

COLLECTIVE BARGAINING AGREEMENT

THE COUNTY OF MARIN

**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYEES, LOCAL 16**

July 15, 2010 – July 14, 2012

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COLLECTIVE BARGAINING AGREEMENT

International Alliance of Theatrical Stage Employees, Local 16
COUNTY OF MARIN

Sections I- XVI Shall apply to all regular hire and temporary hire employees.

Section (s) XVII-XXVII Shall apply only to Regular Hire employees

Section XXVIII Shall apply only to Temporary employees

Term: July 15, 2014 – July 14, 2015

The salaries, hours, fringe benefits, and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the County of Marin (hereinafter called "County") and the International Alliance of Theatrical Stage Employees, Local 16 and shall apply to all employees of the County working in the classification set forth herein.

Section I. Wages and Salaries

A. General Salary Increase.

There will be no general salary adjustment during the term of this agreement

Section II. General Provisions

- A. County hereby recognizes International Alliance of Theatrical Stage Employees, Local 16 as the bargaining representative for the purpose of establishing salaries, hours, fringe benefits, and working conditions for all employees within the representation unit certified by the County Personnel Commission and subsequently consisting of the following job classification: Cultural and Visitors Services Technical Coordinator.
- B. Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Marin County.
- C. Whenever a person is hired in the job classification set forth herein, County shall notify such person that the International Alliance of Theatrical Stage Employees, Local 16 is the recognized bargaining representative for employees in that classification. Both County and International Alliance of Theatrical Stage Employees, Local 16 agree to keep duplicate originals of this Agreement on file in a readily accessible location, available for inspection by any County employee or member of the public upon request.
- D. County agrees, upon written consent of the employees involved, to deduct work fees as established by International Alliance of Theatrical Stage Employees, Local 16 from the salaries of its members. The sums so withheld shall be remitted by County, without delay, along with a list of employees who have had said fees deducted. Should any employees within the unit, with the support of International Alliance of Theatrical Stage Employees,

Local 16, engage in any strike, slowdown, or other work stoppage during the term of this Agreement, County may cease said work fee deductions immediately.

Section III. Existing Laws, Regulations, and Policies

This Agreement is subject to all existing laws of the State of California, ordinances, and regulations of the County of Marin. The County, the International Alliance of Theatrical Stage Employees, Local 16, and the employees affected thereby, unless otherwise specified herein, shall be entitled to all benefits conferred thereby and shall observe all obligations engendered thereby.

Section IV. Discrimination

- A. No member, official, or representative of International Alliance of Theatrical Stage Employees, 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 International Alliance of Theatrical Stage Employees, Local 16.
- B. 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 County equal employment and anti-harassment policies (Personnel Management Regulation 21).

Section V. Bargaining

In connection with contract negotiations, unless otherwise agreed upon, each bargaining committee will not exceed three (3) persons. Employee members of International Alliance of Theatrical Stage Employees, Local 16 bargaining committee will be allowed to absent themselves from duties for reasonable periods of time without loss of pay for the purpose of participating in contract negotiations.

Section VI. Notification

Except in cases of Emergency as provided for under Gov. Code Section 3504.5, the County shall provide International Alliance of Theatrical Stage Employees, Local 16 with five (5) working days' notice in advance of final action relating to salaries, hours, working conditions, and/or fringe benefits of employees. County also agrees to provide International Alliance of Theatrical Stage Employees, Local 16 with five (5) working days' notice in advance of Board of Supervisors' consideration of staff proposals on the above matter.

Section VII. Administration

A. Designating Employee Representative.

International Alliance of Theatrical Stage Employees, Local 16 may, by written notice to the Director of Human Resources, designate one (1) of its members within the representation unit as an employee representative.

B. Posting of Notices.

Authorized representatives of International Alliance of Theatrical Stage Employees, Local 16 shall be allowed to post International Alliance of Theatrical Stage Employees, Local 16 notices on bulletin boards maintained on County premises.

C. Grievances.

Employee representatives may investigate and process formal grievances filed by employees.

D. Personnel File.

The original or a copy of all material which reflects on an employee's performance shall immediately be inserted in the employee's file in the Human Resources Department, and the employee shall be notified accordingly; said file shall be available at all reasonable times for inspection by the employee and/or such persons as the employee may authorize in writing.

E. Labor/Management Committee.

The County and International Alliance of Theatrical Stage Employees, Local 16 shall create a joint Labor/Management Committee composed of up to six (6) members. The County will appoint up to three (3) members, one of whom shall be from Human Resources or a designee. The International Alliance of Theatrical Stage Employees, Local 16 shall appoint up to three (3) members, one of whom shall be the International Alliance of Theatrical Stage Employees, Local 16 representative.

Employee representatives will be permitted release time in accordance with this section to participate in Labor/Management Committee meetings.

The Committee will be jointly chaired by the International Alliance of Theatrical Stage Employees, Local 16 and the County. The Committee shall discuss issues of mutual interest to the parties. The Committee's goal is to attempt to resolve issues during the term of the Agreement and to promote good relations.

Section VIII. Industrial Accidents

- A. In cases where an employee initiates a workers' compensation claim, the County will provide full pay, without charge against sick leave, during the first week off work or any portion thereof following an industrial accident provided that the County determines that

1. Time off work is warranted for the injury or for treatment and
2. The duration of time off work is warranted.

If a claim is denied and the following conditions are met— (1) the County continues to determine the time and duration off work are warranted; and (2) the employee has received the first week of coverage—then a leave adjustment will be completed by the department so that the week is charged against the employee's sick or other leave.

- B. In all other cases, accumulated sick leave shall be applied to time off work following an industrial accident in a proportionate amount which when added to workers' compensation benefits, provides total compensation equal to the employee's wage or salary. Upon exhaustion of accumulated sick leave, accrued vacation time may be applied in the same manner.
- C. In cases where an industrial accident victim exhausts all accrued sick leave, five (5) additional days of sick leave will be credited to the employee upon the employee's return to work.

In accordance with Labor Code Section 4600, the County has the right to require the treatment of work-related injuries or illnesses by a County-designated physician, except that after thirty (30) days from the date that the injury is reported, the employee may be treated by a physician of his or her own choice within a reasonable geographic area.

- D. Pursuant to Cal Reg. §9781, the employee may request a one time change of physician with a notice provided to their assigned claims administrator.
- E. Per LC 4600 (d)(a) If an employee has notified his or her employer in writing prior to the date of injury that he or she has a personal physician, the employee shall have the right to be treated by that physician from the date of injury.
- F. A pre-designation form is available on the MINE.

Section IX. Occupational Health.

County and International Alliance of Theatrical Stage Employees, Local 16 agree that the maintenance of the employee's physical health is a basic component of satisfactory work performance, that an ongoing program of medical examination and review of physical condition as it relates directly to performance of assigned duties will be developed, and that the parties shall meet and confer on implementation of this program during the term of this Agreement.

Section X. Physical Examinations

County will provide at no cost to employees any physical or medical examination, including chest x-rays, required by County in relation to employment.

Section XI. Mileage Reimbursement

An employee who is authorized by the department head to use a private automobile in the performance of his or her duties shall be paid for the job-related mileage driven. The County will use the annual IRS mileage reimbursement rate to reimburse employees who use their own vehicles for County business.

Section XII. Disputes

All disputes arising under this Agreement shall be resolved in accordance with the Marin County grievance procedures as provided in PMR 24 and any modifications thereto.

In addition, prior to a hearing before the Personnel Commission or an arbitrator, the parties will participate in a mandatory settlement conference in an attempt to resolve the grievance. All discussions in the settlement conference are confidential and may not be used in a subsequent hearing/arbitration or dispute resolution process.

Section XIII. Strike and Lockouts

During the term of this Agreement, County agrees that it will not lock out employees and International Alliance of Theatrical Stage Employees, Local 16 agree that it will not engage in, encourage, or approve any strike, slowdown, or other work stoppage growing out of any dispute relating to the terms of this Agreement. International Alliance of Theatrical Stage Employees, Local 16 will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Agreement, recognizing with County that all matters of controversy within the scope of this Agreement shall be settled by established grievance procedures.

Each party consents to, and waives any defenses against, an injunction action by the other party to restrain any violation of this section.

Section XIV. Waiver Clause

The parties acknowledge that for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter pertaining to or covered by this Agreement, notwithstanding any other provisions of law to the contrary. Nothing in this section will restrict the County's right to make changes to the County Personnel Management Regulations in accordance with any applicable requirements of the law.

Section XV. Severability

If any article or section of this Agreement shall be held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or any enforcement of any section or subsection should be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby, and the parties shall, if possible, enter into collective bargaining negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

Section XVI. Term

Exact as may be otherwise specifically provided herein, this Agreement shall be effective from July 15, 2010 until July 14, 2012.

This Agreement shall continue in effect through negotiation of a successor agreement and through the impasse procedure when invoked. Notwithstanding any of the above, continuation of this Agreement after July 14, 2012 may be voided by any operation of PMR 4.

THE FOLLOWING SECTIONS, XVI- XXVI, SHALL ONLY APPLY TO REGULAR HIRE EMPLOYEES

Section XVII. Hours of Work

The standard workweek shall be five (5) eight- (8) hour days (40 hours) in a seven- (7) day period.

Section XVIII. Leaves of Absence

A. Leave Without Pay.

All leaves without pay shall be subject to the approval of the department head and in accordance with Personnel Management Regulation (PMR) 44 and any modifications thereto.

B. Preservation of Rights.

Regular employees who are absent from duty on an authorized leave of absence shall not lose any rights accrued at the time the leave is granted.

C. Jury Duty.

Regular employees summoned for jury duty shall be deemed to be on special paid leave for the duration of their jury duty and shall receive their regular salary. The amount received as jury fees shall be returned to the County. Regular employees shall retain any expense reimbursement.

D. Promotional Examinations.

Regular employees shall be allowed special leave with pay during regular working hours to take merit system promotional examinations scheduled by the County of Marin for County positions.

E. Prolonged Sickness.

In cases of leave without pay other than sick leave, the employee shall first use all accruals, including vacation and compensatory time benefits. In cases of prolonged sickness, prior to granting leave without pay, all accruals, including sick leave, vacation, and compensatory time off, are to be used except that ten (10) days of accrued vacation time may be retained.

F. Family Medical Leave Act.

The County will comply with the Family Medical Leave Act as provided in the law and in PMR 44 and modifications thereto.

G. Distress Not Otherwise Covered.

Marin County PMR 44.18, "Distress Not Otherwise Covered," shall not apply to employees in this bargaining unit.

H. Parental Education Leave.

Regular employees may take up to eight (8) hours per month (40 hours per school year) to participate in their school-age children's activities in accordance with PMR 44 and any modifications thereto.

Section XIX. Overtime

Employees subject to this Agreement shall be compensated for all overtime worked at one and one-half (1-1/2) times the employees' regular rate of pay subject to the following limitations, conditions and authorizations.

A. Definition.

Overtime is time actually worked beyond forty (40) hours per week.

B. Rounding.

Overtime shall be compensated to the nearest 5 minute increment.

C. Authorization.

Prior written authorization of the County Administrator must be secured by the department head and communicated by the department head to the employee before any overtime is worked.

D. Emergency.

In an emergency, if it is impossible or impractical to secure advance authorization from the County Administrator, the department head may authorize paid overtime subject to reporting requirements of the County Administrator.

E. Time Records.

Overtime payment shall be based on time records maintained in the manner prescribed by County and shall be open to review by Theatrical Stage Employees.

F. Attendance Requirement.

It is understood that employees in this unit may be required to be in attendance and working during scheduled performances in the Marin Center facilities and, if so required, will be compensated by the user of such facilities at the Theatrical Stage Employees' prevailing wage rates. However, if the event is sponsored by the County, the provisions of this section apply.

G. Compensatory Time.

Qualifying employees may accumulate up to forty (40) hours of overtime to be taken as compensatory time off in lieu of paid overtime with the approval of the department head.

Section XX. Vacations

A. Amount.

Each regular employee shall be entitled to annual vacations on the basis of regular hours worked in continuous service in accordance with the following schedule:

<u>Accrual Rates</u>		
<u>Years of Service</u>	<u>Hourly Accrual</u>	<u>Max Days per Year</u>
0 up to 3	.0385	10
3 up to 10	.0577	15
10 up to 20	.0770	20
20 up to 30	.0962	25
30 and more	.1038	27

B. Accumulation.

Vacation credit shall be accumulated biweekly.

C. Vacation After Six (6) Months (1,040 hours).

If convenient to the County, the department head shall authorize vacations up to the number of days actually accrued after one thousand forty (1,040) hours of continuous employment.

D. Preference.

Regular employees shall be given their preference in vacation time within the limits of the vacation schedule established by the department head.

E. Unused Vacation Time.

Accumulated unused vacation time shall not exceed three hundred (300) hours per employee. Thereafter, additional accumulation shall be suspended unless otherwise approved in advance by the County Administrator, in the County Administrator's sole discretion, in cases where such is beneficial to County. When an employee reaches the applicable maximum accrual, he or she shall cease earning vacation time until his or her balance falls below the maximum accrual.

F. Holiday and Sickness During Vacation.

When a holiday falls within an employee's vacation period, one (1) additional day's vacation shall be granted. If an employee becomes ill while on vacation, the time of actual illness may be charged against accumulated sick leave subject to sick leave requirements.

G. Vacation Payment at Termination.

Persons who resign, retire, are laid off, or discharged and who have earned vacation time to their credit shall be paid for the vacation as of the effective date of the termination except that no payment shall be made to any employee who has been employed less than six (6) months (1,040 continuous work hours).

Section XXI. Sick Leave

A. General.

1. Each regular employee accrues a maximum of twelve (12) standard workdays of sick leave per year. Sick leave shall accrue at the hourly rate of .0462. Unused sick leave shall be accumulated without limit.
2. Sick leave with pay up to a total number of hours accumulated shall be granted by the department head in case of bona-fide illness or injury of employee. After three (3) consecutive days of illness, County may require a physician's certificate or other evidence, either as a condition of continuing an employee on sick leave status or as a requirement of returning to work. International Alliance of Theatrical Stage Employees, Local 16 recognize the County's right to determine by reasonable means the validity of any sick-leave usage by any employee at any time.
3. After the third (3rd) occasion an employee claims sick leave on the day immediately before or after his regular days off or before or after a holiday off, the time off shall be considered to be vacation time or leave without pay if there is no vacation accrued unless an acceptable physician's certificate verifying the illness is submitted to the County.
4. Family Sick Leave.

Leave with pay up to six (6) standard workdays per calendar year may be granted by the department head for an employee who must care for a parent, son, daughter, spouse, or registered domestic partner during illness. Such leave shall be charged against accumulated sick leave.

B. Bereavement.

Leave with pay up to five (5) consecutive standard workdays shall be granted by the department head in case of the death of a mother, father, spouse, registered domestic partner, parents of a spouse or registered domestic partner, grandparents, sister, brother, son, daughter, or son or daughter of a registered domestic partner of a regular employee. Bereavement leave in case of death of other persons may be granted only upon approval

of the County Administrator Bereavement leave shall be charged against accumulated sick leave.

C. Exceptions.

Sick leave with pay shall not be granted for illness due to any injury attributable to an outside occupation of which workers' compensation benefits are available and engagement therein has not been authorized.

D. Retirement Service Credit.

Qualified employees are eligible for seventy-five percent (75%) of the amount of unused sick leave to be credited towards retirement service.

Section XXII . Holidays

A. Regular Holidays.

1. Regular employees shall be entitled to the following holidays with pay: the first (1st) day of January, the third (3rd) Monday in January, the third (3rd) Monday in February, the last Monday in May, the fourth (4th) day of July, the first (1st) Monday in September, Veterans' Day, Thanksgiving Day, the Friday immediately following Thanksgiving Day, December 25, and every day appointed by the President of the United States or the Governor of the State of California and approved by the Marin County Board of Supervisors for a public fast, thanksgiving, or holiday.
2. When a holiday falls on a Saturday or Sunday, the Friday preceding a Saturday holiday or a Monday following a Sunday holiday shall be deemed to be a holiday in lieu of the day observed except that December 24 and 31 shall not be considered an additional holiday when that date is otherwise celebrated as a holiday. For an employee who does not work a Monday-through-Friday schedule, the day immediately following his/her two (2) days off shall be deemed to be a holiday in lieu of the day observed.
3. December 24 and 31 shall be observed as half- (1/2) day (4 hours) holidays if those dates fall on a Monday, Tuesday, Wednesday, Thursday, or Friday and providing that those days are not deemed holidays in accordance with Section XIII(A)1 and Section XIII(A)2 above.
4. Regardless of days worked or days off, each employee is entitled to the same number of paid holidays during the year as would be earned by an employee whose workweek extends from Monday through Friday and whose regular days off are Saturday and Sunday. This section is provided with the intent of assuring equitable-like treatment for all employees.

B. Floating Holidays.

1. Four (4) workdays (32 hours) off shall be deemed floating holidays which may be taken at any time or times during the fiscal year after accrual with the approval of the department head.
2. Each regular employee on the payroll on July 1 or newly appointed prior to October 31 shall be credited immediately with thirty-two (32) hours of floating holiday time. Any employee appointed between November 1 and February 28 (29) shall be credited with sixteen (16) hours as floating holidays for the balance of that fiscal year. Any employee appointed between March 1 and May 31 shall be credited with eight (8) hours as a floating holiday for the balance of that fiscal year. Any employee appointed between June 1 and June 30 shall receive no floating holiday for that fiscal year. This pro-ration shall also apply to employees who have returned from an approved leave of absence where they were in leave without pay status.
3. Floating holidays are to be taken in each fiscal year and shall not accrue from fiscal year to fiscal year.
4. Upon termination, unused floating holiday time shall be paid at a straight-time rate. For the purpose of pay-off computation, the total unused floating holiday to be paid off and floating holiday used by the employee shall not exceed two (2) workdays (24 hours) if the termination occurs between July 1 and December 31 or shall not exceed four (4) workdays (32 hours) if the termination occurs between January 1 and June 30 or per prorated schedule for new employees.

Section XXIII. Insurance

A. Medical, Dental, Life, and Supplemental Benefits.

1. Biweekly Fringe Benefits.

Effective the second pay period in December 2010 the County will provide an increase to the flat dollar portion of the biweekly fringe package dollar amount in an amount equivalent to October 2009 to October 2010 SF-Oakland-San Jose CPI-U.

Effective the second pay period in December 2011 the County will provide an increase to the flat dollar portion of the biweekly fringe package dollar amount in an amount equivalent to October 2010 to October 2011 SF-Oakland-San Jose CPI-U.

No later than May 1, 2011 the parties agree to reopen this section of the agreement to meet and confer over changes to the County's Section 125 Plan and fringe benefit contributions.

2. Waiver of Participation.

During open enrollment or within 30 days of a qualifying event, any employee covered by this Agreement may make written application to the Human Resources Director for waiver of required participation in a medical plan if said employee provides acceptable proof of equivalent coverage in a group plan through other

sources. An employee who waives participation under this section shall use the fringe-benefit package to pay for mandated benefits and up to fifty percent (50%) of the employee's cost of retirement plus the employee may receive up to an additional hundred dollars (\$100) cash back. Otherwise effective December 16, 2007, there will be no additional cash back provided.

3. Quarterly Medical Reimbursement.

The County will reimburse out-of-pocket insurance costs as provided in paragraphs 1 through 9 below in accordance with the following implementation procedures.

- Allowance for each employee will not exceed actual out-of-pocket up to cap set for each level.
- Payments will be made quarterly as a pay adjustment for current employees.
- Supplemental checks will be provided on a pro rata basis for employees who have left County employment during the quarter.
- An employee will be considered to be in the group in which he/she started the quarter even if the employee moves to another level during the quarter.

In accordance with the above, the following fringe-benefits adjustments shall be made to offset out-of-pocket medical insurance costs.

For each full-time (1.0 FTE), regular-hire employee whose annual salary is thirty-four thousand nine hundred ninety-nine dollars (\$34,999) or less and has insurance coverage of employee plus one (1), an annual allowance of up to one thousand two hundred fifty dollars (\$1,250) will be provided.

For each full-time (1.0 FTE), regular-hire employee whose annual salary is thirty-four thousand nine hundred ninety-nine dollars (\$34,999) or less and has insurance coverage of employee plus two (2) or more, an annual allowance of up to three thousand two hundred fifty dollars (\$3,250) will be provided.

For each full-time, (1.0 FTE), regular-hire employee whose annual salary is between thirty-five thousand dollars (\$35,000) and forty-four thousand nine hundred ninety-nine dollars (\$44,999) and has insurance coverage of employee plus one (1), an annual allowance of up to one thousand dollars (\$1,000) will be provided.

For each full-time (1.0 FTE), regular-hire employee whose annual salary is between thirty-five thousand dollars (\$35,000) and forty-four thousand nine hundred ninety-nine dollars (\$44,999) and has insurance coverage of employee plus two (2) or more, an annual allowance of up to two thousand seven hundred fifty dollars (\$2,750) will be provided.

For each full-time (1.0 FTE), regular-hire employee whose annual salary is between forty-five thousand dollars (\$45,000) and sixty-four thousand nine hundred ninety-nine dollars (\$64,999) and has insurance coverage of employee plus one (1), an annual allowance of up to seven hundred fifty dollars (\$750) will be provided.

For each full-time (1.0 FTE), regular-hire employee whose annual salary is between forty-five thousand dollars (\$45,000) and sixty-four thousand nine hundred ninety-nine dollars (\$64,999) and has insurance coverage of employee plus two (2) or more, an annual allowance of up to two thousand five hundred dollars (\$2,500) will be provided.

For each full-time (1.0 FTE), regular-hire employee whose annual salary is between sixty-five thousand dollars (\$65,000) and eighty-four thousand nine hundred ninety-nine dollars (\$84,999) and has insurance coverage of employee plus one (1), an annual allowance of up to two hundred fifty dollars (\$250) will be provided.

For each full-time (1.0 FTE), regular-hire employee whose annual salary is between sixty-five thousand dollars (\$65,000) and eighty-four thousand nine hundred ninety-nine dollars (\$84,999) and has insurance coverage of employee plus two (2) or more, an annual allowance of up to two thousand two hundred fifty dollars (\$2,250) will be provided.

For each full-time (1.0 FTE), regular-hire employee whose annual salary is between eighty-five thousand dollars (\$85,000) and one hundred four thousand nine hundred ninety-nine dollars (\$104,999) and has insurance coverage of employee plus two (2) or more, an annual allowance of up to one thousand seven hundred fifty dollars (\$1,750) will be provided.

Part-time, benefits-eligible employees will be provided allowances as described above but on a pro rata basis.

4. The Vision Service Plan (VSP) is a mandatory benefit for employees (optional for dependents).
5. Employees will be eligible to enroll in the County's long-term care insurance program, at their own cost.
6. Members shall be eligible to participate in the County Catastrophic Leave Donation Program.
7. The County will provide employees the opportunity to enroll in single or double supplemental life insurance. For current employees, the ability to apply is subject to review and approval by the insurance company if the employee does not enroll during his/her first thirty (30) days of employment.

B. Non-Stated Benefits.

The County and International Alliance of Theatrical Stage Employees, Local 16 agree that the benefits specifically stated in the basic Agreement or applicable Agreement addendums fully and completely provide the benefit program specifically negotiated and agreed to by the parties. Other or related benefits not specifically provided in this Agreement language may not be inferred by either party.

Section XXIV. Part-Time Employee Benefits

Regular employees working less than a full schedule shall be entitled to all benefits provided in this contract on a reduced time or payment basis computed on the ratio of part-time compensation received to normal, full-time compensation, except that employees who work less than 50% time are not entitled to receive health and welfare or retirement benefits.

Section XXV. Notice of Termination

No regular permanent employee shall be discharged for incompetence or inefficiency without receiving ten (10) working days' prior written notice of termination except as provided in PMR 47 and any modifications thereto.

Section XXVI. Retirement

- A. Unless required to do so by law, County shall not revise any benefit provided by the retirement system to employees or to any other person when such revision will change present or future retirement system contributions by employees subject to this Agreement, provided, however, such benefit change may be made when agreed to by a certified representative on behalf of bargaining units representing a majority of all employees so affected.
- B. County will make available retirement exemptions under Internal Revenue Code 14(H)(2).
- C. An employee may use seventy-five percent (75%) of unused accrued sick leave balance toward retirement service credit.
- D. The parties agree that 2.28% is the present actuarial value of the increased cost for the two-percent (2%) at-fifty-five (55) retirement enhancement. The parties further agree that eligible bargaining unit employees will share in that cost increase by contributing fifty percent (50%) of the 2.28% increase or 1.14%.
- E. The parties are implementing this section in accordance with Section 31678.2 of the California Government Code. In accordance with this section, members shall pay the 1.14% as part of the contribution by the County that would have been required if Section 3167.16 (2%-at-55 enabling legislation) had been in effect during the period of time for which this benefit is effective, i.e., going forward and backward.
- F. This Agreement shall only be applicable to members who retire on or after the effective date of the resolution implementing this Agreement of July 7, 2002.
- G. Effective January 2008, the minimum retirement age for new employees hired on or after January 1, 2008 will be fifty-five (55) for Miscellaneous Tier II and Tier III employees.

Section XXVII. Reinstatement Following Reduction in Force

- A. General.

In the event of a reduction in force affecting employees who hold or have held status in classes subject to this Agreement, the County and Union agree that the reduction in force

and reappointment procedures as specified in PMR 48 and any modifications thereto binding on all parties hereto.

B. Probationary Status.

Employees reappointed in the same department under the provisions above will not be required to complete a new probationary period if they had previously held permanent status in the classification. Employees reappointed to a new department shall be required to complete a new probationary period in the new department. Employees who do not complete their probationary period shall serve the remainder of the probationary period under reappointment. Periodic increase dates shall be controlled by PMR 41 and any modifications thereto.

The following section shall only apply to Temporary Employees:

Section XXVIII. Temporary Employees

Where the Agreement is silent on the use of temporary staff provided to the County of Marin Department of Cultural and Visitors Services by International Alliance of Theatrical Stage Employees, Local 16, the following shall apply:

A. Definitions.

Definitions of work performed by International Alliance of Theatrical Stage Employees, Local 16 represented employees are contained in Attachment A.

B. Job Class Titles, Duties and Salaries.

The County of Marin employs the job class titles for International Alliance of Theatrical Stage Employees, Local 16 represented employees as follows: Spotlight Operator, Master Stage Technician, and Stage Hand. International Alliance of Theatrical Stage Employees, Local 16 may use the following titles: Head of Department, General Audiovisual, Multi-Source Technology, and Multi-Source Technician. Regardless of titles, the duties shall be assigned to the appropriate County job class titles to ensure the correct rate of pay.

Classifications and salary will be established for temporary (extra-hire) employees. The job classes and salaries are:

Spotlight Operator	\$41.93 per hour
Master Stage Technician	\$41.42 per hour
Stage Hand	\$36.43 per hour

C. Minimum Call.

The minimum daily work shall be no less than five (5) consecutive hours, except for a head of a department for which it will be eight (8) consecutive hours.

D. Meal Periods.

1. Each employee shall receive one (1) full hour for meals, or no time will be deducted. Time between meals shall be no less than (3) hours nor more than five (5) hours.
2. If an employee does not receive a meal period as specified in Section XXVIII(D)1, the employee shall receive one (1) hour at the straight-time rate in addition to one (1) hour at the prevailing rate for every hour beyond five (5) hours without a rest period or fraction thereof until a one- (1) hour break is given.
3. In the alternative to meeting the terms of Section XXVIII (D)1 or Section XXVIII (D)2, the County may choose to meet the following conditions:
 - a. A meal must be provided at the County's expense to each and every employee who does not receive the meal period as specified in Section XXVIII (D)1.
 - b. Said meal must be provided at the beginning of the sixth (6th) hour.
 - c. Each and every employee must be given one half (1/2) hour paid time to eat the provided meal.
 - d. The five- (5) hour work clock resets at the end of the half- (1/2) hour meal period.
4. If the employee's shift is broken for more than one (1) hour or up to two (2) hours, they shall receive a two- (2) hour minimum call when they return to work.
5. If the employee's schedule is broken for more than two (2) hours, they shall receive a four- (4) hour minimum call when they return to work.

E. Rigging and Safety.

A minimum of two (2) persons is required when fall protection gear is in use. While working from a beam without scaffolding and/or catwalks which are in excess of thirty (30) feet above the floor, a premium rate of five dollars (\$5.00) per hour will apply. This will also apply to any person required to walk a truss, use a boson's chair, and/or hang from a line or lines, cables, etc., in excess of twenty-five (25) feet above the floor. This shall not apply to a person using a boom lift, scissors lift, or man lift.

F. Safety Equipment.

All safety equipment shall be provided for use by the employee to perform the duties of the job.

G. Leaves of Absence

1. Family Medical Leave Act

The County will comply with the Family Medical Leave Act as provided in the law and in PMR 44 and modifications thereto

H. Vacation Pay.

All temporary employees under this Agreement shall receive ten percent (10%) of all of their gross wages for vacation pay.

I. Overtime

1. Holiday Overtime.

Temporary employees in classifications covered by this bargaining unit who are required to work on County holidays shall be paid at the rate of time and a half (1-1/2), to the nearest quarter (1/4), consistent with the practice in trade.

2. Definition

Overtime is time worked beyond forty (40) hours per week or eight (8) hours per day, if work beyond eight (8) hours is for the same production.

3. Rounding

When the half (1/2) hour is invaded, the employee will receive compensation for the full half hour, as is the consistent practice in the trade.

4. Time Records

Overtime payment shall be based on time records maintained in the manner prescribed by County and shall be open to review by International Alliance of Theatrical Stage Employees, Local 16.

5. In an emergency, if it is impossible or impractical to secure advance authorization from the County Administrator, the department head may authorize paid overtime subject to reporting requirements of the County Administrator.

6. Double-Time Rate.

a. If an employee is excused for the day and called back the next day for the same production before a rest period of nine (9) hours has elapsed, the employee will receive double time (two times the base rate) until the employee receives a nine- (9) hour rest period.

b. All work on the seventh (7th) consecutive day, regardless of the cumulative hour total, shall be paid at double time, if the preceding days in the work week are for the same production. Otherwise, Section I, ii. will apply.

c. Double time shall be paid between 12:00 midnight and 8:00 a.m.

J. Fringe Benefits, Work Fees, and Payroll.

1. Health and Welfare.

- a. The County agrees to make contributions to the Local 16 Health and Welfare Trust Fund in the amount of thirteen percent (13%) of all gross wages (including vacation pay) of each temporary employee working under this Agreement.
 - b. Said monies are to be made payable by separate check with each payroll to Local 16 Health and Welfare Trust Fund (IRS# 94-6138741).
2. Pension.
 - a. Effective in the first (1st) pay period of ratification of this Agreement, the Employer agrees to make contributions to the Local 16 Pension Trust Fund in the amount of seven and thirty-five hundredths of a percent (7.35%) of all gross wages (including vacation pay) of each temporary employee working under this Agreement.
 - b. Said monies are to be made payable by separate check with each payroll to the Local 16 Pension Trust Fund (IRS# 94-6296420).
3. Check-Off Work Fees.
 - a. 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 temporary employee working under this Agreement.
 - b. Said monies are to be made payable by separate check with each payroll to Local 16, I.A.T.S.E.
4. Reporting of Work Fees.

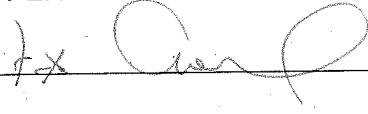
At such time that the applicable report is available through the County payroll system, the County shall provide on a monthly basis a complete and accurate payroll report that shall include the following, listed in separate columns across the same line of the report:

 - a. Employee's personnel number.
 - b. Employee's name.
 - c. Monthly work fee amount.
 - d. Total year-to-date work fees deducted.
 - e. Date of deduction.
5. Payroll.
 - a. The Employer and International Alliance of Theatrical Stage Employees, Local 16 confirm that workers supplied by the International Alliance of Theatrical Stage Employees, Local 16 to perform work under the jurisdiction of the International Alliance of Theatrical Stage Employees, Local 16 who are hired on a project-by-project or assignment-by-assignment basis shall be deemed "temporary workers."

- b. Given the nature of employment and the relatively short duration of individual projects or job assignments, such "temporary workers" shall be issued their payroll checks in accordance with the County's regular pay schedule.
- c. Upon the completion of a project assignment, such "temporary workers" shall not be deemed to have been "terminated for cause" within the meaning of the County's Personnel Management Regulations. Instead, such "temporary workers" shall remain eligible to continue employment with the County and the County's discretion.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute the within Agreement this 15 day of July 2000.

INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES
AND MOVING PICTURES MACHINE
OPERATORS

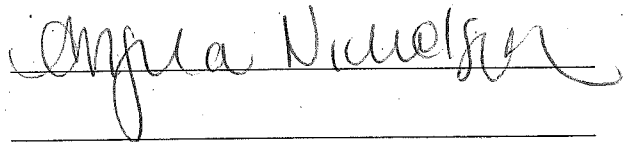


RATIFIED:

INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES
AND MOVING PICTURES MACHINE
OPERATORS


Dated:

COUNTY OF MARIN NEGOTIATION
COMMITTEE



APPROVED:

BOARD OF SUPERVISORS OF THE
COUNTY OF MARIN



Susan L. Adams
President, Board of Supervisors

Dated:

Side Letter Agreement

LABOR MARKET COMPARISONS

It is the intent of the parties to this Agreement that contingent upon available funding, salaries may be adjusted to insure that County remains competitive in the labor market for each series of classes as measured by benchmark or non-supervisory employment. The parties acknowledge that the actual market may be within Marin County, may extend statewide, or may fall between and may consist of both private and public employment, recognizing the primacy of private-sector comparisons to the greatest feasible extent.

Side Letter Agreement

The following is for information purposes only

TIER 4 RETIREMENT

For any regular employee hired on or after January 1, 2011, the employee shall be placed in Retirement Tier 4. The Retirement Tier 4 formula shall be 2% at 61 $\frac{1}{4}$ as stated in Cal Gov Code 31676.1.

Side Letter Agreement

PERSONNEL MANAGEMENT REGULATIONS

The County is updating its Personnel Management Regulations. The County agrees to meet and confer on any mandatory subjects of bargaining. While we will provide the International Alliance of Theatrical Stage Employees, Local 16 with all of the proposed changes for the purposes of seeking input on the clarity of the document, the County does not consent to bargain non-mandatory subjects.

In the interest of facilitating expeditious MOU negotiations, the County is proposing that these PMR updates be negotiated/discussed in a separate process, focusing only on PMR's. The parties agree that appropriate release time will be provided to representatives to attend the consultation and meet and confer sessions.

Side Letter Agreement

BROADCAST, WEBCAST AND SIMULCAST RATES

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

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

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

Any broadcast, recording, 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. For each event, the County and the Union, will exercise due diligence in mutually determining whether a broadcast fee is applicable. The decision must be made prior to the end of the event and such decision is final.

Payment for any of the recording classifications outlined above, not covered by the conditions and rates, shall consist of an additional eight (8) hours of straight time for Heads of Department. All other show personnel shall receive one (1) additional show call at the prevailing rate.

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

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

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

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

ATTACHMENT A

Definitions of Work

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: Sound for breakouts, general sessions, exhibits including cassette recording, simultaneous language interpretation systems, and live marketing. The setting, operating, and strike of any audio equipment, either through a house system or audio mixer console of any size that is either ground supported or overhead with truss.

PROJECTION: All projection units of any brand from thirty-five (35) millimeter to video projection with single or multiple source settings that need to be tweaked, cabled, routed or switched through or into video walls, retro boxes, or screens, either through I-MAG front or rear projection, i.e., Barco, Sony, Greyhawk, General Electric, Hughes, JVC, and any other brands that may be incorporated through computers.

THEATRICAL LIGHTING: Any lighting, either on the exhibit floor, breakout rooms, or general sessions, or 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, Intellaberan, Cyberlight, Roboscan, etc. Setting, operating, and striking 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 exhibits, breakout, general session, 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., computer registration kiosk, internet/networking access stations); video servers, audio servers, video conferencing systems, disk recorders, digital effects systems, digital transmission devices, computer-based training (CBT), learning systems (CLS), DCLS, digital NLE and graphic systems, computer labs, audience response systems, and 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 to, 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.

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