

COLLECTIVE BARGAINING AGREEMENT

THE COUNTY OF MARIN

AND

INTERNATIONAL ALLIANCE OF THEATRICAL
STAGE EMPLOYEES, LOCAL 16

October 16, 2022 – June 30, 2024

TABLE OF CONTENTS

SECTION I. WAGES AND SALARIES (REGULAR HIRE EMPLOYEES ONLY)	2
A. GENERAL SALARY INCREASE (REGULAR HIRE EMPLOYEES ONLY)	2
B. EQUITY ADJUSTMENT	2
C. RETENTION BONUS	2
D. HARD TO FILL BONUS	3
THE FOLLOWING SECTIONS II – XVII SHALL APPLY TO REGULAR HIRE AND CONTINGENT HIRE EMPLOYEES	3
SECTION II. GENERAL PROVISIONS	3
SECTION III. EXISTING LAWS, REGULATIONS, AND POLICIES	4
SECTION IV. DISCRIMINATION	4
SECTION V. BARGAINING	4
SECTION VI. NOTIFICATION	4
SECTION VII. ADMINISTRATION	4
A. DESIGNATING EMPLOYEE REPRESENTATIVE.....	4
B. POSTING OF NOTICES	5
C. GRIEVANCES	5
D. PERSONNEL FILE	5
E. LABOR/MANAGEMENT COMMITTEE.....	5
SECTION VIII. INDUSTRIAL ACCIDENTS	5
SECTION IX. OCCUPATIONAL HEALTH	6
SECTION X. PHYSICAL EXAMINATIONS	6
SECTION XI. MILEAGE REIMBURSEMENT	6
SECTION XII. DISPUTES	7
SECTION XIII. STRIKE AND LOCKOUTS	7
SECTION XIV. WAIVER CLAUSE	7
SECTION XV. SEVERABILITY	7
SECTION XVI. SETTLEMENT INTENT	7
SECTION XVII. TERM	8
THE FOLLOWING SECTIONS, XVIII-XXVIII, SHALL ONLY APPLY TO REGULAR HIRE EMPLOYEES	8
SECTION XVIII. HOURS OF WORK	8
SECTION XIX. LEAVES OF ABSENCE	8
A. LEAVE WITHOUT PAY	8
B. PRESERVATION OF RIGHTS	8
C. JURY DUTY	8
D. PROMOTIONAL EXAMINATIONS.....	9
E. PROLONGED SICKNESS	9
F. FAMILY MEDICAL LEAVE ACT	9
G. DISTRESS NOT OTHERWISE COVERED.....	9
H. PARENTAL EDUCATION LEAVE	9
SECTION XX. OVERTIME	9

A.	DEFINITION	9
B.	ROUNDING	9
C.	AUTHORIZATION	9
D.	EMERGENCY.....	10
E.	TIME RECORDS.....	10
F.	ATTENDANCE REQUIREMENT	10
G.	COMPENSATORY TIME	10
SECTION XXI. VACATIONS.....		11
A.	AMOUNT	11
B.	UNPAID LEAVE OF ABSENCE.....	11
C.	ACCUMULATION	11
D.	VACATION AFTER SIX (6) MONTHS (1,040 HOURS).....	11
E.	VACATION LEAVE USAGE	11
F.	UNUSED VACATION TIME	12
G.	HOLIDAY AND SICKNESS DURING VACATION	12
H.	VACATION PAYMENT AT TERMINATION.....	12
SECTION XXII. SICK LEAVE.....		12
A.	GENERAL	12
B.	BEREAVEMENT.....	13
C.	EXCEPTIONS	13
D.	RETIREMENT SERVICE CREDIT	13
SECTION XXIII. HOLIDAYS.....		13
A.	REGULAR HOLIDAYS.....	13
B.	FLOATING HOLIDAYS	14
SECTION XXIV. INSURANCE.....		14
A.	MEDICAL, DENTAL, LIFE, AND SUPPLEMENTAL BENEFITS	14
B.	NON-STATED BENEFITS	16
C.	TEAMSTERS LOCAL UNION 856, HEALTH AND WELFARE TRUST	16
D.	DISASTER LEAVE	16
SECTION XXV. PART-TIME EMPLOYEE BENEFITS		16
SECTION XXVI. NOTICE OF TERMINATION.....		16
SECTION XXVII. RETIREMENT		16
SECTION XXVIII. REINSTATEMENT FOLLOWING REDUCTION IN FORCE		17
A.	GENERAL	17
B.	PROBATIONARY STATUS	17
THE FOLLOWING SECTION XXIX SHALL ONLY APPLY TO CONTINGENT HIRE EMPLOYEES		18
SECTION XXIX. CONTINGENT EMPLOYEES		18
A.	DEFINITIONS.....	18
B.	JOB CLASS TITLES, DUTIES AND SALARIES	18
C.	CROSS FUNCTIONALITY OF WORK	19
D.	MINIMUM CALL	19
E.	MEAL PERIODS.....	19
F.	RIGGING AND SAFETY	20
G.	SAFETY EQUIPMENT.....	20
H.	LEAVES OF ABSENCE.....	20
I.	VACATION PAY	20
J.	OVERTIME.....	21
K.	FRINGE BENEFITS, WORK FEES, AND PAYROLL	22

L. SHOW CALL.....	23
SIDE LETTER OF AGREEMENT.....	25
ATOM RE-OPENER.....	25
PERSONNEL MANAGEMENT REGULATIONS	26
BROADCAST, WEBCAST AND SIMULCAST RATES.....	27
AFFORDABLE CARE ACT (ACA) REOPENER.....	29
PILOT RENTAL ASSISTANCE PROGRAM	30
DELTA DENTAL ENHANCEMENT	31
ATTACHMENT A	32
DEFINITIONS OF WORK.....	32

COLLECTIVE BARGAINING AGREEMENT

**International Alliance of Theatrical Stage Employees, Local 16
and
County of Marin**

Section I Shall apply only to Regular Hire employees

Sections II-XVII Shall apply to all Regular Hire and Contingent Hire employees.

Sections XVIII-XXVIII Shall apply only to Regular Hire employees

Section XXIX Shall apply only to Contingent Hire employees

Term: October 16, 2022 – June 30, 2024

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 (Regular Hire Employees Only)

A. General Salary Increase (Regular Hire Employees Only)

Effective the first full pay period following ratification by the Union and adoption of the Agreement by the Board of Supervisors, the rate of pay for all Regular Hire classes and employees shall be increased by three- and one half percent (3.5%).

Effective the first full pay period in July 2023, the rate of pay for all Regular Hire classes and employees shall be increased by three percent (3.0%).

B. Equity Adjustment

Effective the first full pay period following ratification by the Union and adoption of the Agreement by the Board of Supervisors, the rate of pay for Regular Hire Employees shall be increased by one percent (1.0%).

C. Retention Bonus

In recognition of years of service to the County, all regular hire employees on the books upon ratification by the Union of this Agreement, will receive a one-time, non-pensionable, \$1,000 retention bonus within 3 pay periods from the date of ratification by the Union or the first full pay period following adoption of the Agreement by the Board of Supervisors, whichever is later. All regular hire employees who are on the books July 1, 2023, will receive a one-time, non-pensionable, \$1000 retention bonus in the first paycheck in August 2023, in recognition of years of service to the County. Part time employees shall receive a prorated amount based on their FTE.

D. Hard to Fill Bonus

When a position is deemed “hard to fill”, as determined by Human Resources, new employees hired after July 1, 2022, shall be eligible for up to a \$2,500-\$10,000 signing bonus. “Hard to fill” generally means an approved open recruitment has been unfilled for six (6) months, or the approved recruitment needed to re-open more than once because the County was unable to hire a candidate for the opening, or the County can show a difficulty retaining employees in the classification due to salary concerns, or other similar agencies are offering a signing bonus for the classification. The signing bonus shall be split, and the new employee shall receive 50% of the signing bonus in the first paycheck and 50% of the bonus after successful completion of the probationary period. In any case, if the employee does not complete the first full year of employment, the employee shall reimburse the County for the signing bonus received.

THE FOLLOWING SECTIONS II – XVII SHALL APPLY TO REGULAR HIRE AND CONTINGENT HIRE EMPLOYEES

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 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.
- E. Check-Off Work Fees
 - a. The County agrees that upon receiving a signed voluntary check-off authorization from the employee(s), the County will withhold three and one half percent (3.5%) of all gross wages (including vacation pay) for employee(s) working under this Agreement.

- b. Said monies are to be made payable by separate check with each payroll to I.A.T.S.E. Local 16.

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. Settlement Intent

In the event that County of Marin reaches a tentative agreement with another labor organization whose contract expires June 2022 or with MAPE if they agree to a contract extension in 2022, and the County provides that union a negotiated General Cost of Living Salary increase (not including class specific equity adjustments) and/or any additional non-unit specific one-time payments, which are greater than those to which the parties have agreed herein, the County agrees to provide the higher COLA* or one-time payment to Regular Hire employees of the I.A.T.S.E. Local 16 bargaining unit, unless the negotiated salary increase is part of a package

proposal. In such an event, Regular Hire employees of the I.A.T.S.E. Local 16 bargaining unit can vote to accept the package or refuse the package but cannot receive the increase without the corresponding concession. *COLA increase received by the other bargaining units in 2021 will be included in the analysis of whether a unit has received a higher cumulative COLA.

In the event that County of Marin reaches a tentative agreement with another labor organization whose contract expires in June 2022 or with MAPE if they agree to a contract extension in 2022, and the County provides an increase to the fringe benefit package that is greater than the fringe benefit changes to which the parties have agreed herein, Regular Hire employees of the I.A.T.S.E. Local 16 bargaining unit may elect to substitute the higher Fringe Benefit Package for the fiscal years of the Agreement, unless the negotiated fringe benefit increase is part of a package proposal. In such an event, Regular Hire employees of the I.A.T.S.E. Local 16 bargaining unit can vote to accept the package or refuse the package but cannot receive the increase without the corresponding concession.

Section XVII. Term

Except as may be otherwise specifically provided herein, this Agreement shall be effective from October 16, 2022 until June 30, 2024.

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 June 30, 2024 may be voided by any operation of PMR 4.

PART A – REGULAR HIRE EMPLOYEES

THE FOLLOWING SECTIONS, XVIII-XXVIII, SHALL ONLY APPLY TO REGULAR HIRE EMPLOYEES

Section XVIII. Hours of Work

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

Section XIX. 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 XX. 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 6 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

The provisions of this section apply to both County sponsored events and non-County events.

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 during their regular work week as defined in Section XVIII Hours of Work.

If a Regular Hire employee in this unit is required to be in attendance **outside** of their regular work week, they shall be compensated as follows:

- 1) County sponsored event - The provisions of this section apply; In the event a Regular Hire employee has worked in excess of forty (40) hours per week, they will be compensated for all overtime worked under Section XX at one and one-half (1½) times the employee's regular rate of pay.
- 2) Non-County sponsored events - If the event is not sponsored by the County, the employee is compensated for attendance outside of their regularly scheduled work week, at the Theatrical Stage Employees' prevailing wage rate (prevailing wage rate). The prevailing wage rate, for Regular Hire employees in this circumstance shall be defined as the regular rate for Contingent Hire (Extra Hire) employees noted in Section XXIX. B. The prevailing wage rate for Regular Hire Employees hired on or before July 1, 2022, shall include the Contingent Hire benefits and contributions to vacation, pension and/or health and welfare benefits. The prevailing wage rate for Regular Hire Employees hired after July 1, 2022, shall not include the Contingent Hire benefits or contributions to vacation, pension and/or health and welfare benefits. In the event a Regular Hire employee has worked in-excess of forty (40) hours per week, they will be compensated for all overtime worked under this section at the prevailing wage overtime rate, noted in Section XXIX. B.

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 XXI. Vacations

A. Amount

Each regular full-time employee shall be entitled to accrue vacation credit on the basis of regular hours worked in continuous service in accordance with the following schedule. Regular part-time employees will accrue pro-rated vacation credits based upon the part-time FTE. Vacation credit shall be expressed and accrued at the hourly rates shown.

Accrual Rates

<u>Months of Service</u>	<u>Hourly Accrual</u>	<u>Max Days per Year</u>
0 through 24 months	.0385	10
Greater than 24 through 108 months	.0577	15
Greater than 108 months through 228 months	.0770	20
Greater than 228 months through 348 months	.0962	25
Greater than 348 months	.1038	27

B. Unpaid Leave of Absence

No vacation leave will accrue during any unpaid leave of absence.

C. Accumulation

Vacation credit shall be accumulated biweekly.

D. 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.

E. Vacation Leave Usage

1. Vacation leave may not be taken without the employee first providing advance written request to his/her supervisor or manager and then receiving the supervisor/manager's notification that the request has been approved. Vacations should be scheduled as far in advance as reasonably possible in each work unit, and should be staggered over the entire calendar year to the extent reasonable.
2. Employee preference for vacation time or times, to the extent that it is reasonable, will be honored (on a seniority or annual rotation basis, in the event of a conflict), subject to the department head's judgment as to the maintenance of minimum work forces at all times, peak workload coverage and/or general departmental and public convenience.

F. 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.

G. Holiday and Sickness During Vacation

When a holiday falls within an employee's vacation period, that day will not be charged against the employee's accrued vacation leave. 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.

H. 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 XXII. 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 XXIII. 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 thirty-first (31st) day of March, the last Monday in May, the nineteenth (19th) of June, 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. 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.

4. To be eligible for the holiday pay, employees must be in paid status on both the day before and the day after the holiday.

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 XXIV. Insurance

The County provides a fringe benefits package described below. Unless expressly stated, all benefits listed in this article are prorated based upon the employee’s Regular Hire FTE. Hours worked as a Contingent Hire (i.e., Extra Hire) employee, and/or hours worked in excess of a part-time Regular Hire FTE, and/or overtime hours do not count toward the accrual of benefits.

A. Medical, Dental, Life, and Supplemental Benefits

1. Biweekly Fringe Benefits

Regular Hire employees enrolled in a County medical plan shall receive bi-weekly fringe benefit payments in calendar year 2022 as follows:

	Employee Only	Employee +1 Dependent	Employee + Family
Bi-weekly Fringe – Under 75k*	\$514.60	\$690.56	\$934.53
Bi-weekly Fringe – Over 75k*	\$514.60	\$677.66	\$908.74

*Annual salary threshold to determine the County's fringe benefit contributions shall be *under/over* \$75,000 for calendar year 2022 and over \$77,000 for 2023.

Effective in December 2022, in the pay period in which there will be an increase in health insurance premiums, the County will increase the bi-weekly fringe benefit package by the same dollar amount as the Kaiser Silver Plan increase from zero percent (0%) to six percent (6%) (based on the premium increase to the Kaiser Silver) for benefitted employees at the employee plus one (1) and employee plus family benefit levels.

In December 2022, in addition to the above, the County will add \$.65 per pay period to the employee only, employee+1, and employee+family fringe payments.

Effective December 2023 in the pay period in which there will be an increase in health insurance premiums, the County will increase the bi-weekly fringe benefit package by the same dollar amount as the Kaiser Silver Plan increase, from zero to five percent (0-5%) based upon the Kaiser Silver plan for all benefitted employees at the employee plus one (1) and employee plus family benefit levels.

Any employee enrolling in County medical coverage is eligible to receive up to \$100.00 cash back of any remaining unused amount of their bi-weekly fringe benefit package with the exception as expressed below:

Elimination of Cash Back for New Hires and Employees Not Receiving Cash Back as of July 1, 2018

Effective July 1, 2018, there will be no cash back of any remaining unused amount of an employee's bi-weekly fringe benefit package for employees hired on or after July 1, 2018 and for employees who do not receive cash back as of July 1, 2018.

Adjustment to County Fringe Contribution at the Employee-Only Enrollment Level in Plan Years 2022 and 2023: If the biweekly premium at the Kaiser Silver employee-only level in plan year 2023 exceeds the County's plan year 2022 biweekly fringe contribution at the employee-only level (i.e., \$514.50 biweekly), the County will increase its biweekly fringe contribution at the employee-only level to an amount equal to 100% of the biweekly premiums for employee-only enrollment in Kaiser Silver, for all represented employees who enroll in employee-only medical plans.

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 plus the employee may receive up to an additional hundred dollars (\$100) cash back.

3. Employees will be eligible to enroll in the County's long-term care insurance program, at their own cost.

4. Members shall be eligible to participate in the County Catastrophic Leave Donation Program.
5. Employees may enroll in single or double supplemental life insurance, and may use County fringe contributions towards this enrollment, where available. IRS rules governing imputed income will apply.

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.

C. Teamsters Local Union 856, Health and Welfare Trust

For the term of July 1, 2022 through June 30, 2024 Agreement, the County of Marin ("County") agrees to participate in the Teamsters Local Union No. 856 Health and Welfare Trust ("Teamsters Trust") for the sole purpose of offering to its employees the Teamsters Trust's Anthem Preferred Provider Organization plan ("Anthem PPO" or "Teamsters Plan").

D. Disaster Leave

The County will approve up to three (3) working days paid administrative leave in any twelve (12) month period when the employee's primary residence located in California is rendered uninhabitable due to fire, flood, or earthquake. Requests must be approved by the CAO. Documentation must be provided within a reasonable period of time. If adequate documentation is not provided, leave will be charged against any of the employee's other paid time accruals.

Section XXV. 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 XXVI. 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 XXVII. 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 XXVIII. 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.

PART B – CONTINGENT HIRE EMPLOYEES
THE FOLLOWING SECTION XXIX SHALL ONLY APPLY TO CONTINGENT HIRE
EMPLOYEES

Section XXIX. Contingent Employees

Where the Agreement is silent on the use of Contingent Hire staff provided to the County of Marin Department of Cultural 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 Contingent Hire (Extra Hire) employees. The job classes and salaries are:

Year of Agreement	Year 1: October 16, 2022	Year 2: July 2023
Rate of Pay Increase	3.5%	3.0%
Head of Department/Master Stage Technician	\$50.64	\$52.16
Key Personnel/Spotlight Operator	\$50.02	\$51.52
Extra Personnel/Stagehand	\$44.00	\$45.32

As set forth in the chart above, effective October 16, 2022, the rate of pay for all Contingent Hire employees shall be increased by three and one half percent (3.5%).

As set forth in the chart above, effective the first full pay period in July 2023, the rate of pay for all Contingent Hire employees shall be increased by three percent (3.0%).

HEAD OF DEPARTMENT

Whenever a master sound technician (A1), master electrician, master carpenter, counterweight system operator (“Flyman”), head rigger, video engineer (EIC), property master, head projectionist (P1), teleprompter, special effects head, network engineer, high

resolution routing engineer, or head computer technician (C1) is required to set up a show by virtue of installing equipment, patching, cueing and performs work during the show, that employee shall be paid at the head of department scale. The following shall also be classified as Head of Department:

1. Sound and Electric board operators.
2. When an Audio technician is dealing with twelve (12) or more wireless microphones, active frequencies, they shall be designated as head of department.
3. The first technician in each department shall be designated as Head of Department.

KEY PERSONNEL:

Follow-Spot Operator, A2 (fewer than 12 wireless frequencies), camera operator.

EXTRA PERSONNEL:

All other employees shall be considered Extra Personnel.

C. Cross Functionality of Work

The parties agree that the nature of the work performed at the Department of Cultural Services may occasionally require employees to perform duties across job titles as noted in Section B (above). This section is only applicable when all required Head of Departments are represented.

The parties agree to meet and discuss shows or events on an as-needed, case by case basis. The parties agree that there is no intent within this provision that either explicitly or implicitly cedes the County of Marin's right to direct its workforce.

D. Minimum Call

The minimum daily work shall be no less than five (5) consecutive hours, except as noted below:

- 1) Head of a Department: eight (8) consecutive hours.
- 2) Showcase Theater Head of Department: five (5) consecutive hours.

E. 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 XXIX (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 XXIX (D) 1 or Section XXIX (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 XXIX (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.

F. Rigging and Safety

A minimum of two (2) Local 16 technicians 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.

G. Safety Equipment

1. The County shall provide all equipment necessary to safely perform the duties of the job.
2. Technicians shall not perform any unsafe practices due to the absence of the proper tools or safety equipment.

H. 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

I. Vacation Pay

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

J. Overtime

1. Holiday Overtime.

Contingent 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. County holidays under Section XXIX.I,1 are the actual day of the holiday, not the observed day as described in Section XXIII Holidays, Subsection A.2.

2. Definition

a. 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.

b. The County will not replace or substitute employees to avoid payment of overtime for the same production subject to the conditions below:

1. This section is only applicable to shows or events in which the changing of personnel would cause significant disruption to the production. Illustrative examples of this include shows or events in which the employees are involved in cue-to-cue activities such as following an actor with a spot light, or stage crew that is expected to move scenery throughout the production, etc.

2. Excluded from this definition are shows or events in which the employees are on-site to provide assistance as needed such as the opening or closing of the building.

3. The parties agree to meet and discuss the inclusion or exclusion of shows or events on an as-needed, case by case basis.

c. The County reserves the right not to schedule employees for back-to-back productions.

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.

K. Fringe Benefits, Work Fees, and Payroll

1. Health and Welfare

a. The County's contributions to the I.A.T.S.E. Local 16 Health and Welfare Trust Fund shall be fifteen and one half percent (15.5%) of all gross wages (including vacation pay) for each Contingent Hire employee working under this Agreement.

b. Said monies are to be made payable together, in one check, separate check or electronic payment with each payroll to the I.A.T.S.E. Local 16 Health and Welfare Trust Fund (IRS# 94-6138741).

2. Pension

a. The County's contribution to the I.A.T.S.E. Local 16 Pension Trust Fund shall be ten and four tenths of a percent (10.4%) of all gross wages (including vacation pay) for each Contingent Hire employee working under this Agreement.

b. Said monies are to be made payable together, in one check, separate check or via electronic payment with each payroll to the I.A.T.S.E. Local 16 Pension Trust Fund (IRS# 94-6296420).

3. 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.

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

L. Show call

Setting, striking and working a performance (show) shall not exceed four (4) hours. A half-hour call shall be given to the crew preceding the performance (show) which shall be included as part of the four (4) hour Show Call. Any work performed before or after the Show Call shall be paid at the prevailing hourly rate. The exception to this is the normal clearing of the stage of the last act or scene of the show which is understood to be no more than ten (10) minutes.

A final Dress Rehearsal shall be paid at the same rates and conditions as a Show Call.

The Show Call rate is based on five (5) hours of pay at the hourly Key Personnel/Spotlight Operator rate of pay set forth in paragraph B. of this section.

The Show Call rate for each year of this agreement shall therefore be paid as follows:

Year 1, effective October 16, 2022: \$250.10

Year 2, effective July 1, 2023: \$257.60

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

INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES
AND MOVING PICTURES
MACHINE OPERATORS

COUNTY OF MARIN NEGOTIATION
COMMITTEE

[original signed]

[original signed]

RATIFIED:

APPROVED:

INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES
AND MOVING PICTURES
MACHINE OPERATORS

BOARD OF SUPERVISORS OF THE
COUNTY OF MARIN

[original signed]

[original signed]

Dated:

Dated:

SIDE LETTER OF AGREEMENT

ATOM Re-Opener

During the term of this agreement, the County may reopen the agreement to meet and confer on the decision and/or impacts of the modifications that are required in order for the County to implement a new Enterprise System.

SIDE LETTER OF 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 OF 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.

SIDE LETTER OF AGREEMENT

Affordable Care Act (ACA) Reopener

During the term of the agreement, the County may reopen the agreement to meet and confer over the excise tax scheduled to be imposed on health care premiums under the Federal Affordable Care Act. The purpose of the re-opener will be to include plans that would help employees avoid the excise tax, but it is not intended to eliminate the HMO option currently offered. The intent of the reopener is not to increase the County contribution to offset the excise tax for employees.

SIDE LETTER OF AGREEMENT

Pilot Rental Assistance Program

The County agrees to allocate \$250,000 to an employee rental assistance program which all County employees may be eligible for. The parties agree to meet no later than September 30, 2018 to develop program parameters.

SIDE LETTER OF AGREEMENT

Delta Dental Enhancement

Based on consensus among labor groups to participate in the Delta Dental plan enhancement, the County has agreed to cover the additional cost of the **Employee Only**-level premium increase, as well as **Employee + 1** and **Employee + Family** levels *for the benefit year 2023*. Specifically, the County is adding an additional \$.65 per pay period to all employee fringe benefit packages to cover the increased cost for 2023.

While the County negotiated with Delta a reduced impact on **Employee + 1** and **Employee + Family** billed rates so that employees would have no additional premium costs for 2023 (other than what the County is funding), the premium for Delta Dental PPO rates for subsequent plan years remains undetermined at this time.

Should we see an increase in the Delta Dental rates for benefit year 2024, the County will again meet with labor groups to discuss plan options and obtain consensus on whether to maintain the dental benefit enhancement. Consensus amongst labor groups will be required for the County to maintain (opt into) the Delta Dental plan enhancement in subsequent years. Without consensus amongst labor groups to maintain (opt into) the plan enhancement, the default will be to revert back to no plan enhancement for the County's Delta Dental benefit.

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.