JULY 1, 2023 – JUNE 30, 2026 LOS ANGELES COUNTY FAIR ASSOCIATION MASTER MAINTENANCE AGREEMENT

This AGREEMENT, and its schedules and Addendums, effective July 1, 2023, and made and entered into this 22 day of September, 2023 by an between **LOS ANGELES COUNTY FAIR ASSOCIATION**, who are signatory hereto, parties of the first part, hereinafter referred to as the EMPLOYER, and the **LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL**, the Southern California District Council of Laborers, Local 300; District Council of Painters No. 36 and its affiliated Local Union of the International Union of Painters and Allied Trades; Local Union No. 11 of the International Brotherhood of Electrical Workers, all affiliated with the AFL-CIO and Plumbers and Fitters, Local 398, who are signatory hereto parties of the second part, hereinafter referred to as the UNIONS.

I. UNION RECOGNITION AND WORK COVERAGE

- A. Each craft signatory hereto is recognized as the collective bargaining representative of its members who, on the date of this Agreement, have either on a daily or weekly basis routinely and consistently been assigned to perform maintenance bargaining unit work in one or more of the classifications contained in this Agreement.
- B. This Agreement is confined solely to unit maintenance work as defined in Section A above and specifically does not cover construction, re-construction, alteration, modification, remodeling or major repair projects except as provided in Article XIV, Section B.
- C. It is further agreed that the assignment or utilization of tools, equipment and workmen outside of the coverage of Section A above is exclusively a prerogative of the EMPLOYER.
- D. Should the EMPLOYER rent, lease or donate the racing facilities of Los Angeles County Fair Association to any individual, firm or organization the following conditions shall apply:
 - 1. There shall be no layoff of bargaining unit employees as a result of lease or rental.
 - 2. Tenants shall make no permanent improvements to the properties, unless such improvements are made subject to the terms and conditions of this Agreement.
 - If work customarily performed by members of the bargaining unit is subcontracted by the tenant, such work shall be performed in accordance with Article XIV of this Agreement.
 - 4. The EMPLOYER agrees to notify the Los Angeles/Orange Counties Building and Construction Trades Council ten (10) days prior to entering into a rental or lease agreement identifying the individual, firm or organization with whom an agreement is entered into.

The UNION may request a conference with the EMPLOYER. Any such conference shall be arranged by the Representative of the Los Angeles/Orange Counties Building and Construction Trades Council.

- Any necessary repairs or restoration of the facilities or grounds of the EMPLOYER
 following the use of the properties of the EMPLOYER after the rental, lease or donation
 of such properties shall not be subject to this Agreement.
- E. All "grandfathered" employees covered by this Agreement and its Addendums shall continue as such employees for the term of this Agreement or any successor Agreement.
- F. It is understood that the UNIONS do not at this time, nor will they during the term of this Agreement, claim jurisdiction over the following classes of employment: Employees outside of work covered in Section A of this Agreement, executives, superintendents, master mechanics, timekeepers, messenger boys, office workers, or any employees of the EMPLOYER above the rank of Foreman except as agreed to an set forth in this Agreement. In securing employees in the classifications contained herein, the EMPLOYER agree to the following procedure:

G.

- During the term of this Agreement, all employees covered by this Agreement who are members of the UNIONS and are in the employ of the EMPLOYER on the effective date of this Agreement shall remain members in good standing of the UNIONS during the term of this Agreement. There will be no discrimination on the part of the EMPLOYER against any employee, nor shall any employee be discharged by reason of any UNION activity not interfering with the proper performance of his work.
- 2. All employees covered by this Agreement performing work under Section A hereof, who are not members of the UNIONS on the effective date of this Agreement, or who are hereafter employed by the EMPLOYER shall become members of the respective UNION having recognized jurisdiction over their classification eight (8) days after their employment, or the effective date of this Agreement, whichever is later, and shall remain members of the UNION in good standing during the term of this Agreement.
- 3. Either party to this Agreement shall have the right to re-open negotiations pertaining to UNION security when the federal or state laws applicable thereto have been changed by giving the other party thirty (30) days written notice.

II. HIRING OF EMPLOYEES

- A. When employees are needed, the EMPLOYER shall notify the appropriate UNION of the number and classification of employees required. It shall be the responsibility of the UNIONS to supply the necessary employees required.
- B. It is recognized by all of the parties to this Agreement that each of the UNIONS signatory hereto will separately operate facilities for the dispatching of workmen to fill job vacancies and that none of the signatory UNIONS have any control over the dispatching practices or procedures of any other signatory UNIONS. In the event the UNIONS are unable to furnish the employees requested within forty-eight (48) hours, Saturdays, Sundays and holidays excluded, the EMPLOYER may secure the required employees from any other source. Such employees will be required to secure membership in the appropriate Union in accordance with Article I, Section G-1, of the Agreement.
- C. Therefore, it is mutually agreed by all parties that any and all liabilities which may arise with respect to the legality or propriety of the dispatching provisions of this Agreement or practices thereunder shall be deemed several and not joint and shall be limited to the particular UNION whether such liabilities arise from claims of individuals, government agencies or otherwise.

III. STRIKES - LOCKOUTS - JURISDICTIONAL DISPUTES

- A. That it is the intent and purpose of the parties hereto that all grievances or disputes arising between them over the interpretation or application of the terms of this Agreement, except jurisdictional disputes and subcontracting, shall be settled by the procedure set forth in Article V hereof, and that during the term of this Agreement the UNIONS, acting only as the bargaining unit representatives, signatory hereto shall not, during the term hereof, call or engage in, sanction or assist in a strike against or any slowdown or stoppage of work of the EMPLOYER, and each of them will require its bargaining unit members to perform their services for the EMPLOYER on the work described herein when required by said EMPLOYER to do so; and during the term of this Agreement EMPLOYER signatory to this Agreement shall not cause or permit any lockout of the bargaining unit members of the UNIONS signatory hereto on work described herein.
- B. That the UNIONS guarantee, during the term hereto, that there shall be no strikes, slowdowns, or stoppage of work occasioned by disputes between any of the bargaining unit members signatory hereto or any other employees working on the property of the EMPLOYER.

IV. CRAFT JURISDICTION AND ASSIGNMENT OF WORK

- A. The number of employees and the number of classifications of employees required to perform any operation covered by this Agreement shall be determined solely by the EMPLOYER.
- B. That because the EMPLOYER and the UNIONS recognize the necessity of eliminating restrictions on production and promoting efficiency, nothing shall be permitted that restricts production or increases the time required to do the work, and no limitations shall be placed upon the amount of work an employee shall perform, nor shall there be any restriction against the use of any kind of machinery, tools, or labor saving devices; provided, however, that no employee shall be required to work under any conditions that are injurious to his health or safety in conflict with a present, well-established custom regulating such use where the job is being performed.

V. PROCEDURE FOR SETTLEMENT OF GRIEVANCES AND DISPUTES

- A. The UNION steward, as defined in Section F of this Article, is to receive grievances or disputes from employee members of his UNION, and shall immediately report them to his Business Representative who shall immediately attempt to adjust said grievance or dispute with the EMPLOYER or their representatives.
- B. Such Business Representatives shall have access to the track during working hours for the purpose of adjusting grievances or disputes and shall make every reasonable effort to advise the EMPLOYER or their representatives of his presence on the project and shall not stop nor interfere with the work of any employee without the permission of the EMPLOYER or their representatives.
- C. All grievances or disputes between the UNION and the EMPLOYER with respect to the interpretation or application of any of the terms of this Agreement, including discharges, shall be processed in the following manner:
 - <u>Step 1.</u> All grievances regarding the interpretation or application of this Agreement shall be reduced to written form by the affected employee or the steward and presented to the department head, or his designated representative, within fifteen (15) working days of the occurrence which led to the filing of said grievance. The written grievance form shall specify the contract provisions which were violated and the solution requested.

<u>Step 2.</u> Within three (3) working days following the submission of the written grievance form, the employee and the UNION representative shall meet with the department head or his designated representative in an attempt to resolve such grievance. The results of this meeting shall be in writing and, if not resolved by the EMPLOYER and the UNION, the grievance shall be submitted to the Director of Human Resources within five (5) working days of said meeting.

<u>Step 3.</u> Within five (5) days, Saturday and Sunday excluded, of the receipt of the grievance form from Step 2, the Director of Human Resources shall schedule a meeting between the EMPLOYER representative and the Business Representative of the UNION. The results of this meeting, which shall be held within fourteen (14) days, shall be reduced to writing and forwarded to the UNION and the EMPLOYER. The UNION or the EMPLOYER, if not satisfied with the result of Step 3, shall, within fourteen (14) days following the receipt of the written response, request submission of the grievance to the arbitration procedure of this Article. If no formal request is made, then the grievance shall be considered resolved.

Any grievance filed by the UNION or the EMPLOYER shall be reduced to writing and submitted directly to Step 3.

Time limits, as outlined above, may be extended by mutual agreement of the parties.

If the time limit provided for in Step 2 above is not adhered to, then the grievance shall automatically be referred to Step 3 of this procedure.

- D. Any grievance submitted to the arbitration procedure of this Agreement shall be processed in accordance with the following procedures:
 - The representative of the Los Angeles/Orange Counties Building and Construction Trades
 Council and the Director of Human Resources shall endeavor to select a third party as
 arbitrator.
 - 2. If they fail to agree upon such third party within seven (7) days (excluding Saturday and Sunday), the UNION representative shall, within seven (7) days (excluding Saturday and Sunday), strike three (3) names from the following list in the following manner: The two (2) representatives shall determine by lot who shall eliminate the first name from the list and thereafter each shall in that order alternately eliminate until one (1) name remains which shall thereupon be accepted as the arbitrator. The list shall be named by the parties and listed below:
 - Howard Block
 - 2. Joseph Gentile
 - 3. Walter F. Daugherty
 - 4. Edna E. J. Francis
 - 5. Louis M. Zigman
 - 3. The arbitrator shall not modify, vary, change, add to, or remove any terms or conditions of this Agreement.
 - 4. The fee of the arbitrator and all necessary expenses of the hearing, including a stenographic reporter, if requested, shall be borne equally by and between the UNION and the EMPLOYER.

- 5. If the decision involves a matter in which a member has lost pay by reason of EMPLOYER action, and the decision is in favor of the employee and against the EMPLOYER, it shall be within the discretion of the arbitrator to award all, or any part of, or none of the pay so lost to the employee. If the decision involves reinstatement of employment in any manner, it shall take effect immediately. The arbitrator's decision shall be final and binding on both parties.
- When the Employer is properly notified in accordance with this Article VI that the UNION elects to proceed to arbitration, the EMPLOYER shall be obligated to respond within thirty (30) days.
- E. No jurisdictional disputes between the UNIONS signatory hereto or on whose behalf this Agreement is made or any other UNION shall be submitted for determination to the Joint Arbitration Committee or an arbiter. All eligible disputes or grievances arising out of the interpretation or application of any of the terms or conditions of this Agreement shall be submitted for determination and be determined by the procedure set forth in Article V, but the Joint Arbitration Committee or the arbiter, in determining any grievance or dispute, shall not have authority to modify, vary, change, add to, or remove any of the terms or the conditions of this Agreement.
- F. A UNION steward shall be a working employee, appointed by the UNIONS, who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his UNION duties as cannot be performed at other times. The UNIONS agree that such duties shall be performed as expeditiously as possible and the EMPLOYER agree to allow union stewards a reasonable amount of time for the performance of such duties. The UNIONS shall notify the EMPLOYER of the appointment of each UNION steward and the EMPLOYER, not less than two (2) full working days before laying off or discharging a UNION steward, shall notify the UNION of their intention of doing so. It is recognized by the EMPLOYER that the person appointed UNION steward remain on the job as long as there is work he is qualified to perform in his particular craft or trade. This shall not preclude the EMPLOYER from assigning overtime on a rotation basis. In no event shall the EMPLOYER discriminate against a UNION steward or lay him off or discharge him on account of any action taken by him in the proper performance of his UNION duties.

VI. FOREMAN

- A. The selection of the individual who will be craft foreman is at the sole discretion of the EMPLOYER. It is understood that a foreman shall be a member of his respective craft or trade and shall receive the foreman's wage rate as listed in the respective Addendum. Such foreman will, when requested by the EMPLOYER, work with the tools of the trade. It is understood that in certain cases, by reason of custom and practice established by the parties hereto, a foreman may supervise the work and members of more than one (1) UNION. If a dispute arises with respect to the application of this understanding, such dispute shall be determined according to the procedure set forth in Article V of this Agreement on the basis of such custom and practice.
- B. Except in cases of emergency, if any of the employees not covered by this Agreement as set forth in Section A of Article I, such as superintendents, assistant superintendents or master mechanics, shall act in the capacity of a foreman or work with the tools of a classification contained in the Addendums attached hereto, he shall be a member of the appropriate UNION having jurisdiction over said classification.

C. Nothing in this Article shall preclude the management supervisors from communicating directly with the employees under their supervision. This Article shall not be used to displace or replace the crew foreman.

VII. WAGES

- A. It is agreed that the wage scales and existing fringe benefits listed in Addendums A, B, C and D attached hereto shall become effective on the date set forth in each attached Addendum.
- B. Should any employee be unable to complete his day's employment by reason of industrial illness or injury, which disability shall commence following the commencement of the day's work or who requires medical attention by reason of industrial injury or illness which need for medical attention occurs after the commencement of the day's work, such employee shall be entitled to full pay for the balance of the day and for time lost for subsequent visitations to the doctor during the day while employed on the job by the same EMPLOYER when he suffered said injury or illness provided such treatment cannot be received outside of working hours. Pay for such time lost for visitations to the doctor will be made only upon the employee's presentation to the EMPLOYER of a certificate from the attending physician.
- C. The UNIONS may at their discretion, upon sixty (60) days written notice to the EMPLOYER prior to the effective dates, allocate increases if any to hourly wage rates and/or existing fringe benefits.

VIII. HOURS OF WORK

- A. Eight (8) consecutive hours per day, exclusive of meal period, shall constitute a standard day between the hours of 6:00 A.M. and 6:00 P.M. Forty (40) hours shall constitute a week's work, Monday through Sunday inclusive. Time worked in excess of eight (8) hours per day, forty (40) hours per week or on the employee's sixth (6th) day of work in the workweek, shall be paid at time and one-half (I-I/2) the regular straight-time rate of pay.
 - Double the straight-time rate of pay shall be paid to all employees who perform work on their seventh (7th) day of work in the workweek. Double the straight-time rate of pay shall not otherwise be available to employees.
- B. Starting times shall be at the discretion of the EMPLOYER and once established can only be altered by the giving of seventy-two (72) hours' notice to the employee involved and their UNION, except in an emergency situation or because of a factor beyond the control of the EMPLOYER. Nothing in this Section shall prohibit the EMPLOYER from staggering starting times within a classification.
- C. Work shifts shall be established in accordance with the operating requirements of the EMPLOYER and shall commence on the half hour.
 - Any scheduled shift starting between the hours of 2:00 P.M. and 4:00 A.M. shall be considered a "alternative shift" and shall be paid at a shift premium of \$3.00 per hour in addition to the regular straight time rate.

IX. OVERTIME RATES

The EMPLOYER shall distribute the overtime hours equally among all regular employees, excluding foremen, in their respective crafts.

X. INFECTIOUS DISEASE HAZARD PAY

A hazard condition differential of \$3.00 per hour in addition to the Employees' current rate of pay, shall be paid to employees who are required to work under conditions which put them at increased risk for either infection with COVID-19 or infection during a declared County, State, Federal or Civil, state of emergency with respect to aerosol transmissible diseases as that termed is defined by applicable Cal OSHA regulations.

Infectious Disease Hazard Pay shall apply to hours when the employee is actually performing in such hazardous conditions. However, such pay shall be no less than one hours' pay and thereafter shall be calculated in half hour increments. Any partial half hour worked shall be credited as a full half hour increment. For the purposes of calculating total hours worked during shifts involving Infectious Disease Hazard Pay, Infectious Disease Hazard Pay hours worked shall not be counted in addition to straight rate hours worked.

XI. HOLIDAYS

- A. Federally recognized paid holidays shall be New Year's Day, Presidents' Day, Caesar Chavez Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and Day after Christmas, regardless of the day of the week on which they may fall. When the holiday falls on Sunday, the Monday following shall be observed as the Holiday.
- B. Holiday pay shall be defined as eight (8) hours pay at regular straight-time pay.
- C. Employees required to work on any of the designated holidays shall receive straight-time pay for the hours actually worked in addition to the holiday pay.
- D. Employees must qualify for holiday pay by working the last scheduled working day before the holiday and the first scheduled working day after, unless excused for valid reasons.
- E. Employees who are not required to work on any of the recognized Holidays and who have completed a minimum of thirty (30) consecutive days of work prior to the holiday, shall receive Holiday pay as defined in B above.

XII. BEREAVEMENT LEAVE

All non-probationary employees shall receive up to three (3) days bereavement pay at his/her regular classification daily rate when a death occurs in his/her immediate family, provided that the EMPLOYER may request verification of such loss and that the employee was normally scheduled to work each of the three (3) days set forth above. Immediate family, as contained herein, is defined as spouse, mother, father, grandmother, grandfather, sister, brother, child, mother-in-law, father-in-law, or registered domestic partner.

XIII. JURY DUTY

The EMPLOYER agrees to provide up to ten (10) days of pay per year as may be required in the performance of Jury Duty. Proof of attendance will be required.

XIV. CHILD DEVELOPMENT CENTER

Employees working in the classifications contained herein will be eligible to participate in the employee discount program at the Child Development Center. (Currently Twenty-Five Percent (25%)).

XV. SUBCONTRACTING

- A. Unit work routinely performed by signatory UNIONS hereto if subcontracted will be done by UNION contractors under the terms of their appropriate labor agreement but at no less wage rates than contained in this Collective Bargaining Agreement.
- B. Should the EMPLOYER decide to utilize their employees to do any construction, re-construction, alteration, modification, remodeling or major repair project these employees shall receive all of the wages, fringe benefits and conditions of this Agreement.
- C. The EMPLOYER shall continue to have the right to subcontract where such work is necessary to obtain or maintain a legitimate warranty.
- D. All contracting and subcontracting that is not covered by Article I, A, will not be subject to this Agreement and the EMPLOYER is free to make whatever arrangement necessary.
- E. The EMPLOYER and the UNIONS agree that this Agreement shall not apply to non-racing improvements or operations, including but not limited to any development of sporting, gaming, recreational, shopping centers, residential, commercial, building or construction work of any nature including the maintenance of such facilities. However, the EMPLOYER and the UNIONS agree to support the utilization of "Project Labor Agreements" for such developments. In the event an Employer contracts any construction or re-construction work, the Employer shall notify the Director of Human Resources who shall notify the Building Trades Council Representative of the project prior to the project being bid.

XVI. UNIFORMS - CARE

When an employee is required to wear a specified type of uniform or article of dress, it shall be furnished and the cost of laundering or cleaning shall be paid for by the EMPLOYER.

EMPLOYER will provide an annual Boot/Shoe allowance of Seventy-Five Dollars (\$75.00).

A supply of suitable rain gear shall be maintained at all times by the EMPLOYER. Employees who turn in worn out or defective rain gear will have such gear replaced with suitable, undamaged gear.

XVII. SAFETY AND HEALTH

A. The EMPLOYER agrees to abide by all the local, state and federal health, safety and sanitary regulations, and in the event that there are any conditions which may be or tend to be detrimental to the employee's health or safety, it is agreed that the employees shall not be required to work under such conditions. Safety meetings shall be held monthly or upon special call or as required by law, and written minutes shall be kept by the EMPLOYER for at least three

years of all such meetings and the UNION shall be provided copies of such minutes. It shall not be considered a violation of this agreement for an employee to refuse to submit himself to an unreasonable risk of harm.

The parties to this Agreement recognize Industrial Wage Order 10-2001. Any dispute or grievance arising from this wage order shall be processed under and in accordance with Article V, Procedure for Settlement of Grievance and Disputes of this Agreement.

Convenient, safe and adequate parking shall be provided for all employees.

XVIII. BENEFITS AND OTHER NEGOTIATED FUNDS

- A. The EMPLOYER shall pay into each respective UNIONS' Benefit Funds as set forth in each Addendum attached hereto.
- B. The participation of the EMPLOYER in said Funds and Trusts shall be for the duration of this Agreement or any renewal or extension thereof.

XIX. TERM, TERMINATION AND RENEWAL

- A. That the term of this Agreement shall commence on the 1st day of July, 2021, and continue until the 30th day of June, 2023 and thereafter for additional periods of one (1) year, unless sixty (60) days prior to June 30, 2023 or the end of any subsequent yearly period, any of the UNIONS or the EMPLOYER, parties to this Agreement, shall have given written notice to the other party to this Agreement, of its intention to open said Agreement to modify, amend or negotiate changes provided; however, if no agreement is reached on or before June 30, 2023 or the end of any subsequent yearly period, any party signatory hereto may thereafter give written notice to the other party of its intention to terminate the Agreement not less than fifteen (15) days after the date of said notice. Regardless of the giving of such notice of intention to terminate, the parties shall continue to negotiate until agreement is reached or until the Agreement has been terminated by the giving of a prior written final notice of termination.
- B. <u>NOTICES.</u> Except as otherwise expressly provided in this Agreement, notices permitted or required to be served on the EMPLOYER or UNIONS under the terms of this Agreement, shall be deemed to be sufficiently served when (1) mailed postage pre-paid, certified mail, return receipt requested; or (2) telegraphed (personal delivery) to the EMPLOYER and to the Executive Secretary of the Los Angeles/Orange Counties Building and Construction Trades Council, and to all of the Local Unions and Craft Councils signatory to this Agreement.
- C. It is understood that this Agreement can be opened for modification, amendment and/or termination by any signatory UNION for itself, independent of any other signatory UNION, UNIONS, Council or Councils that are signatory hereto.

XX. RAINY DAY, SHOW-UP AND CALL BACK PROVISIONS

- A. The following schedule shall be adhered to for show-up time, back pay and rainy days:
 - 1. Two (2) hours when not put to work. Four (4) hours if worked less than four (4) hours. Actual pay over four (4) hours of work.
 - 2. Show-up pay shall apply unless the employee has been notified before the end of his last preceding shift not to report or the EMPLOYER has notified the employee prior to

- leaving home not to report. Show-up time shall be paid at the applicable rate of the employee's classification.
- 3. Employees called back to work after completing their regular day's work shall be paid four (4) hour pay at the UNION overtime rate of pay.

XXI. GENERAL SAVINGS CLAUSE

- A. It is not the intent of either party hereto to violate any laws or any regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement and the parties hereto agree that in the event any provisions of this Agreement are held or constituted to be void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement.
- B. Upon an administrative agency or court final determination that a provision of this Agreement is in violation of the law, either party may declare that provision as void and the EMPLOYER and UNIONS shall meet and negotiate new terms and conditions to be substituted and in the event the UNIONS and the EMPLOYER cannot agree upon new terms and conditions concerning such provisions within sixty (60) days, the dispute shall be referred to the Arbitration Procedure of this Agreement. The Arbitration Procedure shall have the right to change the terms of the Agreement concerning this type of dispute only.

XXII. DISCRIMINATION CLAUSE

- A. There shall be no discrimination by the UNION or the EMPLOYER of any kind against any applicant or employee on account of race, color, religion, sex, age or national origin under applicable federal and state law.
- B. The EMPLOYER and the UNION shall make a good faith effort for the EMPLOYER to be an equal opportunity EMPLOYER.
- C. The masculine gender as used in this Agreement shall be deemed to include the feminine gender.

XXIII. ADDENDUMS AND SCHEDULES

It is agreed that Addendums to this Agreement may be entered into by the EMPLOYER and the UNIONS in which event the Addendum shall supersede and be valid and binding for the duration of this Agreement.

MASTER MAINTENANCE AGREEMENT AND ADDENDUMS SIGNATURE PAGE

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

LOS ANGELES COUNTY FAIR ASSOCIATION, INC.
BY Genera Moody (ld County Fair Assn.)
DATE
LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL
BY The War
DATE 6/24/2025
LABORERS, LOCAL 300
BY SEKALO KUSLON ROSSORICIFEED
DATE
PLUMBERS AND FITTERS, LOCAL 398
BY William Stream by William Stream S
DATE
PAINTERS AND ALLIED TRADES DISTRICT COUNCIL 36
BY Mario Sauthupo Mario Sauthupo
DATE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 11 BY BY
DATE

SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

BY_	Jou Privado			
	CONTRACTOR OF THE STATE OF THE	6/13/2025		
	DATE_			

SCHEDULE "A"

LABORERS, LOCAL 300

The hourly wage rates listed below shall be effective on the dates indicated on all maintenance work in accordance with Article I, A. of the Master Maintenance Agreement when such work has routinely and continuously been done daily or weekly in a specific work operation in a given area. e.g.. Dirt Tracks, Turf Track, Backside, Landscape, Grandstand Interior/Exterior, Storage, Parking, Work Repair Area, RV Park, Trailer Park or Barrett's Arena.

SCOPE OF WORK

Maintenance of flowers/shrubs/plants/hedges/trees

Mowing of all grass area

Regular fertilization of plants, lawns, trees, shrubs and hedges

Fumigation

Trash pick-up, cleaning, and blowing around buildings, parking lots, fence lines, roadways, walkways and stable area

Clean roof gutters in Stable area and gutters at grade/grease traps

Straw leveling on trucks

Concrete/masonry, forming and finishing, as required

Repair/maintenance of exterior masonry tile

Asphalt patching

Grading and excavation by hand

Soft demolition (excluding heavy equipment)

Trimming and removal of trees under fifteen (15) feet

Setup and breakdown bleachers, chairs, tables, portable bathrooms, furniture, tarps (excludes EPS and outside vendors, promoters, and designers)

Event setup as necessary

Erect green fencing owned by LACF

Install pavers and other rock scape

Backfill as necessary using tampers and compactors

Operation of pressure washer on outside picnic tables and non-vehicular exterior items

Operation of sweeper trucks, trash trucks, and water trucks, as needed

Plaster patching

WAGE RATES

	EFFECTIVE:		
Classification	7/1/23		
Laborer, Maintenance	\$28.93		
Landscape, Journeyman	\$31.90		
Landscape, Tender*	\$20.59		
Grounds Clean up	\$21.65		

The Union and Employer agree that the hourly wage rates for the Tender and Clean-up classification may be reviewed on an annual basis.

Schedule A (continued) – Los Angeles County Fair – Laborers FRINGE BENEFIT CONTRIBUTIONS RATES

Effective: July 1, 2023

Health and Welfare	\$6.00
Pension	\$5.75
Vacation (Sup. Dues \$1.35)	\$3.05
Organizing	\$0.05

^{*}Landscape Tenders shall become eligible for Health and Welfare benefits, as described below, upon six months of employment. Thereafter, there shall be a \$.50 increase each subsequent six months of employment to an amount that shall not exceed the rate of the Grounds Clean-up classification. Landscape Tenders may only be employed on no more than a 50/50 ratio with Landscape Journeyman, with the first employee on the job being a Landscape Journeyman. It is also agreed that for short-term projects of thirty (30) days or less, the first four (4) Landscape employees assigned to the project may be on a ratio of three (3) Landscape Tenders for one (1) Landscape.

Future Increases:

July 1, 2024: **\$2.50** to be allocated by the Union July 1, 2025: **\$2.50** to be allocated by the Union

HEALTH AND WELFARE

- A. The Employer hereby agrees to pay into the Laborer's Health and Welfare Trust Fund for Southern California the sum designated in this Attachment A of this agreement for each hour worked or paid for on all classifications contained in this Schedule A.
- B. **Trustees.** The Employer approves and consents to the appointment of the Trustees heretofore or hereafter appointed as Management Trustees to said Trust Fund and further ratifies confirms, and consents to all acts theretofore taken in the operation and administration of said Trust by the joint Trustees, its Agents, Representatives, and Employees.
- ** Temporary Grounds Clean-up (non-Fair Season) refers to employees performing clean-up work directly related to and immediately after a trade show or exhibition; these employees are temporary employees who may be employed for no more than ten (10) days in any calendar month. Any additional days worked by these employees shall be by mutual consent of the Employer and the Union.

Permit employees (Grounds clean-up for the Fair Season and Temporary Grounds clean-up for the non-Fair Season), and Landscape Tenders shall not be eligible for the above benefits.

*** Upon written notice to the Los Angeles County Fair Association at least sixty (60) days prior to July 1 of any year, the Union may allocate all or a portion of the future increases to (1) Hourly wage rate; (2) Health and Welfare; (3) Pension; (4) Any combination thereof.

Schedule A (continued) - Los Angeles County Fair - Laborers

FOREMAN

Foremen shall receive 10% per hour above the hourly wage of the highest compensated Journey level Employee of the Foreman's respective craft or trade.

HIRING PROVISION

A. <u>Dispatch Procedure:</u>

The Union shall maintain an out-of-work list of workers available for employment, from which the employer must obtain all employees with the exception of Temporary Ground Clean-up Employees who must first secure a working permit from the Union. Workers shall be dispatched in accordance with the dispatch procedure contained in the Laborers' Union Master Labor Agreement in effect at the time of dispatch. All non-permit employees shall become and remain a member of the Union no later than thirty (30) days after their employment if performing non-construction work and no later than eight (8) days after employment if performing construction work.

B. Grounds Clean-up (Fair Season):

The Union shall maintain an out-of-work list of workers available for grounds clean-up employment during the Fair Season, from which the Employer may select by name from the list up to thirty (30) additional persons. All other persons dispatched to the Employer shall be dispatched in order of their placement on the list. The worker shall first secure a working permit from the Union.

The Employer and the Union mutually agree that a seniority list shall be established for the above named employees and all lay-offs and recalls shall be in accordance with seniority provided that the senior employee can perform the work required.

Los Angeles County Fair Association — Docusigned by:	LABORER	RS, LOCAL 300	
By Geneva Moody Ud County Fair assn.)	Ву	Doou's igned by: SEKGIP KASCON SUNCOUTED FARES.	
Date	Date	7/21/2025	
Southern District Council of Laborers			
Ву			
Date			

Schedule A (continued) - Los Angeles County Fair - Laborers

FOREMAN

Foremen shall receive 10% per hour above the hourly wage of the highest compensated Journey level Employee of the Foreman's respective craft or trade.

HIRING PROVISION

A. Dispatch Procedure:

The Union shall maintain an out-of-work list of workers available for employment, from which the employer must obtain all employees with the exception of Temporary Ground Clean-up Employees who must first secure a working permit from the Union. Workers shall be dispatched in accordance with the dispatch procedure contained in the Laborers' Union Master Labor Agreement in effect at the time of dispatch. All non-permit employees shall become and remain a member of the Union no later than thirty (30) days after their employment if performing non-construction work and no later than eight (8) days after employment if performing construction work.

B. <u>Grounds Clean-up (Fair Season):</u>

The Union shall maintain an out-of-work list of workers available for grounds clean-up employment during the Fair Season, from which the Employer may select by name from the list up to thirty (30) additional persons. All other persons dispatched to the Employer shall be dispatched in order of their placement on the list. The worker shall first secure a working permit from the Union.

The Employer and the Union mutually agree that a seniority list shall be established for the above named employees and all lay-offs and recalls shall be in accordance with seniority provided that the senior employee can perform the work required.

Los Angeles County Fair Association	LABORERS, LOCAL 300	
Ву	Ву	
Date	Date	
Southern District Council of Laborers —DocuSigned by:		
By Jon Priciado		
Date		

SCHEDULE "B"

LOCAL UNION 11 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

The hourly wage rates listed below shall be effective on the dates indicated on all maintenance work in accordance with Article I, A. of the Master Maintenance Agreement when such work has routinely and continuously ben done daily or weekly in a specific work operation ibn a given area, e.g., Dirt Tracks, Turf Track, Backside, Landscape, Grandstand Interior/Exterior, Storage, Parking, Work Repair Area, RV Park, Trailer Park or Barretts Arena.

SCOPE OF WORK

Repair and maintenance of all existing electrical fixtures, equipment, conduits, and raceways.

Excluding: Elevators, escalators, HVAC, refrigeration, video totalizator, computer equipment, and telephone.

All work to ensure continuity of power and signal to all fixtures and equipment.

Including: Elevators, escalators, HVAC, refrigeration, video totalizator, computer equipment, and closed-circuit television distribution systems.

Maintain starting gate electrical systems.

Maintain track-timing system.

Maintain fire/life safety system.

Replacement of light bulbs and fluorescent tubes on a daily or weekly basis shall be the primary responsibility of the Electrician with the understanding that other employees may perform the function on an occasional basis.

WAGE RATES

\$4.75 to allocated		Eff. 7/1/2023
Foreman	\$39.72	
Maintenance Electrician	\$30.95	
	Fringes	
Employer	Current	Employee
3%	NEBF	0%
\$11.47	Pension	\$0.00
\$0.20	Training	\$0.20
\$12.11	Health	\$0.00
\$0.00	Credit Union	12%

\$2.50 to be allocated		Eff. 7/1/2024
Foreman	\$40.77	
Maintenance Electrician	\$32.00	
	Fringes	
Employer	Current	Employee
3%	NEBF	0%
\$11.97	Pension	\$0.00
\$0.20	Training	\$0.20
\$13.06	Health	\$0.00
\$0.00	Credit Union	12%

\$2.50 to be allocated		Eff. 7/1/2025
Foreman	\$	
Maintenance Electrician	\$	
	Fringes	
Employer	Current	Employee
	NEBF	
	Pension	
	Training	
	Health	
	Credit Union	

LOS ANGELES COUNTY FAIR ASSOCIATIO	יונ
------------------------------------	-----

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 11

	11		
By Genera Moody Ul County Fair Ussn.)	Ву	Docardigmed by: AD Cac -(1AF AEF (F 1746).	
Date	Date	7/1/2025	

SCHEDULE "C"

PAINTERS AND ALLIED TRADES DISTRICT COUNCIL NO. 36

The hourly wage rates listed below shall be effective on dates indicated on all maintenance work in accordance with Article I, A of the Los Angeles County Fair Association Master Maintenance Agreement when such work has routinely and continuously been done daily or weekly in specific work operation in a given area, e.g., Dirt Tracks, Turf Track, Backside, Landscape, Grandstand Interior/Exterior, Storage, Parking, Work or Repair Area.

SCOPE OF WORK

All maintenance painting that may include the interior and exterior of the Employer's buildings including furnishings, benches, fences, and railing, excluding major projects in excess of fifty thousand dollars (\$50,000).

WAGE RATES

	July 1, 2023	July 1, 2024	July 1, 2025
Foreman	\$35.30	\$37.50	\$39.70
Working Dues	\$1.35	\$1.43	\$1,53
IUPAT Admin Dues	\$0.10	\$0.10	\$0.10
Painter	\$32.09	\$34.09	\$36.09
Working Dues IUPAT Admin Dues	\$1.24 \$0.10	\$1.31 \$0.10	\$1.40 \$0.10

FRINGE BENEFIT CONTRIBUTION RATES

	July 1, 2023	July 1, 2024	July 1, 2025
Vacation	\$2.31	\$2.31	\$2.81
Health and Welfare	\$8.50	\$8.75	\$8.75
Pension	\$5.22	\$5.47	\$5.47
Apprenticeship	\$0.34	\$0.34	\$0.34
Total Fringe Benefits	\$16.37	\$16.87	\$17.37

Mandatory IUPAT Pension Language

"On January 14, 2022, the Pension Fund elected to enter "Red Zone" status, requiring the adoption of a Rehabilitation Plan. The Rehabilitation Plan provides bargaining parties the opportunity to elect between two proposed "alternate schedules" of contributions and benefits or to accept the Rehabilitation Plan's Default Schedule. The parties to this Agreement hereby elect "Alternate Schedule 2" and adopt the following required increases to hourly Pension Fund contributions:

Effective July 1, 2023, there shall be an increase of eighteen percent (18%) above the existing hourly contribution rate, seventy-five cents (\$0.75) per hour, which brings the pension contribution total to five dollars and twenty-two cents (\$5.22) per hour.

Effective July 1, 2024, there shall be an increase of four-point eight percent (4.8%) above the existing hourly contribution rate, twenty-five cents (\$0.25) per hour, which brings the pension contribution to five dollars and forty-seven cents (\$5.47) per hour to meet the "Alternate Schedule 2" requirements by December 31, 2024."

WAGE RATE INCLUDED WORKING DUES AND IUPAT ADMINISTRATIVE DUES

Any Employer covered by the provisions of this Agreement hereby agrees to deduct from the wages of an employee employed by such Employer, during the term of this Agreement, Working Dues in a sum equal to three point six percent (3.6%) effective November 1, 2018 of the gross taxable wage rate multiplied by the number of hours worked in any given payroll period and will remit such sums to the Painters and Allied Trades District Council No. 36, provided the employees in question have signed a valid authorization card authorizing such deduction. In the event of any change in the amount of working dues, the Employer shall be given thirty (30) days' notice prior to altering that amount.

Per the Constitution of the International Union of Painters and Allied Trades, Employers agree to deduct ten cents (\$0.10) per hour from wages for every hour worked to the IUPAT Administrative dues. In the event of any change in the amount of the IUPAT Administrative Dues, the Employer shall be given thirty (30) days' notice prior to altering that amount.

LOS ANGELES COUNTY FAIR ASSOCIATION	PAINTERS DISTRICT COUNCIL 36			
By Genera Moody Cld County Fair Ussn.) 2231CD4A59DC4OC	Ву	Mario Santago		
Date	Date	/1/2025		

SCHEDULE "D"

PLUMBERS, LOCAL 398

The hourly wage rates listed below shall be effective on the dates indicated on all maintenance work in accordance with Article I, A. of the Master Maintenance Agreement when such work has routinely and continuously been done daily or weekly in a specific work operation in a given area, e.g., Dirt Tracks, Turf Track, Backside, Landscape, Grandstand Interior/Exterior, Storage, Parking, Work Repair Area, RV Park, Trailer Park or Barretts Arena.

SCOPE OF WORK

Repair, maintain and replacement of all plumbing fixtures on the Employer's property. All piping and related functions that have been historically and routinely performed by the plumbers in the past with accordance with Article I, A.

WAGES & FRINGE BENNEFITS July 1, 2023 - June 30, 2024

					Monte						TOTAL	
CLASS	WAGE	V&H	DUES DED'T	UA ORG	TOTAL TAXABLE	PENS	NAT'L PENS	UA TRAIN	RET X-MAS	H&W	TOTAL NON TAX	TOTAL PACKAGE
JOURNEYMAN	40.87	2.50	(0.74)	(0.10)	43.37	5.70	3.00	0.10*	0.55	8.21****	17.56	\$60,93
PLUMBER MAINT.	36.25	2.50	(0.74)	(0.10)	38.75	5,70	3.00	0,10*	0.55	8.21****	17.56	\$56.31
FOREMEN	44.96	2.50	(0.74)	(0.10)	47.46	5.70	3.00	0.10*	0.55	8.21****	17.56	\$65.02
				Ju	ly 1, 2024	June 3	0, 2025					
CLASS	WAGE	V&H	DUES DED'T	UA ORG	TOTAL TAXABLE	PENS	NAT'L PENS	UA TRAIN	RET X-MAS	H&W	TOTAL NON TAX	TOTAL PACKAGE
OURNEYMAN	43.37	2.50	(0.74)	(0.10)	45.87	5.70	3.00	0.10*	0.55	8.21****	17.56	\$63.43
LUMBER MAINT,	38.75	2.50	(0.74)	(0.10)	41.25	5.70	3.00	0.10*	0.55	8.21 ****		\$58.81
FOREMEN	47.71	2.50	(0.74)	(0.10)	50.21	5.70	3.00	0.10*	0.55	8.21 ****	17.56	\$67.77
				Ju	ly 1, 2025 -	June 3	0, 2026					
CLASS	WAGE	V&H	DUES DED'T	UA ORG	TOTAL TAXABLE	PENS	NAT'L PENS	UA TRAIN	RET X-MAS	H&W	TOTAL NON TAX	TOTAL PACKAGE
IOURNEYMAN	45.87	2.50	(0.74)	(0.10)	48.37	5.70	3.00	0.10*	0.55	8.21 ****		\$65.93
LUMBER MAINT.	41.25	2.50	(0.74)	(0.10)	46.25	5.70	3.00	0.10*	0.55	8.21 ****	17.56	\$58.81
FOREMEN	50.46	2.50	(0.74)	(0.10)	52.96	5.70	3.00	0.10*	0.55	8.21 ****	17.56	\$70.52

Schedule D (continued) - Los Angeles County Fair - Plumbers

INFECTIOUS DISEASE HAZARD PAY

A hazard condition differential of \$3.00 per hour in addition to the Employees' current rate of pay, shall be paid to employees who are required to work under conditions which put them at increased risk for either infection with COVID-19 or infection during a declared County, State, Federal or Civil, state of emergency with respect to aerosol transmissible diseases as that termed is defined by applicable Cal OSHA regulations. Infectious Disease Hazard Pay shall apply to hours when the employee is actually performing in such hazardous conditions. However, such pay shall be no less than one hours' pay and thereafter shall be calculated in half hour increments. Any partial half hour worked shall be credited as a full half hour increment. For the purposes of calculating total hours worked during shifts involving Infectious Disease Hazard Pay, Infectious Disease Hazard Pay hours worked shall not be counted in addition to straight rate hours worked.

C. Work shifts shall be established in accordance with the operating requirements of the EMPLOYER and shall commence on the half hour.

Any scheduled shift starting between the hours of 2:00 P.M. and 4:00 A.M. shall be considered a "alternative shift" and shall be paid at a shift premium of \$3.00 per hour in addition to the regular straight time rate.

* Contributions for the UA Training Fund are submitted on the monthly reporting form for the Plumbers and Pipefitters National Pension Fund.

V&H Contributions on all overtime paid at time and one half.

Effective July 1, 2010 if authorized with an employee signature card, the employee's vacation and holiday will be reduced by \$0.05 per hour and this amount will be forwarded to the United Association Political Education Fund.

Effective July 1, 2007 if authorized with an employee signature card, the employee's vacation and holiday will be reduced by \$0.01 per hour and this amount will be forwarded to the District Council 16 Political Education Fund.

***District Council Dues Check-Off of \$0.74 dues for all classifications.

****H&W shall be \$7.61 to medical, \$0.60 to Retiree medical

Los Angeles County Fair Association	PLUMBERS, LOCAL 398		
By Genera Moody (ld County Fair Assn.)	By William Striner		
Date	Date		

INDEX

LOS ANGELES COUNTY FAIR ASSOCIATION MASTER MAINTENANCE AGREEMENT

I,	UNION RECOGNITION AND WORK COVERAGE
II.	HIRING OF EMPLOYEES
III.	STRIKES - LOCKOUTS - JURISDICTIONAL DISPUTES
IV.	CRAFT JURISDICTION AND ASSIGNMENT OF WORK
v,	PROCEDURE FOR SETTLEMENT OF GRIEVANCES AND DISPUTES
VI,	FOREMAN.
VII.	<u>wages</u>
VIII.	HOURS OF WORK
IX.	OVERTIME RATES
х.	INFECTIOUS DISEASE HAZARD PAY
<u>HOLIC</u>	<u>DAYS</u>
XI.	BEREAVEMENT LEAVE
XII.	JURY DUTY
XIII.	CHILD DEVELOPMENT CENTER.
XIV.	SUBCONTRACTING
XV.	<u>UNIFORMS - CARE</u>
XVI.	SAFETY AND HEALTH
XVII.	BENEFITS AND OTHER NEGOTIATED FUNDS
XVIII.	TERM, TERMINATION AND RENEWAL
XIX.	RAINY DAY, SHOW-UP AND CALL BACK PROVISIONS
XX.	GENERAL SAVINGS CLAUSE
XXI. I	DISCRIMINATION CLAUSE

XXII.	ADDENDUMS AND SCHEDULES
SCHED	DULE "A"
ILAB	ORERS, LOCAL 30013
SCHED	DULE "B"
INTI	ERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1116
SCHED	DULE "C"
PAIT	NTERS DISTRIST COUNCIL NO. 3618
	DULE "D"
PILIU	MBERS, LOCAL 39820
SIGNIA	TIPEDACE

