

**WESTERN STATES OFFICE AND
PROFESSIONAL EMPLOYEES PENSION FUND
SUSPENSION APPLICATION**

**Exhibit 15
(Part 2 of 4)**

250984

AGREEMENT - DAVID B. CONDON, PLLC

AGREEMENT

THIS AGREEMENT is made by and between the **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 23, AFL-CIO, CLC**, hereinafter called the Union, and **DAVID B. CONDON, PLLC**, hereinafter called the Employer. It is understood and agreed that any employee receiving higher wages or more favorable working conditions than provided for in this Agreement shall not suffer by reason of its signing or adoption.

ARTICLE 1 - RECOGNITION

Sec. 1. The Employer agrees to recognize the Union as the sole collective bargaining agent for all office and clerical employees, exclusive of: (1) supervisory employees with authority to hire, transfer, suspend, lay-off, recall, promote, discharge or discipline other employees, or effectively to recommend such action, if, in connection with the foregoing, the exercise of such authority is not merely routine in nature but requires the use of independent judgment; (2) attorneys; (3) legal intern and law clerks; and legal secretary students or legal assistant students while engaged in full or part time study, to include but not be limited to work-study students who work no more than seventy (70) hours per month.

Sec. 2. The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, thirty-one days from the effective date of this Agreement, become and remain members of the Union in good standing.

Sec. 3. The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one days from the date of employment become and remain members of the Union in good standing.

Sec. 4. The Employer may hire temporary employees for a period of thirty days during periods of peak workloads, for vacation relief or for extended illness relief. After thirty days of employment, such temporary employees shall either be severed from the employ of the Employer or shall become permanent employees and, as a condition of employment, thirty-one days from the date of employment become and remain members of the Union in good standing.

ARTICLE 2 - SENIORITY

Sec. 1. Seniority shall be defined as continuous length of service within the bargaining unit.

Sec. 2. All factors being equal, seniority shall prevail in promotions and layoffs.

ARTICLE 3 - EMPLOYMENT PRACTICES

AGREEMENT – DAVID B. CONDON, PLLC

for a period in excess of three months by mutual agreement. However, additional seniority may not accumulate.

Sec. 2. Employees on leave shall be allowed to use accumulated sick leave and vacation to the extent it has accrued.

Sec. 3. In case of death in the immediate family, an employee shall be granted leave with pay: Three days, within State of Washington; Five days, outside State of Washington. Immediate family shall include spouse or spousal equivalent, parent, sibling, children, grandchildren, foster and adopted children. In-laws are also included in definition of immediate.

Sec. 4. An employee called for jury duty shall be granted time off and shall be paid the difference between jury pay and regular wages for actual time served on jury duty.

ARTICLE 11 - PENSION

Sec. 1. Effective October 1, 2014, the employer shall contribute three dollars and seventy-five cents (\$3.75) per compensable hour for each bargaining unit employee for the purpose of providing retirement benefits for eligible employees pursuant to provisions of the Western States Office and Professional Employees Pension Fund.

Sec. 2. Upon failure of the Employer to make any of the payments required by this Agreement, the Union may, after ten days after written notification to the Employer of failure of such payments, undertake economic action against such defaulting Employer to enforce prompt payment, and such action shall not be deemed to be in violation of this Agreement or any of the provisions thereof.

ARTICLE 12 - WAGES

Sec. 1. The Employer will pay the employees covered by this Agreement, and the Union agrees that such employees will accept the rates of pay for the respective job classifications set forth in the attached Pay Scale. The rate ranges therein set forth shall not preclude payment of higher rates of pay to any employee whose work in the Employer's judgment may warrant payment of a higher rate.

Sec. 2. Rates of pay for new employees:

EFFECTIVE OCTOBER 1, 2014

<u>Classifications</u>	<u>Minimum Starting Rate</u>	<u>After 6 Mos.</u>	<u>After 1 Yr.</u>
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Full-Time:

AGREEMENT – DAVID B. CONDON, PLLC

ARTICLE 15 - TERMINATION AND RENEWAL

This Agreement shall be in full force and effect with the exception of previously noted sections, from October 1, 2014 , through September 30, 2016 , and shall continue in effect from year to year thereafter unless either party gives notice in writing at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided that, in the event the Union serves written notice in accordance with this section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contrary notwithstanding.

Signed this 27th day of April 2015.

DAVID B. CONDON, PLLC

Redacted by the U.S. Department of the Treasury

David B. Condon

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 23**

Redacted by the U.S. Department of the Treasury

Leslie Liddle
Business Representative

opeiu:23
afl-cio

AGREEMENT TO ADOPT THE REHABILITATION PLAN

Plan: Western States Office and Professional Employee's Pension Fund
Parties: Office and Professional Employees International Union, Local 23, the "Union"; and David B. Condon, PLLC
Effective Date: 31 March 2015

The Union and the Employer hereby agree to amend their Collective Bargaining Agreement as follows:

1. The Parties adopt the following schedule under the Plan's Rehabilitation Plan as of the Effective Date:
 Rehabilitation Plan Schedule
2. The Employer agrees to contribute to the Plan at the rates required under the CBA and the applicable Rehabilitation Plan schedule.
3. The Parties agree that their adoption of the Rehabilitation Plan is effective for the duration of the current CBA and to any renewals or extension of the CBA.

EMPLOYER APPROVAL

Redacted by the U.S. Department of the Treasury

David B. Condon, PLLC

Date: 4/27/2015

UNION APPROVAL

Redacted by the U.S. Department of the Treasury

Leslie Liddle, Business Representative

Date: 4/27/2015

**Western States Office and
Professional Employees
Pension Fund**

WSOPSE

**Employer
Participation
Agreement**

The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan")¹ for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: DAVID B. CONDON PLLC
Contract Person: DAVID B CONDON
Address: P.O. BOX 1318
City, State & Zip: TACOMA WA 98401
Telephone: 253-383-3427

2. Local Information.

Employer has a collective bargaining agreement with Local Union 23 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

This Agreement is for the following: (check applicable box(es)):

- An existing Participating Employer to update Plan records.
 A new Participating Employer.
Effective date of coverage: _____
 A new group of Employees of an existing Participating Employer.
Effective date of coverage: _____

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4. Coverage.

This Agreement covers the following (check applicable box(es)):

- Bargaining unit employees as described in Attachment A.
Note: Attach a copy of collective bargaining agreement.
 Nonbargaining unit employees described in Attachment B (see note).
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.

Redacted by
the U.S.
Department
of the
Treasury

- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: DAVID B CONNOR

Title: MEMBER

Date Signed: 8/18/2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Judith Zenk, Co-Chair

Date Signed: OCT 26 2011

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Michael Parmelee, Co-Chair

Date Signed: OCT 26 2011

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AUG 22 2011

4/1/17 THROUGH 3/31/2020

AGREEMENT BETWEEN
DAVID C. CHVATAL, INC.
AND THE
OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 11, AFLCIO

AGREEMENT entered into this 1st day of APRIL, 2017, between the **OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11**, a Local Union of the OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO, hereinafter referred to as the "Union", and **DAVID C. CHVATAL, INC.**, its successors and assigns, hereinafter referred to as the "Employer".

PREAMBLE

WHEREAS, the parties hereto desire to cooperate in establishing conditions which will tend to secure to the employees concerned a living wage and fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustment of all disputes which may arise between them so as to secure uninterrupted operations of the office involved,

NOW, THEREFORE, be it mutually agreed to as follows:

ARTICLE 1. RECOGNITION

The Employer agrees to recognize the Union as the sole collective bargaining agent for all office employees within the jurisdiction of the Office & Professional Employees International Union, Local 11.

ARTICLE 11. TERMINATION

Section 1. Two (2) weeks written notice shall be given by the employee on leaving the employment of the Employer, and like written notice shall be given by the Employer, or pay in lieu thereof, after the completion of one (1) year's service, except for just cause. This clause shall not apply to employees of less than three (3) months service. (Refer to Section 4.)

Section 2. A three (3) month extension of the probationary period will be granted by the Union upon prior written notification by the Employer that it is considered necessary.

Section 3. Employees shall receive all accrued vacation at the time of termination.

Section 4. The Employer shall use progressive discipline in all cases with the exception of just cause.

All copies of written memorandums will be mailed to the Union office. In cases of termination following such warning, information in the employee's personnel file shall be made available to the authorized Union Representative upon request.

Progressive discipline is verbal warning, written warning, suspension then termination.

ARTICLE 12. HEALTH & WELFARE - DENTAL - OPTICAL - PRESCRIPTION

Section 1. The Employer will guarantee that employees will not have to pay additional cost for negotiated benefit coverage of the Health and Welfare, Dental and Vision for the life of this Agreement.

Section 2. All compensable hours count towards the Health & Welfare eligibility rule (70 hours per payroll month).

ARTICLE 13. RETIREMENT PLANS

Section 1. Effective April 1, 2012 the Employer agrees to make a minimum contribution of three dollars (\$3.00) per compensable hour to the Western States Office and Professional Employees Pension Fund for all employees and in addition the surcharge amount listed in the Supplemental Contribution Schedule, per compensable hour, on behalf of each employee to the Western States Office & Professional Employees Pension Fund. The Employer agrees that should the present contribution be greater than the minimum contribution above, the Employer will maintain the greater contribution.

Be it further agreed that should there be any changes to the Supplemental Contribution Schedule the Employer shall adopt the newest schedule presented by the Trustees of the Western States Office & Professional Employees Pension Fund. Should the Western States Office & Professional Employees Pension Fund release the Employer from the obligation to pay according to the Supplemental Contribution Schedule, then the minimum pension contribution amount of three dollars (\$3.00) per compensable hour shall be in full force and effect.

ARTICLE 21. SEPARABILITY

In the event that any provisions of this Agreement shall at any time be declared invalid by any final judgment of any court of competent jurisdiction or through a final decree of a government, state or local body, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provisions of this Agreement shall be modified to comply with the existing regulations or laws.

ARTICLE 22. TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from April 1, 2017 through March 31, 2020, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided, that in the event the Union serves written notice in accordance with this Article, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provisions of this Agreement, any other provisions to the contrary notwithstanding. Upon signing of this Agreement or any future Agreement, the provisions therein shall be retroactive to the anniversary date.

As agreed this 1st day of February 2017:

DAVID C. CHVATAL, INC.

**OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 11**

Redacted by the U.S. Department of the Treasury

David C. Chvatal
President

Redacted by the U.S. Department of the Treasury

Maureen Colvin
Interim-Executive Secretary-Treasurer

Redacted by the U.S. Department of the Treasury

Matthew DeVore
Union Representative

MD/dmt
opeiu 11/afl-cio

EMPLOYER APPLICATION AND PARTICIPATION AGREEMENT

Form A

(For use when there are bargaining unit and non-bargaining unit employees.)

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

REC'D MAR 28 2007

TO: Board of Trustees
Western States Office & Professional Employees Pension Fund

The undersigned Employer hereby applies to the Board of Trustees for participation as a CONTRIBUTING EMPLOYER IN WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND ("Plan").

In support of this application the Employer represents to the Board that:

1. Employer is a corporation, a local union or a limited liability company.
Partners and proprietors can not be participants in the plan.
2. Employer is doing business under the name of: David C. Chvatal CPA PC
3. Employer has a collective bargaining agreement with Local Union 11 of the Office and Professional Employees International Union which requires Employer to contribute to the Plan for Employer's employees. Employer elects to participate, as a Contributing Employer, in the Plan.
4. Employer now has 0 employees covered by the collective bargaining agreement and 2 number of employees who are not covered by the collective bargaining agreement. Attach on a schedule the names, date of birth, and social security numbers of all employees who are in the bargaining unit and all employees who are not in the bargaining unit.
5. Employer will distribute to its employees all documents, which are required to be distributed by the Plan or law to the Plan participants and/or Plan beneficiaries.

NOTE: The Employer's full-time employees, who are not represented by a local union, may participate in the plan provided ALL employees within a reasonable classification approved by the Board of Trustees become participating employees on a nonselective basis and are duly enrolled and appropriate contribution is paid according to the rules and regulations of the Board of Trustees.

6. An Employer which provides a qualified pension plan for employees not covered by a collective bargaining agreement must comply with the Internal Revenue Code and ERISA. The Employer has the sole responsibility to comply with these laws, as they now exist or may be amended in the future, and hereby acknowledges that responsibility. The Plan, if requested, will provide reasonable assistance to Employer.

In consideration of approval of this application, the parties covenant and agree as follows:

7. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The parties hereby adopt and incorporate as part of this agreement, the Plan, as it has been, or will be amended.

 COPY

8. Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all of the terms and provisions of the Plan and trust as it now exists or as it may be amended during Employer's participation in the Plan and trust. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.
9. Upon approval by the Board of Trustees, this application and participation agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Contributing Employer of the plan and trust as of the effective date.

DATED: 3/1, 2006.

David C. Chvatal CPA PC

(Employer) A

Redacted by the U.S.

By Department of the Treasury

President (Title)

2427 SW Vermont (Address)

Portland, OR 97219

*NOT signed by
LOCAL*

Local Union _____ of Office and Professional
Employees International Union

By _____

APPROVED AND ACCEPTED by the Board of Trustees on _____, 2006.

By: _____

Judith Zenk
(Co-chairman)

By: _____

Arlene Erickson
(Co-chairman)

April 4, 2005

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APR - 4 2000

O.P.E.I.U. LOCAL #11

EMPLOYER/ASSOCIATE MEMBER
AGREEMENT BETWEEN

David C. Chvatal CPA PC

AND

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,
LOCAL #11

THIS AGREEMENT is made and entered into on April 12, 2000, by
and between David C. Chvatal CPA PC hereinafter referred to as
the "Employer/Associate Member", and the Office & Professional Employees International
Union, Local #11.

1. Employers (on behalf of their employees) or Associate Members who would like to
participate in the O.P.E.I.U., Local #11 401(k) Retirement Fund of the Office &
Professional Employees International Union, Local #11 or the full family X Western States
Local Union Health & Welfare Plan will with the signing of this Agreement pay into the
401(k) Retirement Fund of the Office & Professional Employees International Union, Local
#11 a sufficient amount to maintain a pension benefit and/or the full premium amount
sufficient to cover the cost of the Health & Welfare Plan. (Please put an X in the appropriate
box/boxes).

2. All Associate Members shall participate in this agreement and pay an asso-
membership fee to Local #11. The Employer agrees to payroll deduct the ass
membership fee and forward same to the office of Local #11.

HW
↓
WS

3. The Employer may participate in these benefits if they desire.

EMPLOYER/ASSOCIATE MEMBER

OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL #11

Redacted by the U.S. Department of the
Treasury

Redacted by the U.S. Department of the
Treasury

David C. Chvatal
President

Gary D. Kirkland
Chief Executive Officer

GDK:sr
opeiu #11
afl-cio
assocmbr

MEMORANDUM OF UNDERSTANDING

between

DAVID C. CHVATAL, INC.

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

This Memorandum of Understanding is entered into between DAVID C. CHVATAL, INC. and the Office & Professional Employees International Union, Local 11 and specifically shall be in accordance with Article 13 Retirement Plans within the Collective Bargaining Agreement.

It is mutually agreed by all parties that the Employer agrees to continue a contribution of three dollars (\$3.00) and in addition the surcharge amount listed in the Supplemental Contribution Schedule, per compensable hour, on behalf of each employee into the Western States Office & Professional Employees Pension Fund.

Be it further agreed that should there be any changes to the Supplemental Contribution Schedule the Employer shall adopt the newest schedule presented by the Trustees of the Western States Office & Professional Employees Pension Fund. Should the Western States Office & Professional Employees Pension Fund release the Employer from the obligation to pay according to the Supplemental Contribution Schedule, then the minimum pension contribution amount of three dollars (\$3.00) per compensable hour shall be in full force and effect.

This Memorandum of Understanding shall be pursuant to the terms and conditions of Article 19 Grievance Procedure to the Collective Bargaining Agreement should there be any dispute regarding the interpretation and/or application.

Agreed to on this 15th of December 2011.

Redacted by the U.S. Department of the Treasury

David C. Chvatal
David C. Chvatal, Inc.

Michael L. Richards/Executive Secretary-Treasurer
OPEIU Local 11

MLR/hg
opeiu11
afl-cio
enclosures
cover.doc



Office & Professional Employees International Union, Local 11, AFL-CIO
3815 Columbia Street Vancouver, WA 98660
Vancouver Line: 360-719-1766
General Email: opeiu11@opeiu11.com eastbiz.net

Phone: 503-257-6691
800-547-8902

WS 3126

March 24, 2014

David C Chvatal, CPA
2427 SW Vermont ST
Portland, OR 97219

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JUL 06 2015

Dear Mr. Chvatal:

This is formal notification that the existing Agreement between David C Chvatal, CPA and the Office & Professional Employees International Union, Local 11 is extended in its entirety for a period of three (3) years. This is in accordance with the provisions of the current collective bargaining agreement.

Please note that the new termination for this Agreement will be March 31, 2017.

Sincerely,
Redacted by the U.S. Department of the
Treasury

Michael L. Richards
Executive Secretary-Treasurer

M L Richards
opeiu11@afl-cio

AGREEMENT

Between

DAVIS, COWELL & BOWE

And

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29
AFL-CIO, CLC**

May 1, 2014 – April 30, 2017



ARTICLE 21. HEALTH AND WELFARE

Section 1. The Employer agrees to pay the premium on each employee and dependents for the Office and Professional Employee's Welfare Fund, which includes a choice of either the Kaiser Group 328 Plan or United Health Care Plan, Twelve Thousand Dollars (\$12,000) Life Insurance, Dental Plan without orthodontia, Vision Care, Prescription Drug Plan, and Accidental Death and Disability. It is agreed that to be eligible for coverage, an employee must have been paid for not less than sixty-five (65) hours in the previous calendar month; provided that hours worked in the first sixty (60) days of employment do not count toward eligibility for such coverage.

Section 2. Effective January 1, 2015, each employee will contribute \$65 per month. If the OPEIU H&W contribution exceeds \$1,679 (our current \$1,614+ \$65), the employer will pay the next \$115. If the OPEIU H&W contribution exceeds \$1,794 (\$1,679 + \$115), each employee will pay the excess up to \$1,859 (i.e. a max employee contribution of \$130). If the contribution exceeds \$1,859, the employer will pay the excess.

Section 3. Effective January 1, 2016, each employee will contribute \$70 per month. If the OPEIU H&W contribution goes up on January 1, 2016, then in addition to the employer's 2015 contribution and the employee contribution of \$70, the employer will pay the next \$115. If the OPEIU H&W contribution exceeds the sum of the employer's 2015 contribution + \$70 + \$115, each employee will pay the excess up to a maximum employee contribution of \$140. If the contribution exceeds the sum of the employer's 2015 contribution + \$70 + \$115 + \$70, the employer will pay the excess.

Section 4. Effective January 1, 2017, each employee will contribute \$75 per month. If the OPEIU H&W contribution goes up on January 1, 2017, then in addition to the employer's 2016 contribution and the employee contribution of \$75, the employer will pay the next \$115. If the OPEIU H&W contribution exceeds the sum of the employer's 2016 contribution + \$75 + \$115, each employee will pay the excess up to a maximum employee contribution of \$150. If the contribution exceeds the sum of the employer's 2016 contribution + \$75 + \$115 + \$75, the employer will pay the excess.

Section 5. The Employer shall reimburse an employee who regularly works on a VDT for the difference in cost between the actual cost of an eye examination and the vision plan coverage, up to a maximum of Twenty Dollars (\$20.00), upon presentation of the bill by the employee once each contract term.

ARTICLE 22. PENSION PLAN

Effective May 1, 2014, the Employer contribution rate will be Two Dollars and Forty-Two cents (\$2.42) per straight-time hour, exclusive of any supplemental contributions. The parties have adopted the Revised Schedule of Supplemental Employer Contributions under the 2013 Revised Rehabilitation Plan adopted by the Trustees of the Western States Office and Professional Employees Pension Fund, under which Employer's Supplemental Contributions are capped at 80%. Employer shall pay the Supplemental Contributions, capped at 80%, as required by the 2013 Revised Rehabilitation Plan, for the term of this Agreement, per the attached Agreement to Adopt Rehabilitation Plan, dated March 28, 2014.

ARTICLE 22. PENSION PLAN - continued

Upon an employee's written request, the Employer agrees to deduct and forward an employee's voluntary contributions to the Western States 401(k) Retirement Fund of OPEIU plan so long as such participation does not affect the Employer's ability to continue their own participation in the Employer's 401(k) plan established for the non-bargaining unit personnel.

ARTICLE 23. GRIEVANCE PROCEDURE

In adjusting grievances, the Employer shall consult with the Steward or Union Representative. After a grievance has been presented to the Employer by the Union Representative, an agreement shall be reached on such grievance within two (2) weeks of its presentation. If no agreement can be reached between the Union Representative and the Employer, both sides shall refer the matter immediately to a committee consisting of a representative of the Union, a representative of the Employer and a mutually agreed upon third (3rd) party. If no third (3rd) party can be mutually agreed upon, either Union or Employer may request a panel of Arbitrators from the State Conciliation Service. The expenses of the third (3rd) party shall be shared equally by the Union and Employer. The decision of the Arbitrator shall be final and binding. All grievances shall be filed within fifteen (15) days from the date the grievant acquires knowledge thereof, except that disciplinary grievances shall be filed within ten (10) days of any disciplinary action by the Employer.

ARTICLE 24. SEPARABILITY

In the event that any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any law, ruling or regulation of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void or illegal are wholly inseparable from the remaining portions of this Agreement. The Employer and the Union further agree that if and when any provision of this Agreement is held or determined to be illegal or void, they will promptly enter into negotiations concerning the substance thereof.

ARTICLE 25. BULLETIN BOARD

The Employer will provide a bulletin board in its San Francisco office for the posting of notices and other materials, provided that no material derogatory to the Employer or Union shall be placed on the bulletin board.

ARTICLE 26. DISCRIMINATION

Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, color, religion, national origin, sex, handicap, age, or sexual preference.

ARTICLE 27. LABOR MANAGEMENT COMMITTEE

At the Union's request, Employer agrees to meet with a joint/Labor Management Committee up to two (2) times per year, said Committee to be comprised of two (2) persons from management and two (2) from the Union to discuss topics of shared interests such as general work conditions, environment/ambience, and health and safety.

ARTICLE 28. VOTE

Employer shall honor an employee's request for payroll deductions/check-off for Voice of the Electorate (VOTE), pursuant to a completed "Authorization for Check-Off/Pledge for Voice of the Electorate (VOTE)" as attached hereto.

ARTICLE 29. TERM OF AGREEMENT

This Agreement shall continue in full force and effect for three (3) years from May 1, 2014 through April 30, 2017 and shall continue in full force and effect from year to year thereafter unless either party notifies the other at least sixty (60) days in advance in writing of a desire to open this Agreement. Said notice to be served prior to February 28, 2015 or prior to February of any succeeding year. In witness whereof, the parties hereto shall have hereunto set their hands and seals. All terms of the Agreement, including the Letter of Understanding, which are not referred to above, shall be carried over and included in the new Agreement which shall be effective from May 1, 2014 through April 30, 2017.

DAVIS, COWELL & BOWE

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL LOCAL 29, AFL-CIO**

By: Redacted by the U.S. Department of the Treasury
John J. Davis, Jr.
Partner

By: Redacted by the U.S. Department of the Treasury
Tamara R. Rubyn
President/Business Manager

Date: 12-9-14

Date: 12-15-14

By: Redacted by the U.S. Department of the Treasury
Florence E. Culp
Partner

By: Redacted by the U.S. Department of the Treasury
Terry Keller
Business Representative

Date: 11-20-14

Date: 12-15-14

TK/lm(DVC29714)
cwa:9415/afl/cio

ARTICLE 20. UNION LABEL

Section 1. The privilege of using the Union Label shall be extended to the Employer so long as this Agreement remains in full force and effect and so long as the Employer fulfills all of its terms and conditions.

Section 2. The Union Label shall be the sole property of the Union and shall be used as follows: "opeiu:29, afl-cio", typewritten, on all stamped, mimeographed, multigraphed or any process under the jurisdiction of the Union. The above outlined label is the only Union Label for the members of the Union recognized by the Union, however, if the Employer desires, a rubber stamp may be obtained from the Union upon deposit of Three Dollars (\$3.00).

ARTICLE 21. HEALTH AND WELFARE

Section 1. The Employer agrees to pay the premium on each employee and dependents for the Office and Professional Employee's Welfare Fund, which includes a choice of either the Comprehensive Medical Plan or a HMO, Twelve Thousand Dollars (\$12,000) Life Insurance, Dental Plan C, Vision Care B, Prescription Drug Plan, Extended Disability Coverage. It is agreed that to be eligible for coverage, an employee must have been paid for not less than sixty-five (65) hours in the previous calendar month; provided that hours worked in the first sixty (60) days of employment do not count toward eligibility for such coverage.

Upon approval by the UEBT Fund, employees will be covered by the UFCW & Employers Benefit Trust, effective January 1, 2012, or as soon as reasonably practicable thereafter, Instead of Office & Professional Employees Welfare Fund. All employees employed prior to the date of ratification will be covered under Plan A. All employees hired on or after date of ratification shall be subject to the eligibility and plan progression rules of the UEBT Fund.

Orthodontist benefits are no longer provided as of May 1, 2005.

Section 2. The Employer shall reimburse an employee who regularly works on a VDT for the difference in cost between the actual cost of an eye examination and the vision plan coverage, up to a maximum of Twenty Dollars (\$20.00), upon presentation of the bill by the employee once each contract term.

ARTICLE 22. PENSION PLAN

MAY 14 2013

Effective May 1, 2011, the Employer contribution rate will be two Dollars and Forty-Two cents (\$2.42) per straight-time hour, exclusive of any supplemental contributions. Also effective May 1, 2011, the parties agree to adopt the Updated Negotiated Schedule of Supplemental Employer Contributions under the Updated Rehabilitation Plan adopted by the Trustees of the Western States Office and Professional Employees Pension Fund. Employer shall pay the Supplemental Contributions as required by the Updated Negotiated Schedule, as in effect on May 1, 2011, for the term of this Agreement.

ARTICLE 22. PENSION PLAN - continued

Upon an employee's written request, the Employer agrees to deduct and forward an employee's voluntary contributions to a qualified 401(k) plan to be designated by OPEIU Local 29 so long as such participation does not affect the Employer's ability to continue their own participation in the Employer's 401(k) plan established for the non-bargaining unit personnel.

ARTICLE 23. GRIEVANCE PROCEDURE

In adjusting grievances, the Employer shall consult with the Steward or Union Representative. After a grievance has been presented to the Employer by the Union Representative, an agreement shall be reached on such grievance within two (2) weeks of its presentation. If no agreement can be reached between the Union Representative and the Employer, both sides shall refer the matter immediately to a committee consisting of a representative of the Union, a representative of the Employer and a mutually agreed upon third (3rd) party. If no third (3rd) party can be mutually agreed upon, either Union or Employer may request a panel of Arbitrators from the State Conciliation Service. The expenses of the third (3rd) party shall be shared equally by the Union and Employer. The decision of the Arbitrator shall be final and binding. All grievances shall be filed within fifteen (15) days from the date the grievant acquires knowledge thereof, except that disciplinary grievances shall be filed within ten (10) days of any disciplinary action by the Employer.

ARTICLE 24. SEPARABILITY

In the event that any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any law, ruling or regulation of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void or illegal are wholly inseparable from the remaining portions of this Agreement. The Employer and the Union further agree that if and when any provision of this Agreement is held or determined to be illegal or void, they will promptly enter into negotiations concerning the substance thereof.

ARTICLE 25. BULLETIN BOARD

The Employer will provide a bulletin board in its San Francisco office for the posting of notices and other materials, provided that no material derogatory to the Employer or Union shall be placed on the bulletin board.

ARTICLE 26. DISCRIMINATION

Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, color, religion, national origin, sex, handicap, age, or sexual preference.

ARTICLE 27. LABOR MANAGEMENT COMMITTEE

At the Union's request, Employer agrees to meet with a joint/Labor Management Committee up to two (2) times per year, said Committee to be comprised of two (2) persons from management and two (2) from the Union to discuss topics of shared interests such as general work conditions, environment/ambience, and health and safety.

ARTICLE 28. TERM OF AGREEMENT

This Agreement shall continue in full force and effect for three (3) years from May 1, 2011 through April 30, 2014 and shall continue in full force and effect from year to year thereafter unless either party notifies the other at least sixty (60) days in advance in writing of a desire to open this Agreement. Said notice to be served prior to February 28, 2011 or prior to February of any succeeding year. In witness whereof, the parties hereto shall have hereunto set their hands and seals. All terms of the Agreement, including the Letter of Understanding, which are not referred to above, shall be carried over and included in the new Agreement which shall be effective from May 1, 2011 through April 30, 2014.

DAVIS, COWELL & BOWE

Redacted by the U.S. Department of the Treasury

By:

John J. Davis, Jr. / /
Partner

Date: 5-3-13

Redacted by the U.S. Department of the Treasury

By:

Florence E. Calp
Partner

Date: 3-4-13

Redacted by the U.S. Department of the Treasury

By:

Andrew K. Kahn
Partner

Date: 3-4-13

MMc/Im(DVC29711)
cwa:9415/af/cio

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL LOCAL 29, AFL-CIO

Redacted by the U.S. Department of the Treasury

By:

Tamara R. Rubyn
President/Business Manager

Date: 5/8/13

Redacted by the U.S. Department of the Treasury

By:

Terry Keller /
Business Representative

Date: 5-8-13

Office & Professional Employees International Union | Local 29 AFL-CIO & CLC

Tamara R. Rubyn, President/Business Manager ; Patricia G. Sanchez, Secretary-Treasurer/Business Representative

WS 1174

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

AGREEMENT TO ADOPT REHABILITATION PLAN

Plan: Western States Office and Professional Employee's Pension Fund

Parties: OPEIU, Local 29, the "Union; and
DAVIS, COWELL & BOWE, LLP, the "Employer"

The Union and the Employer hereby agree to amend their Collective Bargaining Agreement as follows:

1. The Parties adopt the following schedule under the Plan's Rehabilitation Plan as of the Effective Date:

Effective Date: May 1, 2011

Check applicable line: Rehabilitation Plan Schedule (*)
 Default Rehabilitation Plan Schedule

(*) Updated Negotiated Schedule

2. The Employer agrees to contribute to the Plan at the rates required under the CBA and the applicable Rehabilitation Plan Schedule.
3. The Parties agree that their adoption of the Rehabilitation Plan is effective for the duration of the current CBA and to any renewals or extensions of the CBA.

EMPLOYER APPROVAL

Redacted by the U.S. Department of the Treasury

Signature [Signature]

Title: Partner

Date: 10/18/12

UNION APPROVAL

Redacted by the U.S. Department of the Treasury

Signature [Signature]

Title: Business Rep.

Date: 10-18-12

FCR/ma/Quah/Adopt(12)
own:0415/08-ole

COLLECTIVE BARGAINING AGREEMENT

by and between

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL #5, AFL/CIO**

and

TRADE UNION OFFICES NEGOTIATING COMMITTEE

on behalf of

Denver Firefighters Local #858

Denver Theatrical Stage Employees
Union Local #7

IAMAW Local Lodge 1886



May 1, 2015

to and including

April 30, 2018

ARTICLE 22 – PENSION

- 22.1** Effective May 1, 2015 the Employer agrees to contribute to the Western States Office and Professional Employees Pension Fund a contribution of one dollar and fifty cents (\$1.50) per straight time hour, on behalf of each employee. The bargaining unit employees (by individual office) may elect to put any amount of their negotiated wage rate into pension.
- 22.2** The Employer contributions, as provided herein, shall be made on eligible employees on the effective date, except for the employees serving their thirty (30) day probationary period. The contributions for probationary employees shall start on the first of the month following the thirty (30) day probationary period. This shall apply to all employees not presently covered by another pension plan which is Employer paid.
- 22.3** If an employee is injured on the job, the Employer shall continue to pay the required contributions for a period of three (3) months following the end of the month in which the injury occurs. The Employer shall continue payments for a minimum of ten (10) days for any employee on sick leave up to the maximum accumulated by the employee.
- 22.4** Regular or part-time employees who work seventy (70) or more hours per month shall be covered by the provisions of this Article. This shall not apply to extra help covering for vacation periods, or sick leave which does not exceed thirty (30) days.
- 22.5** The Employer agrees that if the employee chooses, they will withhold the employee contribution to the 401K plan set up by OPEIU #30. The employee may contribute at least 5%, but not more than 25% of his/her gross salary to this plan. FICA and Medicare taxes will be withheld but these contributions will not be subject to Federal and State taxes. The employee shall bear any administrative fees.
- 22.6** Effective with the May, 2012 hours paid, all of the Employers, who have not already done so, agree to adopt the Pension Rehabilitation Plan and to contribute on behalf of each employee the contribution amount listed in the Updated Supplemental Contribution Schedule provide by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the Contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in Article 22.1.

- 30.2** The Employer will use its best effort to hold in private any discussion of discipline of an employee or of deficiencies in the employee's performance.
- 30.3** The employees agree to perform their duties, timely and in an appropriate and professional style and form.
- 30.4** If a discussion with an employee is to be considered to be a disciplinary discussion, the employee will be told in advance so said employee can be afforded Union representation if he/she so desires.

ARTICLE 31 – VOTE

- 31.1** Employees who are eligible and registered to vote shall receive one (1) hour with pay to vote provided they have given twenty-four (24) hours notice.

ARTICLE 32 – TERM OF AGREEMENT

- 32.1** This Agreement shall be in full force and effect from the first day of May, 2015 to and including the thirtieth (30th) day of April 2018, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

- (A) If either party elects to terminate the Agreement, such party shall, on a date not less than sixty (60) days, nor more than ninety (90) days prior to expiration date of the Agreement, give written notice to the other party of intention to terminate, and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
- (B) If either party elects to change any of the provisions of the Agreement, such party shall, on a date not less than sixty (60) days nor more than ninety (90) days prior to the expiration date of the Agreement, given written notice to the other party.
- (C) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice, which time may be extended by mutual agreement.
- (D) This Agreement constitutes the entire contract between the two parties. Memorandums of Understanding relating to individual offices may be negotiated as separate from this master Agreement. Memorandums of Understanding will

ARTICLE 32 – TERM OF AGREEMENT

32.2 This Agreement shall be in full force and effect from the first day of May, 2015 to and including the thirtieth (30th) day of April 2018, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

- (A) If either party elects to terminate the Agreement, such party shall, on a date not less than sixty (60) days, nor more than ninety (90) days prior to expiration date of the Agreement, give written notice to the other party of intention to terminate, and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
- (B) If either party elects to change any of the provisions of the Agreement, such party shall, on a date not less than sixty (60) days nor more than ninety (90) days prior to the expiration date of the Agreement, given written notice to the other party.
- (C) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice, which time may be extended by mutual agreement.
- (D) This Agreement constitutes the entire contract between the two parties. Memorandums of Understanding relating to individual offices may be negotiated as separate from this master Agreement. Memorandums of Understanding will not convey any contractual rights not specifically stated in that Memorandum of Understanding. Any signed Memorandums of Understanding will be forwarded to the Trade Union Offices and employees.
- (E) It is also expressly understood that any and all notices to open the agreement will be sent to all signatory employers individually.

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL #30**

Redacted by the U.S.
Department of the
By: Treasury
Title: Executive Director
Date: Aug 11, 2018

**DENVER FIREFIGHTERS
LOCAL #858**

Redacted by the U.S.
Department of the Treasury
By: President
Title: President
Date: Sept 7, 2015

ARTICLE 32 - TERM OF AGREEMENT

32.3 This Agreement shall be in full force and effect from the first day of May, 2015 to and including the thirtieth (30th) day of April 2018, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

- (A) If either party elects to terminate the Agreement, such party shall, on a date not less than sixty (60) days, nor more than ninety (90) days prior to expiration date of the Agreement, give written notice to the other party of intention to terminate, and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
- (B) If either party elects to change any of the provisions of the Agreement, such party shall, on a date not less than sixty (60) days nor more than ninety (90) days prior to the expiration date of the Agreement, given written notice to the other party.
- (C) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice, which time may be extended by mutual agreement.
- (D) This Agreement constitutes the entire contract between the two parties. Memorandums of Understanding relating to individual offices may be negotiated as separate from this master Agreement. Memorandums of Understanding will not convey any contractual rights not specifically stated in that Memorandum of Understanding. Any signed Memorandums of Understanding will be forwarded to the Trade Union Offices and employees.
- (E) It is also expressly understood that any and all notices to open the agreement will be sent to all signatory employers individually.

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL #39**

Redacted by the U.S.
Department of the
Treasury

By:

Title: Executive Director

Date: 4/7/11 2015

LAMAYW LOCAL LODGE 1886

Redacted by the U.S. Department
of the Treasury

By:

Title: President

Date: 9/18/15

**Western States Office and
Professional Employees
Pension Fund**

FEB 14 2011
5-1075

**Employer
Participation
Agreement**

The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan")¹ for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: Denver Fire Fighters Local 858
Contract Person: Pat Rhoades, President
Address: 2942 Broadway St.
City, State & Zip: Denver, CO 80205
Telephone: 303-298-7850

2. Local Information.

Employer has a collective bargaining agreement with Local Union #5 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

This Agreement is for the following: (check applicable box(es)):

- An existing Participating Employer to update Plan records.
 A new Participating Employer.
Effective date of coverage: _____
 A new group of Employees of an existing Participating Employer.
Effective date of coverage: _____

4. Coverage.

This Agreement covers the following (check applicable box(es)):

- Bargaining unit employees as described in Attachment A.
Note: Attach a copy of collective bargaining agreement.
 Nonbargaining unit employees described in Attachment B (see note).
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:

a. Employer is a (*insert form of business*): Union.

Note: Partners and sole proprietors cannot participate in the Plan but partnerships and sole proprietorships may cover their employees.

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): Denver Firefighters Local 858.

c. Employer elects to participate in the Plan as a contributing employer.

d. Employer now has the following employees (insert number):

1 employees covered by the collective bargaining agreement; and

 employees who are not covered by the collective bargaining agreement.

e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.

f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.**

6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:

a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**

- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Donn Bower

Title: Secretary - Treasurer

Date Signed: 2/11/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Judith Zenk, Co-Chair

Date Signed: NOV 03 2011

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Michael Parmelee, Co-Chair

Date Signed: NOV 03 2011

COLLECTIVE BARGAINING AGREEMENT

by and between

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL #30, AFL/CIO**

and

PLUMBERS LOCAL UNION 3

and

**PLUMBERS JOINT APPRENTICESHIP
AND TRAINING COMMITTEE**



July 1, 2016

to and including

May 31, 2019

ARTICLE 19 – CLASSIFICATION AND WAGES

19.1 Employees shall be paid the following minimum scale of wages:

First year increase	\$1.00
Second year increase	\$1.00
Third year increase	\$1.00

Classification:

Administrative Assistant 1 (receptionist, light secretarial skills, file clerk, data entry, computer program knowledge)

Effective

	<u>7/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>
First 6 months	\$17.50	\$18.50	\$19.50
Second 6 months	\$22.50	\$23.50	\$24.50

Administrative Assistant 2 (Administrative Asst. 1 skills plus light bookkeeping, and full applicable computer program knowledge)

<u>7/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>
\$24.50	\$25.50	\$26.50

Administrative Assistant 3 (Office management skills, bookkeeping, full office skills)

<u>7/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>
\$26.50	\$27.50	\$28.50

The Employer reserves the right to promote employees to the next percentage rate at any time. An Office Professional will not be kept at the 95% rate for any longer than a twelve (12) month period.

19.2 Premium pay of six percent (6%) per week over the above rates shall be paid to supervisory employees. An employee who is being paid the 6% premium pay at the signing of this agreement will continue to receive the premium pay.

ARTICLE 20 – PENSION

20.1 The Employers agrees to contribute to the Western States Office and Professional Employees Pension Fund, a contribution on behalf of each employee in the amount of two dollars and thirty cents (\$2.30) per hours paid for employees of the Plumbers Apprenticeship. For employees of Plumbers Local 3, the contribution amount shall be two dollars and eighty cents (\$2.80) per hours paid. The

- employee(s), as a unit, may elect to put any amount of their negotiated wage rate into pension.
- 20.2** The Employer contribution, as provided herein, shall be made on eligible employees on the effective date, except for the employees serving their thirty (30) day waiting period. The contributions for new employees shall start on the first of the month following the thirty (30) day waiting period. This shall apply to all employees not presently covered by another pension plan which is Employer paid.
- 20.3** If an employee is injured on the job, the Employer shall continue to pay the required contribution for a period of three (3) months following the end of the month in which the injury occurs.
- 20.4** Permanent employees who work seventy (70) or more hours per month shall be covered by the provisions of this Article. This shall not apply to extra help covering for vacation periods or sick leave which does not exceed thirty (30) days.
- 20.5** The Employer agrees to allow the employees to participate in the Office and Professional Employees International Union Local #30 Retirement Savings Plan (401K). The Employer agrees that if the employee chooses, they will withhold an employee contribution to the 401K plan. The employee may contribute up to, but no more than the amount limited by the Internal Revenue Service (IRS). All administrative fees shall be borne by the employee.
- 20.6** The Employer agrees to adopt the Western States Office and Professional Employees Pension Rehabilitation Plan and to contribute on behalf of each employee the contribution amount listed in the Updated Supplemental Employer Contribution Schedule, dated March 21, 2010, provided by the Trustees of Western State Office and Professional Employees Pension Fund. Should the Contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in Article 20.1.
- 20.7** Effective January 1, 2010 it is hereby agreed between the Employer and the bargaining unit employees that for the year 2010 the Supplemental Contribution will be split 50-50. The employee portion will come from a deduction in their base hourly rate of pay listed in Article 19.1. In the future years, any required supplemental contribution to the Western States Office and Professional Employees Pension Fund will come from the employee's yearly wage increase. If no wage increase is due, it shall come from a deduction in their base hourly rate of pay listed in Article 19.1. Every year the Employer will review their ability to pay a percentage of the increase and notify the Union.

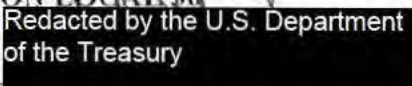
Employer to be owed by the employee, from the final paycheck of any eligible employee.

- 24.3** Any change in the rate of dues and/or initiation fees levied by the Union will be put into effect in the deductions made by the Employer in the month following the month in which the Employer received written notice of the change from the Union.
- 24.4** The Union agrees to file deduction assignments with the Employer for each employee prior to such deductions.
- 24.5** The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for OPEIU's "J.B. Moss Voice of the Electorate" (VOTE) fund. Such deductions shall be made on the same date that employees receive their regular paychecks.
- 24.6** Voluntary contributions deducted from employee's paychecks shall be made payable to the J.B. Moss Voice of the Electorate (VOTE) fund and forwarded monthly to the CFO of the Office and Professional Employees International Union, Local 30, AFL-CIO, 705 West Arrow Highway 2nd Floor, P.O. Box 9000, Claremont, CA 91711, along with a listing of the names of contributors and the amounts.

ARTICLE 25 – TERM OF AGREEMENT

- 25.1** This Agreement shall be in full force and effect from the first (1st) day of July 2016, to and including the thirty-first (31st) day of May 2019, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions.
 - a) If either party elects to terminate the Agreement, such party shall on a date not less than sixty (60) days, nor more than seventy-five (75) days prior to the anniversary date of the Agreement give written notice to the other party of intention to terminate and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
 - b) If either party elects to change any of the provisions of the Agreement, such party shall on a date not less than sixty (60) days, nor more than seventy-five (75) days prior to the anniversary date of the agreement give written notice to the other party.
 - c) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice which may be extended by mutual agreement.

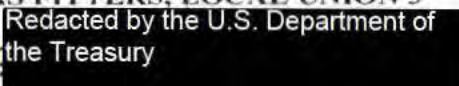
OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL 30

By: 
Redacted by the U.S. Department
of the Treasury

Title: Executive Director/CFO

Date: _____

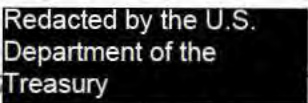
UNITED ASSOCIATION OF
JOURNEYMAN PLUMBERS AND
GAS FITTERS, LOCAL UNION 3

By: 
Redacted by the U.S. Department of
the Treasury

Title: Business Manager

Date: 6/3/16

DENVER PLUMBERS JOINT
APPRENTICESHIP AND
JOURNEYMAN COMMITTEE

By: 
Redacted by the U.S.
Department of the
Treasury

Title: Training Director

Date: 6/3/16

/opeiu#30
afl-cio

/opeiu#30
afl-cio

Western States Office and
Professional Employees
Pension Fund

WSO275

Employer
Participation
Agreement

Journeyman
Plumbers &
Gasfitters
#3

The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan")¹ for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: Plumbers Local 13
Contract Person: Kurt Steinhock
Address: 17100 E. 32nd Place
City, State & Zip: Arvada, CO 80011
Telephone: 303-739-9300

2. Local Information.

Employer has a collective bargaining agreement with Local Union 5 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

This Agreement is for the following: (check applicable box(es)):

- An existing Participating Employer to update Plan records.
- A new Participating Employer.
Effective date of coverage: _____
- A new group of Employees of an existing Participating Employer.
Effective date of coverage: _____

4. Coverage.

This Agreement covers the following (check applicable box(es)):

- Bargaining unit employees as described in Attachment A.
Note: Attach a copy of collective bargaining agreement.
- Nonbargaining unit employees described in Attachment B (see note).
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

RECEIVED
APR 21 11 05 2011

¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.

- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: Redacted by the U.S. Department of the Treasury
Print Name: Kurt w Steenhack
Title: Business Manager
Date Signed: 12/1/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury
Print Name: Judith Zenk, Co-Chair
Date Signed: DEC 06 2011

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury
Print Name: Michael Parmelee, Co-Chair
Date Signed: DEC 06 2011

RECEIVED
DEC 06 2011



OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
LOCAL NO. 5 *Affiliated with the AFL-CIO*



5621 BOWEN COURT, SUITE 101 * COMMERCE CITY, CO 80022 * 303-433-7909 * FAX: 303-433-7933

JUN 22 2010

June 15, 2010

Western States Office and Professional
Employees Pension Fund
c/o A & I Benefit Plan Administrators
1220 SW Morrison, Suite 300
Portland, OR 97205

Dear Dana:

Enclosed please find the recently negotiated collective bargaining agreement between Office and Professional Employees International Union Local 5 and Plumbers Local Union 3 and Plumbers Joint Apprenticeship and Training Committee.

This contract includes language to adopt the Rehabilitation Plan and the new Contribution Schedule. Please make the necessary changes to their billing statements for future months and any back payments or refunds as are appropriate.

Journeyman Plumbers Local 3 ✓
Employer Number: 0005-0275

Denver Plumbers Joint Apprenticeship & Training Committee ✓
Employer Number: 0005-0419

Thank you for your help in this matter.

Sincerely,

Redacted by the U.S. Department of the Treasury

Julie Spears
Business Representative
OPEIU Local 5

opeiu#5
afl-cio

Enclosure

COLLECTIVE BARGAINING AGREEMENT

by and between

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL #5, AFL/CIO**

and

TRADE UNION OFFICES NEGOTIATING COMMITTEE

on behalf of

Denver Firefighters Local #858

Denver Theatrical Stage Employees
Union Local #7

IAMAW Local Lodge 1886



May 1, 2015

to and including

April 30, 2018

ARTICLE 22 – PENSION

- 22.1** Effective May 1, 2015 the Employer agrees to contribute to the Western States Office and Professional Employees Pension Fund a contribution of one dollar and fifty cents (\$1.50) per straight time hour, on behalf of each employee. The bargaining unit employees (by individual office) may elect to put any amount of their negotiated wage rate into pension.
- 22.2** The Employer contributions, as provided herein, shall be made on eligible employees on the effective date, except for the employees serving their thirty (30) day probationary period. The contributions for probationary employees shall start on the first of the month following the thirty (30) day probationary period. This shall apply to all employees not presently covered by another pension plan which is Employer paid.
- 22.3** If an employee is injured on the job, the Employer shall continue to pay the required contributions for a period of three (3) months following the end of the month in which the injury occurs. The Employer shall continue payments for a minimum of ten (10) days for any employee on sick leave up to the maximum accumulated by the employee.
- 22.4** Regular or part-time employees who work seventy (70) or more hours per month shall be covered by the provisions of this Article. This shall not apply to extra help covering for vacation periods, or sick leave which does not exceed thirty (30) days.
- 22.5** The Employer agrees that if the employee chooses, they will withhold the employee contribution to the 401K plan set up by OPEIU #30. The employee may contribute at least 5%, but not more than 25% of his/her gross salary to this plan. FICA and Medicare taxes will be withheld but these contributions will not be subject to Federal and State taxes. The employee shall bear any administrative fees.
- 22.6** Effective with the May, 2012 hours paid, all of the Employers, who have not already done so, agree to adopt the Pension Rehabilitation Plan and to contribute on behalf of each employee the contribution amount listed in the Updated Supplemental Contribution Schedule provide by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the Contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in Article 22.1.

- 30.2** The Employer will use its best effort to hold in private any discussion of discipline of an employee or of deficiencies in the employee's performance.
- 30.3** The employees agree to perform their duties, timely and in an appropriate and professional style and form.
- 30.4** If a discussion with an employee is to be considered to be a disciplinary discussion, the employee will be told in advance so said employee can be afforded Union representation if he/she so desires.

ARTICLE 31 – VOTE

- 31.1** Employees who are eligible and registered to vote shall receive one (1) hour with pay to vote provided they have given twenty-four (24) hours notice.

ARTICLE 32 – TERM OF AGREEMENT

- 32.1** This Agreement shall be in full force and effect from the first day of May, 2015 to and including the thirtieth (30th) day of April 2018, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

- (A) If either party elects to terminate the Agreement, such party shall, on a date not less than sixty (60) days, nor more than ninety (90) days prior to expiration date of the Agreement, give written notice to the other party of intention to terminate, and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
- (B) If either party elects to change any of the provisions of the Agreement, such party shall, on a date not less than sixty (60) days nor more than ninety (90) days prior to the expiration date of the Agreement, given written notice to the other party.
- (C) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice, which time may be extended by mutual agreement.
- (D) This Agreement constitutes the entire contract between the two parties. Memorandums of Understanding relating to individual offices may be negotiated as separate from this master Agreement. Memorandums of Understanding will

not convey any contractual rights not specifically stated in that Memorandum of Understanding. Any signed Memorandums of Understanding will be forwarded to the Trade Union Offices and employees.

- (E) It is also expressly understood that any and all notices to open the agreement will be sent to all signatory employers individually.

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL #30**

Redacted by the U.S.
Department of the Treasury

By:

Title: Executive Director

Date: Aug 11, 2015

**DENVER THEATRICAL, STAGE,
FILM & EXHIBITION
EMPLOYEES UNION LOCAL 7**

Redacted by the U.S. Department
of the Treasury

By:

Title: Business Representative

Date: Aug. 31, 2015

Memorandum of Understanding
By and between
IATSE (Employer) and
OPEIU Local 30 (Union)

It is hereby agreed and understood by the parties that the collective bargaining agreement by and between Office and Professional Employees International Union Local 30 (union) and IATSE (employer), dated February 29, 2015 be amended as follows:

Bargaining unit members shall have the option to opt out of health plan coverage upon proof of coverage obtained from another source. The monthly premium that would be paid by the employer for health care (90% of the current health care premium) will instead be contributed to the employees 401(k) account provided by the union.

It is understood that, if the member so chooses they will be allowed to reenroll in the health plan and the employer will commence paying their 90% payment to the OPEIU Locals 30 & 537 Trust Fund, and the employee will commence a 10% payroll deduction for the same, and the employer will no longer deposit the premium equivalent into the employee's 401(k) account.

Office & Professional Employees
International Union Local #30

Redacted by the U.S.

By: Department of the Treasury

Title: EXEC DIR

Date: 5-7-15

Denver Theatrical Stage

Employees Union Local #7

Redacted by the U.S.

By: Department of the Treasury

Title: President

Date: 2/29/15

gm
opeiu30
office

ARTICLE 32 – TERM OF AGREEMENT

32.2 This Agreement shall be in full force and effect from the first day of May, 2015 to and including the thirtieth (30th) day of April 2018, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

- (A) If either party elects to terminate the Agreement, such party shall, on a date not less than sixty (60) days, nor more than ninety (90) days prior to expiration date of the Agreement, give written notice to the other party of intention to terminate, and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
- (B) If either party elects to change any of the provisions of the Agreement, such party shall, on a date not less than sixty (60) days nor more than ninety (90) days prior to the expiration date of the Agreement, given written notice to the other party.
- (C) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice, which time may be extended by mutual agreement.
- (D) This Agreement constitutes the entire contract between the two parties. Memorandums of Understanding relating to individual offices may be negotiated as separate from this master Agreement. Memorandums of Understanding will not convey any contractual rights not specifically stated in that Memorandum of Understanding. Any signed Memorandums of Understanding will be forwarded to the Trade Union Offices and employees.
- (E) It is also expressly understood that any and all notices to open the agreement will be sent to all signatory employers individually.

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL #30**

By: Redacted by the U.S.
Department of the
Treasury
Title: Executive Director
Date: Aug 11, 2018

**DENVER FIREFIGHTERS
LOCAL #858**

By: Redacted by the U.S.
Department of the
Treasury
Title: President
Date: Sept 7, 2015

ARTICLE 32 - TERM OF AGREEMENT

32.3 This Agreement shall be in full force and effect from the first day of May, 2015 to and including the thirtieth (30th) day of April 2018, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

- (A) If either party elects to terminate the Agreement, such party shall, on a date not less than sixty (60) days, nor more than ninety (90) days prior to expiration date of the Agreement, give written notice to the other party of intention to terminate, and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
- (B) If either party elects to change any of the provisions of the Agreement, such party shall, on a date not less than sixty (60) days nor more than ninety (90) days prior to the expiration date of the Agreement, given written notice to the other party.
- (C) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice, which time may be extended by mutual agreement.
- (D) This Agreement constitutes the entire contract between the two parties. Memorandums of Understanding relating to individual offices may be negotiated as separate from this master Agreement. Memorandums of Understanding will not convey any contractual rights not specifically stated in that Memorandum of Understanding. Any signed Memorandums of Understanding will be forwarded to the Trade Union Offices and employees.
- (E) It is also expressly understood that any and all notices to open the agreement will be sent to all signatory employers individually.

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL #30**
Redacted by the U.S.
Department of the Treasury

By:

Title: Executive Director

Date: 4/7/11, 2015

LAWAY LOCAL LODGE 1896
Redacted by the U.S. Department
of the Treasury

By:

Title: PRESIDENT

Date: 9/18/15

**Western States Office and
Professional Employees
Pension Fund**

**Employer
Participation
Agreement**

The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan")¹ for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: DENVER THEATRICAL STAGE EMPS #7
Contract Person: GAMY SCHMIDT
Address: 1475 CURTIS ST
City, State & Zip: DENVER, CO 80202 FEB 28 2011
Telephone: 303 534-2423

2. Local Information.

Employer has a collective bargaining agreement with Local Union 5 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

This Agreement is for the following: (check applicable box(es)):

- An existing Participating Employer to update Plan records.
 A new Participating Employer.
Effective date of coverage: _____
 A new group of Employees of an existing Participating Employer.
Effective date of coverage: _____

4. Coverage.

This Agreement covers the following (check applicable box(es)):

- Bargaining unit employees as described in Attachment A.
Note: Attach a copy of collective bargaining agreement.
 Nonbargaining unit employees described in Attachment B (see note).
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:

a. Employer is a (insert form of business): ENTERTAINMENT TECHNICIANS

Note: Partners and sole proprietors cannot participate in the Plan but partnerships and sole proprietorships may cover their employees.

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): _____

c. Employer elects to participate in the Plan as a contributing employer.

d. Employer now has the following employees (insert number):

1 employees covered by the collective bargaining agreement; and

_____ employees who are not covered by the collective bargaining agreement.

e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.

f. Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.

6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:

a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

b. Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.

- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: GARY SUTMOR

Title: TREASURER

Date Signed: 2/24/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Judith Zenk, Co-Chair

Date Signed: NOV 03 2011

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Michael Parmelee, Co-Chair

Date Signed: NOV 03 2011

FEB 08 2011

OP11
WS 8050

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LABOR AGREEMENT

between

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, DISTRICT W24**

and

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL #11, AFL-CIO**

For the Period:

December 1, 2012

Through

November 30, 2016

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adapt
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3-1-13

ARTICLE 14 – PENSION

Section 14.1 For the former W1 Employees:

14.1.1 It is agreed that the Employer shall remain a participating Employer in the TOC Woodworker, IAM Defined Contribution Pension Plan and to accept and be bound by the terms and provisions of said Plan during the period of the Agreement. To the above mentioned plan, the contribution rate of five cents (\$.05) per hour shall apply over the life of the Agreement.

14.1.2 It is agreed that the Employer shall remain a participating Employer in the IAM National Pension Plan and to accept and be bound by the terms and provisions of said plan. Effective December 1, 2012 the Employer agrees to increase the daily contribution rate to a total of \$18.40 per day. Effective December 1, 2014 the rate will increase to \$19.20 as a daily contribution rate.

Section 14.2 For the former District 24 Employees:

14.2.1 The Employer will contribute two dollars and seventy-six cents (\$2.76) per compensable hour (excluding overtime) for each employee to the Western States Office & Professional Employees Pension Fund.

14.2.2 The Employer will contribute seventy-three cents (\$.73) per compensable hour (excluding overtime) for each employee to the Western States 401K Retirement Fund of the OPEIU. At the employee's option, the employee may elect to make additional contributions to the Western States 401K Retirement Fund of the OPEIU by payroll deduction. The Employer shall withhold such voluntary contributions from the employee's pay and transmit such contributions on a monthly basis to the Plan Administrator.

ARTICLE 15 – HEALTH AND SANITATION

The Employer agrees to provide a comfortable and healthful work environment for its employees. This will include proper facilities as to light, heat, ventilation and seating. Ample restrooms will be provided, and these will be kept in a clean and sanitary condition at all times.

ARTICLE 16 – NON-DISCRIMINATION

Section 16.1 The Employer agrees to the principle of equal pay for equal work and agrees that there shall be non-discrimination exercised in this respect. In all cases where women are performing work of a comparable quality and quantity as that performed by men, the same rate of pay shall prevail.

Section 16.2 No clause in this Agreement shall be understood to imply any lowering of the working conditions and rates of pay heretofore existing in the office of the Employer.

ARTICLE 22 - TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from December 1, 2012, through November 30, 2016, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement, provided, that in the event the Union serves written notice in accordance with this Article, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provisions to the contrary notwithstanding. Upon the signing of this agreement or any future Agreement, the provisions therein shall be retroactive to the anniversary date.

As agreed to this 16th day of December, 2012.

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
DISTRICT LODGE W24

Redacted by the U.S. Department of the
Treasury

Jerald K. Elliott, Jr.
Assistant Directing Business Representative

OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL #11

Redacted by the U.S. Department of the
Treasury

Michael L. Richards
Executive Secretary-Treasurer

District Lodge W-24, IAMW

WS 8050



Memorandum of Understanding
between
International Association of Machinists and Aerospace Workers, District W24
and the
Office & Professional Employees International Union, Local 11

This Memorandum of Understanding is entered into by and between **International Association of Machinists and Aerospace Workers, District W24** and the **Office & Professional Employees International Union, Local 11**, covering Rochelle Conrad and Hiu Phai-Ng.

It is mutually agreed by all parties that the Employer agrees to continue a contribution of two dollars and seventy-six cents (\$2.76) and in addition the surcharge amount listed in the Supplemental Contribution schedule, per compensable hour, on behalf of each employee into the Western States Office & Professional Employees Pension Fund.

Be it further agreed that should there be any changes to the Supplemental Contribution Schedule the Employer shall adopt the newest schedule presented by the Trustees of the Western States Office & Professional Employees Pension Fund. Should the Western States Office & Professional Employees Pension fund release the Employer from the obligation to pay according to the Supplemental Contribution Schedule, then the minimum pension contribution amount of two dollars and seventy-six cents (\$2.76) per compensable hour shall be in full force and effect.

At the time of changes to the Pension Plan and the stabilization of the Plan under the Pension Protection Act, the parties shall meet and negotiate the outcome of the modification to the mandated surcharges imposed on the Employer.

Agreed on this 4th day of March 2013.

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, DISTRICT W24

OFFICE AND PROFESSIONAL
EMPLOYEES UNION, LOCAL 11

BY Redacted by the U.S. Department of the Treasury
Chip Elliot, President/DBR

BY Redacted by the U.S. Department of the Treasury
Michael Richards, Executive Secretary-Treasurer

M:Rabin
opw@11
cpl@ole
2013 Western States Pension MOU

**Western States Office and
Professional Employees
Pension Fund**

11-
8050

**Employer
Participation
Agreement**

The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan")¹ for participation as a Participating Employer to the Plan as provided in this Agreement.

FEB 1 2011

1. Employer Information. District

Name: IAM&AW District Lodge W24
Contract Person: Dan J. Sass
Address: 3645 SE 32nd Avenue
City, State & Zip: Portland, OR 97202
Telephone: (503) 238-5550, Ext. 117

2. Local Information.

Employer has a collective bargaining agreement with Local Union 11 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

This Agreement is for the following: (check applicable box(es)):

- An existing Participating Employer to update Plan records.
 A new Participating Employer.
Effective date of coverage: _____
 A new group of Employees of an existing Participating Employer.
Effective date of coverage: _____

4. Coverage.

This Agreement covers the following (check applicable box(es)):

- Bargaining unit employees as described in Attachment A.
Note: Attach a copy of collective bargaining agreement.
 Nonbargaining unit employees described in Attachment B (see note).
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:

a. Employer is a (*insert form of business*): Labor Organization.

Note: Partners and sole proprietors cannot participate in the Plan but partnerships and sole proprietorships may cover their employees.

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): IAM&AW District Lodge W24.

c. Employer elects to participate in the Plan as a contributing employer.

d. Employer now has the following employees (insert number):

2 employees covered by the collective bargaining agreement; and

 employees who are not covered by the collective bargaining agreement.

e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.

f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.**

6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:

a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**

- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Dan J. Sass

Title: Secretary-Treasurer

Date Signed: 2/9/2011

FEB 11 2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Judith Zenk, Co-Chair

Date Signed: NOV 03 2011

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Michael Parmelee, Co-Chair

Date Signed: NOV 03 2011

AGREEMENT

BETWEEN

DMC INSURANCE ADMINISTRATORS, INC.

And

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29**

November 1, 2015 – October 31, 2020



ARTICLE XIX. LIFE INSURANCE

The Employer will pay for a Thirty Thousand Dollar (\$30,000.00) Life Insurance, (Sixty Thousand Dollar [\$60,000.00] Accidental Death/Dismemberment), Policy for each regular employee.

ARTICLE XX. PENSION PLAN

Effective November 1, 2015, the Employer agrees to contribute into the Western States Office and Professional Employees Pension Fund, for the account of each regular employee and regular part-time employee working under this Agreement, Two Dollars and ninety cents (\$2.90) per hour paid.

Effective November 1, 2016, the Employer agrees to contribute Two Dollars and ninety-five cents (\$2.95) per hour paid.

Effective November 1, 2017, the Employer agrees to contribute Three Dollars and twenty cents (\$3.20) per hour paid.

Effective November 1, 2018, the Employer agrees to contribute Three Dollars and forty-five cents (\$3.45) per hour paid.

Effective November 1, 2019, the Employer agrees to contribute Three Dollars and seventy cents (\$3.70) per hour paid.

As of the effective date of this Agreement, hours paid, the Employer agrees to contribute on behalf of each regular employee and regular part-time employee the surcharge amount listed in the Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the Contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in this Article.

The parties have agreed that the Employer can withdraw from Western States Office and Professional Employees Pension Fund at their discretion, based on the withdrawal liability.

ARTICLE XXI. HEALTH & SAFETY

1. The Employer shall make every effort to provide and maintain safe working conditions and industrial health protection for employees. All work performed will be in compliance with all safety standards and OSHA regulations. Because the Labor Department had given the State of California the authority to regulate and enforce industrial safety as permitted by the Occupational Safety and Health Act, Employer agrees to abide by the regulations outlined by Cal OSHA.

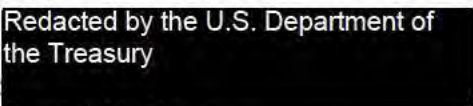
ARTICLE XXVII. TERM OF AGREEMENT


The term of this Agreement shall be from November 1, 2015 to and including October 31, 2020, and shall be deemed renewed thereafter from year to year unless either party gives written notice not later than August 31, 2020 (or sixty [60] days prior notice).

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____ 2015.

**DMC INSURANCE
ADMINISTRATORS INC.**

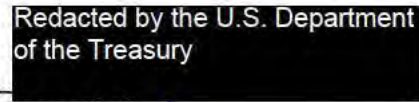
**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29**

By: 
Daniel M. Costa,
President

By: 
Tamara R. Rubyn,
President/Business Manager

Date: 10/27/2015

Date: 10/30/15

By: 
Terry Keller/
Business Representative

Date: 10-30-15

TK/lm(DMC10015)
cwa:9415/afl-cio

**Western States Office and
Professional Employees
Pension Fund**

1051134

**Employer
Participation
Agreement**

The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan")¹ for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: ILWU Welfare Fund
Contract Person: Victoria Goravilo
Address: PO Box 157
City, State & Zip: Pleasanton, CA 94566
Telephone: (925) 249-3365

2. Local Information.

Employer has a collective bargaining agreement with Local Union 29 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

This Agreement is for the following: (check applicable box(es)):

- An existing Participating Employer to update Plan records.
- A new Participating Employer.
Effective date of coverage: _____.
- A new group of Employees of an existing Participating Employer.
Effective date of coverage: _____.

4. Coverage.

This Agreement covers the following (check applicable box(es)):

MAR 02 2011

- Bargaining unit employees as described in Attachment A.
Note: Attach a copy of collective bargaining agreement.
- Nonbargaining unit employees described in Attachment B (see note).
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:

a. Employer is a (insert form of business): IAFT-HARTLEY HAW FUND

Note: Partners and sole proprietors cannot participate in the Plan but partnerships and sole proprietorships may cover their employees.

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): _____

c. Employer elects to participate in the Plan as a contributing employer.

d. Employer now has the following employees (insert number):

√ 2 employees covered by the collective bargaining agreement; and

N/A employees who are not covered by the collective bargaining agreement.

e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.

f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.**

6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:

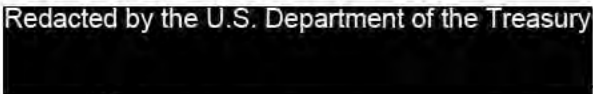
a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**

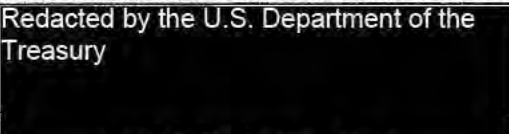
- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

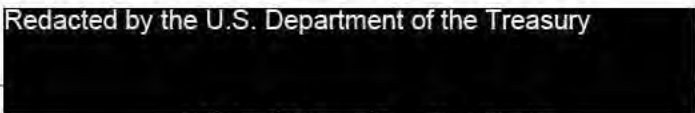
APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: 
Print Name: DANIEL M. COSTA
Title: ADMINISTRATOR
Date Signed: 2/25/2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: 
Print Name: Judith Zenk, Co-Chair
Date Signed: NOV 16 2011

CO-CHAIR SIGNATURE: 
Print Name: Michael Parmelee, Co-Chair
Date Signed: NOV 16 2011

MAR 02 2011

Office & Professional Employees International Union

Local 29

AFL-CIO & CLC

WS 1134

Tamara R. Rubyn, President/Business Manager | Patricia G. Sanchez, Secretary-Treasurer/Business Representative

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

AGREEMENT TO ADOPT REHABILITATION PLAN

Plan: Western States Office and Professional Employee's Pension Fund

Parties: Office & Professional Employees International Union, Local 29, the "Union; and
DMC INSURANCE ADMIN., the "Employer"

The Union and the Employer hereby agree to amend their Collective Bargaining Agreement as follows:

1. The Parties adopt the following schedule under the Plan's Rehabilitation Effective Date:

Effective Date: 11-1-12

Check applicable line: Rehabilitation Plan Sc
 Default Rehabilitation

Rehab was adopted on 11/1/11

2. The Employer agrees to contribute to the Plan at the rates required under the CBA and the applicable Rehabilitation Plan Schedule.
3. The Parties agree that their adoption of the Rehabilitation Plan is effective for the duration of the current CBA and to any renewals or extensions of the CBA.

EMPLOYER APPROVAL
Redacted by the U.S. Department of the Treasury

UNION APPROVAL

Signature

Title: CEO

Date: 10/23/12

Signature

Title: Business Rep

Date: 10-23-12

PGS/ra (RehabAdopt12)
cwa:2415/afl-cio

OPEIU LOCAL 11

APR 13 2016

RECEIVED

LABOR AGREEMENT
BETWEEN
UNITED LABOR UNION ASSOCIATION
AND THE
OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 11
AFL-CIO

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

Section 3. Eligibility for dependant healthcare coverage shall be in accordance with the Health and Welfare Trust rules.

ARTICLE 14. RETIREMENT PLANS

Section 1. Effective April 1, 2016 and for the duration of this Agreement the Employer agrees to contribute to the Western States 401k Retirement Fund of the OPEIU a minimum contribution of three dollars and sixteen cents (\$3.16) per compensable hour, excluding overtime. Employees who have new self-contributing amounts to the 401(k), the Employer shall match any amounts up to ten cents (\$0.10) per compensable hour.

No employee during the life of this Agreement shall suffer a reduction of Employer contribution or benefits by reason of adoption of this Agreement.

Section 2. During the life of this Agreement, all participants may elect to self-contribute to the Western States 401(k) Retirement Fund of the OPEIU in accordance with the Summary Plan Description.

Section 3. Be it further jointly advised that for long term pension benefits, the above amounts contributed shall be recognized as an incentive and that each participant, while not mandatory, seriously consider self-contributing amounts to insure a comfortable and dignified retirement.

Section 4. The said Retirement Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of Union and Employer representatives. The Agreement and Declaration of Trust, together with any amendments thereto, shall be considered a part of this Agreement as if set forth herein at length.

Section 5. The Employer confirms and ratifies the appointment of the persons designated as Trustees, who with their successors designated in the manner provided in the Agreement and Declaration of Trust, are called Employer Trustees.

Section 6. The said contribution shall be paid monthly up to and including the last payroll date of each and every calendar month on or before the 10th day of the following month. The contributions are to be stated on forms provided by the Retirement Fund.

Section 7. The Employer shall make available to the Retirement Fund any and all records of the covered employees that the Retirement Fund may require in connection with the sound and efficient operation of the Retirement Fund.

Section 8. If suit or other proceedings are necessary, the Employer shall be responsible for all reasonable attorney fees, costs and other expenses necessary to effect collection.

Section 9. Employer contributions shall commence on the hiring date on each permanent full-time or permanent short-hour employee of the Employer and shall not be subject to change during the life of this Agreement.

Section 10. This shall not affect present comparable Retirement Plans which have been approved by the Trustees of the Western States 401(k) Retirement Fund of the OPEIU.

Section 11. Effective April 1, 2016, and for the duration of this Agreement, the Employer agrees to make a minimum contribution of three dollars and ninety-three cents (\$3.93) per compensable hour to the Western States Office & Professional Employees Pension Fund for all employees. The Employer also agrees to contribute the additional eighty percent (80%) cap for the pension surcharge amount listed in the 2013 Rehab Plan, in accordance with the Supplemental Contribution Schedule, with a total contribution amount of seven dollars and seven cents (\$7.07) to the Western States Office & Professional Employees Pension Fund.

Be it further agreed that should there be any changes to the Western States Office & Professional Employees Pension Fund that would require the Employer to pay higher than what is defined in Section 11 to this Article (i.e.; contribution, tax, surcharge, or any other means), this Agreement shall open for the purposes of bargaining economics only. Should the Western States Office & Professional Employees Pension Fund release the Employer from its obligation to pay according to the 2013 Rehab Plan, in accordance with the Supplemental Contribution Schedule, then the Employer shall contribute the contractual pension contribution amount.

ARTICLE 15. HEALTH AND SANITATION

The Employer agrees to provide a comfortable and healthful work environment for its employees, in accordance with Local, State and Federal laws. This will include proper facilities as to light, heat, ventilation and seating. Ample restrooms will be provided, and these will be kept in a clean and sanitary condition at all times.

ARTICLE 16. EDUCATION

Section 1. **Career Development.** Employees may be assigned higher level work for training and development purposes on a limited term basis. The Employer shall make every effort to distribute such assignments on an equitable basis. Assignments of employees to a position in a higher level classification under this Section shall normally be for a maximum of sixty (60) days unless otherwise agreed or work-out-of-classification pay is offered. Employees shall be informed in writing of the purpose of the assignment and its expected duration. Career development opportunities shall not be used to prevent the filling of vacant positions.

Section 2. **Tuition Reimbursement.** The Employer shall reimburse an employee for the cost of tuition, registration, associated books and fees for any classes, seminars or conferences taken by an employee on the employee's own time which are directly related to the employee's current position and which, in the opinion of the Employer, will result in improved job performance. Prior approval from the Employer is required and is subject to the availability of budgeted funds. For courses or training for which a grade is issued, the employee must attain a grade of "C" or better in order to receive reimbursement.

ARTICLE 17. NON-DISCRIMINATION

Section 1. The Employer agrees to the principle of equal pay for equal work and agrees that there shall be no discrimination exercised in this respect. In all cases where women are performing work of a comparable quality and quantity as that performed by men, the same rate of pay shall prevail.

Section 2. No clause in this Agreement shall be understood to imply any lowering of the

ARTICLE 24. TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from April 1, 2016 through March 31, 2019, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided, that in the event the Union serves written notice in accordance with this Article, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provisions of this Agreement, any other provisions to the contrary notwithstanding. Upon signing of this Agreement or any future Agreement, the provisions therein shall be retroactive to the anniversary date.

As agreed this 31st day of March 2016:

**UNITED LABOR UNION
ASSOCIATION**

**OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 11**

Redacted by the U.S. Department of the Treasury

Gary Young/Business Manager IBEW Local 48
ULUA - President

Michael L. Richards/ Executive Secretary-Treasurer
OPEIU Local 11

Redacted by the U.S. Department of the Treasury

Dave Winkler/Business Representative IUPAT – DC#5
ULUA-Secretary

Maureen Colvin /Union Representative
OPEIU Local 11

Redacted by the U.S. Department of the Treasury

Bill Mehrens/Assistant Business Manager UA-290
ULUA- Negotiating Team

Donna Allen/Member
OPEIU Local 11

Redacted by the U.S. Department of the Treasury

Jack Johnson/IUPAT – DC#5
ULUA- Negotiating Team

Laura Robbins/Member
OPEIU Local 11

Redacted by the U.S. Department of the Treasury

Al Shropshire/Business Manager UA-290
ULUA- Negotiating Team

MMC/dmt
opeiu1/aff-cio

ARTICLE 14. RETIREMENT PLANS

Section 1. Effective 4/1/10 the Employer agrees to contribute to the Western States 401k Retirement Fund of the OPEIU a minimum contribution of three dollars and sixteen cents (\$3.16) per compensable hour, excluding overtime.

Effective 4/1/11 the Employer agrees to contribute to the Western States 401k Retirement Fund of the OPEIU a minimum contribution of three dollars and sixteen cents (\$3.16) per compensable hour, excluding overtime.

Effective 4/1/12 the Employer agrees to contribute to the Western States 401k Retirement Fund of the OPEIU a minimum contribution of three dollars and sixteen cents (\$3.16) per compensable hour, excluding overtime

No employee during the life of this Agreement shall suffer a reduction of Employer contribution or benefits by reason of adoption of this Agreement.

Section 2. During the life of this Agreement, all participants may elect to self-contribute to the Western States 401k Retirement Fund of the OPEIU in accordance with the Summary Plan Description.

Section 3. Be it further jointly advised that for long term pension benefits, the above amounts contributed shall be recognized as an incentive and that each participant, while not mandatory, seriously consider self-contributing amounts to insure a comfortable and dignified retirement.

Section 4. The said Retirement Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of Union and Employer representatives. The Agreement and Declaration of Trust, together with any amendments thereto, shall be considered a part of this Agreement as if set forth herein at length.

Section 5. The Employer confirms and ratifies the appointment of the persons designated as Trustees, who with their successors designated in the manner provided in the Agreement and Declaration of Trust, are called Employer Trustees.

Section 6. The said contribution shall be paid monthly up to and including the last payroll date of each and every calendar month on or before the 10th day of the following month. The contributions are to be stated on forms provided by the Retirement Fund.

Section 7. The Employer shall make available to the Retirement Fund any and all records of the covered employees that the Retirement Fund may require in connection with the sound and efficient operation of the Retirement Fund.

Section 8. If suit or other proceedings are necessary, the Employer shall be responsible for all reasonable attorney fees, costs and other expenses necessary to effect collection.

Section 9. Employer contributions shall commence on the hiring date on each permanent full-time or permanent short-hour employee of the Employer and shall not be subject to change during the life of this Agreement.

Section 10. This shall not affect present comparable Retirement Plans which have been approved by the Trustees of the Western States 401k Retirement Fund of the OPEIU.

Section 11. Effective April 1, 2010, the Employer agrees to make a minimum contribution of three dollars and ninety-three cents (\$3.93) per compensable hour to the Western States Office & Professional Employees Pension Fund for all employees. The Employer agrees to contribute an additional seventy-five cents (\$0.75) for the pension surcharge with a total contribution amount of four dollars and sixty-eight cents (\$4.68) to the Western States Office & Professional Employees Pension Fund.

Effective April 1, 2011, the Employer agrees to make a minimum contribution of three dollars and ninety-three cents (\$3.93) per compensable hour to the Western States Office & Professional Employees Pension Fund for all employees. The Employer agrees to continue to contribute seventy-five cents (\$0.75) and an additional fifty-nine cents (\$0.59) for the pension surcharge with a total contribution amount of five dollars and twenty-seven cents (\$5.27) to the Western States Office & Professional Employees Pension Fund.

Effective April 1, 2012, the Employer agrees to make a minimum contribution of three dollars and ninety-three cents (\$3.93) per compensable hour to the Western States Office & Professional Employees Pension Fund for all employees. The Employer agrees to continue to contribute one dollar and thirty-four cents (\$1.34) and an additional fifty-nine cents (\$0.59) for the pension surcharge with a total contribution amount of five dollars and eighty-six cents (\$5.86) to the Western States Office & Professional Employees Pension Fund.

Be it further agreed that should the Western States Office & Professional Employees Pension Fund go back into the green and/or the Pension Rehabilitation Plan be resolved; the additional fifty-nine cents (\$0.59) contributed to the pension surcharge shall be distributed with thirty cents (\$0.30) going to the Employer and twenty-nine cents (\$0.29) applied to employee wage rates as defined in Article 17 of this Agreement.

ARTICLE 15. HEALTH AND SANITATION

The Employer agrees to provide a comfortable and healthful work environment for its employees. This will include proper facilities as to light, heat, ventilation and seating. Ample restrooms will be provided, and these will be kept in a clean and sanitary condition at all times.

ARTICLE 16. NON-DISCRIMINATION

Section 1. The Employer agrees to the principle of equal pay for equal work and agrees that there shall be no discrimination exercised in this respect. In all cases where women are performing work of a comparable quality and quantity as that performed by men, the same rate of pay shall prevail.

MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

The undersigned parties hereby mutually agree to this Memorandum of Understanding with the intent to allow proper communications between the parties while preserving the spirit of the Collective Bargaining Agreement with regards to the Western States Office & Professional Employees Pension Fund.

The parties agree that with reference to Article 14, Section 11 – Paragraph 4 that should the Office & Professional Employees Pension Fund go back into the green and/or the Pension Rehabilitation Plan be resolved the twenty-nine cents (\$0.29) applied to employee wage rates; as defined in Article 17 to this Agreement; shall be for both the years 2011 and 2012.

Be it further agreed that any dispute regarding the interpretation and/or application of this Memorandum of Understanding shall be addressed pursuant to the terms of Article 20 Grievance Machinery to the Collective Bargaining Agreement.

This Memorandum of Understanding shall remain in full force and effect until March 31, 2013.

SIGNED this 30th day of ~~August~~ ^{SEPTEMBER} 2010.

Redacted by the U.S.
Department of the
Treasury

Lou Christian/Assistant Business Manager; UA-290
ULUA-President

Redacted by the U.S. Department of the
Treasury

Michael L. Richards/Executive Secretary-Treasurer
OPEIU Local 11

Redacted by the U.S.
Department of the
Treasury

Dave Winkler/Business Representative IUPAT-DC #5
ULUA-Secretary

Redacted by the U.S. Department of
the Treasury

Maureen Bower/Union Representative
OPEIU Local 11

Redacted by the U.S. Department of the
Treasury

Brett Hinsley/Business Manager Cement Masons Local 555
ULUA-Negotiating Team

Redacted by the U.S.
Department of the

Local 11

Redacted by the U.S. Department of
the Treasury

Madelyn Elder/President CWA Local 7901
ULUA-Negotiating Team

Redacted by the U.S.
Department of the Treasury

Local 11

Redacted by the U.S. Department of
the Treasury

Local 29
ULUA-Negotiating Team

ULUA 2013 – Page 18

Ratified by ballot vote 8/26/10

**Western States Office and
Professional Employees
Pension Fund**

FEB 08 2011

**Employer
Participation
Agreement**

The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan")¹ for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: IUEC Local 23
Contract Person: Christy Regalado
Address: PO Box 301535
City, State & Zip: Portland, OR 97294
Telephone: 503 252-5852

2. Local Information.

Employer has a collective bargaining agreement with Local Union ~~200~~ 11 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

This Agreement is for the following: (check applicable box(es)):

- An existing Participating Employer to update Plan records.
 A new Participating Employer.
Effective date of coverage: _____
 A new group of Employees of an existing Participating Employer.
Effective date of coverage: _____

4. Coverage.

This Agreement covers the following (check applicable box(es)):

- Bargaining unit employees as described in Attachment A.
Note: Attach a copy of collective bargaining agreement.
 Nonbargaining unit employees described in Attachment B (see note).
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:

a. Employer is a (*insert form of business*): Non Profit.

Note: Partners and sole proprietors cannot participate in the Plan but partnerships and sole proprietorships may cover their employees.

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): IUEC Local 23.

c. Employer elects to participate in the Plan as a contributing employer.

d. Employer now has the following employees (insert number):

1 employees covered by the collective bargaining agreement; and

0 employees who are not covered by the collective bargaining agreement.

e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.

f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.**

6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:


a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**

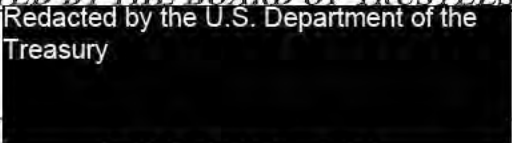
- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

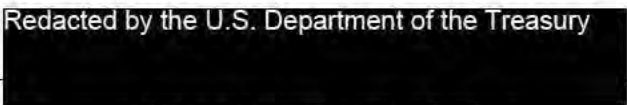
APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: 
Print Name: Mike Bodendorf
Title: Business Representative
Date Signed: 2/7/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: 
Print Name: Judith Zenk, Co-Chair
Date Signed: NOV 16 2011

CO-CHAIR SIGNATURE: 
Print Name: Michael Parmelee, Co-Chair
Date Signed: NOV 16 2011

AGREEMENT

Between

FOUNDATION FOR FAIR CONTRACTING

And

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29, AFL-CIO**

June 16, 2014 – June 15, 2017



ARTICLE XV. EMPLOYEES HOSPITALIZATION, DENTAL DRUG & MAJOR MEDICAL – continued

The Employer further agrees that the above Health and Welfare benefits shall be continued for two (2) additional months for an employee on a leave due to sickness or disability.

ARTICLE XVI. PENSION PLAN

Current contributions are Nine Dollars and thirty-two cents (\$9.32) per hour.

Effective June 16, 2014 and each year thereafter, pension contributions shall be increased into a Trust Fund, known as Western States Office & Professional Employees Pension Fund, for the account of each employee working under this Agreement equal to the pension increases given to the non OPEIU 29 staff at Foundation For Fair Contracting.

The Employer shall notify the Union in writing the amount of the pension increase no later than ten working days of the effective date each year.

If any employee under the Agreement is granted a leave of absence without pay in excess of thirty (30) days, his/her name shall be deemed to have been removed from the payroll of the Employer, and the Employer shall not be obligated to make monthly payments into the Plan for the benefits of such employee for the period of such leave.

It is hereby agreed by and between the parties hereto that the Employer herein shall not be required to contribute to any other pension fund for and on behalf of employees covered by this Agreement and that no demand or request shall be made on behalf of said employees for contributions to any other pension trust fund other than the Western States Office & Professional Employees Pension Fund. It is further agreed that if there is any obligation created by law to contribute to any other pension trust fund for and on behalf of said employees, any obligations contributing to said Office & Professional Employees Pension Fund shall be null and void.

It is further understood and agreed that OPEIU, Local 29 will make no demand on its behalf or on behalf of its members to require contributions into more than one pension plan.

The Employer shall pay contributions on behalf of each eligible bargaining unit employee as defined in the incorporated rate of the Supplemental Employers Contribution Schedule, as defined by the Trustees of the Pension Plan.

ARTICLE XVII. LEAVES OF ABSENCE

Employees may be granted leaves of absence, without pay, for reasonable periods of time, which leaves of absence shall not affect the employee's rights under this Agreement. Said leaves of absence shall not be arbitrarily denied. Conditions of leaves of absence shall be mutually agreed upon and reduced to writing. In the event of the death of a parent, brother, sister, spouse, child of the employee, grandparents or domestic partner, the employee may use up to five (5) days sick leave.

ARTICLE XXI. DURATION OF AGREEMENT

This Agreement, together with all provisions set forth herein, shall continue in full force and effect from June 16, 2014 through June 15, 2017, and shall continue in full force and effect thereafter unless either party hereto shall desire a change, in which case, s/he shall give the other party notice in writing of the desired changes at least sixty (60) days and not more than ninety (90) days prior to the anniversary date of this Agreement in any one (1) year. In such event, negotiations shall be reopened in order to revise the Article or Articles regarding which notice of the proposed changes has been served. When agreed upon, these changes shall be incorporated into this Agreement, effective as of the beginning of the year's term for which the revisions were proposed. Any strike or stoppage of work after the expiration or modification date of this Agreement shall not be deemed in violation of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and their seals this _____ day of _____, 2014.

FOUNDATION FOR FAIR CONTRACTING

Redacted by the U.S. Department of the Treasury

By:

Bryan Berthiaume
Director

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

Redacted by the U.S. Department of the Treasury

By:

Tamara R. Rubyn
President/Business Manager

Date:

7-18-14

Date:

7/23/14

TR/lm(OPR69014)
cwa:9415/af-cio

**Western States Office and
Professional Employees
Pension Fund**

WS 10912

**Employer
Participation
Agreement**

The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan")¹ for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: — **DARBI GRIFFIN** —
Contract Person: — **FOUNDATION FOR FAIR CONTRACTING** —
Address: — **3807 PASADENA AVE STE 150** —
City, State & Zip: — **SACRAMENTO CA 95821** —
Telephone: — (916) 487-7871 —

2. Local Information.

Employer has a collective bargaining agreement with Local Union _____ (*insert number*) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

This Agreement is for the following: (*check applicable box(es)*):

- An existing Participating Employer to update Plan records.
- A new Participating Employer.
Effective date of coverage: _____.
- A new group of Employees of an existing Participating Employer.
Effective date of coverage: _____.

4. Coverage.

This Agreement covers the following (*check applicable box(es)*):

- Bargaining unit employees as described in Attachment A.
Note: Attach a copy of collective bargaining agreement.
- Nonbargaining unit employees described in Attachment B (see note).
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.

A&I RECEIVED
SEP 13 2011

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:

a. Employer is a (*insert form of business*): NON PROFIT CORPORATION

Note: Partners and sole proprietors cannot participate in the Plan but partnerships and sole proprietorships may cover their employees.

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): FOUNDATION FOR FAIR

c. Employer elects to participate in the Plan as a contributing employer. CONTRACTING

d. Employer now has the following employees (insert number):

1 employees covered by the collective bargaining agreement; and

1 employees who are not covered by the collective bargaining agreement.

e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.

f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.**

6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:

a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**

- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE: _____

Print Name:

BRYAN BERTHAME

Title:

EXECUTIVE DIRECTOR

Date Signed:

AUGUST 29, 2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name:

Judith Zenk, Co-Chair

Date Signed:

OCT 26 2011

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name:

Michael Parmelee, Co-Chair

Date Signed:

OCT 26 2011

A&I RECEIVED

SEP 13 2011

AGREEMENT

Between

FOUNDATION FOR FAIR CONTRACTING

And

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29, AFL-CIO**

June 16, 2014 – June 15, 2017



ARTICLE XV. EMPLOYEES HOSPITALIZATION, DENTAL DRUG & MAJOR MEDICAL – continued

The Employer further agrees that the above Health and Welfare benefits shall be continued for two (2) additional months for an employee on a leave due to sickness or disability.

ARTICLE XVI. PENSION PLAN

Current contributions are Nine Dollars and thirty-two cents (\$9.32) per hour.

Effective June 16, 2014 and each year thereafter, pension contributions shall be increased into a Trust Fund, known as Western States Office & Professional Employees Pension Fund, for the account of each employee working under this Agreement equal to the pension increases given to the non OPEIU 29 staff at Foundation For Fair Contracting.

The Employer shall notify the Union in writing the amount of the pension increase no later than ten working days of the effective date each year.

If any employee under the Agreement is granted a leave of absence without pay in excess of thirty (30) days, his/her name shall be deemed to have been removed from the payroll of the Employer, and the Employer shall not be obligated to make monthly payments into the Plan for the benefits of such employee for the period of such leave.

It is hereby agreed by and between the parties hereto that the Employer herein shall not be required to contribute to any other pension fund for and on behalf of employees covered by this Agreement and that no demand or request shall be made on behalf of said employees for contributions to any other pension trust fund other than the Western States Office & Professional Employees Pension Fund. It is further agreed that if there is any obligation created by law to contribute to any other pension trust fund for and on behalf of said employees, any obligations contributing to said Office & Professional Employees Pension Fund shall be null and void.

It is further understood and agreed that OPEIU, Local 29 will make no demand on its behalf or on behalf of its members to require contributions into more than one pension plan.

The Employer shall pay contributions on behalf of each eligible bargaining unit employee as defined in the incorporated rate of the Supplemental Employers Contribution Schedule, as defined by the Trustees of the Pension Plan.

ARTICLE XVII. LEAVES OF ABSENCE

Employees may be granted leaves of absence, without pay, for reasonable periods of time, which leaves of absence shall not affect the employee's rights under this Agreement. Said leaves of absence shall not be arbitrarily denied. Conditions of leaves of absence shall be mutually agreed upon and reduced to writing. In the event of the death of a parent, brother, sister, spouse, child of the employee, grandparents or domestic partner, the employee may use up to five (5) days sick leave.

ARTICLE XXI. DURATION OF AGREEMENT

This Agreement, together with all provisions set forth herein, shall continue in full force and effect from June 16, 2014 through June 15, 2017, and shall continue in full force and effect thereafter unless either party hereto shall desire a change, in which case, s/he shall give the other party notice in writing of the desired changes at least sixty (60) days and not more than ninety (90) days prior to the anniversary date of this Agreement in any one (1) year. In such event, negotiations shall be reopened in order to revise the Article or Articles regarding which notice of the proposed changes has been served. When agreed upon, these changes shall be incorporated into this Agreement, effective as of the beginning of the year's term for which the revisions were proposed. Any strike or stoppage of work after the expiration or modification date of this Agreement shall not be deemed in violation of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and their seals this _____ day of _____, 2014.

FOUNDATION FOR FAIR CONTRACTING

Redacted by the U.S. Department of the Treasury

By:

Bryan Berthiaume
Director

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

Redacted by the U.S. Department of the Treasury

By:

Tamara R. Rubyn
President/Business Manager

Date:

7-18-14

Date:

7/23/14

TR/ln(OPR69014)
cwa:9415/af-cio

**Western States Office and
Professional Employees
Pension Fund**

**Employer
Participation
Agreement** MAR 04 2011

The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan")¹ for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: FOUNDATION FOR FAIR CONTRACTING
Contract Person: DARBI GRIFFIN
Address: 3807 PASADENA AVE #150
City, State & Zip: SACRAMENTO, CA 95821
Telephone: (916) 487-7871

2. Local Information.

Employer has a collective bargaining agreement with Local Union _____ (*insert number*) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

This Agreement is for the following: (*check applicable box(es)*):

- An existing Participating Employer to update Plan records.
 A new Participating Employer.
Effective date of coverage: _____
 A new group of Employees of an existing Participating Employer.
Effective date of coverage: _____

4. Coverage.

This Agreement covers the following (*check applicable box(es)*):

- Bargaining unit employees as described in Attachment A.
Note: Attach a copy of collective bargaining agreement.
 Nonbargaining unit employees described in Attachment B (see note).
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:

a. Employer is a (*insert form of business*): NON-PROFIT

Note: Partners and sole proprietors cannot participate in the Plan but partnerships and sole proprietorships may cover their employees.

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): FOUNDATION FOR FAIR CONTRACTING

c. Employer elects to participate in the Plan as a contributing employer.

d. Employer now has the following employees (insert number):

1 employees covered by the collective bargaining agreement; and

1 employees who are not covered by the collective bargaining agreement.

e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.

f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.**

6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:

a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**

MAR 04 2011

- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE: _____

Print Name:

BRYAN BERTHAUME

Title:

EXECUTIVE DIRECTOR

Date Signed:

3/1/2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name:

Judith Zenk, Co-Chair

Date Signed:

NOV 03 2011

CO-CHAIR SIGNATURE: _____

Print Name:

Michael Parmelee, Co-Chair

Date Signed:

NOV 03 2011

AGREEMENT

Between

GEORGE BIANCHI CONSTRUCTION, INC.

And

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29**

January 1 , 2007 - December 31, 2009



REC'D APR 09 2007

29-8234

* Side letter pg 18.

ARTICLE 12. PENSION PLAN

The Employer agrees to contribute into a Trust Fund, known as Western States Office & Professional Employees Pension Fund, for the account of each eligible employee working under this Agreement, the sum of Three Dollars and ninety cents (\$3.90) per hour, effective December 31, 2006. To be eligible for participation in the Plan, an employee for the purposes of this Article shall mean: "Any employee on the payroll on the first (1st) day of the calendar month, and who works more than seventy (70) hours each succeeding and consecutive calendar month thereafter," the sum of Three Dollars and ninety cents (\$3.90) per hour shall be paid by the Employer effective December 31, 2006.

Effective December 31, 2007, the pension contribution shall be increased by sixty-two cents (\$.62) per hour for a total of Four Dollars and fifty-two cents (\$4.52) per hour.

Effective December 31, 2008, the pension contribution shall be increased by sixty-four cents (\$.64) per hour for a total of Five Dollars and sixteen cents (\$5.16) per hour.

Employees can participate in a 401(k) plan by the employees' contributions if they so choose.

ARTICLE 13. DISCIPLINE AND DISCHARGE

- (a) All new employees shall be required to complete a sixty (60) calendar day probationary period. Upon completion of the sixty (60) calendar day probationary period, the employee shall be considered a permanent employee. A probationary employee can be discharged for any reason, no written notice shall be given.
- (b) Any employee of over three (3) months continuous employment, but less than six (6) months employment, who may be discharged or laid off shall be given one (1) week's notice in writing or one (1) week's pay in lieu thereof. Any employee of over six (6) months' continuous service who may be discharged or laid off shall be given two (2) weeks' notice in writing or two (2) weeks' pay in lieu thereof. This clause shall not apply when the discharge is because of dishonesty or misconduct. It shall be a reciprocal obligation and a matter of good faith on the part of the employee to give one (1) week's notice in writing after three (3) months' employment or two (2) weeks' notice in writing after six (6) months' employment in the case of an intended resignation.
- (c) In the event an employee terminates for any reason after six (6) months' employment, said employee shall be entitled to prorated vacation pay from the Employer in addition to said two (2) week's notice.
- (d) The Employer shall have the right to discharge any employee for good and sufficient reasons, but no employee shall be discharged or discriminated against by reason of Union membership or Union activities.

The Employer agrees to the concept of progressive discipline.

ARTICLE 33. DURATION OF AGREEMENT - continued

section of the Agreement that may arise during negotiations. If no agreement on the changes or modifications is reached prior to the expiration date of this Agreement, the Agreement will automatically expire and terminate as of December 31, 2009, unless the parties mutually agree to extend the term of the Agreement pending further negotiations. Any changes agreed upon shall be incorporated into this Agreement effective as of the beginning of the year's term for which the revisions were proposed.

**GEORGE BIANCHI CONSTRUCTION,
INC.**

Redacted by the U.S.
Department of the
Treasury

By: _____
George Bianchi
Chief Executive Officer

Date: 03-19-07

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29**

Redacted by the U.S. Department of the
Treasury

By: _____
Tamara R. Rubyn,
President/Business Manager

Date: 3/19/07

Redacted by the U.S. Department of
the Treasury

By: _____
Kelly Gschwend,
Business Representative

Date: 3-19-07

KG/lm(BIA10006)
cwa:9415/afl-cio



Office and Professional Employees International Union
2800 First Avenue, Room 304 • Seattle, WA 98121 • (206) 441-8880 • 1-800-600-2433

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

I.U.P.A.T. PAINTERS UNIONS' TRADE SECTION

AND

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NOS. 8 AND 11, AFL-CIO**

FOR THE PERIOD OF

APRIL 1, 2015 THROUGH MARCH 31, 2018

the Employer shall increase the minimum hourly rates of all bargaining unit employees by one hundred percent (100%) of the Seattle-Bremerton average for Urban Wage Earners and Clerical Workers ("CPI") measured from February to February each year, with a minimum of one percent (1%) to a maximum of four and one-half percent (4.5%).

Section 14.1(j) Prior experience in the Trade Section will be considered by the Employer when determining starting salary for the employee.

Section 14.1(k) The rate for temporary employees, as defined in Article 8, Section 8.3, shall be set at eighty percent (80%) of the starting salary for the appropriate pay classification; provided that, (a) the employee has not held a permanent position in the office and, (b) has not worked more than sixty (60) days for the Employer during the last twelve (12) month period. Exceptions (a) and (b) shall be paid at one hundred percent (100%) of the appropriate pay classification and level.

Section 14.2 Where a person does a combination of any of the above described classifications, the salary shall be based upon the highest paid classification.

Section 14.3 Six-month and one-year step increases for regular full and part-time employees shall be based on calendar months; for each six month increase, temporary and on-call employees must work four hundred fifty-five (455) hours.

Section 14.4 The Union has the right to divert monies generated from the respective salary increases for the purpose of providing additional fringe benefits available through the Puget Sound Benefits Trust and Western States Office and Professional Employees Pension Fund. The Employer will be notified by the Union of such diversion and all salary schedules and employees' salaries will be adjusted accordingly.

Section 14.5 The Employer shall pay for the cost of employee parking or a bus pass or a ferry system pass at the request of the employee, for work purposes.

ARTICLE 15

PENSIONS

Section 15.1(a) WESTERN STATES PENSION. The Employer agrees to and shall be bound by all the terms, conditions and provisions of the Trust Agreement and any changes, additions, amendments or modifications thereto which are made by the authorized Joint Trustees of the Western States Office & Professional Employees Pension Fund.

Effective April 1, 2015, the Employer agrees to continue a contribution of three dollars and thirty cents (\$3.30) and in addition the surcharge amount of eighty percent (80%) as listed in the Supplemental Contribution Schedule of the Rehabilitation Plan, per compensable hour for each regular full-time employee and each regular part-time employee covered by this Agreement to the Western States Office & Professional Employees Pension Fund, not to exceed thirty-five (35) hours in any one week. The total contribution shall be \$5.94 per hour (\$3.30 + \$2.64).

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 AND LOCAL 11 – IUPAT PAINTERS UNION'S TRADE SECTION

Effective April 1, 2016, the Employer agrees to continue a contribution of three dollars and thirty cents (\$3.30) and in addition the surcharge amount of eighty percent (80%) as listed in the Supplemental Contribution Schedule of the Rehabilitation Plan, per compensable hour for each regular full-time employee and each regular part-time employee covered by this Agreement to the Western States Office & Professional Employees Pension Fund, not to exceed thirty-five (35) hours in any one week. The total contribution shall be \$5.94 per hour (\$3.30 + \$2.64).

Effective April 1, 2017, the Employer agrees to continue a contribution of three dollars and thirty cents (\$3.30) and in addition the surcharge amount of eighty percent (80%) as listed in the Supplemental Contribution Schedule of the Rehabilitation Plan, per compensable hour for each regular full-time employee and each regular part-time employee covered by this Agreement to the Western States Office & Professional Employees Pension Fund, not to exceed thirty-five (35) hours in any one week. The total contribution shall be \$5.94 per hour (\$3.30 + \$2.64).

Should the Western States Office & Professional Employees Pension Fund release the Employer from the obligation to pay according to the Supplemental Contribution Schedule, then the minimum pension contribution amount of three dollars and thirty cents (\$3.30) per compensable hour shall be in full force and effect.

Section 15.1(b) Said contribution shall be made to the Western States Office and Professional Employees & Professional Employees Pension Fund in the manner set forth in the Trust Agreement of said Trust. The details of such Retirement Plan established by this Trust Fund and this Trust Fund itself shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and management who are signatory to the Trust Agreement of the aforesaid Trust Fund. Within ninety (90) days of the ratification of this Agreement, the Union shall furnish the Employer with a current copy of the Trust Agreement when requested.

Section 15.2 If the Employer is contributing instead to the Western Washington Painters Trust, the contributions shall be as follows:

Effective April 1, 2015, the Employer shall contribute four dollars and twenty four cents (\$4.24) per compensable hour for each regular full-time employee and each regular part-time employee participating in the Western Washington Painters Trust, not to exceed thirty-five (35) hours in any one week.

Section 15.3(a) SUPPLEMENTAL PENSION. Effective April 1, 2015, the Employer shall contribute fifteen cents (\$0.15) per compensable hour for each regular full-time employee and each regular part-time employee covered by this Agreement, not to exceed thirty-five (35) hours in any one week. The Employer agrees to and shall be bound by all terms, conditions and provisions of the Trust Agreement and any changes, additions, amendments or modifications thereto which are made by the authorized Joint Trustees of the Office and Professional Employees Local 8 and Local 11 Supplemental Retirement Fund.

Section 15.3(b) SALARY DIVERSION. An amount may be elected by each employee as a reduction in the minimum salary schedule described in the Salary Schedule for the purpose of

contributing such amount to the Office and Professional Employees Local 8 and Local 11 Supplemental Retirement Fund. The Employer agrees to transmit the amounts withheld from such employees' wages on a pre-tax basis as soon as the funds can be transmitted and no later than the next payroll period following an employee's written request for such wage diversion. Employees may elect to divert any amount up to the maximum threshold set by the IRS rules governing 401(k) plans. An employee shall be entitled to only one (1) election each quarter of a calendar year and, once made, the election shall not be subject to revocation. The forms for the election shall be provided by the administrative office of the aforesaid Trust Fund. Any election under this paragraph shall not be effective until the first of the month following the month in which a completed election form is provided to the Employer. The resulting salary level shall be considered to be the negotiated salary level for that employee for the remainder of this Agreement following the election. However, for the purposes of determining any other amounts under this Agreement based upon wage level, the original amount described in the Salary Schedule shall apply.

The Employer agrees to provide employee information as may be needed by the Administrator of the Plan including information that may be needed to complete any required IRS discrimination tests.

ARTICLE 16

NON-DISCRIMINATION

Section 16.1 The Employer agrees to not discriminate against an employee because of his/her activity as a member of the Office and Professional Employees International Union Local No. 8 and Local No. 11.

Section 16.2 Neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, sex, age, sexual orientation, religion, ancestry, marital status, political ideology, or the presence of a sensory, mental or physical handicap subject to occupational requirements and the ability to perform the job.

Section 16.3 The Employer agrees to the principle of equal pay for equal work and agrees that there shall be no discrimination exercised in this respect. In all cases where women are performing work of a comparable quantity and quality as that performed by men, the same rate of pay shall prevail. This applies only to positions in the bargaining unit.

Section 16.4 No clause in this Agreement shall be understood to imply any lowering of the working conditions and rates of pay heretofore existing in the office of the employees.

ARTICLE 17

SEPARABILITY

In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or through government regulations or decrees, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that

ARTICLE 20

HEALTH AND SAFETY

Section 20.1 The Employer retains exclusive responsibility for workplace health and safety and agrees to provide a safe and healthful work environment for all employees and to provide for reasonable standards of workplace sanitation, ventilation, cleanliness, light, noise levels and health and safety in general. The Employer agrees to comply with all applicable health and safety laws and regulations.

Section 20.2 The Employer shall provide the following protections for VDT/CRT Operators: Ten (10) minute periods of alternative work or rest every hour of on-machine time; proper positioning of machine, furniture, lighting; glare control; annual maintenance of machinery; training for operators in proper and safe use of equipment, including recommended ergonomic practices and potential hazards.

Section 20.3 A Safety Committee shall be established consisting of at least one (1) Employer and one (1) employee representative who shall meet at least quarterly to review safety issues, recommend improvements and assist in correction of identified unsafe conditions or practices.

Section 20.4 The Employer will make reasonable efforts to accommodate the needs of employees who can demonstrate that health problems are caused or aggravated by work related assignments or by substances the employee is necessarily exposed to in the workplace.

ARTICLE 21

PICKET LINES

It is further understood and agreed that refusal by an employee covered by this Agreement, to go through a bona fide picket line, shall not constitute a violation of this Agreement, nor shall such refusal by an employee be cause for discharge or disciplinary action of any kind.

ARTICLE 22

TERMINATION AND RENEWAL

This Agreement shall be in full force and effect until March 31, 2018 and shall continue in effect from year to year thereafter unless either party gives notice, in writing, not more than ninety (90) days nor less than sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided that, in the event the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contrary notwithstanding.

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 AND LOCAL 11 – IUPAT PAINTERS UNION'S TRADE SECTION

EXECUTED in Seattle, Washington this 19th day of November 2015.

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCALS NO. 8
AND 11, AFL-CIO

I.U.P.A.T. PAINTERS UNIONS' TRADE
SECTION

By Redacted by the U.S. Department of the Treasury
Mary Maroy
Union Representative, OPEIU Local 8

By Redacted by the U.S. Department of the Treasury
Jeddrah W. Nannery
Business Representative
Glaziers, Architectural Metal and
Glassworkers Local No. 188

By Redacted by the U.S. Department of the Treasury
Suzanne Mode
Business Manager, OPEIU Local 8

By Redacted by the U.S. Department of the Treasury
Jeri Bloom
Bargaining Committee, OPEIU Local 8

By Sandra Stefan
Sandra Stefan
Bargaining Committee, OPEIU Local 8

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psiel#1239/afl-cio

OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

The Office and Professional Employees International Union Local 8, hereinafter known as the "Union," and the Trade Section Employer Association, hereinafter known as the "Employer," hereby agree to the following:

Effective April 1, 2011, the Employers with bargaining unit employee(s) participating in Western States Office and Professional Employees Pension Fund shall contribute an additional forty-seven cents (\$0.47) per hour towards the Fund's Rehabilitation Plan Surcharge, as described in Section 15.1(c) of the current Collective Bargaining Agreement.

If the Employer is contributing to an alternative pension plan other than the Western States Office & Professional Employees Pension Fund and such plan has not required a mandatory increase in the contribution amount since June 1, 2009, then effective April 1, 2011, the Employer will divert forty-seven cents (\$0.47) per hour towards one of the following options:

- 1) Increase the Employer's contribution into the Employer's alternative pension plan by forty-seven cents (\$0.47) per hour on behalf of each bargaining unit employee; or
- 2) Divert forty-seven cents (\$0.47) per hour into the Office and Professional Employees Local 8 Supplemental 401K Retirement Fund or other defined contribution fund of the employees' choice; or
- 3) Add forty-seven cents (\$0.47) per hour to the current wage rate of the bargaining unit employee(s).

The majority of bargaining unit employee(s) shall determine which option is applied to the entire group of employees.

This Letter of Understanding does not alter any portion of the current 2010 - 2013 Collective Bargaining Agreement between the Employer and the Union.

EXECUTED in Seattle, Washington this 31st day of May 2011.

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8

Redacted by the U.S. Department of the Treasury

By Suzanne Mode Business Manager

FOR THE TRADE SECTION EMPLOYERS

Redacted by the U.S. Department of the Treasury

By David Freiboth Executive Secretary Martin Luther King Jr. County Labor Council

Western States Office and
Professional Employees
Pension Fund

Employer
Participation
Agreement

8-1178

The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan")¹ for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: DC 5 APPR. - TRAINING TRUST
Contract Person: SARAH SWARTHOUT
Address: 6770 E. Marginal Way S. BLDG E
City, State & Zip: SEATTLE, WA 98108
Telephone: 206 762 8332

2. Local Information.

Employer has a collective bargaining agreement with Local Union 8/11 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

This Agreement is for the following: (check applicable box(es)):

- An existing Participating Employer to update Plan records.
 A new Participating Employer.
Effective date of coverage: _____
 A new group of Employees of an existing Participating Employer.
Effective date of coverage: _____

4. Coverage.

This Agreement covers the following (check applicable box(es)):

- Bargaining unit employees as described in Attachment A.
Note: Attach a copy of collective bargaining agreement.
 Nonbargaining unit employees described in Attachment B (see note).
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.

A & I RECEIVED
DEC 9 9 2011

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:

a. Employer is a ~~an~~ *(insert form of business):* Appr. Trust

Note: Partners and sole proprietors cannot participate in the Plan but partnerships and sole proprietorships may cover their employees.

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): DC 5 Appr. - TRAINING TRUST
Finishing Trades Inst. NW.

c. Employer elects to participate in the Plan as a contributing employer.

d. Employer now has the following employees (insert number):

3 employees covered by the collective bargaining agreement; and

4 employees who are not covered by the collective bargaining agreement.

e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.

f. Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.

5. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:

a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

b. Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.

- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: MARK S. BEAUFAY

Title: DIRECTOR OF TRAINING

Date Signed: 11/22/2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Judith Zenk, Co-Chair

Date Signed: _____

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Michael Parmelee, Co-Chair

Date Signed: _____

DEC 6 9 2011
A&I RECEIVED

**Western States Office and
Professional Employees
Pension Fund**

WS 1178

**Employer
Participation
Agreement** FEB 22 2011

The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan")¹ for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: Glaziers Architectural Metal & Glassworker
Contract Person: Peter M. Riley Union #188
Address: 6770 E. Marginal Way S. Bldg E Rm
City, State & Zip: Seattle, WA 98108 303B
Telephone: 206-957-1882

2. Local Information.

Employer has a collective bargaining agreement with Local Union 8 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

This Agreement is for the following: (check applicable box(es)):

- An existing Participating Employer to update Plan records.
- A new Participating Employer.
Effective date of coverage: _____
- A new group of Employees of an existing Participating Employer.
Effective date of coverage: _____

4. Coverage.

This Agreement covers the following (check applicable box(es)):

- Bargaining unit employees as described in Attachment A.
Note: Attach a copy of collective bargaining agreement.
- Nonbargaining unit employees described in Attachment B (see note).
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:

a. Employer is a (*insert form of business*): Local Union.

Note: Partners and sole proprietors cannot participate in the Plan but partnerships and sole proprietorships may cover their employees.

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): Glaziers Architectural Metal

and Glass Workers Local Union #188

c. Employer elects to participate in the Plan as a contributing employer.

d. Employer now has the following employees (insert number):

2 employees covered by the collective bargaining agreement; and

_____ employees who are not covered by the collective bargaining agreement.

e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.

f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.**

6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:

a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**

- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Peter M. Riley

Title: Business Representative

Date Signed: 2/17/2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Judith Zenk, Co-Chair

Date Signed: NOV 16 2011

FEB 22 2011

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Michael Parmelee, Co-Chair

Date Signed: NOV 16 2011

Western States Office and
Professional Employees
Pension Fund

Employer
Participation
Agreement

The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan")¹ for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information

Name: DC 5 APPR. - TRAINING TRUST
Contract Person: SARAH SWARTHOUT
Address: 6770 E. Marginal Way S. BLDG E
City, State & Zip: SEATTLE, WA 98108
Telephone: 206 762 8332

2. Local Information

Employer has a collective bargaining agreement with Local Union 8/11 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation

This Agreement is for the following: (check applicable box(es)):

- An existing Participating Employer to update Plan records.
 A new Participating Employer.
Effective date of coverage: _____
 A new group of Employees of an existing Participating Employer.
Effective date of coverage: _____

4. Coverage

This Agreement covers the following (check applicable box(es)):

- Bargaining unit employees as described in Attachment A.
Note: Attach a copy of collective bargaining agreement.
 Nonbargaining unit employees described in Attachment B (see note).
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund

A&I RECEIVED

DEC 16 2011

Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:

a. Employer is an ~~insert form of business~~: Appe. Trust

Note: Partners and sole proprietors cannot participate in the Plan but partnerships and sole proprietorships may cover their employees.

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): DCS APPR. - TRAINING Trust
Finishing Trades Inst. NW

c. Employer elects to participate in the Plan as a contributing employer.

d. Employer now has the following employees (insert number):

1 employees covered by the collective bargaining agreement; and

7 employees who are not covered by the collective bargaining agreement.

e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.

f. Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.

5. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:

a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

b. Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.

A & I RECEIVED

SEP 26 2011

- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: MARK S. BEAUFAY

Title: DIRECTOR OF TRAINING

Date Signed: 4/22/2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Judith Zeng, Co-Chair

Date Signed: _____

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Michael Parmelee, Co-Chair

Date Signed: _____



Office and Professional Employees International Union
2800 First Avenue, Room 304 • Seattle, WA 98121 • (206) 441-8880 • 1-800-600-2433

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MASTER TRADE SECTION

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO**

FOR THE PERIOD OF

APRIL 1, 2016 THROUGH MARCH 31, 2019

ARTICLE 15

PENSIONS

Section 15.1(a) WESTERN STATES PENSION. The Employer agrees to and shall be bound by all the terms, conditions and provisions of the Trust Agreement and any changes, additions, amendments or modifications thereto which are made by the authorized joint Trustees of the Western States Office and Professional Employees Pension Fund. The Employer shall make the following contributions:

Section 15.1(b) Effective April 1, 2016, the Employer shall contribute \$5.67 per hour into the Western States Office and Professional Employees Pension Fund (\$3.15 hourly contribution plus \$2.52 per hour for the required 80% Supplemental Contribution as defined by the Fund's Rehabilitation Plan).

Section 15.1(c) ANNUAL PENSION REOPENERS. Either party may request in writing to reopen Section 15.1(b) only.

Section 15.1(d) If the Employer is contributing to an alternative pension plan, the minimum amount of contribution must be at least the amount specified in this Agreement for the Western States Pension Plan for each year of the contract minus the Supplemental Contribution amount. If an employee has a pension plan where both the Employer and the employee contribute, the Employer must contribute, as a minimum, the amount specified for the Western States Pension Plan for each year of this Agreement minus the Supplemental Contribution amount.

Section 15.1(e) Said contribution shall be made to the Western States Office and Professional Employees Pension Fund in the manner set forth in the Trust Agreement of said Trust. The details of such Retirement Plan established by this Trust Fund and this Trust Fund itself shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and management who are signators to the Trust Agreement of the aforesaid Trust Fund. Within ninety (90) days of the ratification of this Agreement, the Union shall furnish the Employer with a current copy of the Trust Agreement when requested.

Section 15.2(a) SUPPLEMENTAL PENSION. The Employer agrees to and shall be bound by all terms, conditions and provisions of the Trust Agreement and any changes, additions, amendments or modifications thereto which are made by the authorized Joint Trustees of the Office and Professional Employees Local 8 Supplemental 401K Retirement Fund.

Section 15.2(b) SALARY DIVERSION. An amount may be elected by each employee as a reduction in the minimum salary schedule described in the Salary Schedule for the purpose of contributing such amount to the Office and Professional Employees Local 8 Supplemental Retirement Fund. The Employer agrees to transmit the amounts withheld from such employees' wages on a pre-tax basis as soon as the funds can be transmitted and not later than the next payroll period following an employee's written request for such wage diversion. Employees may elect to divert any amount up to the maximum threshold set by the IRS rules governing 401(k) plans. An employee shall be entitled to only one (1) election each quarter of a calendar year. The forms for the election shall be provided by the administrative office of the aforesaid Trust Fund. The resulting salary level shall be considered to be the negotiated salary level for that employee following the election. However, for the purposes of determining any other amounts under this Agreement based upon wage level, the original amount described in the Salary Schedule shall apply.

ARTICLE 22

TERMINATION AND RENEWAL

This Agreement shall be in full force and effect until March 31, 2019, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least ninety (90) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided that, in the event the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contract notwithstanding.

EXECUTED at Seattle, Washington this _____ day of July 2016.

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 8, AFL-CIO

FOR THE MASTER TRADE SECTION

Redacted by the U.S. Department of the Treasury
By _____
Suzanne Mode
Business Manager

Redacted by the U.S. Department of the Treasury
By _____
Nicole Grant, Executive Secretary
Martin Luther King Jr. County Labor Council

Redacted by the U.S. Department of the Treasury
By _____
David Ciprut, REBOUND
Bargaining Committee

By _____
Employer

Redacted by the U.S. Department of the Treasury
By _____
Fred Hutchins, IBEW Local 77
Bargaining Committee

Redacted by the U.S. Department of the Treasury
By _____
Traci Miller, Heat & Frost Insulators Local 7
Bargaining Committee

Redacted by the U.S. Department of the Treasury
By _____
Carol O'Neill, Sprinkler Fitters Local 699
Bargaining Committee

Redacted by the U.S. Department of the Treasury
By _____
Tyler Walser, IBEW Local 77
Bargaining Committee

**Western States Office and
Professional Employees
Pension Fund**

8222

**Employer Participation
Agreement** MAR 17 2011

The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan")¹ for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: Greater Seattle Area Local
Contract Person: American Postal Workers Union,
Address: AFL-CIO
City, State & Zip: PO BOX 48148
Seattle, WA 98148-0148
Telephone: _____

2. Local Information.

Employer has a collective bargaining agreement with Local Union 8 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

This Agreement is for the following: (check applicable box(es)):

- An existing Participating Employer to update Plan records.
 A new Participating Employer.
Effective date of coverage: _____
 A new group of Employees of an existing Participating Employer.
Effective date of coverage: _____

4. Coverage.

This Agreement covers the following (check applicable box(es)):

- Bargaining unit employees as described in Attachment A.
Note: Attach a copy of collective bargaining agreement.
 Nonbargaining unit employees described in Attachment B (see note).
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:

a. Employer is a (*insert form of business*): Labor Organization.

Note: Partners and sole proprietors cannot participate in the Plan but partnerships and sole proprietorships may cover their employees.

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): _____.

c. Employer elects to participate in the Plan as a contributing employer.

d. Employer now has the following employees (insert number):

_____ employees covered by the collective bargaining agreement; and

_____ employees who are not covered by the collective bargaining agreement.

e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.

f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.**

6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:

a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**

- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Heidi GOHUNQUIN

Title: President

Date Signed: 02/19/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Judith Zenk, Co-Chair

Date Signed: NOV 16 2011

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Michael Parmelee, Co-Chair

Date Signed: NOV 16 2011

8-8138
Piledrivers
2396

OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

The Office and Professional Employees International Union Local 8, hereinafter known as the "Union," and the Trade Section Employer Association, hereinafter known as the "Employer," hereby agree to the following:

Effective April 1, 2011, the Employers with bargaining unit employee(s) participating in Western States Office and Professional Employees Pension Fund shall contribute an additional forty-seven cents (\$0.47) per hour towards the Fund's Rehabilitation Plan Surcharge, as described in Section 15.1(c) of the current Collective Bargaining Agreement.

If the Employer is contributing to an alternative pension plan other than the Western States Office & Professional Employees Pension Fund and such plan has not required a mandatory increase in the contribution amount since June 1, 2009, then effective April 1, 2011, the Employer will divert forty-seven cents (\$0.47) per hour towards one of the following options:

- 1) Increase the Employer's contribution into the Employer's alternative pension plan by forty-seven cents (\$0.47) per hour on behalf of each bargaining unit employee; or
- 2) Divert forty-seven cents (\$0.47) per hour into the Office and Professional Employees Local 8 Supplemental 401K Retirement Fund or other defined contribution fund of the employees' choice; or
- 3) Add forty-seven cents (\$0.47) per hour to the current wage rate of the bargaining unit employee(s).

The majority of bargaining unit employee(s) shall determine which option is applied to the entire group of employees.

This Letter of Understanding does not alter any portion of the current 2010 - 2013 Collective Bargaining Agreement between the Employer and the Union.

EXECUTED in Seattle, Washington this 31st day of May 2011.

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 8

Redacted by the U.S. Department of the
Treasury

By _____
Suzanne Mod...
Business Manager

FOR THE TRADE SECTION EMPLOYERS

Redacted by the U.S.
Department of the Treasury

By _____
David Freiboth
Executive Secretary
Martin Luther King Jr. County Labor
Council

Trade Section Employers Participating in Western States Pension Fund

2016

- 1) AFT WASHINGTON, AFL-CIO
625 Andover Park West, Suite 111
Tukwila, WA 98188

#8133
- 2) AMALGAMATED TRANSIT UNION NO. 587
2815 Second Avenue. #230
Seattle, WA 98121

#8111
- 3) AMERICAN POSTAL WORKERS UNION, SEATTLE LOCAL
P.O. Box 48148
Seattle, WA 98148

#8222
- 4) BAKERY, CONFECTIONERY AND TOBACCO WORKERS LOCAL NO. 9
5950 Sixth Avenue South #201
Seattle, WA 98108

#8152
- 5) COMMUNICATIONS WORKERS OF AMERICA LOCAL NO. 7800
6770 E Marginal Way S
Bldg. E, Suite 360
Seattle, WA 98108

#8155
- 6) HOD CARRIERS AND GENERAL LABORERS LOCAL NO. 242
2800 First Avenue #50
Seattle, WA 98121

#8240
- 7) INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES LOCAL NO. 15
2800 First Avenue # 231
Seattle, WA 98121

#8181

8) HEAT & FROST INSULATORS LOCAL 7
(formerly INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS AND ASBESTOS
WORKERS LOCAL NO. 7)
14675 Interurban Ave. S #103
Tukwila, WA 98168

#8253

9) INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 46
19802 62nd Avenue S, Suite 105
Kent, WA 98032

#8109

10) INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 89
P.O. Box 3219
Arlington, WA 98223

#8101

11) LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
12201 Tukwila Int'l Blvd. #140
Seattle, WA 98168

#8255

12) MARTIN LUTHER KING JR. COUNTY LABOR COUNCIL
2800 First Avenue #206
Seattle, WA 98121

#775

13) INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION LOCAL NO. 52
2414 SW Andover St. #F-100
Seattle, WA 98106

#8235

14) PACIFIC NW IRONWORKERS AND EMPLOYERS & TRAINING APPRENTICESHIP COMMITTEE
4550 South 134th Pl #101
Tukwila, WA 98168

#8162

15) PILEDRIVERS LOCAL NO. 196 (formally Local No. 2396)
4695 Pacific Highway East
Fife, WA. 98424

#8138

16) PUGET SOUND ELECTRICAL APPRENTICESHIP AND TRAINING TRUST
550 SW 7th St.
Renton, WA 98057

#8127

17) REBOUND
2800 First Avenue, Room 216
Seattle, WA 98121

#8241

18) SEATTLE AREA PLUMBING AND PIPEFITTING APPRENTICESHIP AND JOURNEYMEN TRAINING TRUST
595 Monster Rd. SW #100
Renton, WA 98057

#8108

19) SEATTLE BUILDING AND CONSTRUCTION TRADES COUNCIL
14675 Interurban Ave. S, Suite 101
Tukwila, WA 98168

#8154

20) SPRINKLER FITTERS AND APPRENTICES LOCAL NO. 699
2800 First Avenue #111
Seattle, WA 98121

#8118

21) STREET PAVERS, SEWER, WATERMAIN AND TUNNEL WORKERS UNION LOCAL NO. 440
565 13th Avenue
Seattle, WA 98122

#8164

22) CEMENT MASONS & PLASTERERS TRAINING CENTERS
(formerly WESTERN WA CEMENT MASONS JATC & ADVANCED TRAINING)
6737 Corson Avenue S
Seattle, WA 98108

#8226

23) WASHINGTON STATE LABOR COUNCIL
314 First Ave. W
Seattle, WA 98119

#8126

AGREEMENT

Between

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

LOCAL NO. 30

And

ZENITH AMERICAN SOLUTIONS



June 1, 2016 Through May 31, 2019

of the conclusion of mediation. The parties will request a list of seven (7) qualified arbitrators and shall make their selection by exercising mutual strikes until one name remains. For the first arbitration under the term of this Agreement, the parties will toss a coin to determine who strikes first. The first strike shall then be alternated for each successive arbitration panel struck. The decision of the Arbitrator shall be final and binding upon the parties. The costs of mediation shall be equally shared by the parties. Each party shall be responsible for the preparation and presentation of their own case.

ARTICLE 15 - HEALTH AND WELFARE

Section 1. Each Employee will contribute twenty percent (20%) of the monthly premium (bi-weekly) towards their Health and Welfare coverage through the OPEIU Local 30 & 537 Health & Welfare Plan. The Employer will pay the balance of these costs.

The above Health and Welfare premium sharing splits will apply up to a maximum premium increase for the employer of 8% (resuming January 1, 2014). Any amount above the eight percent (8%) shall be paid by the employee; however, if any future H&W increase exceeds 10% in a given year, the parties will work in partnership with each other to seek and secure alternative coverage.

Section 2. The Employer shall provide, at no cost to employees covered by this Agreement, Short Term Disability (STD) and Long Term Disability (LTD) programs. These are income replacement programs at 60% (STD) and 50% (LTD). Employees shall also be eligible to purchase up to 60% tax free LTD replacement benefits.

ARTICLE 16 - PENSION

Section 1. The Employer agrees to contribute to the Western States Office and Professional Employee Pension Trust Fund a contribution on behalf on each employee the below listed rates per each hour worked. The contribution for probationary employees shall start on the first of the month following their three (3) month probationary period.

Effective date and contribution rate: January 1, 2012 \$2.00

Section 2. This shall apply to all employees not presently covered by another pension plan which is completely Employer paid.

Section 3. Regular part-time employees who work thirty-two (32) hours per week shall be covered by the provision of this article.

Section 4. The Memorandum of Agreement to Adopt the Rehabilitation Plan signed by the Employer on March 20, 2012, shall be incorporated into this CBA. This includes the Rehabilitation Plan Schedule and the Employer agrees to contribute to the Plan at the rates under this CBA and the applicable Rehabilitation Plan schedule. (Incorporate the Rehabilitation Plan into the CBA)

ARTICLE 17 - SUBCONTRACTING

It is recognized that the Company and the Union have a common interest in protecting work opportunities for employees covered by this Agreement and employed on a regular basis.

The Company maintains the right to subcontract unit work that is in jeopardy of assessment of penalties due to failure to meet contracted, compliance, or regulatory standards. However, the Company will not subcontract such work without first advising the Union of the decision. The Union will have an opportunity to explore and present alternative ideas providing similar cost savings or productivity enhancements as the proposed subcontracting provides. If the Company and the Union are unable to reach an agreement on the proposed subcontracting, and the Company determines that it intends to proceed with subcontracting such work out, the Company shall notify the Union and offer to meet with the Union to discuss the effects of the decision.

If the Company subcontracts bargaining unit work, the Company agrees to maintain, during the duration of the subcontracting, 100% of the number of regular, full time bargaining unit positions performing such work and employed at the time of the transfer.

Such subcontracting of bargaining unit work shall not be initiated within sixty (60) days after a layoff of an employee performing such work and will be of temporary duration not to exceed more than (twelve) 12 months.

ARTICLE 18 - BONDING

When the Employer requires a Fidelity Bond on an employee, the premium of said bonds shall be paid by the Employer.

ARTICLE 19 - TECHNOLOGICAL CHANGES

Section 1. In the event of proposed technological changes, such as the introduction of data processing equipment, software, computers or other automated machines into the office, the Employer agrees to discuss such changes with the Union Representative before such changes are made.

Section 2. Notice of jobs created by the introduction of such equipment shall be posted on the bulletin board of the Employer. This notice will remain on the bulletin board for two (2) working days and will include the job title, labor group classification,

however, that the Employer will give the Union timely notice of any such claim and an opportunity to defend it.

ARTICLE 23 - UNION SHOP CARD

The Employer agrees to permit the display of a Union Shop Card, signifying that the office is staffed by members of the Office and Professional Employees International Union, Local No. 30, AFL-CIO, and under Agreement with the Union. This card is to be the property of the Union.

ARTICLE 24 – UNION BULLETIN BOARD

The Employer shall provide a Union Bulletin Board to be posted regarding non-controversial Union business (i.e., meetings, charity drives, money raising campaigns, etc.) Such notices must be approved by the Office Manager before posting.

ARTICLE 25-SEVERABILITY

In the event that any provisions of this Agreement shall be found contrary to any State or Federal statute or decision, then such provision shall be deemed null and void, and its exclusion shall in no manner, affect the balance of this Agreement.

ARTICLE 26-NO STRIKE/NO LOCKOUT

During the term of this Agreement there shall be no strike or lockout. No employee shall engage in and neither the Union nor any employee shall induce, encourage or incite any employee to engage in any form of strike, work slowdown, work stoppage or any other form of disruption of work. The Union shall take all reasonable and/or appropriate steps to cause any employee who engages in conduct in violation of this provision to cease such conduct. No employee shall refuse to cross a picket line established by any labor organization if such refusal would result in the employee's failing to perform work for the Employer hereunder.

Any dispute under this Agreement, or any dispute resulting in conduct volatile of the preceding paragraph, whether such dispute is "under" this Agreement or not, shall be subject to the provisions of Article 14 – Grievance and Arbitration Procedure, of this Agreement. Such dispute is otherwise excluded from this Agreement.

ARTICLE 27-DURATION

This Agreement shall be in full force and effect on June 1, 2016, through and including the 31st of May 2019, and shall be automatically renewed from year to year unless the Union or signatory Employer serves upon the other a ninety (90) day written notice of desire to modify, amend or

terminate this Agreement prior to the 31st of March, 2019. If agreement upon such amendments or modifications is not reached before the 31st day of May 31, 2019, negotiations shall continue until such time as either party gives the other party a final notice of termination of the Agreement. Such termination shall not be effective until ten (10) working days after the final notice of termination of the Agreement has been received in writing by the party so notified.

ARTICLE 28 -TOTALITY OF AGREEMENT

The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly, waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

On behalf of OPEIU Local 30:
Redacted by the U.S.
Department of the Treasury

Walter Allen
Executive Director/CFO

On behalf of Zenith American Solutions:

Redacted by the U.S.
Department of the Treasury

Lynn A Gonzalez
SVP Human Resources

7/20/16

Healthy plan
services in

Western States Office and Professional Employees Pension Fund

30
WS0785
HPS, Inc.

Employer Participation Agreement

The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan")¹ for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information. : each Plan Service WS 0785
Name: American Benefits Plan Administrators, Inc
Contract Person: Michael Burda
Address: 3501 Frontage Rd.
City, State & Zip: Tampa, FL 33607
Telephone: (813) 289-1000 x 2024

2. Local Information.
Employer has a collective bargaining agreement with Local Union 30 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.
This Agreement is for the following: (check applicable box(es)):
 An existing Participating Employer to update Plan records.
 A new Participating Employer.
Effective date of coverage: _____
 A new group of Employees of an existing Participating Employer.
Effective date of coverage: _____

4. Coverage.
This Agreement covers the following (check applicable box(es)):
 Bargaining unit employees as described in Attachment A.
Note: Attach a copy of collective bargaining agreement.
 Nonbargaining unit employees described in Attachment B (see note).
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

AUG 18 2011
A & I RECEIVED

¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:

a. Employer is a (insert form of business): Corporation

Note: Partners and sole proprietors cannot participate in the Plan but partnerships and sole proprietorships may cover their employees.

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): American Benefit Plan Administrator Inc

c. Employer elects to participate in the Plan as a contributing employer.

d. Employer now has the following employees (insert number):
8 employees covered by the collective bargaining agreement; and
 employees who are not covered by the collective bargaining agreement.

e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.

f. Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.

6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:

a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

b. Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.

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AUG 18 2011

- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Jasen Ruff

Title: National Labor Relations Manager

Date Signed: 8/15/2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Judith Zenk, Co-Chair

Date Signed: OCT 26 2011

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Michael Parmelee, Co-Chair

Date Signed: OCT 26 2011

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AUG 18 2011

✓

WS 0785
Health Plan

MEMORANDUM OF UNDERSTANDING

Between

Office and Professional International Employees Local #30

And

Zenith American Solutions, Inc.

AGREEMENT TO ADOPT REHABILITATION PLAN

Plan: Western States Office and Professional Employee's Pension Fund

Parties: Office and Professional International Employees Local #30, the "Union;
and
Zenith American Solutions, Inc., the "Employer"

Effective Date: March 1, 2012

The Union and the Employer hereby agree to amend their Collective Bargaining Agreement as follows:

- The Parties adopt the following schedule under the Plan's Rehabilitation Plan as of the Effective Date:
 Check applicable line: Rehabilitation Plan Schedule
 Default Rehabilitation Plan Schedule
- The Employer agrees to contribute to the Plan at the rates required under the CBA and the applicable Rehabilitation Plan schedule.
- The Parties agree that their adoption of the Rehabilitation Plan is effective for the duration of the current CBA and to any renewals or extensions of the CBA.

EMPLOYER APPROVAL

UNION APPROVAL

Redacted by the U.S. Department of the Treasury

Signature: [Redacted]

Title: VP, Human Resources & Labor Relations

Date: 3/20/12

Signature: [Handwritten Signature]

Title: Business Agent

Date: 3/28/12



Office and Professional Employees International Union
2800 First Avenue, Room 304 • Seattle, WA 98121 • (206) 441-8880 • 1-800-600-2433

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MASTER TRADE SECTION

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO**

FOR THE PERIOD OF

APRIL 1, 2016 THROUGH MARCH 31, 2019

ARTICLE 15

PENSIONS

Section 15.1(a) WESTERN STATES PENSION. The Employer agrees to and shall be bound by all the terms, conditions and provisions of the Trust Agreement and any changes, additions, amendments or modifications thereto which are made by the authorized joint Trustees of the Western States Office and Professional Employees Pension Fund. The Employer shall make the following contributions:

Section 15.1(b) Effective April 1, 2016, the Employer shall contribute \$5.67 per hour into the Western States Office and Professional Employees Pension Fund (\$3.15 hourly contribution plus \$2.52 per hour for the required 80% Supplemental Contribution as defined by the Fund's Rehabilitation Plan).

Section 15.1(c) ANNUAL PENSION REOPENERS. Either party may request in writing to reopen Section 15.1(b) only.

Section 15.1(d) If the Employer is contributing to an alternative pension plan, the minimum amount of contribution must be at least the amount specified in this Agreement for the Western States Pension Plan for each year of the contract minus the Supplemental Contribution amount. If an employee has a pension plan where both the Employer and the employee contribute, the Employer must contribute, as a minimum, the amount specified for the Western States Pension Plan for each year of this Agreement minus the Supplemental Contribution amount.

Section 15.1(e) Said contribution shall be made to the Western States Office and Professional Employees Pension Fund in the manner set forth in the Trust Agreement of said Trust. The details of such Retirement Plan established by this Trust Fund and this Trust Fund itself shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and management who are signators to the Trust Agreement of the aforesaid Trust Fund. Within ninety (90) days of the ratification of this Agreement, the Union shall furnish the Employer with a current copy of the Trust Agreement when requested.

Section 15.2(a) SUPPLEMENTAL PENSION. The Employer agrees to and shall be bound by all terms, conditions and provisions of the Trust Agreement and any changes, additions, amendments or modifications thereto which are made by the authorized Joint Trustees of the Office and Professional Employees Local 8 Supplemental 401K Retirement Fund.

Section 15.2(b) SALARY DIVERSION. An amount may be elected by each employee as a reduction in the minimum salary schedule described in the Salary Schedule for the purpose of contributing such amount to the Office and Professional Employees Local 8 Supplemental Retirement Fund. The Employer agrees to transmit the amounts withheld from such employees' wages on a pre-tax basis as soon as the funds can be transmitted and not later than the next payroll period following an employee's written request for such wage diversion. Employees may elect to divert any amount up to the maximum threshold set by the IRS rules governing 401(k) plans. An employee shall be entitled to only one (1) election each quarter of a calendar year. The forms for the election shall be provided by the administrative office of the aforesaid Trust Fund. The resulting salary level shall be considered to be the negotiated salary level for that employee following the election. However, for the purposes of determining any other amounts under this Agreement based upon wage level, the original amount described in the Salary Schedule shall apply.

ARTICLE 22

TERMINATION AND RENEWAL

This Agreement shall be in full force and effect until March 31, 2019, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least ninety (90) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided that, in the event the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contract notwithstanding.

EXECUTED at Seattle, Washington this _____ day of July 2016.

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 8, AFL-CIO

FOR THE MASTER TRADE SECTION

Redacted by the U.S. Department of the Treasury
By _____

Redacted by the U.S. Department of the Treasury
By _____

Suzanne Mode
Business Manager

Nicole Grant, Executive Secretary
Martin Luther King Jr. County Labor Council

Redacted by the U.S. Department of the Treasury
By _____

By _____
Employer

David Ciprut, REBOUND
Bargaining Committee

Redacted by the U.S. Department of the Treasury
By _____

Fred Hutchins, IBEW Local 77
Bargaining Committee

Redacted by the U.S. Department of the Treasury
By _____

Traci Miller, Heat & Frost Insulators Local 7
Bargaining Committee

Redacted by the U.S. Department of the Treasury
By _____

Carol O'Neill, Sprinkler Fitters Local 699
Bargaining Committee

Redacted by the U.S. Department of the Treasury
By _____

Tyler Walser, IBEW Local 77
Bargaining Committee

Western States Office and
Professional Employees
Pension Fund

Employer ^{WS 8240}
Participation
Agreement

The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan")¹ for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: Hod Carriers + General Laborers Local 242
Contract Person: Dale W. Cannon
Address: 2800 - 1st Ave., Room 50
City, State & Zip: Seattle, WA 98121
Telephone: 206-441-0470

2. Local Information.

Employer has a collective bargaining agreement with Local Union 8 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

This Agreement is for the following: (check applicable box(es)):

- An existing Participating Employer to update Plan records.
 A new Participating Employer.
Effective date of coverage: _____
 A new group of Employees of an existing Participating Employer.
Effective date of coverage: _____

OCT 18 2011

A&I RECEIVED

4. Coverage.

This Agreement covers the following (check applicable box(es)):

- Bargaining unit employees as described in Attachment A.
Note: Attach a copy of collective bargaining agreement.
 Nonbargaining unit employees described in Attachment B (see note).
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:

a. Employer is a (*insert form of business*): Laborers Union.

Note: Partners and sole proprietors cannot participate in the Plan but partnerships and sole proprietorships may cover their employees.

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): Handcarriers and General Laborers

c. Employer elects to participate in the Plan as a contributing employer. Local 242

d. Employer now has the following employees (insert number):

2 employees covered by the collective bargaining agreement; and

_____ employees who are not covered by the collective bargaining agreement.

e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.

f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.**

6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:

a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**

- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

Dale W. Cannon

Secretary/Treasurer, Business Manager

10/14/2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Judith Zenk, Co-Chair

OCT 26 2011

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Michael Parmelee, Co-Chair

OCT 26 2011

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OCT 18 2011

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2396

OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

The Office and Professional Employees International Union Local 8, hereinafter known as the "Union," and the Trade Section Employer Association, hereinafter known as the "Employer," hereby agree to the following:

Effective April 1, 2011, the Employers with bargaining unit employee(s) participating in Western States Office and Professional Employees Pension Fund shall contribute an additional forty-seven cents (\$0.47) per hour towards the Fund's Rehabilitation Plan Surcharge, as described in Section 15.1(c) of the current Collective Bargaining Agreement.

If the Employer is contributing to an alternative pension plan other than the Western States Office & Professional Employees Pension Fund and such plan has not required a mandatory increase in the contribution amount since June 1, 2009, then effective April 1, 2011, the Employer will divert forty-seven cents (\$0.47) per hour towards one of the following options:

- 1) Increase the Employer's contribution into the Employer's alternative pension plan by forty-seven cents (\$0.47) per hour on behalf of each bargaining unit employee; or
- 2) Divert forty-seven cents (\$0.47) per hour into the Office and Professional Employees Local 8 Supplemental 401K Retirement Fund or other defined contribution fund of the employees' choice; or
- 3) Add forty-seven cents (\$0.47) per hour to the current wage rate of the bargaining unit employee(s).

The majority of bargaining unit employee(s) shall determine which option is applied to the entire group of employees.

This Letter of Understanding does not alter any portion of the current 2010 - 2013 Collective Bargaining Agreement between the Employer and the Union.

EXECUTED in Seattle, Washington this 31st day of May 2011.

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 8

Redacted by the U.S. Department of the
Treasury

By _____
Suzanne Mod
Business Manager

FOR THE TRADE SECTION EMPLOYERS

Redacted by the U.S.
Department of the Treasury

By _____
David Freiboth
Executive Secretary
Martin Luther King Jr. County Labor
Council

Trade Section Employers Participating in Western States Pension Fund

2016

- 1) AFT WASHINGTON, AFL-CIO
625 Andover Park West, Suite 111
Tukwila, WA 98188

#8133
- 2) AMALGAMATED TRANSIT UNION NO. 587
2815 Second Avenue. #230
Seattle, WA 98121

#8111
- 3) AMERICAN POSTAL WORKERS UNION, SEATTLE LOCAL
P.O. Box 48148
Seattle, WA 98148

#8222
- 4) BAKERY, CONFECTIONERY AND TOBACCO WORKERS LOCAL NO. 9
5950 Sixth Avenue South #201
Seattle, WA 98108

#8152
- 5) COMMUNICATIONS WORKERS OF AMERICA LOCAL NO. 7800
6770 E Marginal Way S
Bldg. E, Suite 360
Seattle, WA 98108

#8155
- 6) HOD CARRIERS AND GENERAL LABORERS LOCAL NO. 242
2800 First Avenue #50
Seattle, WA 98121

#8240
- 7) INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES LOCAL NO. 15
2800 First Avenue # 231
Seattle, WA 98121

#8181

8) HEAT & FROST INSULATORS LOCAL 7
(formerly INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS AND ASBESTOS
WORKERS LOCAL NO. 7)
14675 Interurban Ave. S #103
Tukwila, WA 98168

#8253

9) INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 46
19802 62nd Avenue S, Suite 105
Kent, WA 98032

#8109

10) INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 89
P.O. Box 3219
Arlington, WA 98223

#8101

11) LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
12201 Tukwila Int'l Blvd. #140
Seattle, WA 98168

#8255

12) MARTIN LUTHER KING JR. COUNTY LABOR COUNCIL
2800 First Avenue #206
Seattle, WA 98121

#775

13) INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION LOCAL NO. 52
2414 SW Andover St. #F-100
Seattle, WA 98106

#8235

14) PACIFIC NW IRONWORKERS AND EMPLOYERS & TRAINING APPRENTICESHIP COMMITTEE
4550 South 134th Pl #101
Tukwila, WA 98168

#8162

15) PILEDRIVERS LOCAL NO. 196 (formally Local No. 2396)
4695 Pacific Highway East
Fife, WA. 98424

#8138

16) PUGET SOUND ELECTRICAL APPRENTICESHIP AND TRAINING TRUST
550 SW 7th St.
Renton, WA 98057

#8127

17) REBOUND
2800 First Avenue, Room 216
Seattle, WA 98121

#8241

18) SEATTLE AREA PLUMBING AND PIPEFITTING APPRENTICESHIP AND JOURNEYMEN TRAINING TRUST
595 Monster Rd. SW #100
Renton, WA 98057

#8108

19) SEATTLE BUILDING AND CONSTRUCTION TRADES COUNCIL
14675 Interurban Ave. S, Suite 101
Tukwila, WA 98168

#8154

20) SPRINKLER FITTERS AND APPRENTICES LOCAL NO. 699
2800 First Avenue #111
Seattle, WA 98121

#8118

21) STREET PAVERS, SEWER, WATERMAIN AND TUNNEL WORKERS UNION LOCAL NO. 440
565 13th Avenue
Seattle, WA 98122

#8164

22) CEMENT MASONS & PLASTERERS TRAINING CENTERS
(formerly WESTERN WA CEMENT MASONS JATC & ADVANCED TRAINING)
6737 Corson Avenue S
Seattle, WA 98108

#8226

23) WASHINGTON STATE LABOR COUNCIL
314 First Ave. W
Seattle, WA 98119

#8126

AGREEMENT

Between

SEA-LOGIX, LLC

And

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,
LOCAL 29, AFL-CIO & CLC**

November 9, 2014 – November 9, 2017



Article XII – Health, Welfare and Pension

1. Pension:

- A. The Employer agrees to contribute into a Trust Fund known as Western States Office & Professional Employees' Pension Fund, for the account of each eligible employee working under this Agreement, the sum of four dollars and fifty-six cents (\$4.56) per hour for all hours paid (excluding overtime). All regular employees are eligible for participation from date of hire.
- B. The Employer shall pay contributions on behalf of each bargaining unit employee as defined in the incorporated rate of the Supplemental Employer Contribution Schedule, as defined by the Trustees of the Pension Plan. Effective November 1, 2012, the Employer adopted the Supplemental Contribution Schedule.

2. Health & Welfare

- A. The Employer shall pay into the Local 29 Benefit Trust, the cost of \$1,672.00 per month for each regular employee working under this Agreement, effective upon ratification. The Employer agrees to pay the premium of each employee and her/his dependents for the Office and Professional Employees Welfare Plan, which includes Comprehensive Medical or HMO, Dental Plan C, Life Insurance of twenty thousand dollars (\$20,000), Vision Care B, Prescription Drug and Orthodontia.

- B. Upon ratification the Employees will pay 10% of the total premium. (*)

Effective January 1, 2016, the Employees will pay 10% of the total premium.

Effective January 1, 2017 the Employees will pay 10% of the total premium.

- The Employer will allow members to elect as a group, to divert a portion of their 6% contribution toward the employee's portion of healthcare coverage.
- C. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of three (3) months after contributions for any employees not receiving contributions or the Trust Fund disability benefit begins.

The Employer shall provide life insurance in the amount of two (2) times the annual base salary for active employees at no cost to the employee.

All employees covered by the Collective Bargaining Agreement shall have the right to purchase Supplemental Life Insurance through the Employer at group rates at the employee's expense.

Short Term Disability benefits shall apply under this Agreement and in accordance with applicable state law.

Short Term Disability (STD) Salary Continuation Benefits Program

The purpose of the program is to provide an additional income benefit to complement SDI for employees during an approved leave or when partially disabled and working in a reduced schedule and meet the qualifications to continue to receive STD benefits.

- A. **Eligibility:** Regular employees are eligible for coverage. STD eligibility begins on their first day of work. To receive STD benefits under this program, the employee must be on an approved medical leave of absence and have submitted a completed STD Claim Form. Details regarding the benefits and terms of coverage are outlined in the Human Resources Policy - Short Term Disability Program.

B. Benefits provided:

- 1. STD is a supplemental wage replacement benefit provided to the employee in the event of total and continuous disability up to two-thirds of their normal gross earnings when integrated with SDI, WC or SS.
- 2. STD benefits may include salary continuance for employees who are temporarily and partially disabled. The benefit is integrated with any SDI or WC TTD benefits and any pay received from light duty work.

Article XXIII – Training

The parties agree that the employees will maintain skills and abilities to meet the changing needs of our business. In order to achieve this, we believe that it is necessary to provide ongoing training. This training can be done through several resources, i.e. cross training in other classifications, multimedia training within Sea-Logix, LLC sponsored courses, and external, training such as vocational/business schools, colleges and universities.

Article XXIV – Job Preservation

The Employer and Union agree that prior to implementation of any reduction in force of employees, the Employer shall notify the Union so that the parties can bargain over the impact of any such reduction.

Article XXV – Rights of Management

All the usual inherent and fundamental rights of Management that the Employer had prior to the execution of this Agreement shall continue to be vested in the Employer except those specifically abridged herein.

Article XXVI – Successors

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, sale of assets, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever hereto.

Article XXVII – Term

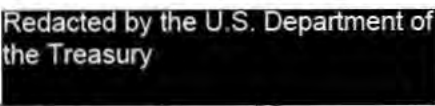
This agreement shall be and remain in full force and effective until 12:00 p.m., the 9th day of November, 2017, and shall continue in full force and effect from year to year thereafter unless either party gives notice in writing to the other at least sixty (60) days prior to the expiration date, or of any extension thereof, of its desire to terminate or modify this Agreement; and if modification is desired, such notice shall summarize such modification.

Should one of the parties terminate the Agreement by giving notice in writing to the other at least sixty (60) days prior to the expiration date of November 9, 2017, or any extension thereof, the Employer has the option to submit its final offer to the Union ten (10) days or more prior to the November 9 expiration date. If the Employer has exercised its option, the Union will, at least ten (10) days prior to the November 9th expiration date, mail the Employer's offer to all employees covered by the Master Agreement for ratification.

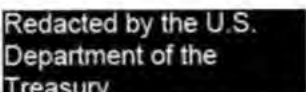
The Union and the Company agree that all existing side letter shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their duly authorized representatives.

AND SEA-LOGIX, LLC

By: 
Kevin Dietsch
General Manager, Labor Relations

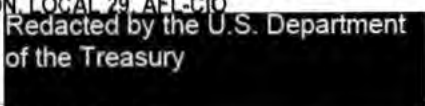
Date: 5/26/15

By: 
Mark Blankenship
Vice President, Human Resources

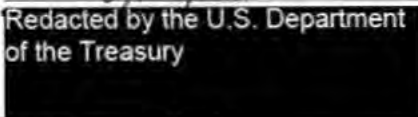
Date: 5/22/15

KGfm\Horizons2015\cwa\9415\all-elo

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL
UNION LOCAL 29 AFL-CIO

By: 
Tamara R. Rubyn
President Business Manager

Date: 5/22/15

By: 
Kelly Gschwend
Vice President/Business Representative

Date: 5-22-15

WS 0554

4

Office & Professional Employees International Union | Local 29
AFL-CIO & CLC

Tamara R. Rubyn, President/Business Manager | Patricia G. Sanchez, Secretary-Treasurer/Business Representative

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

AGREEMENT TO ADOPT REHABILITATION PLAN

Plan: Western States Office and Professional Employee's Pension Fund

Parties: OPEIU Local 29, the "Union; and
Horizon Lines, the "Employer"

The Union and the Employer hereby agree to amend their Collective Bargaining Agreement as follows:

- 1. The Parties adopt the following schedule under the Plan's Rehabilitation Plan as of the Effective Date:

Effective Date: NOV. 1, 2012
Check applicable line: Rehabilitation Plan Schedule
 Default Rehabilitation Plan Schedule

- 2. The Employer agrees to contribute to the Plan at the rates required under the CBA and the applicable Rehabilitation Plan Schedule.
- 3. The Parties agree that their adoption of the Rehabilitation Plan is effective for the duration of the current CBA and to any renewals or extensions of the CBA.

EMPLOYER APPROVAL

UNION APPROVAL

Redacted by the U.S. Department of the Treasury

Signature: [Signature]
Title: VICE PRESIDENT, Human Resources
Date: 10/17/12

Signature: [Signature]
Title: Vice President / Business Representative
Date: 10-16-12

PGS/lm(RehabAdopt2012)
cwc:9415/afl-cio



**Western States Office and
Professional Employees
Pension Fund**

WS 0554

**Employer
Participation
Agreement**

The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan")¹ for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: Horizon Lines
Contract Person: MARK BLANKENSHIP
Address: 4064 Colony Jkld, Ste 200
City, State & Zip: Charlotte NC 28211
Telephone: (704) 973-7041

2. Local Information.

Employer has a collective bargaining agreement with Local Union * (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

This Agreement is for the following: (check applicable box(es)):

- An existing Participating Employer to update Plan records.
- A new Participating Employer.
Effective date of coverage: _____
- A new group of Employees of an existing Participating Employer.
Effective date of coverage: _____

* SEE ATTACHED
SCHEDULE A

4. Coverage.

This Agreement covers the following (check applicable box(es)):

- Bargaining unit employees as described in Attachment A.
Note: Attach a copy of collective bargaining agreement.
- Nonbargaining unit employees described in Attachment B (see note).

Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.

- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: MARK BLANKENSHIP

Title: VP Human Resources

Date Signed: 8/23/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Judith Zenk, Co-Chair

Date Signed: OCT 26 2011

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Michael Parmelee, Co-Chair

Date Signed: OCT 26 2011

Formerly w/ Local 319
Now Local 30 WS 0559

A & I RECEIVED

JUL 16 2015

**AGREEMENT
BETWEEN**

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE
WORKERS OLD PUEBLO LODGE NO. 933
TUCSON, ARIZONA**

and

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL
UNION LOCAL NO. 30
TUCSON, ARIZONA**



FEBRUARY 1, 2014 THROUGH JANUARY 31, 2017

2. Payment of premiums shall be paid directly to provider before the tenth of each consecutive month to insure continued coverage under the health and welfare plan.

ARTICLE XVII - WEEKLY DISABILITY BENEFIT

1. Effective February 1, 2001, the Employer shall pay 50% of weekly wages for permanent full time employees and 50% of prorated weekly wages according to hours regularly worked for regular permanent part-time employees, to an employee who becomes totally disabled up to a maximum of thirteen (13) weeks.

In order to qualify for this benefit, the following rules shall apply:

- a. The employee must be under the care of a physician.
- b. Disabled because of non-work related disease or injury
- c. Not receiving regular wages, disabled employee shall have used all accumulated sick days earned.
- d. Not be disabled because of narcotics.

Benefits will start with the first day of disability due to injury, or on the eighth day if the disability is due to illness. However, if employee is hospitalized for at least twenty-four (24) hours due to illness or injury, benefits will start on that day, even if the employee has been disabled less than eight (8) days.

2. Successive disability periods separated by less than two (2) weeks of continuous active full time work will be considered one period of disability, unless the illness or injury is unrelated to the previous disability.

3. A physician's report must be filed with the Employer in order to claim these benefits.

ARTICLE XVIII - UNEMPLOYMENT INSURANCE

The Employer shall provide unemployment insurance coverage for all employees through the Arizona Department of Economic Security.

ARTICLE XIX - INDUSTRIAL INSURANCE

The Employer shall provide industrial insurance coverage for all employees through the State Compensation Fund of Arizona.

ARTICLE XX - PENSION PLAN

1. The Employer agrees to contribute to the Western States Office and Professional Employees Pension Trust fund, a contribution on behalf of each regular full time and part-time employees' in the following amounts:

Effective February 1, 2010 - \$2.32 per hours paid

2. The Employer agrees to make contributions in accordance with the above for new employees after the probationary period has been served.
3. The employer and the employees agree to be bound by the terms and provisions of the Trust Agreement, and amendments thereto of the Western States Office and Professional Employees Pension Trust.
4. Upon retirement, an employee shall be paid a retirement bonus of fifteen dollars (\$15.00) for each year of service.

ARTICLE XXI - SENIORITY

1. Newly hired employees shall be considered on a trial basis for a period of ninety (90) days from the date of hiring. At the close of the probationary period, the employee shall be considered a regular employee or regular part-time employee, and shall be entitled to contract benefits as specified in this Agreement. Upon completion of their ninety (90) day probationary period, seniority shall be effective as of the original day of employment.
2. There shall be no responsibility for reemployment of probationary employees if they are laid off or discharged during the probationary period.
3. Seniority shall mean length of continuous service with the Employer and shall be cumulative on an office wide basis.
4. An employee shall lose all seniority rights for any one or more of the following reasons:
 - A. Voluntary resignation
 - B. Discharge for sufficient and reasonable cause.
 - C. Failure to return to work within 5 working days after being recalled by registered mail, return receipt requested, unless due to actual illness or accident. (The Employer may require substantiating proof of illness or accident.)
 - D. Layoff for a continuous period of more than five (5) years.

ARTICLE XXII - PROMOTIONS, DEMOTIONS AND TRANSFERS

1. Promotion is hereby defined as a move from a lower labor grade to a higher labor grade. It is the intention of the Employer to fill job vacancies from within, before hiring new employees, providing employees are available with the necessary qualifications to fill the vacant position.
2. Promotion shall be made on the basis of seniority and qualifications.
3. An employee who is promoted to a higher position shall receive twenty (20c) cents per hour less than the rate of the new job classification. All employees so promoted shall be placed on the higher rated job for a probationary period of thirty (30) days. In the event such promoted employee successfully passes the thirty day probationary period, that employee shall receive

ARTICLE XXIX - TERMINATION AND RENEWAL

All terms and conditions of this Agreement shall take effect upon the signing of this agreement, and shall be retroactive to February 1, 2014 and shall remain in effect through **January 31, 2017**, and shall continue in effect from year to year thereafter, unless either party gives notice in writing at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such agreement; provided that, in the event the Union serves written notice in accordance with this section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, and other provisions to the contrary notwithstanding.

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS OLD PUEBLO LODGE 933
TUCSON, ARIZONA 85713**

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 30
750 S. Tucson Blvd.
TUCSON, ARIZONA 85716**

Lois J. Martinez,
Directing Business Representative

Rosalinda L. Rae, Lead Steward
Negotiating Committee

Leigh A. Peterson, President

Elvira V.M. Acosta, Steward
Negotiating Committee

Valarie D. Maldonado, Secretary/Treasurer

Walter Allen Jr., Executive Director/CFO
6136 Mission George Rd. Suite 214
San Diego, CA 92120

Dated: January 25, 2014



MS 0559

LETTER OF ADDENDUM

Between

International Association of Machinists and Aerospace
Workers Old Pueblo Lodge No. 933

and

Office and Professional Employees International Union Local #319

It is hereby mutually agreed that effective February 1, 2011 the International Association of Machinists and Aerospace Workers Old Pueblo Lodge No. 933 hereby adopts the Western States Office & Professional Employees Pension Trust Updated Rehabilitation Plan schedule.

This Agreement reached this 8th day of August 2011 by and between the parties.

International Association of Machinists
and Aerospace Workers Old Pueblo
Lodge No. 933

Office and Professional Employees
International Union Local #319

Redacted by the U.S. Department of the Treasury

James E. Watson,
Directing Business Representative

Elvira V.M. Acosta, Vice President
Chairman of Negotiating Committee



**Western States Office and
Professional Employees
Pension Fund**

FEB 14 2012
ENTERED

**Employer
Participation
Agreement**

WS
05501
319

The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan")¹ for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: IAMAU LOCAL LODGE 933
Contract Person: JAMES E. WATSON, DBR
Address: 369 W. AJO WAY
City, State & Zip: TUCSON, AZ 85713
Telephone: (520) 294-7696

2. Local Information.

Employer has a collective bargaining agreement with Local Union 319 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

This Agreement is for the following: (check applicable box(es)):

An existing Participating Employer to update Plan records.

A new Participating Employer.

Effective date of coverage: _____.

A new group of Employees of an existing Participating Employer.

Effective date of coverage: _____.

4. Coverage.

This Agreement covers the following (check applicable box(es)):

Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

Nonbargaining unit employees described in Attachment B (see note).

Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.

- c. Upon approval by the Board, ~~the application~~ ^{FEB 14 2012} and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE: _____

Print Name:

JAMES E. WATSON

Title:

DIRECTING BUSINESS REPRESENTATIVE

Date Signed:

2-7-2012

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: _____

Print Name:

Judith Zenk, Co-Chair

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Print Name:

Michael Parmelee, Co-Chair

Date Signed: _____

WS8149



Office and Professional Employees International Union
2800 First Avenue, Room 304 · Seattle, WA 98121 · (206) 441-8880 · 1-800-600-2433

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

AEROSPACE MACHINISTS INDUSTRIAL DISTRICT LODGE NO. 751

AND

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO

FOR THE PERIOD OF

JUNE 1, 2013 THROUGH MAY 31, 2017

Section 14.4 FEDERAL OR STATE PROGRAM. If, during the term of this Agreement, there is established by Federal or State Government a program that affords to employees covered by this Agreement similar benefits (such as but not limited to medical-surgical-hospital benefits and dental benefits) to those that are afforded by this Agreement, or implements changes to tax regulations applicable to these benefits, the parties mutually agree to a reopener of Article 14 to meet and discuss possible changes.

Section 14.5 If, during the term of this Agreement, an increased contribution rate is necessary to maintain any of the present benefit schedules of the program enumerated in this Article, the Employer will pay the increased contribution rate.

ARTICLE 15

PENSIONS

Section 15.1 OPEIU WESTERN STATES PENSION. The Employer agrees to and shall be bound by all the terms, conditions and provisions of the Trust Agreement and any changes, additions, amendments or modifications thereto which are made by the authorized joint Trustees of the Western States Office and Professional Employees Pension Fund.

Effective September 1, 2013, the Employer shall contribute the following amounts per hour into the Western States Office and Professional Employees Pension Fund not to exceed forty (40) hours in any week:

Group 5	\$6.83 per hour (\$3.63 plus \$3.20 for the required 78% supplemental contribution as defined by the fund's rehabilitation plan)
Group 7	\$7.06 per hour (\$3.86 plus \$3.20 for the required 78% supplemental contribution as defined by the rehabilitation plan)
Group 8	\$7.18 per hour (\$3.98 plus \$3.20 for the required 78% supplemental contribution as defined by the rehabilitation plan)
Group 9	\$7.30 per hour (\$4.10 plus \$3.20 for the required 78% supplemental contribution as defined by the rehabilitation plan)

Effective June 1, 2014, the Employer shall contribute the following amounts per hour into the Western States Office and Professional Employees Pension Fund not to exceed forty (40) hours in any week:

Group 5	\$6.91 per hour (\$3.63 plus \$3.28 for the required 80% supplemental contribution as defined by the fund's rehabilitation plan)
Group 7	\$7.14 per hour (\$3.86 plus \$3.28 for the required 80% supplemental contribution as defined by the rehabilitation plan)
Group 8	\$7.26 per hour (\$3.98 plus \$3.28 for the required 80% supplemental contribution as defined by the rehabilitation plan)

Group 9 \$7.38 per hour (\$4.10 plus \$3.28 for the required 80% supplemental contribution as defined by the rehabilitation plan)

Section 15.2 Said contribution shall be made to the Western States Office and Professional Employees Pension Fund in the manner as set forth in the Trust Agreement of said Trust.

Section 15.3 IAM NATIONAL PENSION FUND. The Employer agrees to and shall be bound by all the terms, conditions and provisions of the Trust Agreement and any changes, additions, amendments or modifications thereto which are made by the authorized trustees of the IAM National Pension Fund.

Effective September 1, 2013, the Employer shall contribute \$0.20 per hour not to exceed forty (40) hours in any week to the IAM National Pension Fund.

Effective June 1, 2014, the Employer shall contribute \$0.25 per hour not to exceed forty (40) hours in any week to the IAM National Pension Fund.

Effective June 1, 2015, the Employer shall contribute \$0.30 per hour not to exceed forty (40) hours in any week to the IAM National Pension Fund.

Effective June 1, 2016, the Employer shall contribute \$0.35 per hour not to exceed forty (40) hours in any week to the IAM National Pension Fund.

Section 15.4(a) OPEIU SUPPLEMENTAL RETIREMENT PLAN. The Employer agrees to and shall be bound by all terms, conditions and provisions of the Trust Agreement and any changes, additions, amendments or modifications thereto which are made by the authorized Joint Trustees of the Office and Professional Employees Local 8 Supplemental Retirement Plan.

Section 15.4(b) SALARY DIVERSION. An amount may be elected by each employee as a reduction in the minimum salary schedule described in the Salary Schedule for the purpose of contributing such amount to the Office and Professional Employees Local 8 Supplemental Retirement Plan. The Employer agrees to transmit the amounts withheld from such employee's wages on a pre-tax basis as soon as the funds can be transmitted and not later than the next payroll period following an employee's written request for such wage diversion. Employees may elect to divert any amount up to the maximum threshold set by the IRS rules governing 401(k) plans. The forms for the election shall be provided by the administrative office of the aforesaid Trust Fund. The resulting salary level shall be considered to be the negotiated salary level for that employee for the remainder of this Agreement following the election. However, for the purposes of determining any other amounts under this Agreement based upon wage level, the original amount described in the Salary Schedule shall apply.

The Employer agrees to provide employee information as may be needed by the administrator of the Plan.

Western States Office and Professional Employees Pension Fund

I Sent this one too

Employer Participation Agreement

The undersigned Employer hereby Western States Office & Professional Employees as a Participating Employer to the Plan as provided in this Agreement.

Trustees ("Board") of the ("Plan")¹ for participation

1. Employer Information.

Name: IAM & AW District Lodge 751
Contract Person: Laura Williams
Address: 9125 15th Pl. So.
City, State & Zip: Seattle, WA 98108
Telephone: (206) 764-0313

2. Local Information.

Employer has a collective bargaining agreement with Local Union OPEIU #8 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

This Agreement is for the following: (check applicable box(es)):

- An existing Participating Employer to update Plan records.
- A new Participating Employer.

Effective date of coverage: _____

- A new group of Employees of an existing Participating Employer.

Effective date of coverage: _____

4. Coverage.

This Agreement covers the following (check applicable box(es)):

- Bargaining unit employees as described in Attachment A.
Note: Attach a copy of collective bargaining agreement.

- Nonbargaining unit employees described in Attachment B (see note).

Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.

RECEIVED
MAY 23 2011

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:

a. Employer is a (insert form of business): Labor Organization

Note: Partners and sole proprietors cannot participate in the Plan but partnerships and sole proprietorships may cover their employees.

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): Aerospace Machinists Industrial District Lodge 751

c. Employer elects to participate in the Plan as a contributing employer.

d. Employer now has the following employees (insert number):

15 employees covered by the collective bargaining agreement; and

40 employees who are not covered by the collective bargaining agreement.

e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.

f. Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.

5. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:

a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

b. Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.

- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: SUSAN A. PALMER

Title: District Secretary-Treasurer

Date Signed: 11-15-2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Judith Zenk, Co-Chair

Date Signed: DEC 06 2011

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Michael Parmelee, Co-Chair

Date Signed: DEC 06 2011

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AGREEMENT BETWEEN

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS,
DISTRICT LODGE 776, AFL-CIO

and

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL 277, AFL-CIO

Effective: June 4, 2012

*Effective
per email
from Katrina
White @ SAT
6-4-12
to
7-17-16*

PREAMBLE

The purpose of this Agreement is to promote the harmonious relationship between the Employer and its employees, to establish rates of pay, hours of work, classification and other conditions of employment. The term "employee" shall include all hourly rated office personnel of the Aeronautical Industrial District Lodge 776 of the International Association of Machinists and Aerospace workers. The Employer and the Union agree problems arising within the ranks of organized labor shall be settled within the confines of the labor movement. It is also agreed that the Employer and the Union have mutual interest since they are both part of the American Labor Movement. Both parties to this agreement shall feel free to call upon one another for advice and assistance in all matter relating to organized labor.

ARTICLE ONE
AGENCY CLAUSE

Membership in the Union is not compulsory. Employees have the right to join or not to join as they see fit. Membership in the Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Union is required under the Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union. Accordingly, it is fair and equitable that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefit contained in this Agreement.

Therefore, each employee who does not voluntarily acquire and maintain membership in the Union shall be required, as a condition of employment, beginning on the thirty-sixth (36th) day following the beginning of each employment, or the date of the Agreement, whichever is lesser, to pay to the Union each month a service charge or

year. (However, this can be extended by Mutual Agreement between the Employer and the Union.)

Section 2. When absent because of being subpoenaed as a witness in Court provided the employee is not subpoenaed as a witness against District Lodge 776, the employee shall receive pay for such time lost at the employee's applicable rate of pay.

Section 3. An employee appointed to serve as Judge or Clerk of an election in the National, State, County, District or Municipal Elections shall be excused for such absence at the employee's applicable rate.

Section 4. An employee shall be granted reasonable time off to vote in any of the elections set forth above, but such time shall not exceed **one (1) hour** and such time lost shall be paid for at the employee's applicable rate of pay provided the employee shows the immediate supervisor evidence of the employee's voting.

ARTICLE SEVENTEEN COST OF LIVING

The cost of living provisions, as set forth in the Agreement between Aeronautical Industrial District Lodge 776 and Lockheed Martin Aeronautics Company, shall be guaranteed to the employee covered by this Agreement.

ARTICLE EIGHTEEN EDUCATIONAL, TRAINING, NEW TECHNOLOGY

Whenever it becomes necessary and determined training is necessary to qualify employee(s) to perform the new or changed work resulting from new technology, i.e. new computer programming, new accounting programs, new office machinery, etc, the

most senior employee(s) in the classification will be offered the training and/or the opportunity for training. Employees outside the classification for which training educational processes is offered will not be considered until all employees within the classification has been offered the training/or opportunity for training.

ARTICLE NINETEEN PENSION PLAN

Effective May 1, 2006, the Employer shall contribute sixty (\$60.00) per week for each employee to Western States Office & Professional Employees Pension Plan with the understanding that overtime will not accelerate. This contribution on the part of the Employer (\$60.00 per week) shall continue in full force and like manner for the duration

Article Nineteen - Pension Plan (continued)

of this agreement. The Union and the Employer mutually agree to re-open negotiations when deemed necessary for Article Nineteen, Pension Plan only; no other Articles of the current collective bargaining will be re-opened.

The Employer will be exploring aspects of other pension plan (s) prior to a mutually agreed to re-opening.

ARTICLE TWENTY DURATION

Section 1. This agreement shall become affective **June 4, 2012** and shall remain in force until **July 17, 2016**. At the end of said period and at the end of each yearly period thereafter, this agreement shall be renewed automatically for a period of one (1) year unless either party gives written notice of desire to terminate or amend same at least sixty (60) days prior to the renewal date.

Section 2. During negotiations this agreement shall continue in full force until a new Agreement has been obtained and any additional benefits negotiated shall be made retroactive to the expiration date of the Agreement.

Section 3. This agreement supersedes and renders void all previous agreements, whether written or oral, between the parties hereto.

Section 4. It is agreed between the parties that should any change occur in the structure of the organization of the Employer, this Agreement shall be assigned to and be binding on the successor of District Lodge 776, International Association of Machinists and Aerospace Workers, AFL-CIO.

Article Twenty - Duration, Section 4 (continued)

In Witness Whereof, the parties hereto have hereunto set their hands and seals on this

4th day of June 2012.

Redacted by the U.S. Department of the Treasury

Paul Black, President/DBX
IAM/AW District Lodge 776

Redacted by the U.S. Department of the Treasury

David Hardison
Secretary-Treasurer/Organizer

Becky Turner, OPEIU Local 277
President/Business Manager

Lynette Lane
Negotiator

Redacted by the U.S. Department of the Treasury

Katrina White
Negotiator

Redacted by the U.S. Department of the Treasury

Patricia Carroll
Steward

Date: 06-04-2012

Date: 06-04-2012

ma/opeiu277

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District Lodge 776 IAM-As
7711 CURFORD
St
Ft Worth, TX
76108

MEMORANDUM OF UNDERSTANDING

Between

**International Association of Machinists
& Aerospace Workers, District Lodge 776**

And

**Office & Professional Employees International Union Local 277,
AFL-CIO**

AGREEMENT TO ADOPT REHABILITATION PLAN

Plan: Western States Office and Professional Employee's Pension Fund

Parties: Office & Professional Employees International Union Local 277, AFL-CIO, the "Union", and International Association of Machinists & Aerospace Workers, District Lodge 776, the "Employer"

Effective Date: June 4, 2012

The Union and the Employer hereby agree to amend their Collective Bargaining Agreement as follows:

- 1. The Parties adopt the following schedule under the Plan's Rehabilitation Plan as of the Effective Date:

Check applicable line: Rehabilitation Plan Schedule
 Default Rehabilitation Plan Schedule

- 2. The Employer agrees to contribute the Plan at the rates required under the CBA and the applicable Rehabilitation Plan schedule.
- 3. The Parties agree that their adoption of the Rehabilitation Plan is effective for the duration of the current CBA and to any renewals or extensions of the CBA.

For the Union

For the Company

Redacted by the U.S. Department of the Treasury

Becky Turner, OPEIU Local 277
President/Business Manager

Paul Black, Jr., District Lodge 776
President/DBR

Date: 01-09-2015

Date: 11/9/2015

opeiu#277
aficio

**Western States Office and
Professional Employees
Pension Fund**

**Employer
Participation
Agreement**

The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan")¹ for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: IAM District Lodge 776 FEB 22
Contract Person: David Hardison
Address: 7711 Clifford St
City, State & Zip: Ft. Worth TX 76108
Telephone: 817-246-2444

2. Local Information.

Employer has a collective bargaining agreement with Local Union 277 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

This Agreement is for the following: (check applicable box(es)):

- An existing Participating Employer to update Plan records.
 A new Participating Employer.
Effective date of coverage: _____
 A new group of Employees of an existing Participating Employer.
Effective date of coverage: _____

4. Coverage.

This Agreement covers the following (check applicable box(es)):

- Bargaining unit employees as described in Attachment A.
Note: Attach a copy of collective bargaining agreement.
 Nonbargaining unit employees described in Attachment B (see note).
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:

a. Employer is a (*insert form of business*): Labor Union

Note: Partners and sole proprietors cannot participate in the Plan but partnerships and sole proprietorships may cover their employees.

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): Aeronautical Industrial

c. Employer elects to participate in the Plan as a contributing employer. District Lodge 776 IAM FAW.

d. Employer now has the following employees (insert number):

7 employees covered by the collective bargaining agreement; and

0 employees who are not covered by the collective bargaining agreement.

e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.

f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.**

6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:

a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**

- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: David Hardison

Title: Secretary-Treasurer / Organizer

Date Signed: 2/18/2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Judith Zenk, Co-Chair

Date Signed: NOV 16 2011

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Michael Parmelee, Co-Chair

Date Signed: NOV 16 2011

COLLECTIVE BARGAINING AGREEMENT

by and between

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL #5, AFL/CIO**

and

TRADE UNION OFFICES NEGOTIATING COMMITTEE

on behalf of

Denver Firefighters Local #858

Denver Theatrical Stage Employees
Union Local #7

IAMAW Local Lodge 1886



May 1, 2015

to and including

April 30, 2018

ARTICLE 22 – PENSION

- 22.1** Effective May 1, 2015 the Employer agrees to contribute to the Western States Office and Professional Employees Pension Fund a contribution of one dollar and fifty cents (\$1.50) per straight time hour, on behalf of each employee. The bargaining unit employees (by individual office) may elect to put any amount of their negotiated wage rate into pension.
- 22.2** The Employer contributions, as provided herein, shall be made on eligible employees on the effective date, except for the employees serving their thirty (30) day probationary period. The contributions for probationary employees shall start on the first of the month following the thirty (30) day probationary period. This shall apply to all employees not presently covered by another pension plan which is Employer paid.
- 22.3** If an employee is injured on the job, the Employer shall continue to pay the required contributions for a period of three (3) months following the end of the month in which the injury occurs. The Employer shall continue payments for a minimum of ten (10) days for any employee on sick leave up to the maximum accumulated by the employee.
- 22.4** Regular or part-time employees who work seventy (70) or more hours per month shall be covered by the provisions of this Article. This shall not apply to extra help covering for vacation periods, or sick leave which does not exceed thirty (30) days.
- 22.5** The Employer agrees that if the employee chooses, they will withhold the employee contribution to the 401K plan set up by OPEIU #30. The employee may contribute at least 5%, but not more than 25% of his/her gross salary to this plan. FICA and Medicare taxes will be withheld but these contributions will not be subject to Federal and State taxes. The employee shall bear any administrative fees.
- 22.6** Effective with the May, 2012 hours paid, all of the Employers, who have not already done so, agree to adopt the Pension Rehabilitation Plan and to contribute on behalf of each employee the contribution amount listed in the Updated Supplemental Contribution Schedule provide by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the Contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in Article 22.1.

- 30.2** The Employer will use its best effort to hold in private any discussion of discipline of an employee or of deficiencies in the employee's performance.
- 30.3** The employees agree to perform their duties, timely and in an appropriate and professional style and form.
- 30.4** If a discussion with an employee is to be considered to be a disciplinary discussion, the employee will be told in advance so said employee can be afforded Union representation if he/she so desires.

ARTICLE 31 – VOTE

- 31.1** Employees who are eligible and registered to vote shall receive one (1) hour with pay to vote provided they have given twenty-four (24) hours notice.

ARTICLE 32 – TERM OF AGREEMENT

- 32.1** This Agreement shall be in full force and effect from the first day of May, 2015 to and including the thirtieth (30th) day of April 2018, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

- (A) If either party elects to terminate the Agreement, such party shall, on a date not less than sixty (60) days, nor more than ninety (90) days prior to expiration date of the Agreement, give written notice to the other party of intention to terminate, and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
- (B) If either party elects to change any of the provisions of the Agreement, such party shall, on a date not less than sixty (60) days nor more than ninety (90) days prior to the expiration date of the Agreement, given written notice to the other party.
- (C) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice, which time may be extended by mutual agreement.
- (D) This Agreement constitutes the entire contract between the two parties. Memorandums of Understanding relating to individual offices may be negotiated as separate from this master Agreement. Memorandums of Understanding will

not convey any contractual rights not specifically stated in that Memorandum of Understanding. Any signed Memorandums of Understanding will be forwarded to the Trade Union Offices and employees.

- (E) It is also expressly understood that any and all notices to open the agreement will be sent to all signatory employers individually.

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL #30**

Redacted by the U.S.
Department of the Treasury

By: _____

Title: Executive Director

Date: Aug 11, 2015

**DENVER THEATRICAL, STAGE,
FILM & EXHIBITION
EMPLOYEES UNION LOCAL 7**

Redacted by the U.S. Department
of the Treasury

By: _____

Title: Business Representative

Date: Aug. 31, 2015

Memorandum of Understanding
By and between
IATSE (Employer) and
OPEIU Local 30 (Union)

It is hereby agreed and understood by the parties that the collective bargaining agreement by and between Office and Professional Employees International Union Local 30 (union) and IATSE (employer), dated February 29, 2015 be amended as follows:

Bargaining unit members shall have the option to opt out of health plan coverage upon proof of coverage obtained from another source. The monthly premium that would be paid by the employer for health care (90% of the current health care premium) will instead be contributed to the employees 401(k) account provided by the union.

It is understood that, if the member so chooses they will be allowed to reenroll in the health plan and the employer will commence paying their 90% payment to the OPEIU Locals 30 & 537 Trust Fund, and the employee will commence a 10% payroll deduction for the same, and the employer will no longer deposit the premium equivalent into the employee's 401(k) account.

Office & Professional Employees
International Union Local #30

Redacted by the U.S.
By: Department of the Treasury

Title: EXEC DIR

Date: 5-7-15

Denver Theatrical Stage
Employees Union Local #7

Redacted by the U.S.
By: Department of the Treasury

Title: President

Date: 2/29/15

gm
opeiu30
office

ARTICLE 32 – TERM OF AGREEMENT

32.2 This Agreement shall be in full force and effect from the first day of May, 2015 to and including the thirtieth (30th) day of April 2018, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

- (A) If either party elects to terminate the Agreement, such party shall, on a date not less than sixty (60) days, nor more than ninety (90) days prior to expiration date of the Agreement, give written notice to the other party of intention to terminate, and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
- (B) If either party elects to change any of the provisions of the Agreement, such party shall, on a date not less than sixty (60) days nor more than ninety (90) days prior to the expiration date of the Agreement, given written notice to the other party.
- (C) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice, which time may be extended by mutual agreement.
- (D) This Agreement constitutes the entire contract between the two parties. Memorandums of Understanding relating to individual offices may be negotiated as separate from this master Agreement. Memorandums of Understanding will not convey any contractual rights not specifically stated in that Memorandum of Understanding. Any signed Memorandums of Understanding will be forwarded to the Trade Union Offices and employees.
- (E) It is also expressly understood that any and all notices to open the agreement will be sent to all signatory employers individually.

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL #30**

By: Redacted by the U.S.
Department of the
Treasury
Title: Executive Director
Date: Aug 11, 2018

**DENVER FIREFIGHTERS
LOCAL #858**

By: Redacted by the U.S.
Department of the Treasury
Title: President
Date: Sept 7, 2015

ARTICLE 32 - TERM OF AGREEMENT

32.3 This Agreement shall be in full force and effect from the first day of May, 2015 to and including the thirtieth (30th) day of April 2018, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

- (A) If either party elects to terminate the Agreement, such party shall, on a date not less than sixty (60) days, nor more than ninety (90) days prior to expiration date of the Agreement, give written notice to the other party of intention to terminate, and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
- (B) If either party elects to change any of the provisions of the Agreement, such party shall, on a date not less than sixty (60) days nor more than ninety (90) days prior to the expiration date of the Agreement, given written notice to the other party.
- (C) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice, which time may be extended by mutual agreement.
- (D) This Agreement constitutes the entire contract between the two parties. Memorandums of Understanding relating to individual offices may be negotiated as separate from this master Agreement. Memorandums of Understanding will not convey any contractual rights not specifically stated in that Memorandum of Understanding. Any signed Memorandums of Understanding will be forwarded to the Trade Union Offices and employees.
- (E) It is also expressly understood that any and all notices to open the agreement will be sent to all signatory employers individually.

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL**

UNION LOCAL #530

Redacted by the U.S.
Department of the
Treasury

By: _____

Title: Executive Director

Date: 4/7/11, 2015

LAWYER LOCAL LODGE 1896

Redacted by the U.S. Department of
the Treasury

By: _____

Title: PRESIDENT

Date: 9/18/15

**Western States Office and
Professional Employees
Pension Fund**

5-1129

**Employer
Participation
Agreement**

APR 25 2011

The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan")¹ for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: IAMAW Local Lodge 1886
Contract Person: James Goad
Address: 5621 Bowen Ct.
City, State & Zip: Commerce City, CO 80022
Telephone: (303) 287-0329 ext 15

2. Local Information.

Employer has a collective bargaining agreement with Local Union 5 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

This Agreement is for the following: (check applicable box(es)):

- An existing Participating Employer to update Plan records.
 A new Participating Employer.
Effective date of coverage: _____
 A new group of Employees of an existing Participating Employer.
Effective date of coverage: _____

4. Coverage.

This Agreement covers the following (check applicable box(es)):

- Bargaining unit employees as described in Attachment A.
Note: Attach a copy of collective bargaining agreement.
 Nonbargaining unit employees described in Attachment B (see note).
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:

a. Employer is a (insert form of business): Local Lodge.

Note: Partners and sole proprietors cannot participate in the Plan but partnerships and sole proprietorships may cover their employees.

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): IAMAW Local Lodge 1586

c. Employer elects to participate in the Plan as a contributing employer. Rocky Mtn Aircraft Lodge.

d. Employer now has the following employees (insert number):

1 employees covered by the collective bargaining agreement; and

Ø employees who are not covered by the collective bargaining agreement.

e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.

f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.**

6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:

a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**

- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: James L Goad

Title: Secretary - Treasurer

Date Signed: 4-20-11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Judith Zenk, Co-Chair

Date Signed: NOV 03 2011

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Michael Parmelee, Co-Chair

Date Signed: NOV 03 2011

OPEIU LOCAL 11

APR 04 2016

RECEIVED

AGREEMENT BETWEEN

IBEW & UNITED WORKERS FEDERAL CREDIT UNION

AND THE

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 11**

AFL-CIO

MAY 1, 2016

THROUGH

APRIL 30, 2018

The Credit Union will contribute to the Harrison Trust on a monthly basis for all qualifying employees. A qualifying employee is an employee who has been employed at least ninety (90) calendar days, has seventy-five (75) or more compensable hours in the month, and was not hired as a temporary employee.

Section 3. All compensable hours count towards the Health & Welfare eligibility rule (80 hours per payroll month).

ARTICLE 13. RETIREMENT PLANS

Section 1. Effective May 1, 2016 the Employer agrees to contribute to the Western States 401k Retirement Fund of the OPEIU a minimum contribution of two dollars and seventy-eight cents (\$2.78) per compensable hour, excluding overtime. A qualifying employee is an employee who has been employed at least ninety (90) calendar days, has seventy-five (75) or more compensable hours in the month, and was not hired as a temporary employee.

No employee during the life of this Agreement shall suffer a reduction of Employer contribution of benefits by reason of adoption of this Agreement.

Section 2. During the life of this Agreement, all participants may elect to self-contribute to the Western States 401k Retirement Fund of the OPEIU in any amount permitted by law, such contributions not to change from April 1 to April 1 of any year.

Section 3. Be it further jointly advised that for long-term pension benefits, the above amounts contributed shall be recognized as an incentive and that each participant, while not mandatory, shall seriously consider self-contributing amounts to ensure a comfortable and dignified retirement.

Section 4. The said Retirement Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of Union and Employer representatives. The Agreement and Declaration of Trust, together with any amendments thereto, shall be considered a part of this Agreement as if set forth herein at length.

Section 5. The Employer confirms and ratifies the appointment of the persons designated as Trustees, who with their successors designated in the manner provided in the Agreement and Declaration of Trust, are called Employer Trustees.

Section 6. The said contribution shall be paid monthly up to and including the last payroll date of each and every calendar month on or before the 10th day of the following month. The contributions are to be stated on forms provided by the Retirement Fund.

Section 7. The Employer shall make available to the Retirement Fund any and all records of the covered employees that the Retirement Fund may require in connection with the sound and efficient operation of the Retirement Fund.

Section 8. If suit or other proceedings are necessary, the Employer shall be responsible for all reasonable fees, costs and other expenses necessary to effect collection.

Section 9. This shall not affect present comparable Retirement Plans which have been approved by the Trustees of the Western States 401k Retirement Fund of the OPEIU.

Section 10. It is mutually agreed by all parties that the Employer agrees to continue a contribution of two dollars and thirty-three cents (\$2.33) and in addition the surcharge amount listed in the Supplemental Contribution Schedule, per compensable hour, on behalf of each employee into the Western States Office & Professional Employees Pension Fund.

Be it further agreed that should there be any changes to the Supplemental Contribution Schedule the Employer shall adopt the newest schedule presented by the Trustees of the Western States Office & Professional Employees Pension Fund. Should the Western States Office & Professional Employees Pension Fund release the Employer from the obligation to pay according to the Supplemental Contribution Schedule, then the minimum pension contribution amount of two dollars and thirty-three cents (\$2.33) per compensable hour shall be in full force and effect.

Section 11. At the time of changes to the Pension Plan and the stabilization of the Plan under the Pension Protection Act, the parties shall meet and negotiate the outcome of the modification to the mandated surcharges imposed on the Employer.

ARTICLE 14. HEALTH AND SANITATION

The Employer agrees to provide a comfortable and healthful work environment for its employees. This will include proper facilities as to light, heat, ventilation and seating. Ample restrooms will be provided, and these will be kept in a clean and sanitary condition at all times.

ARTICLE 15. NON-DISCRIMINATION

Section 1. The Employer agrees to the principle of equal pay for equal work and agrees that there shall be no discrimination exercised in this respect. In all cases where women are performing work of a comparable quality and quantity as that performed by men, the same rate of pay shall prevail.

Section 2. No clause in this Agreement shall be understood to imply any lowering of working conditions and rates of pay heretofore existing in the office of the employees.

Section 3. The Employer agrees that he will not discriminate against an employee because of their activity as a member of the Union.

Section 4. Neither the Union nor the Employer in carrying out their obligations under this contract shall discriminate in matters of hiring, training, promotion, transfer, layoff, termination or otherwise because of race, color, creed, national origin or sex.

ARTICLE 16. RATES OF PAY

Section 1. The wage scales herein established and shown in Schedule "A" shall be considered minimum wages and shall not prevent the payment of higher scales to any employee whose work may warrant.

ARTICLE 20. PICKET LINE EXEMPTION

There shall be no strike, work stoppage, slowdown, lockout or other interruption of work during the life of this Agreement. The Union shall take every reasonable means within its power to prevent such occurrences and induce employees engaged in or supporting any such prohibited conduct to cease such activity. Any member of Local 11 employed by the Company who recognizes a lawful primary picket line authorized by Local 11 shall not be disciplined for recognizing that picket line, notwithstanding the provisions of the above paragraph, provided that such employee shall not have greater rights under law or contract than does a striking employee.

ARTICLE 21. SEPARABILITY

In the event that any provisions of this Agreement shall at any time be declared invalid by any final judgment of any court of competent jurisdiction or through a final decree of a government, state or local body, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provisions of this Agreement shall be modified to comply with the existing regulations or laws.

ARTICLE 22. TERMINATION AND RENEWAL

This Agreement shall be in force and effect from the date hereof through April 30, 2018, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided that in the event the Union serves written notice in accordance with this Article, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provisions of this Agreement, any other provisions to the contrary notwithstanding.

As agreed this 29th day of March, 2016.

IBEW & UNITED WORKERS
FEDERAL CREDIT UNION

OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 11

Redacted by the U.S. Department of the Treasury

Barbara Mathey
President/CEO

Redacted by the U.S. Department of the Treasury

Michael L. Richards
Executive Secretary-Treasurer

Redacted by the U.S. Department of the Treasury

Matthew E. DeVore
Union Representative

Western States Office and
Professional Employees
Pension Fund

11-
WS 2360
A & I RECEIVED
AUG 10 2011

Employer
Participation
Agreement

The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan")¹ for participation as a Participating Employer to the Plan as provided in this Agreement.

*IBEW & United Workers
Federal Credit Union*

1. Employer Information.

Name: _____

Contract Person: _____

Address: _____

City, State & Zip: _____

Telephone: _____

Barbara Mathey / Jeanine Lopez
PO Box 16877
Portland, OR 97292-0877
503 262-5333, 503 262-5309

2. Local Information.

Employer has a collective bargaining agreement with Local Union 11 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

This Agreement is for the following: (check applicable box(es)):

- An existing Participating Employer to update Plan records.
- A new Participating Employer.
Effective date of coverage: _____
- A new group of Employees of an existing Participating Employer.
Effective date of coverage: _____

4. Coverage.

This Agreement covers the following (check applicable box(es)):

- Bargaining unit employees as described in Attachment A.
Note: Attach a copy of collective bargaining agreement.
- Nonbargaining unit employees described in Attachment B (see note).
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:

a. Employer is a (*insert form of business*): Credit Union.

Note: Partners and sole proprietors cannot participate in the Plan but partnerships and sole proprietorships may cover their employees.

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): IBEW & United Workers Federal Credit Union.

c. Employer elects to participate in the Plan as a contributing employer.

d. Employer now has the following employees (insert number):

13 employees covered by the collective bargaining agreement; and

4 employees who are not covered by the collective bargaining agreement.

e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.

f. Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.

6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:

a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

b. Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

EMPLOYER PARTICIPATION AGREEMENT

ATTACHMENT B: NONBARGAINING UNIT EMPLOYEES

The Participating Employer requests to cover the following nonbargaining unit employees under the Plan and makes the following representations:

- 1. All employees are full-time employees and none are represented by a union;
- 2. All employees are or will be duly enrolled in the Plan and Participating Employer will make appropriate contributions on behalf of all covered employees according to the Board's rules and regulations;
- 3. All employees are in the following reasonable classification (subject to Board approval: the Participating Employer must make an accurate and full disclosure to the Board as part of this Agreement):

Classification: Management/Administration

Total number of employees not covered by a CBA: 4

Total number of employees in the classification: _____

Total number of employees not covered by a CBA who are excluded from the proposed classification: _____

Reason employees not covered by a CBA are excluded from the Classification: _____

- 4. Contribution rate for nonbargaining unit employees: Same as bargaining employees.

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE: _____

Print Name: Barbara J Mathley

Title: President/CEO

Date: 8/9/2011

A & I RECEIVED
AUG 10 2011

List nonbargaining unit employees in your classification on the back of this page

over

- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Barbara J Mathey J

Title: President/CEO

Date Signed: 8/9/2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Judith Zenk, Co-Chair

Date Signed: NOV 03 2011

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Michael Parmelee, Co-Chair

Date Signed: NOV 03 2011

A & I RECEIVED
AUG 10 2011



P.O. Box 16877 • 9955 S.E. Washington
Portland, Oregon 97292-0877
(503) 253-8193 • (800) 356-6507 • FAX (503) 253-4773

11 - WS 2360

AUG 23 2010

August 19, 2010

A & I Benefit Plan Administrators
Attn: Rich Crook
1220 SW Morrison Ste 300
Portland, OR 97205

RE: Western States Employees Pension Fund

Dear Rich:

Enclosed is the Memorandum of Understanding between IBEW & United Workers Federal Credit Union and OPEIU, Local 11 regarding the pension contribution. Our contract was extended as of April 1, 2010 and the requirement for the pension contribution and negotiation into the supplemental agreement was not clearly understood at the time. This Memorandum reflects our agreement for contributions into the pension plan as dictated by the supplemental agreement through March 31, 2013. Please advise me of how you would like us to remit the retroactive amount due back to April 1, 2010.

Thank you for your assistance .

Sincerely,
Redacted by the U.S. Department of the Treasury
Barbara Mathey
President/CEO
IBEW & United Workers FCU
barbmibew@aol.com
503 262-5333

WS 2360

Memorandum of Understanding

between

IBEW/United Workers Federal Credit Union ("Employer") and
Office & Professional Employees International Union, Local 11

The parties identified below acknowledge that Employer's regular contribution to the Western States Office & Professional Employees Pension Fund is \$2.33 per hour. Employer will make supplemental contributions in the amount of \$0.44 per hour totaling \$2.77 per hour from April 1, 2010, through March 31, 2011, \$0.79 per hour totaling \$3.12 per hour from April 1, 2011 through March 31, 2012 and \$1.14 per hour totaling \$3.47 per hour from April 1, 2012 through March 31, 2013. The amount of the supplemental contributions is hereby approved by the parties. This Memorandum and the prior extension of the collective bargaining agreement between the parties shall be considered to be the result of good faith negotiation of the supplemental contribution terms under Employer's pension plan. The amount of the supplemental contribution will not be changed unless otherwise agreed by the parties in writing.

Dated July 14, 2010

IBEW/United Workers Federal Credit Union

Office & Professional Employees
International Union, Local 11

Redacted by the U.S. Department of the Treasury

By Barbara Mathey,
President/CEO

By Michael L. Richards,
Executive Secretary-Treasurer

ENTERED
AUG 10 12 7 2010

AUG 23 2010



WS 2360

Office & Professional Employees International Union, Local 11, AFL-CIO
3815 Columbia Street Vancouver, WA 98660 Phone: 503-257-6691
Vancouver Line: 360-892-1370
Toll free: 800-547-8902 General Email: opeiu11@qwestoffice.net

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

IBEW/ UNITED WORKERS FEDERAL CREDIT UNION

AND THE

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11

The undersigned parties agree that the current Collective Bargaining Agreement between the IBEW/ UNITED WORKERS FEDERAL CREDIT UNION and the OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11 will be extended, in its entirety, from April 1, 2011 through March 31, 2012.

All aspects and provisions are included in a status-quo one (1) year extension of this Agreement.

Agreed this 15th day of February, 2011.

Redacted by the U.S.
Department of the Treasury

Patrick Worley
President

Redacted by the U.S. Department of the
Treasury

Barbara J. Mathéy
CEO

Redacted by the U.S. Department of the Treasury

Michael L. Richards
Executive Secretary-Treasurer

A & I RECEIVED
AUG 10 2011

MLR/hg
opeiu11
afl-cio
2/08/2011
2011 IBEW/UW FCU Extend

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

IBEW/ UNITED WORKERS FEDERAL CREDIT UNION

AND THE

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11

The undersigned parties agree that the current Collective Bargaining Agreement between the **IBEW/ UNITED WORKERS FEDERAL CREDIT UNION** and the **OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11** will be extended, in its entirety, from April 1, 2010 through March 31, 2011.

All aspects and provisions are included in a status-quo one (1) year extension of this Agreement.

Agreed this 3rd day of February, 2010.

Redacted by the U.S. Department of the Treasury



Barbara J. Mathey
President/CEO

Michael L. Richards
Executive Secretary-Treasurer

MLR/hg
opeiu11
afl-cio
2/01/2010
2010 IBEW/UW FCU Extend

A & I RECEIVED
AUG 1 0 2011

WS 0169
WS 0913
WS 0173
WS 1166

WS 0153
WS 4340
WS 1144
WS 0155

WS 1067
WS 0726

All at 80% Supplemental.
\$6.25 Hourly Rate.

**TRADE UNION OFFICE AGREEMENT
ALAMEDA COUNTY**

And

RECEIVED
APR 06 2016

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29,
AFL-CIO, CLC**

JULY 1, 2014 – JUNE 30, 2016



Bricklayers APPR OAKLAND =
Bricklayers JATC

July 1, 2014 – June 30, 2016

TRADE UNION OFFICE AGREEMENT - ALAMEDA COUNTY

THIS AGREEMENT, made and entered into on this 1st day of July 2014, by and between Alameda Master Trade Union Agreement, On behalf of Alameda county Central Labor Council, Amalgamated Transit Union 192, Amalgamated Transit Union 1555, Building/Construction Trades Council of Alameda, Bricklayers JATC, Communications Workers of America Union Local 9415, International Brotherhood Electrical Workers of Union Local 595, International Brotherhood Electrical Workers of Union JATC, Iron Workers Union Local 378, Work Preservation Fund, party of the first part, hereinafter called the Employer, and **OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29**, affiliated with the Office and Professional Employees International Union, AFL-CIO, party of the second part, hereinafter called the Union.

WITNESSETH

In consideration of the premises and of the respective promises, agreements and covenants of the parties hereto, that the said parties do hereby mutually agree as follows, to wit:

ARTICLE 1. RECOGNITION

The Employer recognizes the union as the sole collective bargaining agent for all office employees except all regularly elected officers and appointed officers of the Employer.

ARTICLE 2. UNION SECURITY

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on or before the thirtieth (30th) day following the effective date of this Agreement, become and remain a member in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or before the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

The Employer agrees to advise the Union of existing vacancies in the classifications covered by this Agreement and to afford it an opportunity to send applicants for these positions. The Employer will notify the Union of any position openings prior to other recruitment efforts being made in an attempt to fill the specific positions with outside applicants.

ARTICLE 11. CLASSIFICATIONS AND MINIMUM WAGE SCALES - continued

- (f) Nothing shall prevent the Employer from paying higher than the minimum set forth above.
- (g) It is understood and agreed that no employee shall suffer any reduction in wages and conditions as a result of the signing of this Agreement.
- (h) All part-time employees shall receive all the benefits of the Agreement on a pro-rata basis.
- (i) New employees who have had previous experience in a Trade Union office shall be credited with such experience and shall be placed in the wage schedule in accordance with such credit. New employees who have had previous comparable experience in offices other than Trade Union offices shall be credited with such experience up to a maximum of twenty-one (21) months.
- (j) Work in a higher classification is to be paid at the higher rate after a minimum of four (4) hours work in the higher classification.
- (k) Any positions not now covered by this Article, or any positions which may be established during the term of this Agreement, shall be subject to negotiations between the Employer and the Union. Such positions shall not be established and put into operation until such time as agreement is reached between the parties as to classification and rate of pay for the position. In the event the parties are unable to agree as to the classification and rate of pay for the position in question, the dispute shall be resolved in accordance with the provisions of subsection (b) of Article 30 of this Agreement.
- (l) Any jobs created by virtue of the above shall be offered to qualified employees within the collective bargaining unit prior to the Employer hiring new employees. In the event any employees within the collective bargaining unit would be displaced, the Employer agrees to institute a reasonable training program in an effort to qualify such employees prior to hiring any new employees.

ARTICLE 12. PENSION PLAN

- (a) The Employer agrees to contribute into a Trust Fund known as the Western States Office and Professional Employees Pension Fund for the account of each eligible employee working under this Agreement, the following hourly rates:

Effective 11/1/2009
\$6.25

The Union and the Employer agree to hold educational meetings with the Employers and Union members with regard to the Western States Pension.

The Union agrees to meet and discuss with the following Employers Ninety (90) days after ratification to discuss the Pension.

ARTICLE 12. PENSION PLAN - continued

- (b) Eligibility for coverage under the plan shall be that employees shall have contributions made on their behalf for all hours paid, including, but not limited to, holidays, vacation, sick leave, jury duty, bereavement leave, etc.

This shall apply to all who are not presently covered by another Plan which is Employer paid. Employees currently covered by another Plan shall have the option of continuing under their old Plan or changing to the Western States Office and Professional Employees Pension Fund. For those other plans, the Employer agrees to pay an additional twenty-five cents (\$.25) per hour for each year of this Agreement.

- (c) Upon an employee's written request, the Employer may agree to participate in and to deduct voluntary employee contributions from an employee's payroll and to forward them to a qualified 401(k) plan.

ARTICLE 13. TERMINATION PAY

- (a) Any employee of over three (3) months' continuous service but less than six (6) months' service who may be discharged or laid off shall be given one (1) week's notice in writing or one week's pay in lieu thereof. Any employee of over six (6) months' continuous service who may be discharged or laid off, shall be given two (2) weeks' notice in writing or two (2) weeks' pay in lieu thereof.

This clause shall not apply when the discharge is because of dishonesty or misconduct. It shall be a reciprocal obligation and a matter of good faith on the part of the employee to give one (1) weeks' notice in writing after three (3) months' service, or two (2) weeks' notice in writing after six (6) months' service in the case of an intended resignation.

- (b) The Employer shall have the right to discharge any employee for just cause, but no employee shall be discharged or discriminated against by reason of Union membership or Union activities.
- (c) Employees may not be discharged unless the Employer has given the employee a letter of warning (with copy to the Union) setting forth complaint. Employee shall be allowed a reasonable period of time to correct such complaint. Letters of complaint will be invalid after a period of one (1) year (in compliance with Article 30 - Grievance Procedure).
- (d) In the event an employee terminates, for any reason, after six (6) months' employment, s/he shall be entitled to pro-rated vacation pay from the Employer in addition to said two (2) weeks' notice.
- (e) In cases of discharge or layoff of employees of six (6) months' continuous service, good or sufficient reasons shall be given the Union two (2) weeks prior to the date of termination of employment.

ARTICLE 32. UNION ELECTIONS

No Employer, officer, manager or supervisor shall require an employee covered by this Agreement to perform work, provide materials or information in violation of federal law for use in any campaign for political office in the employing Union. Employee's participation in the Employer's election process shall be strictly limited to official election functions such as preparation of official materials, tallying of ballots, reporting of election results under the direction of the official Election Committee or its designee.

ARTICLE 33. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assigns of the parties hereto.

In the event that a succession or assignment takes place and the successor is out of the jurisdiction of this contract, the Employer agrees to negotiate with the Union on the rights, the seniority provisions, and benefits of the employees covered by this Agreement.

ARTICLE 34. INDUSTRIAL WELFARE COMMISSION ORDER

In the event the existing I.W.C. Order #4-89 covering Professional, Technical, Clerical, Mechanical and similar occupations becomes invalid, the provisions of this order shall automatically be incorporated in the Collective Bargaining Agreement.

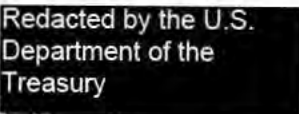
ARTICLE 35. DURATION OF AGREEMENT, PROVISIONS FOR AMENDMENT

This Agreement, together with all provisions herein set forth, shall continue in full force and effect from July 1, 2014 through June 30, 2016 and shall continue in full force and effect thereafter from year to year unless either party has served the other party written notice of its desire to change or modify this Agreement sixty (60) days prior to the date of expiration. In such event, negotiations shall be reopened in order to revise the section or sections regarding which notice of the proposed changes has been served. When agreed upon, these changes shall be incorporated into this Agreement effective as of the beginning of the year's term for which the revisions were proposed.

All side letters shall remain in effect for the duration of this Agreement.

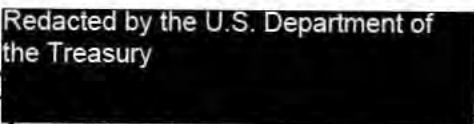
FOR THE EMPLOYER:

**ALAMEDA BUILDING & CONST.
TRADES COUNCIL**

By: 
Andreas Cluver
Secretary-Treasurer

Date: 2/23/16

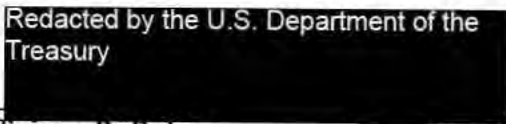
**ALAMEDA LABOR COUNCIL,
AFL-CIO**

By: 
Josie Camacho
Executive Secretary-Treasurer

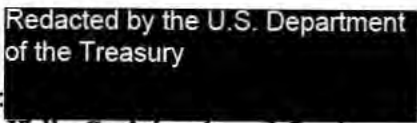
Date: 2/27/16

FOR THE UNION:

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29**

By: 
Tamara R. Rubyn
President/Business Manager

Date: 3/2/16

By: 
Kelly Gschwend
Vice President/Business Representative

Date: 3-2-16

The Alameda Master Agreement covers the following Employers:

Alameda County Central Labor Council, Amalgamated Transit Union 192, Amalgamated Transit Union 1555, Building/Construction Trades Council of Alameda, Bricklayers JATC, Communications Workers of America Union Local 9415, International Brotherhood Electrical Workers of Union Local 595, International Brotherhood Electrical Workers of Union JATC, Iron Workers Union Local 378, Work Preservation Fund.

KG/lm(ALATRADMAST2014)
cwa:9415/afl-cio

AGREEMENT TO EXTEND CONTRACT

Between

ALAMEDA MASTER TRADE UNION AGREEMENT,

On behalf of Alameda Labor Council, Amalgamated Transit Union 192, Amalgamated Transit Union 1555, Building/Construction Trades Council of Alameda, Bricklayers Apprenticeship Program, Communications Workers of America Union Local 9415, International Brotherhood Electrical Workers of Union Local 595, International Brotherhood Electrical Workers of Union JATC, Iron Workers Union Local 378

And

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL 29, AFL-CIO**

The parties hereby agree to extend the Collective Bargaining Agreement between Alameda Master Trade Union Agreement represented above and Office and Professional Employees International Union Local 29 in full force and effect subject to termination by either party on Seventy-Two (72) hours written notice.

The parties also agree that any economic increases that are agreed to as a result of bargaining shall be retroactive to the initial date of expiration of the Agreement, *unless negotiated otherwise.* *AFC* *KG*

Any and all disputes arising related to interpretation of this Agreement are subject to the grievance procedure in the Collective Bargaining Agreement.

**ALAMEDA MASTER TRADE UNION
AGREEMENT**

Redacted by the U.S.
Department of the Treasury

By: _____

Andreas Cluver
Secretary-Treasurer
Alameda Bldg. & Const. Trades Council

Date: 6/27/16

Redacted by the U.S. Department of the
Treasury

By: _____

Jose Camacho,
Executive Secretary-Treasurer
Alameda Labor Council

Date: 6/27/16

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29**

Redacted by the U.S.
Department of the Treasury

By: _____

Kelly Gschwend
Vice President/Business Representative

Date: 6-27-16

Office & Professional Employees International Union | Local 29

AFL-CIO & CLC

Tamara R. Rubyn, President/Business Manager | Patricia G. Sanchez, Secretary-Treasurer/Business Representative

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

AGREEMENT TO ADOPT REHABILITATION PLAN

Plan: Western States Office and Professional Employee's Pension Fund

Parties: Office & Professional Employees International Union, Local 29, the "Union; and

Employers under the Alameda Trade Master Agreement (Alameda Labor Council, ATU 192, ATU 1555, Bay Cities Metal Trades Council, Building/Construction Trades Council of Alameda, Bricklayers Apprenticeship Program, CWA 9415, IBEW 595, IBEW JATC, Iron Workers Union Local 378, Work Preservation Fund), the "Employer"

The Union and the Employer hereby agree to amend their Collective Bargaining Agreement as follows:

- 1. The Parties adopt the following schedule under the Plan's Rehabilitation Plan as of the Effective Date:

Effective Date: January 1, 2013

Check applicable line: Rehabilitation Plan Schedule
 Default Rehabilitation Plan Schedule

- 2. The Employer agrees to contribute to the Plan at the rates required under the CBA and the applicable Rehabilitation Plan Schedule.
- 3. The Parties agree that their adoption of the Rehabilitation Plan is effective for the duration of the current CBA and to any renewals or extensions of the CBA.

EMPLOYER APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title: Secretary-Treasurer

Date: 4/5/13
Redacted by the U.S. Department of the Treasury

Signature

Title: Exec. Sec. Treas

Date: 4-5-13

UNION APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title: Vice President / Bus. Rep.

Date: 4/5/13

Western States Office and
Professional Employees
Pension Fund

IBEW
29
WS 1144

Employer
Participation
Agreement



The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan")¹ for participation as a Participating Employer to the Plan as provided in this Agreement.

PA & I RECEIVED
SEP 06 2011

1. Employer Information.

Name: Alameda JATC
Contract Person: Byron Benton
Address: 3033 Alvarado St.
City, State & Zip: San Leandro, CA 94577
Telephone: (510) 351-5282 ext. 15

2. Local Information.

Employer has a collective bargaining agreement with Local Union _____ (*insert number*) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

This Agreement is for the following: (*check applicable box(es)*):

- An existing Participating Employer to update Plan records.
- A new Participating Employer.
Effective date of coverage: _____
- A new group of Employees of an existing Participating Employer.
Effective date of coverage: _____

4. Coverage.

This Agreement covers the following (*check applicable box(es)*):

- Bargaining unit employees as described in Attachment A.
Note: Attach a copy of collective bargaining agreement.
- Nonbargaining unit employees described in Attachment B (see note).
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:
- a. Employer is a (*insert form of business*): _____.
- Note:* Partners and sole proprietors cannot participate in the Plan but partnerships and sole proprietorships may cover their employees.
- b. Employer is doing business under the following name(s) (attach separate page if more space is needed): _____.
 - c. Employer elects to participate in the Plan as a contributing employer.
 - d. Employer now has the following employees (insert number):
 _____ employees covered by the collective bargaining agreement; and
 _____ employees who are not covered by the collective bargaining agreement.
 - e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.
 - f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.**
6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:
- a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.
 - b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**

- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Byrdon L. Benton

Title: Training Director

Date Signed: 8/25/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Judith Zenk, Co-Chair

Date Signed: OCT 26 2011

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Michael Parmelee, Co-Chair

Date Signed: OCT 26 2011

A & I RECEIVED
SEP 06 2011

AGREEMENT
between
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS
LOCAL UNION #1116
And



OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL
UNION LOCAL #30

AUGUST 1, 2014 THROUGH JULY 31, 2017

ARTICLE XXI - UNION LABEL AND UNION SHOP CARD

SECTION 1. The privilege of using the Union Label may be extended to all Union Member employees as long as this Agreement remains in full force and effect, and so long as the Employer fulfills all of its terms and conditions.

SECTION 2. The Employer agrees to permit the display of a Union Shop Card, signifying that the office is staffed by members of the Office and Professional Employees International Union, Local No. 30, AFL CIO CFL, and under Agreement with the Union; this card to be the property of the Union.

ARTICLE XXII – PENSION, SEP IRA Plan, 401(k) Plan and Qualified ROTH IRA

SECTION 1. Regular fulltime office employees currently covered under this Agreement will continue to be covered under the Western States Office and Professional Employees Pension Trust Fund. Accordingly, the Employer agrees to make contributions on behalf of all eligible employees in the amount of \$3.00 per hour.

Employees hired as of August 1, 2014 will be enrolled in a Pension Plan under a **SEP IRA Plan**.

A contribution on behalf of each employee will be made to the applicable plan in the amounts of:

Effective August 1, 2014 – 10% per month based on the employees monthly base income, but not to exceed the IRS Limits.

The Employer agrees to make contributions in accordance with the above for all eligible Regular fulltime employees.

SECTION 2. The Employer and the employees agree to be bound by the terms and provisions of the Trust Agreement and amendments thereto, of the Western States Office and Professional Employees Pension Trust Fund or of any other Fund.

SECTION 3. Employees will be allowed to participate in a 401(k) Plan approved by the employer. The Employer will forward an amount (designated by the employee) to be deducted from the employee's wages for remittance to the designated 401(k) Plan.

SECTION 4. Regular full time employees may participate in a ROTH IRA Account as follows:

ARTICLE XXV - TERM OF AGREEMENT

All terms of this Agreement shall remain in full force and effect until July 31, 2017, and shall be automatically renewed from year to year, unless the Union or Employer serves upon the other written notice by certified mail of desire to modify, amend, or terminate this Agreement, in which case, the written notice shall be given at least sixty (60) but not more than seventy-five (75) calendar days prior to the expiration date of this Agreement, or to the expiration of any automatic yearly extension.

IN WITNESS WHEREOF, The parties being duly authorized have hereunto set their official seals, duly attested, this 3rd day of October 2014.

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS LOCAL
#1116**

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 30
AFL CIO**

Frank R. Grijalva, Business Manager
4601 S. Butterfield Drive
Tucson, Arizona 85714

Walter Allen Jr.
Executive Director / CFO
OPEIU Local 30

Elvira V. M. Acosta, Negotiating
Committee





International Brotherhood of Electrical Workers

LOCAL UNION 1116

PHONE (520) 792-1475 • FAX (520) 882-6132
750 SOUTH TUCSON BOULEVARD
TUCSON, ARIZONA 85716-5689

WS 1153



LETTER OF ADDENDUM

Between

International Brotherhood of Electrical Workers Local #1116

And

Office and Professional Employees International Union Local #319

It is hereby mutually agreed that effective August 1, 2011 the International Brotherhood of Electrical Workers Local #1116 hereby adopts the Western States Office & Professional Employees Pension Trust Updated Rehabilitation Plan schedule.

This Agreement reached this 2nd day of November by and between the parties.

International Brotherhood
of Electrical Workers Local #1116

Office & Professional Employees
International Union Local #319

Redacted by the U.S.
Department of the Treasury

Redacted by the U.S. Department of the
Treasury

Frank R. Grijalva
Business Manager/Financial Secretary

Elvira V.M. Acosta, Vice President
Negotiating Committee Chairman



A & I RECEIVED
OCT 29 2011

AMERICA WORKS BEST WHEN WE SAY,



**Western States Office and
Professional Employees
Pension Fund**

**Employer
Participation
Agreement**

The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan")¹ for participation as a Participating Employer to the Plan as provided in this Agreement.

3153

1. Employer Information.

Name: International Brotherhood of Electrical
Workers Local #1116
Contract Person: Frank R. Grijalva
Address: 750 S. Tucson Blvd.
City, State & Zip: Tucson, AZ 85716
Telephone: 520-792-1475

2. Local Information.

Employer has a collective bargaining agreement with Local Union #319 (*insert number*) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

A & I RECEIVED
DEC 29 2011

3. Participation.

This Agreement is for the following: (*check applicable box(es)*):

- An existing Participating Employer to update Plan records.
- A new Participating Employer.
Effective date of coverage: _____
- A new group of Employees of an existing Participating Employer.
Effective date of coverage: _____

4. Coverage.

This Agreement covers the following (*check applicable box(es)*):

- Bargaining unit employees as described in Attachment A.
Note: Attach a copy of collective bargaining agreement.
- Nonbargaining unit employees described in Attachment B (see note).
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:
- a. Employer is a (*insert form of business*): Labor Organization.
Note: Partners and sole proprietors cannot participate in the Plan but partnerships and sole proprietorships may cover their employees.
 - b. Employer is doing business under the following name(s) (attach separate page if more space is needed): International Brotherhood of Electrical Workers Local 31116 - IBEW #1116
 - c. Employer elects to participate in the Plan as a contributing employer.
 - d. Employer now has the following employees (insert number):
one employees covered by the collective bargaining agreement; and
two employees who are not covered by the collective bargaining agreement.
 - e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.
 - f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.**
6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:
- a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.
 - b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**

- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Frank R. Grijalva

Title: Business Manager/Financial Secretary

Date Signed: Redacted by the U.S. Department of the Treasury 12/20/2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Judith Zenk, Co-Chair

Date Signed: _____

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Michael Parmelee, Co-Chair

Date Signed: _____

A & I RECEIVED
DEC 20 2011

AGREEMENT

Between

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL 180**

And

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL
UNION, LOCAL 29**

July 1, 2016 - June 30, 2019



ARTICLE VIII. HOLIDAYS

(a) The following days shall be designated as legal holidays without any reduction in pay: New Year's Day, President's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, Employee's Birthday, and such other holidays observed by the IBEW Local 180 Inside Agreement.

In addition, one-half (1/2) day off shall be granted on the last workday previous to both Christmas and New Year's or such other day as is mutually agreeable to the employee and the Employer. One-half (1/2) day off shall be granted on Good Friday.

(b) In the event any of the holidays enumerated in Article VIII (a) occur during the period of an employee's vacation, an additional day's vacation shall be allowed for each holiday so occurring, or one day's pay in lieu of same thereof.

(c) It is further agreed that whenever such holidays fall upon a Sunday, they shall be observed upon the following Monday. Holidays falling on Saturday shall be observed the previous Friday or such other day as is mutually agreeable to the employee and the Employer.

(d) Regular part-time employees will receive holiday pay as provided by this Agreement on a prorated basis.

(e) All work performed on the days listed in this section, paragraph (a) Employee's Birthday excepted, shall be paid for at the rate of double time in addition to the regular holiday pay.

(f) There shall be no mandatory working of a holiday.

ARTICLE IX. PENSION PLAN

Effective February 1, 2012, the Employer agrees to contribute into a Trust Fund, known as Western States Office & Professional Employees Pension Fund, for the account of each eligible employee working under this Agreement, the sum of Four Dollars and Fifty cents (\$4.50) per hour. To be eligible for participation in the Plan, an employee who works more than seventy (70) hours in a calendar month.

The Employer shall pay contributions on behalf of each eligible bargaining unit employee as defined in the incorporated rate of the Supplemental Employer Contribution Schedule, as defined by the Trustees of the Pension Plan.

This shall apply to all who are not presently covered by another Plan which is Employer paid. Employees currently covered by another Plan shall have the option of continuing under their old plan or changing to the Western States Office Professional Employees Pension Fund Plan.

Upon an Employee's written request, the Employer shall deduct voluntary contributions from an Employee's payroll and forward them to a qualified 401(k) Plan, including any plan offered by IBEW or OPEIU (such as the OPEIU Local 11 Plan).