

LABORERS' AGREEMENT

THIS LABORERS' AGREEMENT ("Agreement") made and entered into this 1st day of March 2019, by and between the NATIONAL ORANGE SHOW, a non-profit Public Benefit corporation, incorporated under the laws of the State of California, hereinafter referred to as the "Employer," and the SAN BERNARDINO CENTRAL LABOR COUNCIL, AFL-CIO, and the BUILDING TRADES COUNCIL OF SAN BERNARDINO AND RIVERSIDE COUNTIES, AFL-CIO, and SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS, and its affiliated LOCAL UNION NO. 783, SAN BERNARDINO, hereinafter referred to as the "Union," shall cover all the work coming under the jurisdiction of the Laborers' International Union of North America, AFL-CIO.

This Agreement pertains to and covers all the work done by the Laborers at the National Orange Show building maintenance department.

1. MANAGEMENT PREROGATIVES

The Union acknowledges that all rights and prerogatives of management which the Employer had prior to the execution of the original Agreement are retained solely and exclusively by the Employer, without limitation, except as specifically modified by the express terms of this Agreement, including, but not limited to: the right to maintain order, discipline and efficiency; the right to make, initiate, alter and enforce reasonable employee rules, regulations, policies and practices; the right to discipline and discharge employees for good cause; the right to select, hire, train, direct and control the working force and employees; the right to transfer within classification, assign, promote, demote, classify, reclassify, layoff, recall, replace and suspend employees; the right to introduce new and eliminate or change existing equipment, machinery, services or processes; the right to make studies of workloads and institute changes in

the work loads and job assignments; the right to plan, direct and control operations; the right to determine the location and extent of its operations and their commencement, expansion, curtailment or discontinuance in whole or in part; the right to control productivity; the right to determine the schedule of production; the right to determine the job contents and requirements of any job or classification; the right to determine the number and qualifications of employees needed by the Employer at any time and the number of qualifications of employees who shall operate on any given job, operation or unit of equipment; the right to maintain or establish standards of quality and quantity to be maintained. The above enumeration of the Employer's rights shall not be a limitation on the Employer's rights to manage the enterprise and its business without interference, which rights are solely and exclusively the rights of the Employer, and the continuance or discontinuance of any past practice or benefit not enumerated in this Agreement is vested solely in the discretion of the Employer. Provided that the above mentioned does not conflict with any Article or Section of this Agreement.

2. **EMPLOYER RULES**

All employees shall comply with all of the rules and regulations of the Employer as outlined in the Employee Handbook, and shall be subject to disciplinary action including termination of employment for any violation thereof. The Employer's rules and regulations and any changes or additions shall be reduced to writing and submitted to the Union if they involve any disciplinary action. Provided that the above mentioned does not conflict with any Article or Section of this Agreement.

3. **WAGE RATE**

A. **Co – Foreman / Foreman:** (If so designated) Per Exhibit "A," shall receive the following wages:

Co-Foreman / Foreman

Co-Foreman / Foreman

Effective
03/01/2019
\$28.65 per hour

Effective
03/01/2020
\$29.40 per hour

B. **Lead Man:** Per Exhibit “B,” shall receive not less than one dollar (\$1.00) per hour more than the hourly rate of the highest classification over which he has leadership.

4. **CLASSIFICATION**

A. **Maintenance Man –A**

Five (5)-full-time positions

Hourly Wage Rate Increases	
Effective	Effective
03/1/19	3/1/20
\$0.90	\$0.75

The scope of work for the Employer’s Maintenance Man -A is as follows: working knowledge of painting, carpentry, plumbing, electrical worker (minor), landscaping, mechanical and equipment repair, operating equipment which the Employer uses and has in operation, masonry, setting up and cleaning up facilities for events.

B. **Maintenance Man -B**

If needed outside of Fair Time, The NOS may employ one Part-time employee for a period not to exceed 12 months. Employee must be laid off equal to the time worked not to exceed one (1) year.

Hourly Wage Rate	
Effective	Effective
03/1/19	03/01/20
\$15.40	\$16.15

(This Proposal of Wages is retroactive to March 1, 2019 and are a minimum wage rate)

C. **Non-Bargaining Unit Employees:** The Employer shall have the right to assign non-unit employees to set up and take down tables and chairs for all banquet functions.

5. **SHIFTS**

The Employer will determine shifts of all workers covered in this Agreement. The Employer will use the following guidelines to determine shifts for employees.

A. All time worked in excess of eight (8) hours per day, exclusive of the lunch period, will constitute overtime at the rate of one and one-half times the hourly rate. All time worked in excess of forty (40) hours per week, exclusive of lunch periods, will constitute overtime at the rate of one and one-half times the hourly rate.

B. The Employer may not schedule laborers to work prior to 5:00 a.m. and after midnight 12:00 a.m., without compensating them at one and one-half times the hourly wage, regardless of the total hours worked, if these laborers are receiving Classification A rates. At least two (2) full time Classification A employees will be assigned to the 8:00 a.m. to 4:30 p.m. shifts, Monday through Friday.

C. The Employer may, at its discretion, determine a work week for any single or any group of laborers to include as a regular work day Saturdays and Sundays. However, any sixth and seventh day worked will automatically constitute time and one-half and double time, respectively.

D. During the show season, defined as two (2) weeks prior to the opening day of the annual citrus fruit fair and one (1) week after the closing date of the show, one and one-half times the

hourly wage will be paid for the sixth and seventh days. Eight (8) and forty (40) hours at straight time and excess at one and one-half times the hourly wage.

E. Work on holidays (as designated in this Agreement) will be paid double-time.

F. Multiple shifts – the Employer may designate multiple shifts, provided the Union is notified twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operation.

G. The Employer has all rights in determining best suited employees for specific tasks and to designate which employees will work which shifts. The day shift (defined as any shift beginning between 5:00 a.m. and 12:00 noon) will work eight (8) consecutive hours, exclusive of the lunch period. The second and third shifts will work seven (7) hours, exclusive of the lunch period, and be paid for seven and one-half (7½) hours on the second, and eight (8) hours on the third, if they are paid at Classification A wage.

6. **GRIEVANCE PROCEDURE**

A. For the purpose of this Section, a grievance shall be deemed to mean and be confined to a dispute arising as to the meaning of the terms of this Agreement and its interpretations, application of, or compliance with such terms. When any such dispute shall arise between the parties, there shall be no interruption of work or violation of this Agreement of any kind on account thereof, but the same shall be settled promptly as possible in the following manner.

B. Step 1. The employee or the employee and his Steward shall first attempt to resolve the misunderstanding with his foreman.

C. Step 2. If a grievance is not settled in the first step within three (3) working days, within five (5) working days thereafter, it may be presented in writing through the Union to the

Employer. Any grievance not filed in writing shall be deemed to have been waived and shall not be entitled to further consideration. A representative of the Employer and of the Union shall endeavor to settle such written grievance within ten (10) working days.

D. Step 3. If the grievance is not settled within ten (10) working days, as provided in Step 1, from the time it was first presented in writing to the Employer, either the Employer or the Union may within ten (10) working days thereafter, request in writing that the issue be arbitrated, provided it involves a questions of the interpretations of the application of this Agreement. The Employer and the Union shall appoint an arbitrator agreeable to both. If they are unable to agree on an arbitrator within ten (10) working days, either party may, within ten (10) working days thereafter, request the Federal Mediation and Conciliation Service to submit a list of arbitrators consisting of any odd number, not less than five (5). From such list, the arbitrator shall be selected by each party alternatively striking off names; the party making the first strike-off shall be chosen by chance. The decision of the arbitrator shall be final and binding on both parties, provided, however, that the power and authority of the arbitrator shall be limited to the question presented to him and the arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement, or any Agreements made supplementary thereto; nor to establish or change any wage scale or classification. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union.

7. **FRINGE BENEFITS**

A. Health and Welfare, Pertaining to Classifications of Foreman, Lead Man and Maintenance Man –A :

- 1) Commencing June 1, 2015, the Employer signatory to this Agreement

agrees to maintain in full force and effective for each covered employee that certain Health and Welfare Insurance Plan, identified as Laborers Health and Welfare Trust.

2) All employees hired after June 1, 2015, who qualify for benefits, set forth in Section 4.A., shall have payments made by the Employer for the health and welfare benefits provided in Section 4.A.

3) At no time during the term of this Agreement shall there be a reduction of benefits below the Health and Welfare benefits as they existed on March 1, 2015.

4) Effective March 1, 2019 The Employer payments for the aforesaid benefits shall increase to nine hundred and fifty two dollars (\$952.00) per covered employee monthly.

Any increase above ten percent (10%) shall be subject to further negotiations. Pending negotiations, all increases above ten percent (10%) shall be the responsibility of each Bargaining Unit Member.

5) Effective March 1, 2020 The Employer payments for the aforesaid benefits shall increase to nine hundred and ninety five dollars (\$995.00) per covered employee monthly.

8. **PENSION**

A. The Employer signatory to this Agreement agrees to pay to the Construction Laborers Pension Trust Fund for Southern California at its principal Trust Office in Los Angeles County, California, the sum of three dollars and fifty-one cents (\$3.51) per hour for each hour paid to employees in Classification A contained within this Agreement, effective March 1, 2015. This rate will remain in effect through the duration of this Agreement. This money paid into the Pension Trust Fund is to be used for pension benefits pursuant to that certain Trust Agreement referred to for convenience as the "Construction Laborers' Pension Trust Agreement for Southern

California."

B. The Employer approves and consents to the appointment of the Trustees designated by the Construction Laborers' Pension Trust Agreement for Southern California and further ratifies, confirms and consents to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, their agents and representatives, and agrees to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as may be constituted in its original form and as amended.

C. The Employer signatory to this Agreement hereby elects to become a party to the Agreement Declaration of Trust establishing the Pension Plan referred to herein and does authorize the Trustees of said Trust to accept the Employer's General Manager's signature herein as evidence of such election to the same extent as if his signature were affixed to a copy of said Trust Agreement.

9. **VACATION AND SUPPLEMENTAL DUES**

A. The Employer signatory to this Agreement agrees to pay to the Construction Laborers' Vacation Trust Fund for Southern California at its principle Trust Office in Los Angeles County, California, the sum of two dollars and nineteen cents (\$2.19) per hour for each hour paid to employees on Classification A contained within this Agreement effective March 1, 2015.

The vacation contribution of two dollars and nineteen cents (\$2.19) per hour shall include forty cents (\$.40) per hour as supplemental dues for a total of two dollars and nineteen cents (\$2.19) per hour total to be paid by the Employer in accordance with this Agreement.

Employees will give by written authorization, authority to deduct forty cents (\$.40) per hour as

supplemental dues in accordance with this Agreement.

B. The Employer approves and consents to the appointment of the Trustees designated by the Construction Laborers' Vacation Trust Agreement for Southern California and further ratifies, confirms, and consents to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, their agents and representatives, and agrees to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as may be constituted in its original form and as amended.

C. The Employer signatory to this Agreement hereby elects to become a party to the Agreement and Declaration of Trust establishing the Vacation Plan referred to herein and does authorize the Trustees of said Trust to accept the Employer's General Manager's signature herein as evidence of such election to the same extent as if his signature were affixed to a copy of said Trust Agreement.

D. The Employer agrees to deduct from the vacation contribution of all employees covered under this Agreement, in Classification A, during the term of this Agreement, special supplemental dues in the amount of forty cents (\$.40), effective March 1, 2015, per hour worked or paid, multiplied by the number of hours worked or paid in any given payroll period. Such payment shall be made upon authorization as required by law and shall be transmitted concurrently and reported with the vacation contribution hereof to the Administrator of the Vacation Trust Fund. The Administrator will remit the supplemental dues provided for herein to the Union, or the affiliate Local Union, as the Union may, from time to time, direct. The amount of the deduction shall be specified on a statement transmitted to the employee. Distribution of such supplemental dues shall be made not less than four (4) times per year. The Union or its

affiliated Local Union will furnish the Employer with a valid check-off authorization, authorizing such deduction. Any dues deduction authorization shall be irrevocable for a period of one (1) year from date of execution and shall renew automatically from year to year thereafter, unless the employee, by written notice served upon the Southern California District Council of Laborers and Laborers Local 783 within fifteen (15) days following the first year or any year thereafter, revokes such authorization. Notwithstanding the foregoing, such authorization shall not be effective beyond the term of this Agreement.

10. **JURY DUTY**

Benefited employees are entitled to be paid for up to ten (10) days for jury duty.

11. **HOLIDAYS**

The following holidays shall be recognized. The employees shall be paid for such holidays at the regular straight time rate of pay then in effect, regardless of whether any work is performed on such holiday. The holidays to which reference is herein made, are the following:

New Year's Day,	Veterans Day,
Martin Luther King Day,	Thanksgiving Day,
President's Day,	The Day after Thanksgiving,
Memorial Day,	The Day before Christmas,
Fourth of July,	Christmas Day,
Labor Day,	Employee's Birthday.

12. **SICK LEAVE**

Maintenance Man - A, are entitled to three (3) eight (8) hour days of sick leave per annum.

13 **SUB-CONTRACTING**

The Employer shall not be precluded from using sub-contractors on projects on the National Orange Show / Employer grounds. However, the Employer, in good faith, shall use its best efforts to utilize their services of the maintenance employees for on-ground projects.

14. **ELIGIBILITY AND LEAVES OF ABSENCE**

Part-time and temporary employees are ineligible for holiday benefits and do not receive pay for holidays on which they do not work. All employees are ineligible for holiday benefits that occur while they are on leave of absence. Eligible employees who work on a paid holiday will be paid their normal wage for hours worked on that day. Employees eligible for paid holidays who do not work their scheduled work day before or after the holidays will forfeit their holidays. Employees who work a holiday will be paid at straight time and receive compensation time.

15. **SUPPLEMENTAL DUES**

Forty cents (\$.40) per hour for the duration of this Agreement to be paid by the Employer to the Vacation trust as specified in Section 9, of this Agreement.

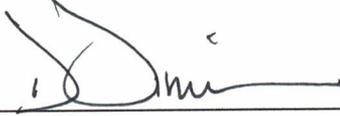
16. **TERM, TERMINATION AND RENEWAL**

The term of this Agreement shall be two (2) years, effective March 1, 2019, and continuing until the last day of February, 2021 and, for additional period of one (1) year thereafter, unless sixty (60) days prior to March 1, 2021, or any subsequent yearly period, either party shall give written notice by ordinary mail of its desire to modify, amend or negotiate changes; provided, however, that if no agreement is reached on or before March 1, 2021, or the end of any subsequent yearly period, either party may thereafter give written notice by ordinary

mail, at the last known address, to the other party that, on a specified date, this Agreement will be terminated.

Employer:

NATIONAL ORANGE SHOW

By: 
Daniel C. Jimenez, General Manager

Union:

**SOUTHERN CALIFORNIA DISTRICT
COUNCIL OF LABORERS**

By: 
President

By: 
Secretary Treasurer

By: 
Business Manager

LABORERS LOCAL NO. 783

By: 
Business Manager

(Exhibits A and B are attached to this Agreement.)

EXHIBIT "A"

FOREMAN

NATIONAL ORANGE SHOW

Commencing March 1, 2017, The National Orange Show Classification shall have a Co-Foreman Supervisory Crew, eliminating the position of Lead man for the duration of the Agreement. Should either existing co-foreman leave the employment of the National Orange Show, the crew consisting of the Co-Foreman (2) and no Lead Man will be revisited by NOS management. Should it be determined that the situation of Co-Foremen is no longer a viable option for the remaining Maintenance Crew and NOS management, staffing will return to one (1) foreman and one (1) Lead Man.

The scope of work for National Orange Show (the "Employer") Foreman is as follows: Working knowledge of painting, carpentry, plumbing, electrical, landscaping, mechanical and equipment repair, operating the equipment which the Employer uses and has in operation, masonry, setting up and cleaning facilities for events, supervision of crews as designated by the Employer's management staff

The Foreman of the Employer's labor crew is a working Foreman as designated by the Employer's Management.

Notwithstanding the provisions outlined in this Exhibit, The Lead Man will be the assistant to the Foreman.

EXHIBIT "B"

LEAD MAN

NATIONAL ORANGE SHOW

Notwithstanding the provisions in Exhibit "A", The scope of work for National Orange Show (the "Employer") Lead Man is as follows: Working knowledge of painting, carpentry, plumbing, electrical work (minor), landscaping, mechanical and equipment repair, operating the equipment which the Employer uses and has in operation, masonry, setting up and cleaning facilities for events, supervision of crews as designated by maintenance and building manager or the Employer's management staff. Will be assistant to Foreman and supervise the labor crew.

The Lead Man of the Employer's labor crew is a working Lead Man designated by the Employer's Management.

The Lead Man will receive one dollar (\$1.00) hour more than general maintenance personnel.