

COLLECTIVE BARGAINING AGREEMENT

THE COUNTY OF MARIN

AND

INTERNATIONAL ALLIANCE OF THEATRICAL
STAGE EMPLOYEES, LOCAL 16

July 15, 2025 – July 15, 2028

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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

Except as may be otherwise specifically provided herein, this Agreement shall be effective July 15, 2025 to July 15, 2028.

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. It shall continue in effect thereafter from year to year unless either party gives (one hundred twenty) 120 days notice prior to July 15, 2028. or any yearly anniversary date thereafter to terminate or modify this agreement. Notwithstanding any of the above, continuation of this agreement after June 30, 2028, may be voided by operation of PMR 4 and any modifications thereto.

Section I. Wages and Salaries (Regular Hire Employees Only)

A. General Salary Increase (Regular Hire Employees Only)

Effective the pay period following the later of (1) July 1, 2025, or (2) adoption of this agreement by the Board of Supervisors, the rate of pay for all represented Regular Hire employees shall be increased by four percent (4%).

Effective the first pay period in July 2026, the rate of pay for all represented Regular Hire employees shall be increased by four percent (4%).

Effective the first pay period in July 2027, the rate of pay for all represented Regular Hire employees shall be increased by three percent (3%).

B. Equity Adjustment

Effective the pay period following the later of (1) July 1, 2025 or (2) adoption of this agreement by the Board of Supervisors, the County will increase the base pay for each bargaining unit classification which has base pay less than the market median reflected in the County's March 28, 2025, Benchmark Compensation Survey ("Survey"), by the percentage the survey determined the classification to be below market median in base

In addition, each non-surveyed classification which is tied to a benchmark classification will receive a base wage increase sufficient to maintain the differential between the non-surveyed classification and the benchmark classification.

The Study reflects the following Equity Adjustment for the IATSE bargaining unit:

○ Cultural Services Technical Coordinator	4.87%
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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

The Parties agree that the County may continue the practice of paying signing bonuses to new hires in "hard to fill" positions. The County will notify the Association before advertising or offering hiring bonuses affecting bargaining unit positions or if it intends to modify the hiring bonus program.

**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 VI - A. Contracting Out Bargaining Unit Work

Except as provided below, the County and the Union will meet and confer in good faith prior to any decision to contract out bargaining unit work for any existing regular hire FTE bargaining unit position. The County shall provide the Union with notice including (1) the nature of services to be contracted, (2) the reason existing personnel are unable to provide the contracted services, (3) the cost associated with those contracts, and (4) the intended duration of the contracts and expected timeframe to use contracted services. The Union may request additional information as needed. Upon request of the Union, the parties will meet and confer concerning the proposed contracting out of work or services.

The parties agree that, where the use of contracted employees would not result in the elimination or reduction in hours, the County may utilize contracted employees to perform work traditionally performed by any existing regular hire FTE bargaining unit employees without advanced notice and meeting and conferring in the following situations:

1. Where (a) the need for contracted employees services is not expected to exceed six (6) months, and (b) existing staff cannot perform the services during their normal working hours and within the required timeframe, due to: (1) emergencies or other unusual service demands, (2) position vacancies, (3) short or long-term absences, or (4) lack of the requisite expertise, capacity, or certifications among available staff. Consideration to determine operational feasibility of existing employees to work overtime, temporary promotion, or temporary special assignment pay will be given prior to the use of contracted employees in these listed circumstances. If contracted service employees work/assignment needs to be extended beyond six (6) months, the County will provide notice of the extension and anticipated end date. If the anticipated end date is beyond nine (9) months from the start of the contracted/temporary assignment, the County will meet and confer with the union.

2. The use of contracted employees (including mutual aid, temporary extra help employees, and retired annuitants) to respond to a locally proclaimed or declared disaster, emergency, or mutual aid event.

The County will inform the Union when it uses contracted employees pursuant to this section within thirty (30) calendar days of the contracted employee(s) beginning work for the County.

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.

F. Maintenance

The parties acknowledge that routine and regular maintenance of the theatres and other facilities is essential to safe and efficient operations. The parties further acknowledge inspection, cleaning, servicing and any necessary repairs in the theatres and other facilities may be the responsibility of multiple work units at the County, and are not solely the responsibility of Local 16 bargaining unit employees. Accordingly, the Technical Coordinator shall meet with the Director of Cultural Services a minimum of twice a year, in January and again in July, to review maintenance needs and concerns and develop a maintenance plan for the following six months.

G. Training and Professional Development

The parties acknowledge the importance of periodic training to ensure the development and maintenance of skills necessary for the performance of their duties. Accordingly, the

Technical Coordinator shall meet with the Director of Cultural Services a minimum of twice a year, in January and again in July. to discuss training and professional development needs for the Local 16 bargaining unit employees. No requests for required or necessary training shall be unreasonably denied. Employees attending training sessions shall be compensated at their regular rate of pay, and the County shall provide all necessary training materials and resources at no cost the employee.

Section VIII. Industrial Accidents

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

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

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

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

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

Section IX. Occupational Health.

County and International Alliance of Theatrical Stage Employees, Local 16 agree that the maintenance of the employee's physical health is a basic component of satisfactory work performance, that an ongoing program of medical examination and review of physical condition

as it relates directly to performance of assigned duties will be developed, and that the parties shall meet and confer on implementation of this program during the term of this Agreement.

Section X. Physical Examinations

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

Section XI. Mileage Reimbursement

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

Section XII. Disputes

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

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

Section XIII. Strike and Lockouts

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

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

Section XIV. Waiver Clause

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

Section XV. Severability

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

Section XVI. Term

Except as may be otherwise specifically provided herein, this Agreement shall be effective from July 15, 2025 until July 15, 2028.

This Agreement shall continue in effect through negotiation of a successor agreement and through the impasse procedure when invoked. Notwithstanding any of the above, continuation of this Agreement after July 15, 2028 may be voided by any operation of PMR 4.

PART A – REGULAR HIRE EMPLOYEES

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

Section XVII. Hours of Work

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

Section 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 Executive 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 Executive, the department head may authorize paid overtime subject to reporting requirements of the County Executive.

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 Executive, in the County Executive 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

1. Definition. Bereavement leave is leave with pay, up to 5 (five) working days (37 ½ or 40 hours), which shall be granted by the Department Head or their manager/supervisor to be used by the employee in the case of the death of an eligible employee's child, parent, spouse, domestic partner, sibling, grandparent,

grandchild, or parent-in-law within three (3) months of the death. Bereavement leave may be granted at the sole discretion of the Human Resource Director in case of the death of other persons whose death is a matter of concern to the employee. As allowable by law, the County will maintain the confidentiality of an employee requesting leave under this Section.

2. Eligible Employees. All employees who have been employed by the County for at least thirty (30) days prior to the commencement of leave and elected officials are entitled to bereavement leave. Regular hire employees employed on a part-time basis are entitled to bereavement leave, but on a pro-rata basis.
3. Documentation of Death. The County may require the employee taking bereavement leave to provide written documentation of the death for which the bereavement leave is taken.

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 2025 as follows:

	Employee Only	Employee +1 Dependent	Employee + Family
Bi-weekly Fringe	\$515.25	\$869.46	\$1,173.57

Fringe Adjustment for all benefited employees at the employee plus one (1) and employee plus family benefit levels. Effective in December 2025, in the pay period in which there will be an increase in health insurance premiums for the coming benefit Plan Year, the County will increase the bi-weekly fringe benefit package by an amount equivalent to six percent (6%) of the same dollar amount as the new Kaiser Silver premium.

Fringe Adjustment for all benefited employees at the employee plus one (1) and employee plus family benefit levels. Effective in December 2026, and December 2027 in the pay period in which there will be an increase in health insurance premiums for the coming benefit Plan Year, the County will increase the bi-weekly fringe benefit package by an amount equivalent to five percent (5%) of the same dollar amount as the new Kaiser Silver premium.

Fringe Adjustment to County Fringe Contribution at the Employee-Only Enrollment Level for Plan Years 2026, 2027, and 2028. If the biweekly premium at the Kaiser Silver employee-only level in benefit plan years 2026, 2027, and/or 2028 plus mandated employee-only dental and core vision insurance exceeds the County's biweekly fringe contribution at the employee-only level (\$515.25 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 and mandated employee-only dental and core vision insurance, for all represented employees who enroll in employee-only medical plans.

The County covers the full cost of Basic Life Insurance separately and apart from the Fringe contribution.

2. Waiver of Participation.

Any benefits eligible employee covered by this agreement may make an annual written application to the Human Resources Department for waiver of required participation in a County medical plan, except Dental Insurance, Vision Insurance, and Basic Life Insurance, if said employee provides acceptable proof of equivalent coverage in a group medical plan through other sources. An employee who waives participation under this section shall use the fringe benefit package to purchase mandated benefits and is eligible to receive up to \$100.00 cash back of any remaining unused amount of their bi-weekly fringe benefit package.

3. Basic Life Insurance

Effective January 1, 2026, the County will enhance the County-paid Group Term Basic Life and Death & Dismemberment Insurance increasing the benefit from \$10,000 to \$50,000 and will also provide enhancements to the supplemental Group Life and Death & Dismemberment Insurance for Domestic Partner/Dependents and Long Term Disability Benefits.

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

5. Members shall be eligible to participate in the County Catastrophic Leave Donation Program.

6. 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 15, 2025 through July 15, 2028 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:

	<u>July, 2025</u>	<u>July, 2026</u>	<u>July, 2027</u>
Rate of Pay Increase	<u>4%</u>	<u>4%</u>	<u>3%</u>
Master Stage Technician	\$56.96	\$59.24	\$61.02
Spotlight Operator	\$56.26	\$58.51	\$60.27
Stagehand	\$49.49	\$51.47	\$53.01

As set forth in the chart above, effective the pay period following the later of (1) July 1, 2025, or (2) adoption of this agreement by the Board of Supervisors, the rate of pay for all Contingent Hire employees shall be increased by four percent (4.0%).

As set forth in the chart above, effective the first full pay period in July 2026, the rate of pay for all Contingent Hire employees shall be increased by four percent (4.0%).

As set forth in the chart above, effective the first full pay period in July 2027, 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 Executive, the department head may authorize paid overtime subject to reporting requirements of the County Executive.

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 July 2025: \$281.30
Year 2, effective July 2026: \$292.55
Year 3, effective July 2027: \$301.35

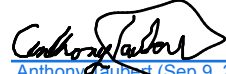
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute the within Agreement this _____ day of _____.

INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES
AND MOVING PICTURES
MACHINE OPERATORS

COUNTY OF MARIN NEGOTIATION
COMMITTEE


Jim Beaumonte (Sep 9, 2026 13:37:23 PDT) 09/09/2026

Jim Beaumonte Date
Business Agent/Chief Negotiator


Anthony Taubert (Sep 9, 2026 13:34:05 PDT) 09/09/2026

Tony Taubert Date
Negotiation Committee

RATIFIED:

INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES
AND MOVING PICTURES
MACHINE OPERATORS

[original signed]

Dated:


Lisa Li (Sep 17, 2026 09:17:33 PDT) 09/17/2026

Lisa Li Date
Director of Employee & Labor Relations


Tom Russell (Sep 2, 2026 17:57:48 PDT) 09/02/2026

Tom Russell Date
Principal Employee & Labor Relations
Analyst

APPROVED:

BOARD OF SUPERVISORS OF THE
COUNTY OF MARIN

[original signed]

Dated:

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

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.

SIDE LETTER OF AGREEMENT

Paid Parental Leave Reproductive Loss Leave

The County and Union agree to:

1. a new leave, Paid Parental Leave, and agree to Attachment A as written and first-time implementation administration as described herein; and,
2. agree to Reproductive Loss Leave, and agree to Attachment Bas written; and,
3. agree that these two leaves will be recommended to the Board of Supervisors for adoption at their September 9, 2025 meeting; and,
4. agree that these two leaves as attached will be incorporated into a revised and updated PMR 44: Leaves; and,
5. agree that coalition meet and confer has already commenced on PMRs 44 and 49, the Personnel Commission has reviewed and supports the updated PMRs, and agree to complete the meet and confer process with the objective of finalizing PMR 44: Leaves and PMR 49: Reasonable Accommodation and placing the amendment for these PM Rs on the Board of Supervisor's calendar for adoption by the end of October 2025.

Paid Parental Leave Implementation

For the first time implementation, County and Union agreed to administer Paid Parental Leave (PPL) as a one-time implementation that includes a "look back" period as follows:

Employees are eligible for the one time "look back" if they:

- (1) had a qualifying event between January 1, 2025 and the date of Board adoption, and
- (2) who would have been eligible for PPL at the time of the qualifying event had it been in effect

These employees have until November 7, 2025 to request the use of PPL and must use of PPL and must use the leave by June 30 2026. This is a forward-looking benefit and thus the County will not provide PPL retroactively. Therefore, employees who qualify for the one time "look back" period cannot use their PPL to cover leave already taken.

For those eligible for PPL in the lookback period, a minimum of two weeks' written notice to their supervisor with a copy to hrleaves@marincounty.gov is required prior to the start of the leave. If the number of leave requests in a department and/or division and/or work unit are submitted for the same period and the County cannot adequately cover the position with a substitute and the leaves requests create operational hardship, the County may delay the use of the leave and will work with the employee on when the leave can be taken within the designated time period. Protected leave (including, but not limited to, PDL, FMLA, CFRA) will be prioritized.

There will be a new PPL pay code for those eligible to use the leave; employees must designate their appropriately when using the leave.

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, Intellabera, 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.