Federation of Labor, International Brotherhood of Electrical Workers, Local 11, and Painters & Allied Trades, District Council 36, and Teamsters Local 848. This draft to be returned within 45 days for Council consideration.

BACKGROUND

The purpose of an MOU is to create a working environment wherein all parties are committed to maintaining the highest level of customer satisfaction and to ensure that work at the Convention Center is performed at the lowest reasonable cost and reflects the highest level of efficiency, productivity, and quality.

To achieve this purpose, the City Council should direct the Long Beach Convention and Visitors Bureau to enter into an MOU recognizing the exclusive jurisdiction of the appropriate local labor unions. This will allow the Convention Center to perform specific work in areas that are set up and used for exhibits and/or theatrical productions, in conjunction with the move-in, installation, dismantling, and move-out of trade shows, conventions, exhibits, corporate events and theatrical events which are staged at the Center.

FISCAL IMPACT

This action should include staff reviewing options and the information as part of their report back to City Council.



LOS ANGELES CONVENTION/TRADE SHOW CENTER

This agreement is entered into between ANSCHUTZ ENTERTAINMENT GROUP (AEG), hereinafter referred to as the Employer, and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, (IBEW), AFL-CIO, hereinafter referred to as the Union.

This agreement shall be effective in all places where work is being performed or is to be performed by the employer or by a person, firm, or corporation owned or financially controlled by the employer and covers: The performance of convention and trade show work.

The employer recognizes the union as having jurisdiction over the installation, connection, erection, operation, maintenance, and repair of all electrical wiring and electrical equipment at trade shows, conventions, or events. All such electrical work and all equipment, tools, supports, materials, and temporary light and power work used to accomplish such electrical work shall be performed by members of the bargaining unit represented by the union.

Covered work is handling, installation and maintenance of all electrical work including, but not limited to:

1. All electrical power supply and outlets to display areas and booths. Power drops, power distribution.
2. Distribution of power to outlet locations, cords under carpeting both electrical and communication, cords overhead to equipment or lighting, operation of equipment such as man lifts, scissor lifts, forklifts, etc., to perform electrical work, and all associated rigging.
3. Electrical power source distribution and connections to dimmer boards, related switches, sound equipment, and projection equipment.
4. All electrical equipment, light fixtures, power track, and electrical apparatus that requires electrical and mechanical fastening to the exhibit or the display. Programmable and dimmable lighting systems.
5. Installation and removal of overhead electrical signs on stationary or freestanding trusses, etc., freestanding electrical signs which require assembly, rotating electrical signs, sequencing electrical signs, motorized

electrical hoists (and their operation when installed by IBEW represented employees), and related methods.

6. Electrical connections and hookup of all equipment or displays, including all 120v-20 amp grounded plug-ins, and incidental plug-ins of the booth set up.
7. All special lighting for displays, catwalks, booths or areas, live models, sale demos, Intel beam, var lights, color changes for display and presentations with the (exception of live production entertainment and theatrical production entertainment).
8. Installation of electrical signs that come separate from the display and must be mechanically and electrically installed separately to the display. Signs requiring electrical chain hoists, electrical signs on suspended or stationary trusses.
9. Maintenance and responsibility of all electrical and communication system installations at jobsite.
10. Mounting and installation of all monitors and video walls, including set-up, tear-down, 120v connectors, antennas, all apparatus and interconnecting cables.
11. Temporary generator (motor generator sets), transformer installation and hook up, electrical distribution equipment (including catwalks).
12. Temporary or portable cabling into main switchgear or subpanels.
13. Energized motorized turntables used in the trade show industry for display purposes.
14. If the employer decides to staff an electrical material trailer/tool crib on any show site, it will be staffed by an IBEW journeyman or apprentice.
15. All on site assembly modification, movement or removal of electrical equipment or apparatus is to be accomplished by IBEW electricians.
16. All installation, testing, maintenance, repair, or removal of low voltage systems including but not limited to telecommunications, internet, Wi-Fi, network/cable television, audio visual, satellite, vehicle, booth, telephone, security, perimeter, card access, access control systems, close circuit TV, broad band, base band, digital data, RF, I/P, wireless, VSAT television monitoring, network based systems, video systems, microwave, catv, cotv, projection systems. Audio enhancement systems, radio, mass notification systems, multi-media, multiplex, intercom, audio video.

17. Booths in a trade show may require electricity ranging from no requirement to a simple outlet to plug in a piece of portable equipment, to high-voltage multiple outlet services for many types of sophisticated pieces of electrical or electronic equipment, including specialty or theatrical lighting, all types of monitors (including computer, television, LED, plasma and other monitors), video and other image-type projection equipment, live video cameras including highly technical movie and TV cameras, all types of signage, display and lit information boards.

18. A monitor is defined to include all types, including Computer, TV, Rear Projection TV, LED, Cathode Ray, Plasma and Liquid Crystal Display.

The applicable rate of pay shall be that referenced in the local union's collective bargaining agreement(s) where the work is being performed for the scope of work set forth in this agreement.

The employer recognizes the applicable IBEW local union where the work is being performed as the sole and exclusive representative of all its employees performing work within that local's jurisdiction.

The union shall recognize Convention/Trade Show training as a special skill.

The subletting assigning, or transfer by an individual employer of any work in connection with electrical work to any person, firm or corporation not recognizing the union or one of this local unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of any IBEW local union to be performed at the site will be deemed a material breach of this agreement.

ANSCHUTZ ENTERTAINMENT GROUP
(AEG)

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
(IBEW)

AEG

CONVENTION/TRADE SHOW

Labor Union Regulations and Jurisdictions

The LACC, a proud supporter of union labor, provides all utility services (electrical, telecommunications, internet, audio/visual and plumbing) for events hosted at the LACC. Every event's official general service contractor (GSC) provides drayage, decorating, rigging, exhibit construction, carpentry and freight movement. For questions regarding Labor Union Regulations and Jurisdictions, please contact your Event Manager.

The following accepted union jurisdiction practices apply to all activity within the Los Angeles Convention Center:

Sign, Scene and Pictorial Painters Union Local 831

Local 831 has jurisdiction over the installation/erection, clean up, touch-up, dismantling, repair and building of all temporary exhibits. Exhibits can include structures, walls, towers, headers, (exception electrical headers), floor covering, aisle covering, hanging of decorative material from the ceilings, overhead rigging, painting and hanging of all types of signs, pictorial and scenic painting, etc. Their work also covers repairing of all animations and cleaning of the exhibit before the show opens.

An Exhibitor is permitted to work with a Union Installer on a one-to-one basis provided he/she is a permanent employee of the Exhibitor's company. This rule does not cover casual workers or a worker hired from an agency or union company. An Exhibitor may install and/or dismantle his own display, providing that the total time for installation of floor covering,

drapes, hanging of signs or any material, does not take any more than thirty minutes for one (1) person to complete. This does not mean 15 minutes for two (2) persons or 10 minutes for three (3) people. If the work described above requires more than 30 minutes, properly qualified Union personnel must do the work.

Teamsters Union Local 986 (drayage)

The Teamsters are responsible for the loading and unloading of all trucks or trailers of common carriers including van lines, as well as the handling of empty crates and the operation of forklift trucks. They also have jurisdiction of the loading and unloading of individual company vehicles, with the exception of the companies covered by the Sign, Scene, and Pictorial Painters Union Local 831. The above exception for exhibit builders is in effect only when they have either just built the exhibit or have performed some work on it that would require unpacking some of the exhibit material.

Machine Riggers will have the responsibility for unloading, uncrating, unskidding, leveling, cleaning, and assembling heavy machinery and equipment. Their jurisdiction also covers the reverse operations as outlined above for the removal of the equipment. Note: The classification of "machine rigger" should not be confused with the classification of "rigger." A rigger is someone who installs suspended items from the ceiling structure (i.e. overhead rigging).

IBEW Local 11 Electricians

IBEW is responsible for handling, installation, maintenance and supply of all labor on all electrical to each exhibit and/or production.

1. All electrical power supply and outlets to display areas and booths. Power drops, power distribution.
2. Distribution of power to outlet locations, cords under carpeting both electrical and communication, cords overhead to equipment or lighting, operation of equipment such as man lifts, scissor lifts, forklifts, etc., to perform electrical work, and all associated rigging.
3. Electrical power source distribution and connections to dimmer boards, related switches, sound equipment, and projection equipment.
4. All electrical equipment, light fixtures, power track, and electrical apparatus that requires electrical and mechanical fastening to the exhibit or the display. Programmable and dimmable lighting systems.
5. Installation and removal of overhead electrical signs on stationary or freestanding trusses, etc., freestanding electrical signs which require assembly, rotating electrical signs, sequencing electrical signs, motorized electrical hoists (and their operation when installed by IBEW represented employees), and related methods.
6. Electrical connections and hookup of all equipment or displays, including all 120v-20 amp grounded plug-ins, and incidental plug-ins of the booth set up.
7. All special lighting for displays, catwalks, booths or areas, live models, sale demos, intel beam, var lights, color changes for display and presentations with the (exception of live production entertainment and theatrical production entertainment).

8. Installation of electrical signs that come separate from the display and must be mechanically and electrically installed separately to the display. Signs requiring electrical chain hoists, electrical signs on suspended or stationary trusses.
9. Maintenance and responsibility of all electrical and communication system installations at jobsite.
10. Mounting and installation of all monitors and video walls, including set-up, tear-down, 120v connectors, antennas, all apparatus and interconnecting cables.
11. Temporary generator (motor generator sets), transformer installation and hook up, electrical distribution equipment (including catwalks).
12. Temporary or portable cabling into main switchgear or subpanels.
13. Energized motorized turntables used in the trade show industry for display purposes.
14. If the employer decides to staff an electrical material trailer/tool crib on any show site, it will be staffed by an IBEW journeyman or apprentice.
15. All on site assembly modification, movement or removal of electrical equipment or apparatus is to be accomplished by IBEW electricians.
16. All installation, testing, maintenance, repair, or removal of low voltage systems including but not limited to telecommunications, internet, Wi-Fi, network/cable

television, audio visual, satellite, vehicle, booth, telephone, security, perimeter, card access, access control systems, close circuit TV, broad band, base band, digital data, RF, I/P, wireless, VSAT television monitoring, network based systems, video systems, microwave, catv, cotv, projection systems. Audio enhancement systems, radio, mass notification systems, multi-media, multiplex, intercom, audio video.

17. Booths in a trade show may require electricity ranging from no requirement to a simple outlet to plug in a piece of portable equipment, to high-voltage multiple outlet services for many types of sophisticated pieces of electrical or electronic equipment, including specialty or theatrical lighting, all types of monitors (including computer, television, LED, plasma and other monitors), video and other image-type projection equipment, live video cameras including highly technical movie and TV cameras, all types of signage, display and lit information boards.

18. A monitor is defined to include all types, including Computer, TV, Rear Projection TV, LED, Cathode Ray, Plasma and Liquid Crystal Display.

Telecommunications/Internet: The IBEW is the exclusive provider for all installation of telecommunication and/or internet equipment and services within the facilities. This jurisdiction covers telephone line connections, whether originating or terminating in the LACC.

Network/Cable Television: The IBEW is the exclusive provider for network installations and cable television (RF) installations. This includes the installation and removal of

Category 5 Internet connections, booth to booth networking, satellite cabling, all booths to production vehicle cabling, etc.

Audio/Visual: The IBEW is the exclusive provider for A/V service and installation. Non-LACC audio equipment may not be patched into the LACC sound system.

The International Alliance of Theatrical Stage Employees (IATSE) Union, Local 33

IATSE Staging Technicians may be used on theatrical lighting projects and rigging projects as long as labor is used. IATSE Staging Technicians may also be used for AV (Audio/Video) work, camera operators, stage and scenic assembly (general sessions only), lighting console programming and operation, spot light operators, and laser operators (in reference to theatrical/ live production).

Plumbers

The LACC is the exclusive provider of plumbing service including the installation and connection of compressed air, water and drain lines, and natural gas for all exhibits and productions.

Crowd Control/Security

The Employer, Hospitality and Service Employees Union, Local 399 AFL-CIO has jurisdiction over the crowd control/security of all exhibit areas. This includes credential check, ticket seller and ticket taker to all access points. Refer to the "Services Provided List" for a list of approved companies www.lacclink.com/Services.aspx.

Non-LACC Labor

Services such as A/V equipment, florists, photography,

event/booth security, water coolers and porter service can be contracted through your show's service contractors.

**Memorandum of Understanding on
Recognition of Exclusive Jurisdiction
between
San Diego Convention Center Corporation
and
the San Diego and Imperial Counties Labor Council ("Labor Council"), Painters & Allied
Trades District Council 36, Local 831, International Alliance of Theatrical Stage
Employees, Local 122, International Brotherhood of Electrical Workers, Local 569, and
Teamsters Local Union 542**

This Memorandum of Understanding ("MOU") is entered into by and between San Diego Convention Center Corporation, Inc. ("SDCCC"), as the operator of the San Diego Convention Center ("Center") located at 111 West Harbor Drive, San Diego, California, the San Diego and Imperial Counties Labor Council ("Labor Council"), Painters & Allied Trades District Council 36, Local 831, International Alliance of Theatrical Stage Employees, Local 122, International Brotherhood of Electrical Workers, Local 569, and Teamsters Local Union 542 ("Labor Unions"), effective July 1, 2004.

1. The purpose of this MOU is to create a working environment wherein all parties are committed to maintaining the highest level of customer satisfaction and to ensure that work at the Center is performed at the lowest reasonable cost and reflects the highest level of efficiency, productivity and quality. To achieve this purpose, SDCCC agrees to recognize exclusive jurisdiction of the Labor Unions to perform certain specific work in areas of the Center that are set up and used for exhibits and/or theatrical productions, in conjunction with the move-in, installation, dismantling and move-out of trade shows, conventions, exhibits, corporate events and theatrical events which are staged in the exhibit halls, Sail Pavilion and/or ballrooms of the Center ("Event Work").

2. The Event Work shall be performed by members of the Labor Unions under the supervision and direction of a third party hired by licensed users of the Center ("Contractor") and the specific work within the jurisdiction of each Labor Union shall be that which is historically and typically recognized amongst the various Labor Unions.

3. In consideration of this recognition of exclusive jurisdiction, the Labor Unions acknowledge and agree:

- to recognize current jurisdictional agreements for Event Work that exist between the Labor Unions.
- that in the event a jurisdictional dispute between the Labor Unions is not resolved by mutual agreement between or among them, SDCCC shall have the exclusive right to resolve the dispute and make an interim jurisdictional determination which will remain in place and under which Event Work will continue uninterrupted until

such time as the dispute can be finally resolved by the National Jurisdictional Dispute Resolution Procedures recognized by the signatory Labor Unions

- to provide competent, qualified and technically skilled personnel
- ~~to not attempt to expand jurisdiction beyond that set forth herein or in frequent jurisdictional agreements~~

4. The Labor Unions further acknowledge and agree that the exclusivity conferred by this MOU may impact SDCCC's ability to attract and book certain events, such as a sporting event or a political convention. Therefore it is agreed that, when required, SDCCC may invoke a waiver of the exclusivity granted herein solely for the particular event. SDCCC will notify the Labor Unions of its intent to invoke the waiver not less than ninety (90) days prior to the event and meet and confer with the affected Labor Unions. SDCCC shall use its best efforts to create opportunities for the Event Work to be performed in accordance with this MOU. The Labor Unions hereby agree to comply with such waiver and further agree that invoking the waiver shall not result in any strike, work slowdown, sympathy strike, interruption of work, or any other job action or work stoppage of any kind, or threat of any such job action or work stoppage

5. It is further acknowledged and agreed to by the Labor Unions this recognition of exclusive jurisdiction does not encompass work ordinarily and customarily performed by SDCCC, including its resources, infrastructure, equipment and employees. ~~Not does the exclusive jurisdiction recognized herein encompass work ordinarily and customarily performed by those third parties who provide services in the Center, including labor under contract with the SDCCC.~~ Further, this MOU shall not apply to Event Work performed by a client's employees who travel with the event to perform the work.

6. The parties agree that the exclusivity conferred herein shall not apply to certain long-standing repeat events that are booked into the Center upon closure of the Concourse which utilize volunteers or their own employees to perform Event Work.

7. SDCCC, through its designated representative, after reasonable investigation and due process, shall have the right to remove from the Center and to bar from returning any person who violates the provisions of this MOU, disrupts, or threatens to disrupt, work being performed at the Center over a jurisdictional issue. Union representatives shall be subject to all terms of this MOU, but may fully, fairly and effectively represent the interests of members of a Labor Union unit as long as such representation does not violate the terms hereof.

8. The Labor Unions understand that the Center is a public facility created to benefit the general public by promoting business, industry, commerce and tourism within the City of San Diego. It is critically important to achieving that goal that the individuals working at the Center conduct themselves in accordance with the highest standards at all times. It is

agreed that all individuals working at the San Diego Convention Center, including employees of contractors, subcontractors, vendors, exhibitors and show management conduct themselves in a friendly, courteous and respectful manner so as to reflect well on the citizens of the City of San Diego. Therefore, the Labor Unions agree to the following Codes of Conduct:

- All workers must wear appropriate identification when in or on the premises of the Center.
- Workers shall not park on the Center's loading docks or premises without SDCCC's authorization.
- Access to the Center is a privilege which may be withdrawn from any individual who violates any provision of this MOU
- All workers must use only the entrances and exits designated for their use by the SDCCC's management
- Workers are not permitted access to any area of the Center other than their designated work area and all workers must promptly leave the premises upon completion of their work
- No one may solicit, sell or conduct any business in or on the Center premises, unless specifically authorized by SDCCC
- No worker shall have unauthorized possession of, or remove any property from the Center, except when registered as an attendee or attending an event as a ticketed guest. All discarded or abandoned equipment, material or property of any nature, remaining in the Center at the conclusion of an event shall be the property of SDCCC.
- No one may solicit tips, loans, gifts, gratuities, favors, passes, tickets, admission to any event or entertainment or any other item of value from any of the SDCCC's prospective or actual customers, guests, exhibitors, licensees, clients, contractors, or suppliers of good or services.
- No threat, pressure or coercion may be used by any person where the object is to influence any customer, user, licensee, exhibitor, client, contractor, supplier or attendee of the Center to use a particular vendor's products or services.
- No one may use an identification badge as a means of admission into any event at the Center, except to assigned work.
- Because of the public nature of the work at the Center, any clothing bearing vulgar or offensive symbols, pictures, signs or language is prohibited.

- Individuals working at the Center must conduct themselves in a friendly, respectful and courteous manner when dealing with any workers, show management, contractors, exhibitors, and SDCCC employees and visitors.
- No individual working at the Center shall attempt to intimidate or harass, either verbally or physically, any workers, any member of show management, any Contractor, SDCCC employees, or any exhibitor or attendee.
- Every individual working at the Center shall honor the principle of work first and grieve later, therefore, any disputes involving work assignments or jurisdiction shall not result in any strike, work slowdown, sympathy strike, interruption of work, or any other job action or work stoppage of any kind, or threat of any such job action or work stoppage

The above Codes of Conduct provide general guidelines for SDCCC's expectations regarding the conduct of individuals working at the Center, and are not intended to address every situation or behavior that may occur. SDCCC reserves the right to impose appropriate remedial action for any inappropriate conduct not specifically covered. SDCCC is the final authority on the interpretation of the Codes and on decisions relating to violations of the Codes. SDCCC, through its designated representative, after reasonable investigation and due process, shall have the right to remove from the Center and to bar from returning any person who violates the provisions of the Codes of Conduct. SDCCC reserves the right to alter or modify the Codes at any time. SDCCC will notify the Labor Unions of its intent to alter or modify the Codes prior to such alterations or modifications to the Codes and meet and confer with the affected Labor Unions.

9. SDCCC's designated representative responsible for administration and enforcement of this MOU shall be the Vice President Human Resources.

Continued on next page

10. This MOU shall remain in full force and effect until SDCCC or a Labor Union recognized hereunder provides the other party not less than sixty (60) days notice of its intent to discontinue recognition of exclusive jurisdiction at the Center and/or its intent to cancel participation as a signatory party to this MOU. In such event, the party giving notice agrees to meet and discuss with the other party or parties its intent to discontinue recognition of exclusive jurisdiction and/or its intent to cancel participation.

The foregoing is agreed to this 30 day of June 2004 by

San Diego Convention Center Corporation,
Inc.

San Diego Convention Center Corporation, Inc.

By: Carol Wallace
Name: Carol C. Wallace
Title: President and CEO

By: T.M. Mazzocco
Name: T. M. Mazzocco
Title: Vice President - Human Resources

San Diego and Imperial Counties Labor Council

Painters & Allied Trades District Council 36,
Local 831

By: Jay Butkewicz
Name: Jay Butkewicz
Title:

By: Bob Seavin
Name: Bob Seavin
Title:

International Alliance of Theatrical Stage
Emplees, Local 122

International Brotherhood of Electrical
Workers, Local 569

By: Daniel Lopez
Name: Daniel Lopez
Title:

By: Bob Abramo
Name: Bob Abramo
Title:

Teamsters Local Union 542

By: Phil Saal
Name: Phil Saal
Title: Sec. Treasurer

Amendment to

**Memorandum of Understanding on
Recognition of Exclusive Jurisdiction
between**

**San Diego Convention Center Corporation
and**

**the San Diego and Imperial Counties Labor Council ("Labor Council"),
Painters & Allied Trades District Council 36, Local 831, International
Alliance of Theatrical Stage Employees, Local 122, International
Brotherhood of Electrical Workers, Local 569, and International
Brotherhood of Teamsters Local Union 542**

Recitals

A. A Memorandum of Understanding ("MOU") was entered into by and between San Diego Convention Center Corporation, Inc. ("SDCCC"), as the operator of the San Diego Convention Center ("Center"), the San Diego and Imperial Counties Labor Council ("Labor Council"), Painters & Allied Trades District Council 36, Local 831 ("IUPAT Local 831"), International Alliance of Theatrical Stage Employees, Local 122 ("IATSE Local 122"), International Brotherhood of Electrical Workers, Local 569 ("IBEW Local 569"), and International Brotherhood of Teamsters Local Union 542 ("IBT Local 542") (collectively, the parties other than SDCCC are referred to herein as the "Labor Unions"), effective July 1, 2004, to recognize certain areas of "exclusive jurisdiction, and to memorialize the parties' agreement as to agreed-upon areas where the Labor Unions would have the exclusive right to provide certain specific work

B. As currently stated, the MOU does not confer or recognize any such exclusive jurisdiction for work in the meeting rooms of the Center, in conjunction with the move-in, installation, dismantling and move-out of trade shows, conventions, exhibits, corporate events and theatrical events which are staged in the meeting rooms at the Convention Center.

C. The parties now wish to enter into this amendment to the MOU for the purpose of modifying certain arrangements between SDCCC and the Labor Unions to provide for circumstances under which: 1) IATSE Local 122 may have exclusive jurisdiction for work performed in the meeting rooms, in conjunction with the move-in, installation, dismantling and move-out of trade shows, conventions, exhibits, corporate events and theatrical events which are staged in the meeting rooms; 2) IUPAT Local 831 may have exclusive jurisdiction for work performed in the meeting rooms, in conjunction with the move-in, installation, dismantling and move-out of trade shows, conventions, exhibits, corporate events and theatrical events when the meeting rooms are utilized for exhibits or displays for events in the convention center; 3) IBT Local 542 may have exclusive jurisdiction for work performed in the meeting rooms, in conjunction

with the move-in, installation, dismantling and move-out of trade shows, conventions, exhibits, corporate events and theatrical events when the meeting rooms are utilized for equipment and material storage or staging area for equipment and materials for events in the convention center; 4) IBEW Local 569 may have exclusive jurisdiction for work performed in the meeting rooms, in conjunction with the move-in, installation, dismantling and move-out of trade shows, conventions, exhibits, corporate events and theatrical events when the meeting rooms are utilized for exhibits or displays for events in the convention center; and 5) the Labor Unions signatory to the MOU and this amendment may have exclusive jurisdiction for work performed in conjunction with the move-in, installation, dismantling and move-out of trade shows, conventions, exhibits, corporate events and theatrical events which are staged in the surface area known as the FAL lot and FAL Lawn. The intent of the parties in entering into this Amendment is only to adjust the parties' rights and obligations regarding exclusive jurisdiction related to the events described in this paragraph that occur in the Center meeting rooms and the surface area known as the FAL lot and FAL lawn controlled by the San Diego Convention Center Corporation, and not to alter, modify, delete or add any rights or obligations of any of the parties with respect to any other term of the MOU, except as otherwise provide herein.

Agreement

1. In consideration for the benefits realized by all parties, arising from the MOU and this Amendment, and subject to the terms and conditions set forth below, SDCCC agrees to recognize exclusive jurisdiction of the unions to perform certain specific work in the meeting rooms of the Center and the surface area known as the FAL lot and FAL lawn controlled by the San Diego Convention Center Corporation as described in paragraph C above, that are set up and used, in conjunction with the move-in, installation, dismantling and move-out of trade shows, conventions, exhibits, corporate events and theatrical events which are staged in the meeting rooms at the Convention Center and the surface area known as the FAL lot and FAL lawn controlled by the San Diego Convention Center Corporation.
2. The work shall be performed by members of the labor Unions under the supervision and direction of a third party hired by licensed users of the Center ("Contractor") and the specific work within the jurisdiction of the Labor Unions shall be that which is historically and typically recognized amongst the various Labor Unions.
3. The parties acknowledge and agree that the exclusivity contemplated by this Amendment may impact SDCCC's ability to attract and book certain events. Therefore it is agreed that a waiver of the exclusivity is granted in this Amendment for (a) small meetings, local or community events, and meetings or events conducted by a 501(c)(3) nonprofit organization including but not limited

to Comic-Con; (b) a licensed user of the Convention Center who can demonstrate having a long-standing agreement with Contractors that perform the work within the jurisdiction of the Labor Unions, and that such Contractor has a demonstrated history of performing said work at the licensor user's events from year to year, or (c) a licensed user who has in place, before the effective date of this Amendment, a binding commitment with such a Contractor for the particular event. Additionally, SDCCC may invoke a waiver of the exclusivity granted in this Amendment on an event-by-event basis, when in the sole discretion of SDCCC (as determined by the SDCCC Executive Vice President & COO), a waiver is necessary to facilitate the booking of the event. SDCCC will notify the affected Labor Unions of its intent to invoke the waiver not less than one hundred-eighty (180) days prior to the event and meet and confer with the affected Labor Unions regarding the waiver. Resolution of any dispute regarding the waiver provided in this paragraph 4 shall, after reasonable investigation, be resolved by the SDCCC Executive Vice President & COO exercising his/her sole discretion. The decision of the SDCCC Executive Vice President & COO shall be final.

4. SDCCC shall use its best efforts to create opportunities for the Work to be performed in accordance with this Amendment. The Labor Unions hereby agree to comply with such waiver and further agree that invoking the waiver shall not result in any strike, work slowdown, sympathy strike, interruption of work, or any other job action or work stoppage of any kind, or threat of any such job action or work stoppage.

5. It is acknowledged and agreed by the Labor Unions that this recognition of exclusive jurisdiction does not encompass work ordinarily and customarily performed by SDCCC, including its resources, infrastructure, equipment and employees. Nor does the exclusive jurisdiction recognized herein encompass work ordinarily and customarily performed by those third parties who provide services in the Center, including labor, under contract with the SDCCC. Further, this Amendment shall not apply to Event Work performed by volunteers, or by a client's employees ("client employees") who travel with the event to perform the work.

6. It is acknowledged and agreed by the parties for purposes of this amendment and the MOU of July 1, 2004, client employees must have been employed by the client and performing work for the client for a minimum of three (3) months prior to the event. The Corporation may require the client to present documentation to verify the above employment requirement. When moving in and moving out materials volunteers and client employees shall be restricted to items which may be hand-carried by an individual, or otherwise moved on a non-motorized hand truck or dolly intended for consumer use with a load capacity not to exceed 500 lbs.

7. It is acknowledged and agreed that the notice of a waiver of the exclusivity granted by the MOU provided by SDCCC to the Labor Unions in accordance

paragraph 4 the MOU of July 1, 2004 shall be modified to one hundred-eighty (180) days.

8. It is acknowledged and agreed for purposes of this amendment and the MOU of July 1, 2004, that all references to the SDCCC Vice President Human Resources / Labor Relations shall mean reference to the SDCCC Executive Vice President & COO.

9. It is acknowledged and agreed that this amendment and the MOU of July 1, 2004 shall be binding upon all successors and assigns of SDCCC and each of the Labor Unions.

10. It is further agreed that the notice by SDCCC or a Labor Union of its intent to discontinue recognition of exclusive jurisdiction at the San Diego Convention Center and/or its intent to cancel participation as a signatory party to the MOU as provided in paragraph 10 of the MOU of July 1, 2004 shall be modified to one hundred-twenty (120) days.

11. Neither the agreement of the parties to this Amendment, nor any action taken in connection herewith, shall be deemed or considered to have opened up any other term of the MOU of July 1, 2004 for additional negotiation. Nothing in this Amendment shall be considered to have modified or otherwise affected the interpretation or implementation of the existing waiver provisions set forth in the MOU of July 1, 2004.

12. SDCCC and its licensees shall be given a reasonable period of time to implement this Amendment, consistent with past practices between the parties to the MOU of July 1, 2004.


13. Except as expressly modified herein, all terms, conditions and requirements of the MOU of July 1, 2004 remain in full force and effect.

14. The designated representative from SDCCC for purposes of administering and enforcing the terms of this Amendment as provided herein shall be the SDCCC Executive Vice President & COO.


15. This Amendment shall take effect on the date it has been executed by all parties to the MOU, and shall remain in full force and effect in accordance with the provisions of Paragraph 10 of the MOU as amended by Paragraph 10 of this amendment.

The foregoing is agreed to this 26th day of September, 2012 by


**San Diego Convention Center
Corporation, Inc.**

By: 
Carol Wallace
President & CEO

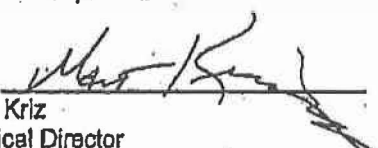
**San Diego Convention Center
Corporation**

By: 
T. M. Mazzocco
Executive Vice President & COO


**San Diego and Imperial Counties
Labor Council**

By: 
Lorena Gonzalez
Secretary-Treasurer

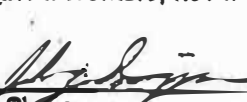
**Painters & Allied Trades District
Council 36, Local 831**

By: 
Matt Kriz
Political Director


**International Alliance of Theatrical
Stage Employees, Local 122**

By: 
Carlos Cota
Business Representative

**International Brotherhood of
Electrical Workers, Local 569**

By: 
John Simpson
Business Manager

**International Brotherhood of
Teamsters Local Union 642**

By: 
Jaime Vasquez
Secretary-Treasurer