

COLLECTIVE BARGAINING AGREEMENT

THE COUNTY OF MARIN

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYEES AND MOVING PICTURE MACHINE
OPERATIONS

July 15, 2007 – July 14, 2010

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COLLECTIVE BARGAINING AGREEMENT
INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES
AND MOVING PICTURES OPERATORS

COUNTY OF MARIN

Term: July 15, 2007 – July 14, 2010

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 and Moving Picture Machine Operators (hereinafter called Theatrical Stage Employees) and shall apply to all employees of the County working in the classification set forth herein.

Section I. Wages and Salaries

A. Labor Market Comparisons.

It is the intent of the parties to this Agreement that salaries will 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.

B. General Salary Increase.

1. Effective the first (1st) pay period in July 2007 or the pay period in which ratification takes place, whichever is later, there will be an increase to all classes of four percent (4%).
2. Effective the first (1st) pay period of July 2008, there will be an increase to all classes by an amount equal to the San Francisco-Oakland-San Jose, April-to-April Consumer Price Index-Urban (CPI-U) of three to four percent (3%-4%).
3. Effective the first pay period of July 2009, there will be an increase to all classes by an amount equal to the San Francisco-Oakland-San Jose CPI-U of three to five percent (3%-5%).
4. Equity Increases.

Year 1: Effective October 7, 2007, .6% of the bargaining unit salaries will be allocated for equity increases to be recommended by the Labor/Management Committee and approved by the Director of Human Resources and the Board of Supervisors.

Year 2: Effective the first (1st) pay period in October 2008, .5% of the bargaining unit salaries will be allocated for equity increases to be recommended by the

Labor/Management Committee and approved by the Director of Human Resources and the Board of Supervisors.

Year 3: Effective the first (1st) pay period in October 2009, .25% of the bargaining unit salaries will be allocated for equity increases to be recommended by the Labor/Management Committee and approved by the Director of Human Resources and the Board of Supervisors.

Section II. General Provisions

- A. County hereby recognizes Theatrical Stage Employees 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 on October 7, 1997 and subsequently consisting of the following job classification: Cultural and Visitors Services Technical Coordinator.

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

Spotlight Operator	\$38.00 per hour
Master Stage Technician	\$37.54 per hour
Stage Hand	\$33.02 per hour

At such time as the industry-wide pay scale for the three (3) Theatrical Stage Employees represented extra-hire job classes above increases, the County agrees to discuss an increase in these above salaries.

- 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 Theatrical Stage Employees is the recognized bargaining representative for employees in that classification. Both County and Theatrical Stage Employees 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 is established by Theatrical Stage Employees 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 dues deducted. Should any employees within the unit, with the support of Theatrical Stage Employees, engage in any strike, slowdown, or other work stoppage during the term of this Agreement, County may cease said dues 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 Theatrical Stage Employees, 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 Theatrical Stage Employees 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 Theatrical Stage Employees.
- 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 Theatrical Stage Employees' 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

County shall provide Theatrical Stage Employees with five (5) working days' notice in advance of final action relating to salaries, hours, working conditions, and/or fringe benefits of employees generally within this unit. County also agrees to provide Theatrical Stage Employees with five (5) working days' notice in advance of Board of Supervisors' consideration of staff proposals on the above matter.

Section VII. Hours of Work

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

Section VIII. Administration

- A. Designating Employee Representative.

Theatrical Stage Employees may, by written notice to County Administrator, designate one (1) of its members within the representation unit as an employee representative.

- B. Posting of Notices.

Authorized representatives of Theatrical Stage Employees shall be allowed to post Theatrical Stage Employees' 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 Theatrical Stage Employees 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 Theatrical Stage Employees shall appoint up to three (3) members, one of whom shall be the Theatrical Stage Employees' representation.

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 Theatrical Stage Employees 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 IX. 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 in Marin County 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.

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 five (5) 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 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 X. Overtime

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

A. Definition.

Overtime is time worked beyond forty (40) hours per week or eight (8) hours per day.

B. Rounding.

Overtime shall be compensated to the nearest half (1/2) hour.

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.

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.

H. Holiday Overtime.

Extra-hire 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.

Section XI. 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:

Accrual Rates

<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	.1154	30

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.

Effective July 2004, 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.

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 XII. Sick Leave

A. General.

1. Each regular employee's sick leave under the biweekly payroll system shall be accrued 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. Theatrical Stage Employees 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.

Qualified employees may be granted by the department head leave with pay up to six (6) standard workdays during a calendar year to 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 working days shall be granted by the department head in case of the death of a mother, father, spouse, registered domestic partner, sister, brother, son, or daughter 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. Industrial Accidents.

In cases where an employee initiates a workers' compensation claim, the County will provide full pay, without charge against sick leave, during the first (1st) week off work or any portion thereof following an industrial accident, provided that County determines 1) that time off work is warranted for the injury or for treatment and 2) that the duration of time off work is warranted.

If a claim is denied and the following conditions are met, 1) that the County continues to determine the time and duration off work are warranted and 2) that the employee has received the first (1st) 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.

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 leave, accrued vacation time may be applied in the same manner.

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 returning 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. On or after January 1, 2005, upon completion of the County-created "Medical Provider Network," this provision will be altered to reflect the provisions of the new law.

However, if the employee has notified the County in writing ("Employee's Designation of Personal Physician") prior to the date of injury that he or she has a personal physician (as defined by the Business and Professional Code 2000) who retains the employee's medical records and medical history and had agreed in advance* to be the predesignated physician, the employee shall have the right to be treated by that physician from the date of injury. The County shall continue to have the duty to provide first-aid treatment and

appropriate emergency treatment reasonably required by the nature of the injury or illness (Labor Code 9780.2).

*The predesignated physician shall submit a signed form attesting to their agreement to be this individual's treating physician in the event of a workers' compensation injury or illness and that they will adhere to the rules and regulations governing treating physicians pursuant to Labor Code 9785. This form will be attached to the predesignation form on file with the employer.

E. Occupational Health.

County and Theatrical Stage Employees 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.

F. 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.

G. 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 XIII. 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.
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 XIV. Insurance and Retirement

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

1. Biweekly Fringe Benefits.

Effective December 16, 2007, the fringe-benefit mode of distribution shall change from "A" distribution to "B" distribution where applicable. Effective December 16, 2007, the pay period in which there will be an increase in health insurance premiums, the County will increase the flat amount of the biweekly fringe-benefit package for regular employees to three hundred forty five dollars (\$345) plus two percent (2%).

Effective December 16, 2007, any employee whose fringe-benefit package amount under this new formula is less than their prior fringe-benefit package amount (base period to be determined) will have the prior fringe-benefit package amount frozen,

and if currently receiving cash back as of the effective date, will continue to receive cash back, but in no case will an employee receive an increase in the amount of cash back received as of December 16, 2007. New employees will not be eligible for cash back except as noted under Section XIV(A)2, "Waiver of Participation."

Effective in December 2008 in the pay period in which there will be an increase in health insurance premiums, the County will increase the flat amount of the biweekly fringe-benefit package for regular employees to three hundred seventy dollars (\$370) plus two percent (2%).

Effective in December 2009 in the pay period in which there will be an increase in health insurance premiums, the County will increase the flat amount of the biweekly fringe-benefit package for regular employees to four hundred ten dollars (\$410) plus two percent (2%).

2. Waiver of Participation.

Any employee covered by this Agreement may make written application to the Human Resources Director for waiver of required participation in one (1) or more insurance programs except dental insurance, vision insurance, and basic life insurance 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 up to fifty percent (50%) of the employee's cost of retirement plus an additional hundred dollars (\$100). 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. Internal Revenue Service (IRS) Section 125 Plan.

Effective January 1, 1999, the County will amend the IRS Section 125 Plan to allow employee-paid health insurance premiums to be paid with pretax dollars.

5. Effective January 2005, the Vision Service Plan (VSP) will be added as a mandatory benefit for employees (optional for dependents).
6. Employees will be eligible to enroll in the County's long-term care insurance program.
7. Members shall be eligible to participate in the County Catastrophic Leave Donation Program.
8. 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 Theatrical Stage Employees 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 XV. 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 XVI. Part-Time Employee Benefits

Regular employees working less than a full schedule shall be entitled to all benefits provided in this article on a reduced time or payment basis computed on the ratio of part-time compensation received to normal, full-time compensation.

Section XVII. 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 XVIII. 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. Effective July 7, 2002, there will be a two-percent- (2%) at-fifty-five (55) retirement enhancement for current Tier II miscellaneous retirement bargaining unit employees. Unless an employee has made a one-time irrevocable decision to remain in tier II, all miscellaneous tier II employees will be in Tier III with the two-percent- (2%) at-fifty-five (55) benefit.
- E. 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%.
- F. 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.
- G. 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.
- H. 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 XIX. 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.

Section XX. 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 XXI. Strike and Lockouts

During the term of this Agreement, County agrees that it will not lock out employees and Theatrical Stage Employees 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. Theatrical Stage Employees 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 XXII. 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 XXIII. 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 article or section 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 XXIV. 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 Theatrical Stage Employees, the following shall apply:

A. Definitions.

Definitions of work performed by Theatrical Stage Employees' represented employees are contained in Attachment A.

B. Job Class Titles and Duties.

The County of Marin employs the job class titles for Theatrical Stage Employees' represented employees as follows: Spotlight Operator, Master Stage Technician, and

Stage Hand. Theatrical Stage Employees 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.

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 XXIV(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 XXIV(D)1 or Section XXIV(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 XXIV(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. Vacation Pay.

All temporary employees under this Agreement shall receive no less than ten percent (10%) of all of their gross wages for vacation pay.

H. Overtime – Double-Time Rate.

1. 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.
2. All work on the seventh (7th) consecutive day, regardless of the cumulative hour total, shall be paid at double time.
3. Double time shall be paid between 12:00 midnight and 8:00 a.m.

I. 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 percent (7%) 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 Theatrical Stage Employees confirm that workers supplied by the Theatrical Stage Employees to perform work under the jurisdiction of the Theatrical Stage Employees 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 ____ day of _____ 200__.

INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES
AND MOVING PICTURES MACHINE
OPERATORS

COUNTY OF MARIN NEGOTIATION
COMMITTEE

RATIFIED:

APPROVED:

INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES
AND MOVING PICTURES MACHINE
OPERATORS

BOARD OF SUPERVISORS OF THE
COUNTY OF MARIN

Dated:

Dated:

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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