

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

**Exhibit 15  
(Part 1 of 4)**



**ABF FREIGHT SYSTEM, INC.  
and  
OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL NO. 30**



**DENVER, CO**

**October 1, 2013 through September 30, 2018**

one hundred (100) hours per month for full time positions, and sixty (60) hours per month for part-time positions.

13.2 ELIGIBLE EMPLOYEES – Active employees (not laid off) on the seniority roster shall be eligible for health and hospital benefits under a plan.

13.3 NON-ELIGIBLE EMPLOYEES – Employees not eligible for coverage under this Article are as follows:

- (a) Laid off employees;
- (b) Casual employees (employees having no seniority rights);
- (c) Employees suffering an injury or illness covered by Worker's Compensation benefits;
- (d) Employees on leave of absence.

13.4 The Company retains the right to change its health and welfare benefits plan and providers. The Company shall notify the Union of such changes and further, the Union shall notify the Company where to send required premiums should changes take place.

#### **ARTICLE 14 – PENSION PLAN**

14.1 COMPANY PENSION CONTRIBUTIONS – For full time employees (not laid off) on seniority roster, to make a contribution on behalf of each employee to the Western States Office Employees Pension Fund not to exceed forty (40) times the hourly contribution rate per week. The Pension fund rates shall be frozen at the level of the October 1, 2012 rates for the remainder of this contract.

<u>Effective Date</u>	<u>Rate Per Hour</u>
10-1-13	\$9.25
10-1-14	\$9.25
10-1-15	\$9.25
10-1-16	\$9.25
10-1-17	\$9.25

In the event that future federal legislation allows ABF to reduce its pension contribution rates which would not cause a reduction in benefits, the Company reserves the right to reopen the ABF OPEIU Local 30 contract as it relates to the pension contribution rates. If the parties do not agree on a mutually satisfactory resolution to negotiations over such issues within sixty (60) days of the start of such negotiations, either party shall be permitted all legal or economic recourse in support of its proposals on this matter notwithstanding any provisions of this Agreement to the contrary.

- (a) Subject to the forty (40) hour maximum, contributions shall be made for each full hour worked by each employee.

- (b) If an employee is injured on the job, the Company shall continue to make the required contributions until the employee returns to work, but not to exceed five hundred twenty (520) hours of contributions for missed work opportunities.

## **ARTICLE 15 – SENIORITY**

### **15.1 DEFINITIONS:**

Regular Employee - An employee with an established seniority date.

Permanent Part-Time Employee - A regular employee with a set schedule of less than 40 hours per week.

Probationary Employee - A regular employee in probationary status as defined in 15.3 of this Article.

Active Employee - A regular employee not in layoff status.

Unassigned Employee - An active employee in an unassigned status as provided in Article 19.2 of this Agreement.

Laid-off Employee - A regular employee who is in layoff status by proper written notice from the Company.

Casual Employee - An employee having no seniority rights under this Agreement. Unless specifically provided otherwise, casual employees are not entitled to any of the benefits or guarantees of this Agreement, except the hourly wage rate when put to work.

Unless the language in the Agreement clearly refers to a specific employee definition(s), the term employee(s) shall be deemed to encompass all regular employees (those having established seniority dates).

**15.2 SENIORITY RIGHTS** – Seniority shall prevail for layoff, recall, transfer and job assignment, provided the employee is qualified to perform the job. There shall be one (1) bargaining unit consisting of one (1) office seniority roster. Seniority shall be continuous from the date on which the employee acquires seniority under this Agreement, except as provided in Article 7.5 (LEAVES OF ABSENCE).

**15.3 FORMULA FOR ACQUIRING SENIORITY** – When any casual employees are worked (either full-time or part-time) for thirty (30) working days in any consecutive two (2) calendar month period, the Company shall be required to add an employee to the seniority roster. Days or hours worked replacing regular employees absent for any reason shall not be counted.



shall remain in full force and effect. Any substitution for the invalidated portion which is mutually agreed upon between the parties shall be reduced to writing and made a part of this Agreement.

#### ARTICLE 30 – DURATION

- 30.1** This Agreement shall continue in full force and effect from October 1, 2013 to and including September 30, 2018 and shall thereafter be automatically renewed from year to year unless either party notifies the other of its desire to change, modify or terminate the Agreement.

Either party desiring to change, modify or terminate this Agreement must notify the other party in writing at least sixty (60) and no more than ninety (90) days prior to the expiration date of this Agreement or any year in which notice of change or termination is given.

The parties agree that, if practical, all proposals for a new contract shall be exchanged between the parties at least forty-five (45) days prior to the expiration date of this Agreement. Such proposal shall be specific as to the exact articles desired to be changed or new articles to be added.

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

Redacted by the U.S.  
Department of the Treasury

By: \_\_\_\_\_

Title: Executive Director/ CFO

Date: Jan. 29, '14

**ABF FREIGHT SYSTEM, INC.**

Redacted by the U.S. Department of the  
Treasury

By: \_\_\_\_\_

Title: Director, Industrial Relations

Date: 2-6-14

ABF WS0388									
12 Month Period		Base Contributions	Surcharge Paid, if any	Total Contributions Paid to Date	Applicable Sup. Employer Schedule Rate	Supplemental Employer Contributions (C x G)	Amount Owed (H-D)	Interest on Amount Owed at 7.25% to 9/1/2016	Total Amount Owed with Interest to 9/1/2016
10/1/2013	9/30/2014	68,181.75	1,658.59	69,840.34	80%	54,545.40	52,886.41	7,592.73	60,479.14
10/1/2014	9/30/2015	67,571.25	-	67,571.25	80%	54,057.00	54,057.00	3,581.96	57,638.96
10/1/2015	5/31/2016	44,187.25	-	44,187.25	80%	35,349.80	35,349.80	624.00	35,973.80
		179,940.25	1,658.59	181,598.84		143,952.20	142,293.21	11,798.69	154,091.90

ABF WS0412									
12 Month Period		Base Contributions	Surcharge Paid, if any	Total Contributions paid to date	Applicable Sup. Employer Schedule Rate	Default Supplemental Employer Contributions (C x G)	Amount Owed (H-D)	Interest on Amount Owed at 7.25% to 9/1/2016	Total Amount Owed with Interest to 9/1/2016
6/1/2013	5/31/2014	43,065.30	2,504.92	45,570.22	78%	33,590.93	31,086.01	5,302.05	36,388.06
6/1/2014	5/31/2015	46,219.81	-	46,219.81	80%	36,975.85	37,530.09	3,431.45	40,961.54
6/1/2015	5/31/2016	46,707.94	-	46,707.94	80%	37,366.35	24,709.55	436.17	25,145.72
		135,993.05	2,504.92	138,497.97		107,933.13	93,325.65	9,169.67	102,495.32

TOTALS	
	154,091.90
ABF WS0412	102,495.32
	256,587.22

**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 30, the "Union; and  
ABF Freight, the "Employer"

Effective Date: As of the date signed by both parties.

The Union and the Employer hereby agree to amend their Collective Bargaining Agreement(s) as follows, consideration for which is the mutual terms and conditions of this Agreement:

1. The Employer adopts the Rehabilitation Plan Schedule (regular schedule, not default schedule) under the Plan's Rehabilitation Plan, retroactive to the date stated below:

ABF WS0388: retroactive to October 1, 2013; and  
ABF WS0412: retroactive to June 1, 2013.

2. The Employer agrees to contribute to the Plan at the rates required under the CBA and the 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.
4. Adoption of this Agreement satisfies the requirement, in the WSOPE Rehabilitation Plan Settlement Agreement agreed to by the Parties, that Employer adopt the Rehabilitation Plan.

**EMPLOYER APPROVAL**

Signature \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**UNION APPROVAL**

Redacted by the U.S. Department  
of the Treasury

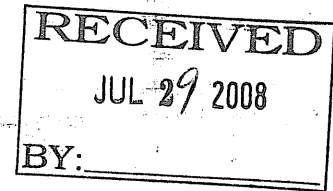
Signature \_\_\_\_\_

Title: Exec. Dir. / CFO

Date: Sept. 6, 2016



251-0412



# **A G R E E M E N T**

**Between**

**ABF FREIGHT SYSTEM, INC.**

**and**

**OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL #251  
AFL-CIO**

**ALBUQUERQUE, NEW MEXICO**

## ARTICLE 13 - HEALTH CARE

### Section 1 - Eligible Employees

Full time employees (not laid off) on the seniority roster shall be eligible for health and hospital benefits, including dental and eye care, short-term and long-term disability (non-exempt), under a plan sponsored and administered by the Employer. The plan, entitled "Arkansas Best Corporation Welfare Benefits Plan" is made a part of this Agreement for the purpose of defining the benefits under this Article.

### Section 2 - Non-eligible Employees

Employees not eligible for coverage under this Article are as follows:

- (a) Laid-off employees;
- (b) Casual employees (employees having no seniority rights);
- (c) Part-time employees working less than thirty (30) hours per week;
- (d) Employees suffering an injury or illness covered by Workers' Compensation benefits.

### Section 3 - Appeal Procedure

In the event of a dispute, the appeal procedure described in the Plan will be followed. In the event the employee feels the decision is unfair, he may invoke the provisions of Article 27, Arbitration.

### Section 4 - Health Insurance Premium Co-Pay

If, during the life of this agreement, it is necessary for ABF to increase the premium co-pay, those employees covered by this Agreement shall be reimbursed for the cost of the increase in premium co-payment on a weekly basis (This Section may be opened by either party within a thirty (30) day written notice.)

## ARTICLE 14 - PENSION PLAN

For full time employees (not laid off) on the seniority roster, the Employer agrees, effective on the dates and in the amounts per hour indicated below, to make a contribution on behalf of each employee to the Western States Office Employees Pension Fund.

Effective Date: June 1, 2008	Rate Per Hour: \$3.85
Effective Date: June 1, 2009	Rate Per Hour: \$4.00
Effective Date: June 1, 2010	Rate Per Hour: \$4.15
Effective Date: June 1, 2011	Rate Per Hour: \$4.30
Effective Date: June 1, 2012	Rate Per Hour: \$4.45

- (a) Subject to a maximum of two thousand eighty (2080) hours per calendar year and subsection (c) below, contributions shall be made for each compensable hour.
- (b) If an employee is injured on the job, the Employer shall continue to make the required contributions not to exceed forty (40) times the hourly contribution rate per week, until the employee returns to work, but not to exceed six (6) months.
- (c) This section shall not apply to employees with less than eighty-one (81) compensable hours per month.



### ARTICLE 31 – COST OF LIVING ADJUSTMENT

All regular employees shall be covered by the provisions of a cost-of-living allowance as set forth in this Article.

The amount of the cost-of-living allowance shall be determined as provided below on the basis of the "Consumer Price Index for Urban 45 Wage earners and Clerical Workers", CPI-W (Revised Series Using 1982-84 Expenditure Patterns), All-Items (1982-84-100), published by the Bureau of Labor Statistics, U. S. Department of Labor and referred to herein as the "Index".

Effective April 1, 2009 and every April 1 thereafter during the life of the agreement, a cost-of-living allowance will be calculated on the basis of the difference between the Index for January 2008 (published February 2008) and the Index for January 2009 (published February 2009) with a similar calculation for every year thereafter, as follows:

For every 0.2 point increase in the Index over and above the base (prior year's) Index plus 3.0%, there will be a 1 cent increase in the hourly wage rates payable on April 1, 2009 and every April 1 thereafter. These increases shall only be payable if they equal a minimum of five cents (\$.05) in a year.

All cost-of-living allowances paid under this agreement will become and remain a fixed part of the base wage rate for all job classifications. A decline in the Index shall not result in the reduction of classification base wage rates.

### ARTICLE 32 - DURATION

This Agreement shall continue in full force and effect from September 1, 2008 to and including May 31, 2013 and shall thereafter be automatically renewed from year to year unless either party notifies the other of its desire to change, modify or terminate the Agreement.

Either party desiring to change, modify or terminate this Agreement must notify the other party in writing at least sixty (60) days prior to the expiration date of the Agreement or any year in which notice of change or termination is given.

The parties agree that all proposals for a new contract shall be exchanged between the parties at least forty-five (45) days before the expiration date of the Agreement. Such contract proposal shall be specific as to the exact articles desired to be changed or new articles to be added.

ABF FREIGHT SYSTEM, INC.

Redacted by the U.S. Department of the Treasury

By:

Title: VP, Industrial Relations

Date: 6-11-08

OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL #251  
AFL-CIO

Redacted by the U.S. Department of the Treasury

By:

Title: President

Date: July 14, 2008

ABF WS0388									
12 Month Period		Base Contributions	Surcharge Paid, if any	Total Contributions Paid to Date	Applicable Sup. Employer Schedule Rate	Supplemental Employer Contributions (C x G)	Amount Owed (H-D)	Interest on Amount Owed at 7.25% to 9/1/2016	Total Amount Owed with Interest to 9/1/2016
10/1/2013	9/30/2014	68,181.75	1,658.59	69,840.34	80%	54,545.40	52,886.41	7,592.73	60,479.14
10/1/2014	9/30/2015	67,571.25	-	67,571.25	80%	54,057.00	54,057.00	3,581.96	57,638.96
10/1/2015	5/31/2016	44,187.25	-	44,187.25	80%	35,349.80	35,349.80	624.00	35,973.80
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12 Month Period		Base Contributions	Surcharge Paid, if any	Total Contributions paid to date	Applicable Sup. Employer Schedule Rate	Default Supplemental Employer Contributions (C x G)	Amount Owed (H-D)	Interest on Amount Owed at 7.25% to 9/1/2016	Total Amount Owed with Interest to 9/1/2016
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6/1/2015	5/31/2016	46,707.94	-	46,707.94	80%	37,366.35	24,709.55	436.17	25,145.72
		135,993.05	2,504.92	138,497.97		107,933.13	93,325.65	9,169.67	102,495.32

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Effective Date: As of the date signed by both parties.

The Union and the Employer hereby agree to amend their Collective Bargaining Agreement(s) as follows, consideration for which is the mutual terms and conditions of this Agreement:

1. The Employer adopts the Rehabilitation Plan Schedule (regular schedule, not default schedule) under the Plan's Rehabilitation Plan, retroactive to the date stated below:

ABF WS0388: retroactive to October 1, 2013; and  
ABF WS0412: retroactive to June 1, 2013.

2. The Employer agrees to contribute to the Plan at the rates required under the CBA and the 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.
4. Adoption of this Agreement satisfies the requirement, in the WSOPE Rehabilitation Plan Settlement Agreement agreed to by the Parties, that Employer adopt the Rehabilitation Plan.

**EMPLOYER APPROVAL**

Signature \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**UNION APPROVAL**

Redacted by the U.S. Department of  
the Treasury

Signature \_\_\_\_\_

Title: Exec. Dir. / CFO

Date: Sept. 6, 2016





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

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**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

Redacted by the U.S. Department of the Treasury

By

Suzanne Mode  
Business Manager

Redacted by the U.S. Department of the Treasury

By

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

FOR THE MASTER TRADE SECTION

Redacted by the U.S. Department of the Treasury

By

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

By

Employer



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

8-  
8133

**FEB 14 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")<sup>1</sup> for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name:

AFT Washington

Contract Person:

Elizabeth Ferrell-Gray

Address:

625 Andover Park W, Ste 111

City, State & Zip:

Inkwell, WA 98188

Telephone:

206. 432. 8088

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.

<sup>1</sup> 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): AFT Washington.

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

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

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

*Sandra Schroeder*  
*President*  
*2/10/2011*

##### 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

NOV 03 2011

CO-CHAIR SIGNATURE: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Redacted by the U.S. Department of the Treasury

Michael Parmelee, Co-Chair

NOV 03 2011

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 31<sup>st</sup> 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



## 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  
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#8253

- 9) INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 46  
19802 62<sup>nd</sup> 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 134<sup>th</sup> Pl #101  
Tukwila, WA 98168

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- 15) PILEDRIVERS LOCAL NO. 196 (formally Local No. 2396)  
4695 Pacific Highway East  
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- 16) PUGET SOUND ELECTRICAL APPRENTICESHIP AND TRAINING TRUST  
550 SW 7th St.  
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- 17) REBOUND  
2800 First Avenue, Room 216  
Seattle, WA 98121

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- 18) SEATTLE AREA PLUMBING AND PIPEFITTING APPRENTICESHIP AND JOURNEYMEN TRAINING TRUST  
595 Monster Rd. SW #100  
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- 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 13<sup>th</sup> 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



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

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**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

Redacted by the U.S. Department of the  
Treasury

By

Suzanne Mode  
Business Manager

Redacted by the U.S. Department of the  
Treasury

By

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

FOR THE MASTER TRADE SECTION

Redacted by the U.S. Department of the  
Treasury

By

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

By

\_\_\_\_\_  
Employer

APR 20 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")<sup>1</sup> for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

WS 8111

Name: Amalgamated Transit Union Local 587  
Contract Person: Paul B. Neil, Financial Secretary/Treasurer  
Address: 2815 Second Avenue - Suite 230  
City, State & Zip: Seattle, WA 98121  
Telephone: (206) 448-8588

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.

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

FEB 28 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 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): ATU Local 587.

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

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

4 employees covered by the collective bargaining agreement; and

5 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.

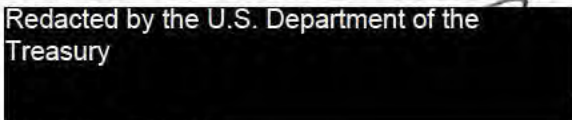
b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based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

FEB 28 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.

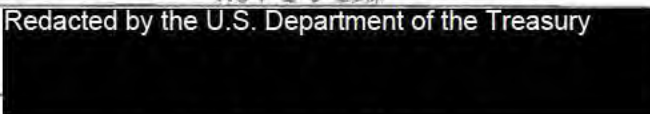
**APPROVAL OF PARTICIPATION AGREEMENT**

**APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER**

EMPLOYER SIGNATURE:   
Print Name: Paul B. Neil  
Title: Financial Secretary/Treasurer  
Date Signed: 2-22-2011

**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

FEB 28 2011



OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

8-8138

Piledrivers  
2396

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 31<sup>st</sup> 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

## 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  
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Fife, WA. 98424

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550 SW 7th St.  
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#8127

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314 First Ave. W  
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#8126

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 1<sup>st</sup> 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 (30<sup>th</sup>) 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 (30<sup>th</sup>) 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.

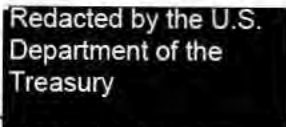
## **ARTICLE 35. DURATION OF AGREEMENT, PROVISIONS FOR AMENDMENT**

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.

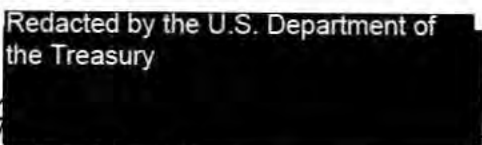
**FOR THE EMPLOYER:**

**ALAMEDA BUILDING & CONST.  
TRADES COUNCIL**

By:  \_\_\_\_\_  
Andreas Cluver  
Secretary-Treasurer

Date: 2/23/16

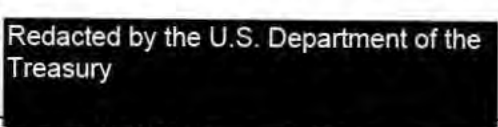
**ALAMEDA LABOR COUNCIL,  
AFL-CIO**

By:  \_\_\_\_\_  
Josie Camacho  
Executive Secretary-Treasurer

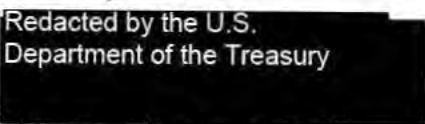
Date: 2/27/16

**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.* *ATC* *KE*

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

**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

Redacted by the U.S. Department of the Treasury

By: \_\_\_\_\_  
Jose Camacho,  
Executive Secretary-Treasurer  
Alameda Labor Council

Date: 6/27/16

/lm(AlamedaMaster/AlamedaMasterExtAgmt06232016)  
cwa:9415/afl-cio

WS0913

# 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 11, 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

PCS/Int/Reliab/Adup(2013)AlamedaMasterERs/cwa9415/afl-cio

7877 Oakport Street | Suite 480 | Oakland, California 94621 | Phone (510) 746-5980 | Fax (510) 746-5977 | www.opew29.org



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

**Employer  
Participation  
Agreement**

RECEIVED  
MAR 14 2011

WS0913

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

1. Employer Information.

Name: Amalgamated Transit Union Local 1155<sup>#</sup>  
Contract Person: Anterette Bryant  
Address: 132 Ninth St Suite 100  
City, State & Zip: Oakland CA 94607  
Telephone: (510) 763-1555

2. Local Information.

Employer has a collective bargaining agreement with Local Union 89 (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.

<sup>1</sup> 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 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): Amalgamated Transit Union

c. Employer elects to participate in the Plan as a contributing employer. Local 1555

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

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE:

Print Name:

Christine Nicholas

Title:

Financial Secretary / Treasurer

Date Signed:

3/10/11

#### 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 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

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 1<sup>st</sup> 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 (30<sup>th</sup>) 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 (30<sup>th</sup>) 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.

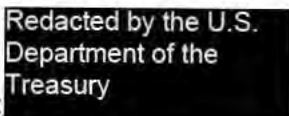
## **ARTICLE 35. DURATION OF AGREEMENT, PROVISIONS FOR AMENDMENT**

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.

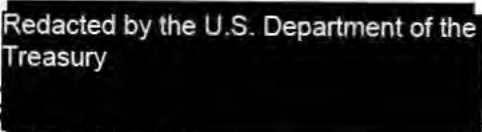
**FOR THE EMPLOYER:**

**ALAMEDA BUILDING & CONST.  
TRADES COUNCIL**

By:  \_\_\_\_\_  
Andreas Cluver  
Secretary-Treasurer

Date: 2/23/16

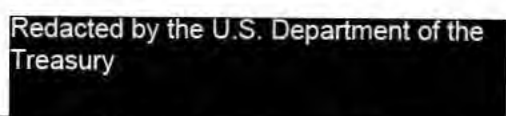
**ALAMEDA LABOR COUNCIL,  
AFL-CIO**

By:  \_\_\_\_\_  
Josie Camacho  
Executive Secretary-Treasurer

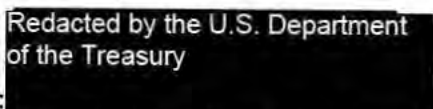
Date: 2/27/16

**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* *KE*

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

*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")<sup>1</sup> for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: AMALGAMATED TRANSIT UNION, LOCAL 192  
Contract Person: DEBORAH E. JOHNSON  
Address: 8460 ENTERPRISE WAY  
City, State & Zip: DAKLAND CA 94621-1318  
Telephone: 510-635-0192

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)):

- ☒ 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.

<sup>1</sup> 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 OFFICE

*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): AMALGAMATED TRANSIT UNION

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

\_\_\_\_\_ 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:

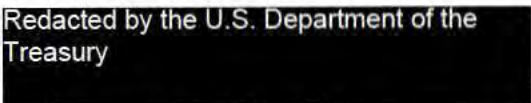
a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

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.

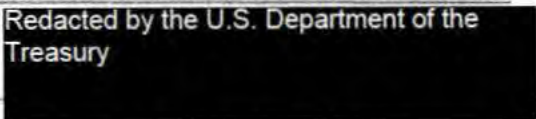
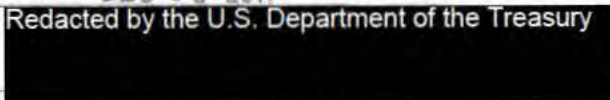
- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

#### APPROVAL OF PARTICIPATION AGREEMENT

##### APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:   
Print Name: DEBORAH E. JOHNSON  
Title: Financial Secretary  
Date Signed: 11/22/11

##### APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE:   
Print Name: Judith Zenk, Co-Chair  
Date Signed: DEC 06 2011  
CO-CHAIR SIGNATURE:   
Print Name: Michael Parmelee, Co-Chair  
Date Signed: DEC 06 2011

A & I RECEIVED  
NOV 22 2011

WS0913

## 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 11, 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

PCS/Int/Reliab/Adup(2013)AlamedaMasterERs/cwa9415/afl-cio

7877 Oakport Street | Suite 480 | Oakland, California 94621 | Phone (510) 746-5980 | Fax (510) 746-5977 | www.opew29.org

# **COLLECTIVE BARGAINING AGREEMENT**

by and between

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

and

**DENVER METRO AREA LOCAL OF THE AMERICAN  
POSTAL WORKERS UNION, AFL/CIO**



May 1, 2014

to and including

April 30, 2017



- 21.1** Employees will receive an hourly wage equivalent to a United States Postal Service employee represented by the American Postal Workers Union working within the Postal Service pay system at a specific level and step in accordance with Postal Service (PS) schedule. This hourly wage will increase (but not decrease) in accordance with contractual increases obtained by the American Postal Workers Union for employees of the United States Postal Service within the designated level and step. Employees are paid based upon classification and years of service.

## **ARTICLE 22 – PENSION**

- 22.1** The Employer agrees to contribute to the Western States Office and Professional Employees Pension Fund a contribution of three dollars (\$3.00) per straight time hour, on behalf of each employee.
- 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. If an employee is on sick leave or personal leave of absence in excess of forty-five (45) working days, the Employer will not be required to pay into the fund, after the first forty-five (45) working days unless the employee returns to work.
- 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** Effective with the January, 2010 hours worked the Employer agrees to adopt the Western States Office and Professional Employees Pension Plan Supplemental Employer Contribution Schedule. Based on this decision, the Employer agrees that the current surcharge will be eliminated and the contribution rate will be increased to 26% over the current contribution rate and will then change yearly according to the Supplemental Employer Contribution Schedule as provided by the Trustees of the Western States Office and Professional Employees Pension Plan.

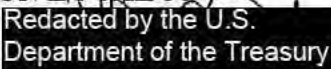


## ARTICLE 30 – TERM OF AGREEMENT

**30.1** This Agreement shall be in full force and effect from the first day of May 2014 to and including the thirtieth (30<sup>th</sup>) day of April 2017, 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:

- (1) 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.
- (2) 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, give written notice to the other party.
- (3) 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.

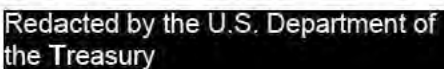
**OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION LOCAL 30**

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

Title: Executive Director/CFO

Date: \_\_\_\_\_

**AMERICAN POSTAL WORKERS  
UNION**

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

Title: President

Date: 7-17-2014

/opeiu#30  
afl-cio

/opeiu#30  
afl-cio

**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")<sup>1</sup> for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: DENVER Metro American Postal Workers Union 229  
Contract Person: BOBBY J. ROLLS  
Address: 15677 CASH 17th Avenue  
City, State & Zip: AURORA, CO. 80011  
Telephone: (303) 365-1524 ex 14

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.

<sup>1</sup> 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): DMAL-APMU 229

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

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE: \_\_\_\_\_

Print Name: Bobby J. Rollins

Title: EXECUTIVE VICE-PRESIDENT

Date Signed: 02/09/2011

##### 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

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: \_\_\_\_\_

Print Name: Michael Parmelee, Co-Chair

Date Signed: NOV 03 2011

**AGREEMENT**

**between the**

**ARCHDIOCESE OF PORTLAND IN OREGON**

**for Certain Employees of the Pastoral Center**

**and the**

**OFFICE & PROFESSIONAL EMPLOYEES**

**INTERNATIONAL UNION LOCAL 11**

**for the period**

**JULY 1, 2015**

**through**

**JUNE 30, 2018**

3700 LOCAL 11

AUG 6 5 2015

RECEIVED



The Archdiocese may take appropriate steps to request the court excuse Employees from jury duty based on the need for their services.

## **ARTICLE 7: BENEFITS**

### **A. Health & Welfare Benefits**

The Employer has a Flexible Benefits Program, and reserves the right to modify or amend the plan materials at its discretion. Details may be found in the Flexible Benefits Program's Decision Making Guide. No modification or amendment shall become effective until the Union has been provided with 10 days' written notice and, within such notice period, an opportunity to negotiate.

The recently passed Health Reform Act, still in development, may require adjustments to the Program during the 2015-2018 contract period. The Employer agrees to notify Employees if plan changes become necessary.

### **B. Retirement Contributions**

The Employer agrees to contribute \$0.90 per compensable hour to the Western States Pension Fund for each full and part-time Employee in addition to \$0.68 per compensable hour to the Western States 401(k) Retirement Fund of the OPEIU. Such contributions will continue until the parties agree to changes.

During the life of this Agreement, all participants may elect to self-contribute to the Western States 401(k) Retirement Fund of the OPEIU according to the IRS guidelines.

### **C. Western States Pension Fund**

It is mutually agreed by all parties that the Employer agrees to continue a contribution of ninety cents (\$0.90) 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 ninety cents (\$0.90) per compensable hour shall be in full force and effect.

### **D. Flu Shots**

The Employer agrees to reimburse Employees to a maximum of \$15.00 for flu shots. Receipts for the expense must be provided.

#### ARTICLE 14: AGREEMENT TERMINATION & RENEWAL

This Agreement shall become effective immediately after midnight of July 1, 2015 and shall continue in full force through midnight of June 30, 2018.

Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party and received by the other party at least 60 days prior to the date it desires to terminate or modify such Agreement. In the event, the Union serves written notice in accordance with this Section, any strike or stoppage of work after 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, the provisions therein shall be retroactive to the anniversary date.

If any term of provision of this Agreement is, at any time during the life of this Agreement, declared invalid by any court of competent jurisdiction or through government regulations or decree, 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 the Agreement shall be modified to comply with the existing regulations or laws.

#### FOR: THE ARCHDIOCESE OF PORTLAND IN OREGON

Redacted by the U.S. Department of the Treasury

7/22/15

Date

Most Reverend Alexander K. Sample  
Redacted by the U.S. Department of the Treasury

7/27/15

Date

Most Reverend Peter Smith  
Redacted by the U.S. Department of the Treasury

7-20-15

Date

Alana Wilson, Director of Human Resources

#### FOR: OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

Redacted by the U.S. Department of the Treasury

7/20/15

Date

Michael Richards, Executive Secretary – Treasurer

Redacted by the U.S. Department of the Treasury

7/20/15

Date

Matthew E. DeVore, Union Representative  
Redacted by the U.S. Department of the Treasury

8/3/15

Date

Shannon Ulrich, Union Shop Steward

WS 8248

## MEMORANDUM OF AGREEMENT

It is hereby agreed and understood by the undersigned parties that the current collective bargaining agreement, by and between Office and Professional Employees International Union Local 5 and the Denver Metro Area Local of the American Postal Workers Union, dated May 1, 2009 through April 30, 2011, shall be amended as follows:

## ARTICLE 22 – PENSION

- 22.5 Effective with the January, 2010 hours paid, the Employer agrees to adopt the Pension Rehabilitation Plan and to contribute on behalf of each employee the contribution amount listed in the Updated 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 Article 22.1.

This Memorandum is effective with the agreement of both parties by affixing their signatures below:

OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION LOCAL 5

Redacted by the U.S. Department of the  
Treasury  
BY: \_\_\_\_\_

TITLE: Business Representative

DATE: May 13, 2010

DENVER METRO AREA LOCAL  
OF THE AMERICAN POSTAL  
WORKERS UNION

Redacted by the U.S. Department  
of the Treasury  
BY: \_\_\_\_\_

TITLE: President

DATE: 5-13-2010

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all-cio

ENTERED  
5/25/10



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

WS4020

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name: Archdiocese of Portland in Oregon  
Contract Person: Barbara J. Baltz  
Address: 2838 E Burnside St.  
City, State & Zip: Portland OR 97214  
Telephone: 503-233-8317

FEB 23 2011

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.

<sup>1</sup> 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): The Archdiocese of Portland in Oregon

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

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

20 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: \_\_\_\_\_

*Barbara J. Baltz, SPHR*

Title: \_\_\_\_\_

*Director of Human Resources*

Date Signed: \_\_\_\_\_

*2-16-11*

**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*

*FEB 23 2011*

A&amp;I RECEIVED

MAR 31 2011

A&amp;I RECEIVED

MEMORANDUM OF UNDERSTANDING  
between  
ARCHDIOCESE OF PORTLAND IN OREGON  
and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

This Memorandum of Understanding is entered into between the Archdiocese of Portland Oregon and the Office & Professional Employees International Union, Local 11 and specifically shall be in accordance with Article 7 Benefits/B. Retirement Contributions within the Collective Bargaining Agreement.

It is mutually agreed by all parties that the Employer agrees to continue a contribution of ninety cents (\$0.90) 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 ninety cents (\$0.90) per compensable hour shall be in full force and effect.

This Memorandum of Understanding shall be pursuant to the terms and conditions of Article 10 Issue Resolution & Arbitration Procedures to the Collective Bargaining Agreement should there be any dispute regarding the interpretation and/or application.

Agreed to on this 25<sup>th</sup> of March 2011.

Redacted by the U.S. Department of the Treasury

Most Reverend John G. Vlazny  
Archdiocese of Portland

Redacted by the U.S. Department of the Treasury

Rev. Dennis O'Donovan/Vicar General  
Archdiocese of Portland

Redacted by the U.S. Department of the Treasury

Barbara J. Baltz/Director of Human Resources  
Archdiocese of Portland

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opeiu11/afl-cio  
Arch MOU for WSP

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

Dina Boyle/Shop Steward  
OPEIU Local 11



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APR 22 2011

WS 4020

MEMORANDUM OF UNDERSTANDING  
between  
ARCHDIOCESE OF PORTLAND IN OREGON  
and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

This Memorandum of Understanding is entered into between the Archdiocese of Portland Oregon and the Office & Professional Employees International Union, Local 11 and specifically shall be in accordance with Article 7 Benefits/B. Retirement Contributions within the Collective Bargaining Agreement.

It is mutually agreed by all parties that the Employer agrees to continue a contribution of ninety cents (\$0.90) 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 ninety cents (\$0.90) per compensable hour shall be in full force and effect.

This Memorandum of Understanding shall be effective **July 1, 2010** and pursuant to the terms and conditions of Article 10 Issue Resolution & Arbitration Procedures to the Collective Bargaining Agreement should there be any dispute regarding the interpretation and/or application.

Agreed to on this 19<sup>th</sup> day of March 2011.

Redacted by the U.S. Department of the Treasury

Most Reverend John G. Vlazny  
Archdiocese of Portland

Redacted by the U.S. Department of the Treasury

Rev. Dennis O'Donovan/Vicar General  
Archdiocese of Portland

Redacted by the U.S. Department of the Treasury

Barbara J. Baltz/Director of Human Resources  
Archdiocese of Portland

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Arch MOU for WSP

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

Dina Boyle/Shop Steward  
OPEIU Local 11

# **COLLECTIVE BARGAINING AGREEMENT**

by and between

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

and

**BUILDING TRADE UNION OFFICES**

International Association of Heat and Frost  
Insulators and Asbestos Workers, Local 28

International Union of Elevator  
Constructors, Local 25

Colorado Building and Construction Trades  
Council

International Brotherhood of  
Boilermakers, Local 101

Operating Engineers JATC



May 1, 2014  
to and including  
April 30, 2017

<u>Effective</u>	<u>5/1/14</u>	<u>5/1/15</u>	<u>5/1/16</u>
Classification:			
Extra Worker (Wages set at 80% of Secretary I classification)	\$18.82	\$19.32	\$19.82
Secretary I (File clerk, receptionist, typing & data entry)	\$23.41	\$23.91	\$24.41
Secretary II Office Secretary/Bookkeeper/ Computer Operator	\$24.41	\$24.91	\$25.41
Legislative/Political Director/Office Manager	\$33.95	\$33.95	\$33.95

**19.2** Newly hired employees will be paid at least 80% of the appropriate rate for the first six months, and at least 90% of the appropriate rate for the second six months. After twelve months of employment, employees will be paid 100% of the appropriate minimum hourly rate specified above.

**19.3** 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 six percent (6%) premium pay at the signing of this agreement shall continue to receive the premium pay.

## **ARTICLE 20 – PENSION**

**20.1** Effective May 1, 2011 the Employer agrees to contribute to the Western States Office and Professional Employees Pension Fund, a contribution on behalf of each employee in the amount of one dollar and seventy-five cents (\$1.75) per hours paid. The employee may elect to put any amount of the 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) days probationary period. The contributions for probationary employees shall start on the first of the month following the thirty (30) days probationary 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. If an employee is on sick leave or personal leave or absence in excess of forty-five (45) working days, the Employer will not



be required to pay into the fund, after the first forty-five (45) working days, until the employee returns to work.

- 20.4** 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.
- 20.5** The Employer agrees to allow the employees to participate in the Office and Professional Employees International Union Local #5 Savings Plan and Trust (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 set by the Internal Revenue Service from their yearly gross salary to this plan. FICA taxes will be withheld, but these contributions will not be subject to Federal or State taxes. The employee shall bear any administrative fees.
- 20.6** Effective with the May, 2011 hours paid, the Employer agrees to adopt the Pension Rehabilitation Plan and to contribute on behalf of each employee the contribution amount listed in the Updated Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension 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.

## **ARTICLE 21 – TECHNOLOGICAL CHANGES**

- 21.1** In the event the Employer should decide to make any technological or labor saving changes of any kind, including but not limited to the introduction of data processing equipment, computers, or automated equipment of any sort, the Employer agrees to meet with the Union to discuss the effects of such changes. It is mutually agreed that present employees shall be given first consideration for any new or changed position before any persons outside the bargaining unit are hired to fill the resultant jobs, provided existing employees have the ability to satisfactorily perform the work. In the event training is necessary for employees to qualify for such positions, the Employer will provide adequate training to all affected employees at the time the technology is implemented.

## **ARTICLE 22 – GRIEVANCE AND ARBITRATION**

- 22.1** All grievances shall be handled in the following manner:

**STEP ONE:** (oral) A grievance may be filed no later than ten (10) working days after the grievance first becomes known, or should have become known. The grievance must be presented by the Union of the aggrieved employee to the

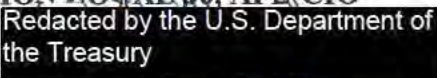
## ARTICLE 25 – TERM OF AGREEMENT

**25.1** This Agreement shall be in full force and effect from the first (1st) day of May, 2014, to and including the thirtieth (30<sup>th</sup>) day of April 2017, 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 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 seventy-five (75) days prior to the expiration 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.

For the Union:

**OFFICE & PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION LOCAL 80, AFL-CIO**

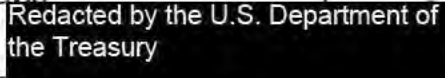
By:  Redacted by the U.S. Department of the Treasury

Title: Executive Director/CFO

Date: \_\_\_\_\_

For the Employers:

**COLORADO BUILDING AND  
CONSTRUCTION TRADES UNION  
OFFICES**

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

Title: Business Manager

Date: 7-22-14

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

5-  
0667

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name: ALLIED WORKERS LOCAL #28  
Contract Person: DOROTHY MORRIS  
Address: 6510 CARR ST.  
City, State & Zip: ARVADA, CO 80004  
Telephone: 303-742-9010

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. FEB 28 2011  
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.

<sup>1</sup> 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.**

FEB 28 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: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

KEVIN E. WHITSEL  
BUSINESS MANAGER  
2-22-11

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

NOV 03 2011

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Michael Parmelee, Co-Chair

NOV 03 2011



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

OPEIU LOCAL 11

APR 13 2016

RECEIVED

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 10<sup>th</sup> 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 31<sup>st</sup> day of March 2016:

### UNITED LABOR UNION ASSOCIATION

Redacted by the U.S. Department of the  
Treasury

Gary Young/Business Manager IBEW Local 48  
ULUA - President

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

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

Redacted by the U.S. Department of  
the Treasury

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

Redacted by the U.S. Department of the  
Treasury

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

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

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Treasury

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

Redacted by the U.S. Department of the  
Treasury

Maureen Colvin /Union Representative  
OPEIU Local 11

Redacted by the U.S. Department of the  
Treasury

Donna Allen/Member  
OPEIU Local 11

Redacted by the U.S.  
Department of the Treasury

Laura Robbins/Member  
OPEIU Local 11



## 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 30<sup>th</sup> day of ~~August~~ <sup>SEPTEMBER</sup> 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

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

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Treasury

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of the Treasury

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Treasury

Redacted by the U.S. Department of the  
Treasury

Kevin Jensen/Business Manager Ironworkers Local 29  
ULUA-Negotiating Team

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

Maureen Bower/Union Representative  
OPEIU Local 11

Redacted by the U.S.  
Department of the  
Treasury

Sharon Allen/Member  
Local 11

Redacted by the U.S. Department  
of the Treasury

Redacted by the U.S. Department of the  
Treasury

Local 11

RECEIVED

2011

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

FEB 08 2012  
**ENTERED**

**Employer  
Participation  
Agreement**

WS2000

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

1. Employer Information.

Name: Heat-Frost Insulators Local 36  
Contract Person: \_\_\_\_\_  
Address: 11145 NE Sandy Blvd.  
City, State & Zip: Portland, OR 97220  
Telephone: 503 255-2692

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.

<sup>1</sup> 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 # 36.

*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): Heat + Frost Insulation Local 36

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

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

yes 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.**

FEB 08 2012

- 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: \_\_\_\_\_

STAN C DANIELSON  
Business Manager  
2/6/2012

**APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES**

CO-CHAIR SIGNATURE: \_\_\_\_\_

Print Name: \_\_\_\_\_

Judith Zenk, Co-Chair

Date Signed: \_\_\_\_\_

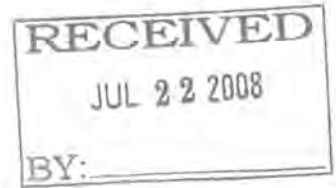
CO-CHAIR SIGNATURE: \_\_\_\_\_

Print Name: \_\_\_\_\_

Michael Parmelee, Co-Chair

Date Signed: \_\_\_\_\_





LABOR AGREEMENT

BETWEEN

ASSOCIATION OF WESTERN PULP AND PAPER WORKERS

AND

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

FOR THE PERIOD:

JUNE 1, 2008

THROUGH

MAY 31, 2011

## **RETIREMENT PLANS - continued**

Section 2. During the life of this agreement, all participants may elect to self-contribute to the 401k, such contributions may be adjusted on June 1 only of any year.

Section 3. Be it further jointly advised that for long term pension benefits, that 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 401k 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 tenth (10th) day of the following month. The contributions are to be stated on forms provided by the 401k.

Section 7. The Employer shall make available to the 401k any and all records of the covered employees that the 401k may require in connection with sound and efficient operation.

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. The Employer agrees to make a contribution amount per hour to the Western States Office and Professional Employees Pension Fund for all employees as indicated in Schedule A. The Western States Office and Professional Employees Pension Fund by it reference here, shall be considered a part of this agreement and the parties shall abide by the terms and conditions as contained therein.

## **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 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 June 1, 2008 through May 31, 2011, 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.

Agreed to this 1<sup>st</sup> day of June, 2008:

### **ASSOCIATION OF WESTERN PULP AND PAPER WORKERS**

Redacted by the U.S. Department of  
the Treasury

James L. Hasséy  
Secretary-Treasurer

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

Redacted by the U.S. Department of the  
Treasury

Michael L. Richards  
Executive Secretary-Treasurer

Redacted by the U.S. Department of  
the Treasury

Rick D. Wilson  
Union Representative

RDW/hg  
opeiu #11  
afl-cio  
2008-2011 awppw.doc

**AGREEMENT BETWEEN  
ASSOCIATION OF WESTERN PULP AND PAPER WORKERS  
AND  
OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL #11  
SCHEDULE "A"**

For contract year 2008 employees will receive a lump sum signing bonus of \$500.00.

**ADMINISTRATIVE OFFICE STAFF**

			6/1/08	6/1/09	6/1/10
Starting Rate			19.374		
After 6 months			19.567		
After 12 months			19.765		
After 18 months			19.960		
After 24 months			20.154		
After 30 months			20.350		
After 36 months			20.906		
			401K		
			1.81	1.86	1.91
			Western States Pension		
			1.82	1.92	2.02

The wage increase for June 1, 2009 and June 1, 2010 shall be equal to the percentage increase received by the officers of AWPPW and shall be added to the schedule.

**Longer Term Temporary Employees**

The Employer and Union agree that at such time as a need arises for temporary employees beyond the time limits specified in Article 4, to meet and discuss the terms and conditions for these employees. Wages will be set using a percentage of those found in Schedule A, but in no case shall the starting wage be less than 70% of the start rate. These employees shall also be required to keep and maintain a work permit from the Union.

opeiu11  
afl-cio  
contract/awppw.08



1 & 1 RECEIVED  
SEP 08 2011

ENTERED 9/10/11

11-WS8000

MEMORANDUM OF UNDERSTANDING  
between  
ASSOCIATION OF WESTERN PULP AND PAPER WORKERS  
and the  
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

This Memorandum of Understanding is entered into between the Association of Western Pulp and Paper Workers and the Office & Professional Employees International Union, Local 11 and specifically shall be in accordance with Article 13, Section 10, within the Collective Bargaining Agreement which expired June 30, 2011 and was extended by mutual agreement to May 31, 2012. This extension also included the continuation of the wage formula and wage increases provided by that formula, if any, and increases in the Employer contribution to the 401k as evidenced by the attached modified Schedule A.

It is further mutually agreed by all parties that the Employer agrees to continue the contribution of the amount specified in Schedule A to the Western States Pension of the OPEIU which became effective 6/1/10, 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 that amount specified in Schedule A which became effective 6/1/10 shall continue as the minimum pension contribution amount per compensable hour shall be in full force and effect.

Any dispute regarding the interpretation and/or application of this Memorandum of Understanding shall be pursuant to the terms and conditions of Article 19 Grievance Machinery and Arbitration in the Collective Bargaining Agreement.

Agreed upon this 1st day of June, 2011

Redacted by the U.S.  
Department of the Treasury

James L. Hassey  
Secretary-Treasurer

Redacted by the U.S. Department of  
the Treasury

Michael L. Richards  
Executive Secretary-Treasurer

Redacted by the U.S. Department of the Treasury

Rick D. Wilson  
Union Representative

Rehab effective 6/1/11

\\DWM\jg\poin\17011-010\2011\11-WS8000.doc

**AGREEMENT BETWEEN  
ASSOCIATION OF WESTERN PULP AND PAPER WORKERS  
AND  
OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 11  
SCHEDULE "A"**

For contract year 2008 employees will receive a lump sum signing bonus of \$500.00

**ADMINISTRATIVE OFFICE STAFF**

	6/1/08	6/1/09	6/1/10	6/1/11
Starting Rate	19.374	19.83	20.15	20.43
After 6 months	19.567	20.03	20.35	20.64
After 12 months	19.765	20.23	20.55	20.85
After 18 months	19.960	20.43	20.76	21.05
After 24 months	20.154	20.63	20.96	21.26
After 30 months	20.350	20.83	21.16	21.46
After 36 months	20.906	21.40	21.74	22.05
	401K			
	1.81	1.86	1.91	1.96
	Western States Pension			
	1.82	1.92	2.02	2.02

The wage increase for June 1, 2009, June 1, 2010 and June 1, 2011 and each year thereafter shall be equal to the percentage increase received by the officers of AWPPW and shall be added to the schedule.

**Longer Term Temporary Employees**

The Employer and Union agree that at such time as a need arises for temporary employees beyond the time limits specified in Article 4, to meet and discuss the terms and conditions for these employees. Wages will be set using a percentage of those found in Schedule A, but in no case shall the starting wage be less than 70% of the start rate. These employees shall also be required to keep and maintain a work permit from the Union.

opeinf1  
all-cio  
contract/awppw.08



Office & Professional Employees International Union, Local 11, AFL-CIO  
3815 Columbia Street Vancouver, WA 98060 Phone: 503-257-6691  
800-547-8902 General Email: opeul11@qwestoffice.net

WS 8000

April 27, 2012

Mr. James L. Hassey, Secretary-Treasurer  
AWPPW  
1430 SW Clay  
Portland, OR 97208-4566

Dear Mr. Hassey:

In accordance with Article 22, of the Collective Bargaining Agreement between the Office & Professional Employees International Union, Local 11 and the Association of Western Pulp and Paper Workers, the membership agrees to extend the terms and conditions of the Agreement which expires on June 30, 2012 for a period of one (1) year. The new expiration date will be May 31, 2013. To ensure consistency with the previous extension, this extension will also include the continuation of the wage formula and wage increases provided by that formula, if any, and increases in the Employer contribution to the 401k.

You may accept this letter as official documentation of the extension. Should you, however, wish to have a countersigned document, please let me know and I will draft one. Also, if you have any questions regarding these matters, please contact me at 360-719-1796.

In Unity,

Redacted by the U.S. Department of the Treasury

Rick D. Wilson  
Union Representative

RDW/snw  
opeul11  
aw-efw  
sent to AWPPW 3/13/12

WS 8000



Office & Professional Employees International Union, Local 11  
1817 S. Broadway, Suite 1000, Portland, Oregon 97208  
Telephone: 503-257-6691  
Fax: 503-257-6692  
E-mail: local11@opewu.org

March 22, 2013

Mr. James Hassey, Secretary-Treasurer  
AWPPW  
1430 SW Clay  
Portland OR 97208-4566

A & I RECEIVED

JUL 02 2015

Dear Mr. Hassey,

In accordance with Article 22, of the Collective Bargaining Agreement between the Office & Professional Employees International Union, Local 11 and the Association of Western Pulp and Paper Workers, the membership agrees to extend the terms and conditions of the Agreement which expires on May 31, 2013 for a period of one (1) year. The new expiration date will be May 31, 2014. To ensure consistency with the previous extension, this extension will also include the continuation of the wage formula and wage increases provided by that formula, if any, and increases in the Employer contribution to the 401k.

You may accept this letter as official documentation of the extension. Should you, however, wish to have a countersigned document, please let me know and I will draft one. Also, if you have any questions regarding these matters, please contact me at 503-257-6691.

Respectfully,

Redacted by the U.S. Department of the Treasury

Rick D. Wilson  
Union Representative

KOW/amt  
opewu11/afi-co  
Certified: 7012 2210 0002 2359 4586



WS 8000



Office & Professional Employees International Union, Local 11, AFL-CIO  
3815 Columbia Street Vancouver, WA 98660 Phone: 503-257-6691  
Vancouver Line: 360-719-1766 800-547-8902  
General Email: opeiul1@opeiul1.comcastbiz.net

May 30, 2014

A & I RECEIVED

JUL 02 2015

Mr. James Hassey, Secretary-Treasurer  
AWPPW  
1430 SW Clay  
Portland OR 97208-4566

Dear Mr. Hassey,

In accordance with Article 22, of the Collective Bargaining Agreement between the Office & Professional Employees International Union, Local 11 and the Association of Western Pulp and Paper Workers, the membership agrees to extend the terms and conditions of the Agreement which expires on May 31, 2014 for a period of one (1) year. The new expiration date will be May 31, 2015. To ensure consistency with the previous extension, this extension will also include the continuation of the wage formula and wage increases provided by that formula, if any, and increases in the Employer contribution to the 401k.

You may accept this letter as official documentation of the extension. Should you, however, wish to have a countersigned document, please let me know and I will draft one. Also, if you have any questions regarding these matters, please contact me at 503-257-6691.

Respectfully,

Redacted by the U.S. Department of the Treasury

Rick D. Wilson  
Union Representative

RDW/dm  
opeiul1/afl-cio

WS 8000



Office & Professional Employees International Union, Local 11, AFL-CIO  
3815 Columbia Street Vancouver, WA 98660  
Vancouver Line: 360-719-1766  
General Email: opeiu11@opeiu11.comcastbiz.net  
Phone: 503-357-6691  
800-847-8902

A & I RECEIVED

JUL 02 2015

April 10, 2015

Mr. James Hassey, Secretary-Treasurer  
AWPPW  
1430 SW Clay  
Portland OR 97208-4566

Dear Mr. Hassey,

In accordance with Article 22, of the Collective Bargaining Agreement between the Office & Professional Employees International Union, Local 11 and the Association of Western Pulp and Paper Workers, the membership agrees to extend the terms and conditions of the Agreement which expires on May 31, 2015 for a period of one (1) year. The new expiration date will be May 31, 2016. To ensure consistency with the previous extension, this extension will also include the continuation of the wage formula and wage increases provided by that formula, if any, and increases in the Employer contribution to the 401k.

You may accept this letter as official documentation of the extension. Should you, however, wish to have a countersigned document, please let me know and I will draft one. Also, if you have any questions regarding these matters, please contact me at 503-257-6691.

Respectfully,

Redacted by the U.S. Department  
of the Treasury

Rick D. Wilson  
Union Representative

RDW/dmt  
opeiu11/afl-cio

MEMORANDUM OF UNDERSTANDING  
between  
ASSOCIATION OF WESTERN PULP AND PAPER WORKERS  
and the  
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION/ LOCAL 11

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

**Employer  
Participation  
Agreement**

11-8000

FEB 7 2011  
2011

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

1. Employer Information.

Name: Association of Western Pulp & Paper Workers  
Contract Person: James Harsey  
Address: PO Box 4566  
City, State & Zip: Portland, OR 97208 - 4566  
Telephone: (503) 228 - 7486

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.

<sup>1</sup> 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): AWPPW.

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

\_\_\_\_\_ 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. Harrey

Title: \_\_\_\_\_

Secretary / Treasurer AWPPW

Date Signed: \_\_\_\_\_

2/4/2011

**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

FEB 0 / 2011

**LABOR AGREEMENT**  
**BETWEEN**  
**PACIFIC NORTHWEST ADMINISTRATIVE DISTRICT COUNCIL OF I.U.B.A.C.**  
**AND THE**  
**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11,**  
**AFL-CIO**

**FOR THE PERIOD**  
**JULY 1, 2014**  
**THROUGH**  
**JUNE 30, 2017**

GPEIU LOCAL 11  
JUL 2 2014  
RECEIVED

## **ARTICLE 15 - NO STRIKE - NO LOCKOUT**

Section 1. It is mutually agreed that there shall be no strikes, lockouts, or other slowdowns or cessation of work by either party on account of any labor differences pending full utilization of the grievance machinery set up; provided, that employees covered by this Agreement shall not be expected to pass through a duly authorized picket line which has been placed by another AFL-CIO Labor Union, nor can any employee be terminated for refusing to cross a duly authorized picket line.

## **ARTICLE 16 - SAVINGS CLAUSE**

Section 1. 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 decree, 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.

## **ARTICLE 17 - SUCCESSOR CLAUSE**

In the event the Employer shall, by merger, consolidation, sale of assets, lease, franchise or by any other means, enter into an agreement with another firm or individual which, in whole or in part, affects the existing appropriate collective bargaining unit, such successor firm or individual shall be bound by each and every provision of this Agreement. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention of any firm or individual with which it seeks to make such agreement as aforementioned.

## **ARTICLE 18 - HEALTH AND WELFARE**

Section 1. The Employer will guarantee that employees will not have to pay additional cost for current benefit coverage of the Medical, Dental and Life Insurance for the duration of this Agreement.

Section 2. The Employer agrees to provide for all employees, covered by this Agreement, the Masonry Industry Trust Administration (MITA) Health and Welfare package which will be for Medical, Dental and Vision for the life of this Agreement.

## **ARTICLE 19 - RETIREMENT PLAN**

Effective July 1, 2014 and for the duration of this Agreement, the Employer agrees to contribute to the Western States 401(k) Retirement Fund of the OPEIU a minimum contribution of fifty cents (\$0.50) per compensable hour, excluding overtime.

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 any amount, such contributions not to change from June to June of any year.

Be it further jointly advised that for long term pension benefits, that 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.

The said Western States 401(k) Retirement Fund of the OPEIU 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.

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.

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 tenth day of the following month. The contributions are to be stated on forms provided by the Retirement Fund.

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

Employer contributions shall commence on the hiring date of 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.

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.

Effective July 1, 2014 and for the duration of this Agreement, the Employer agrees to continue a contribution of two dollars and forty cents (\$2.40) and in addition the surcharge amount listed in the Supplemental Contribution Schedule, per compensable hour, excluding overtime, to 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 forty cents (\$2.40) per compensable hour, excluding overtime, shall be in full force and effect.

## ARTICLE 20. DURATION OF AGREEMENT

This Agreement, entered into this first day of July, 2014 through June 30, 2017 and shall be effective on all work covered hereby as of July 1, 2014, and from year to year thereafter, unless notice is given in writing by the Union, or the Employer, to the other party, not less than sixty (60) days prior to June 30, 2017, or prior to the expiration of any subsequent annual period, of its desire to modify, amend or terminate this Agreement, and in such case, the Agreement shall be opened for modification, amendment or termination, such as the notice may indicate at the expiration of the period within which the notice is given. The parties shall begin negotiations within fifteen (15) days after receipt of this notice.

As agreed this 31<sup>st</sup> day of June, 2014.

PNWADC

Redacted by the U.S. Department of the  
Treasury

David Sheppard  
Director

OFFICE & PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION, LOCAL 11

Redacted by the U.S. Department of the  
Treasury

Michael L. Richards  
Executive Secretary-Treasurer

Redacted by the U.S. Department of the Treasury

Maureen Colvin  
Union Representative

MC/dmt  
open11/atf-cio

Western States Office and  
Professional Employees  
Pension Fund

WS 3000  
Bricklayers  
SAT

Employer  
Participation  
Agreement

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

A&I RECEIVED  
AUG 19 2011

1. Employer Information.

Name: BAC LOCAL #3 WA / ID / MT  
Contract Person: TIM THOMPSON  
Address: 3923 EAST MAIN  
City, State & Zip: SPOKANE, WASHINGTON 99202  
Telephone: 509 327-2774

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.

<sup>1</sup> 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): BAL Local #3 WA/10/10.

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

Redacted by the U.S.  
Department of the Treasury

EMPLOYER SIGNATURE: \_\_\_\_\_

Print Name: \_\_\_\_\_

TIM THOMPSON

Title: \_\_\_\_\_

PRESIDENT

Date Signed: \_\_\_\_\_

8/17/2011

#### 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

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  
AUG 19 2011

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

OPEIU LOCAL 11

APR 13 2016

RECEIVED

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 10<sup>th</sup> 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 31<sup>st</sup> day of March 2016:

### UNITED LABOR UNION ASSOCIATION

Redacted by the U.S. Department of the  
Treasury

Gary Young/Business Manager IBEW Local 48  
ULUA - President

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

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

Redacted by the U.S. Department  
of the Treasury

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

Redacted by the U.S. Department of the  
Treasury

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

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

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

Maureen Colvin /Union Representative  
OPEIU Local 11

Redacted by the U.S. Department of the  
Treasury

Donna Allen/Member  
OPEIU Local 11

Redacted by the U.S. Department  
of the Treasury

Laura Robbins/Member  
OPEIU Local 11

## 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 30<sup>th</sup> day of 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

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

Redacted by the U.S. Department of the  
Treasury

Kevin Jensen/Business Manager Cement Masons Local 555  
ULUA-Negotiating Team

Redacted by the U.S. Department  
of the Treasury

Marklyn Elder/President CWA Local 7901  
ULUA-Negotiating Team

Redacted by the U.S. Department of  
the Treasury

Kevin Jensen/Business Manager Ironworkers Local 29  
ULUA-Negotiating Team

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

Maureen Bower/Union Representative  
OPEIU Local 11

Redacted by the U.S.  
Department of the  
Treasury

Sharon Allen/Member  
Local 11

Redacted by the U.S. Department  
of the Treasury

Lara Gustafson/Member  
Local 11

RECEIVED

2011



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

WS2060  
11-2060

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name: Bakers Union Local 114  
Contract Person: Terry Lansing  
Address: 7931 NE Halsey St., Suite 205  
City, State & Zip: Portland, OR 97213  
Telephone: 503-256-1177

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.

FEB 11 2011

<sup>1</sup> 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): \_\_\_\_\_.

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:

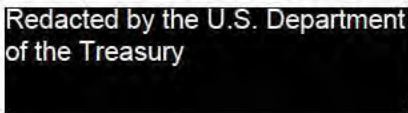
a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

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.**

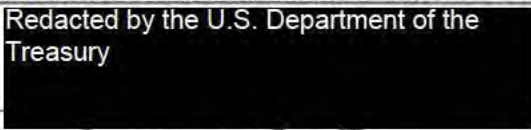
- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

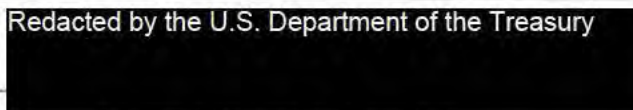
#### APPROVAL OF PARTICIPATION AGREEMENT

##### APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:  \_\_\_\_\_  
Print Name: Terry W. Lansing  
Title: Secretary Treasurer  
Date Signed: 2/10/11

##### APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

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

FEB 11 2011



WS 4070

Entered  
9/10/11

STU WL

**AGREEMENT**

between

**BAKERS UNION, LOCAL 125**

and

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

**November 1, 2010 – October 31, 2013**





**ARTICLE 11. CLASSIFICATIONS AND MINIMUM WAGE SCALES - continued**

- (i) 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 & Professional Employees Pension Fund, for the account of each eligible employee working under this Agreement, effective 11/01/10 the hourly rate of Two Dollars and twenty cents (\$2.20).

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

Effective 11/10/11 contract opens for Pension.

- (b) For all employees hired after November 1, 1999:

The Employer agrees to contribute into a Trust Fund known as the Western States Office & Professional Employees Pension Fund for the account of each eligible employee working under this Agreement, the following hourly rates:

Effective 11/1/99 or upon a new employees hire date	\$1.95
Then on the one (1) year anniversary of any new hire*	\$2.00

\* To increase ONLY if the Employer has hired a regular full or part-time employee after 11/1/99

- (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.
- (c) Upon an employee's written request, the Employer shall deduct and forward voluntary employee contributions from an employee's payroll to a qualified OPEIU 401(k) Plan.
- (d) Members of the Union may elect to further increase the pension contribution by diverting from the wage increase in any year of this Agreement.

### ARTICLE 32. 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 and benefits of the employees covered by this Agreement.

### ARTICLE 33. 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 34. DURATION OF AGREEMENT, PROVISIONS FOR AMENDMENT

This Agreement, together with all provisions herein set forth, shall continue in full force and effect retroactively from November 1, 2010 through October 31, 2013, and shall continue in full force and effect thereafter from year to year unless either party has served the other party with 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.

#### **BAKERS UNION, LOCAL 125**

Redacted by the U.S. Department of the Treasury

By:

Donna Scarano,  
Financial Secretary-Treasurer

Date: 10-29-10

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

Redacted by the U.S. Department of the Treasury

By:

Tamara R. Rubyn  
President/Business Manager

Date: 11/1/10

Redacted by the U.S.  
Department of the Treasury

By:

Terry Keller  
Business Representative

Date: 11-1-10

TK/lm(bak25410)  
cwa:9415/afl-cio

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

**FEB 14 2011**

**Employer  
Participation  
Agreement**

WS  
4070

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

1. Employer Information.

Name: Bakery, Confectionery, Tobacco Workers and Grain  
Millers International Union Local 125  
Contract Person: Donna Scarano  
Address: 14144 Doolittle Drive  
City, State & Zip: San Leandro, CA 94577  
Telephone: 510-357-3201

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)):

- ☒ 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.

<sup>1</sup> 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

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

*DONNA SCARANO*  
*Secretary Treasurer*  
*2-9-11*

##### 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

NOV 16 2011

CO-CHAIR SIGNATURE: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Redacted by the U.S. Department of the Treasury

Michael Parmelee, Co-Chair

NOV 16 2011



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

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**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

Redacted by the U.S. Department of the  
Treasury

By \_\_\_\_\_

Suzanne Mode  
Business Manager

Redacted by the U.S. Department of the  
Treasury

By \_\_\_\_\_

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

FOR THE MASTER TRADE SECTION

Redacted by the U.S. Department of the  
Treasury

By \_\_\_\_\_

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

By \_\_\_\_\_

Employer



WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

ADMISSIONS - NEW EMPLOYERS

NAME Bakery & Confectionery Workers #9 LOCAL UNION NO. \_\_\_\_\_  
ADDRESS 134 Labor Temple  
2800 First Avenue EMPLOYER NO. \_\_\_\_\_  
Seattle, Wa. 98121

Total Employees 2  
Contribution Rate 25¢ Per hour Effective 4/75

Numerator \$ \_\_\_\_\_ Action of Admissions Committee:  
Denominator \$ \_\_\_\_\_ Approved / /  
Net \_\_\_\_\_ Disapproved / /  
K Factor \_\_\_\_\_

Notes & Instructions \_\_\_\_\_

---

Acknowledgement of Inquiry	<u>/ /</u>	Employer Roster	[ ]
K Factor Requested	<u>/ /</u>	Ledger	[ ]
K Factor Received	<u>/ /</u>	File Folder	[ ]
Union Notified of Action	<u>/ /</u>		
Employer Notified of Acceptance	<u>/ /</u>		
Subscriber Agreement Received	<u>/ /</u>		
Contract Received	<u>/ /</u>		

# Office & Professional Employees Local No. 8



P.O. BOX 9267 • SEATTLE, WASHINGTON 98109 • 682-9220

January 5, 1976

RECEIVED JAN 7 1975

Mr. Harold Gallagher  
c/o Charles R. Weidner Co., Inc.  
77 Jack London Square  
Oakland, California 94607

Dear Bud:

Enclosed you will find a copy of the existing Labor Agreement between Local 8 and the Bakery and Confectionery Workers Local Union 9. In addition, you find the actuarial data for Local 8 members employed in this office.

This information was omitted by mistake in the original submittal for acceptance last year.

Please make every effort to see that this group is able to participate. The Employer is a member of the Trade Section Employers Association.

Sincerely,

OFFICE AND PROFESSIONAL EMPLOYEES  
LOCAL NO. 8

Redacted by the U.S. Department of  
the Treasury

Don E. Olson, Jr.  
Business Representative

DEO:sh  
Enclosures

CERTIFIED MAIL #719940

opeiu#23afl-cio

RECEIVED JAN 7 1975

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 31<sup>st</sup> 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

## 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 62<sup>nd</sup> 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 134<sup>th</sup> 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 13<sup>th</sup> 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*

INTERNATIONAL LONGSHORE AND WAREHOUSE UNION (ILWU),  
COAST LONGSHORE DIVISION, WS 8274  
ILWU-PMA BENEFIT PLANS, WS 0594  
ILWU LOCAL 10, WS 0597  
ILWU LOCAL 34, WS 0599

THE INTERNATIONAL TRANSPORT WORKERS' FEDERATION,  
NORTH AMERICA (ITF), and  
BAY AREA LONGSHOREMEN'S MEMORIAL ASSOCIATION

*And*

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

November 1, 2010 – October 31, 2015



A & I RECEIVED

**ARTICLE XVIII. RETIREES' HEALTH AND WELFARE PLAN -**  
continued

be made only if the retired employee and/or qualified eligible dependents submit satisfactory evidence of enrollment in Medicare Part B.

Section 4. Effective January 1, 1998, the Employer shall pay for Health Plan coverage for dependents of eligible retired employees under this Agreement.

**ARTICLE XIX. LONG AND SHORT TERM DISABILITY**

Section 1. Full-time employees working under this Agreement shall be provided with a Long-Term Disability (LTD) Program effective November 1, 1992 and a Short Term Disability (STD) effective January 1, 2004.

Section 2. LTD benefits shall be integrated with any California State Disability Insurance benefits and Workers' Compensation benefits to which the employee is entitled.

Section 3. An employee who has accrued sick leave when LTD benefits commence may integrate his/her sick leave and LTD benefits, provided that the employee's combined sick leave and LTD benefits shall not exceed one hundred percent (100%) of the wages upon which his/her LTD benefits are based.

**ARTICLE XX. 401(k) PLAN**

The Employers agree to maintain a 401(k) plan for each employee working under this Agreement. Employees may make pre-tax contributions to such plan up to the maximum amount permitted under IRS regulations. Effective January 1, 2008 the Employer shall contribute One-Dollar (\$1.00) per straight-time hour worked, including vacation pay, sick pay and holiday pay, on behalf of each eligible employee who has been employed for at least one (1) year up to a maximum of 1,820 hours.

**ARTICLE XXI. PENSION PLAN**

Effective November 1, 2010, the Employer agrees to contribute into the Western States Pension Plan Trust Fund for the account of each employee working under this Agreement, the sum of Four Dollars and Five cents (\$4.05) per hour paid.

Effective November 1, 2010, hours paid, the Employer agrees to contribute on behalf of each 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.



## ARTICLE XXVIII. TERM OF THE AGREEMENT

The term of this Agreement shall be from November 1, 2010 to and including October 31, 2015, and shall be deemed renewed thereafter from year to year unless either party gives written notice not later than July 31, 2015 (or ninety [90] days prior notice).

### INTERNATIONAL LONGSHORE & WAREHOUSE UNION

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

Redacted by the U.S. Department of the  
Treasury

By: \_\_\_\_\_  
William E. Adams  
Secretary-Treasurer

By: \_\_\_\_\_  
Tamara R. Rubyn  
President/Business Manager

Date: 3-6-12

Date: \_\_\_\_\_

**COAST LONGSHORE DIVISION**  
Redacted by the U.S. Department of the  
Treasury

By: \_\_\_\_\_  
Leal Sundet  
Coast Committeeman

By: \_\_\_\_\_  
Terry Keller  
Business Representative

Date: 3/6/2012

Date: \_\_\_\_\_

### ILWU-PMA BENEFIT PLANS

By: \_\_\_\_\_  
Ray Ortiz Jr.  
Trustee

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Wechsler  
Trustee

Date: \_\_\_\_\_

**WESTERN STATES OFFICE & PROFESSIONAL  
EMPLOYEES PENSION FUND**

**EMPLOYER APPLICATION AND PARTICIPATION AGREEMENT**

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 PARTICIPATING EMPLOYER OF THE WESTERN STATES OFFICE & PROFESSIONAL EMPLOYEES PENSION FUND.

In support of this application the undersigned applicant represents to the Board that:

1. Applicant's employees are in bargaining unit(s) represented by Local 29 of the Office and Professional Employees International Union.
2. Applicant now has 1 employees eligible to participate in the pension plan. (Partners, proprietors and nonbargaining unit employees are not eligible to participate in the pension plan under this agreement. If they wish to participate they must make separate application to the Board of Trustees and, if approved, sign a separate agreement).
3. Applicant will distribute to its employees all documents, which are required to be distributed by law, to the plan participants and/or plan beneficiaries.

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

1. Applicant acknowledges that it has received a copy of the Western States Office & Professional Employees Pension Plan and Trust Agreement and is familiar with the terms of the plan. The parties hereby adopt and incorporate as part of this agreement, the plan and trust, as they have been, or will be, amended.
2. Applicant agrees to make contributions at the rate now in effect, or as subsequently amended by the collective bargaining agreement, and to comply with, and be bound by, all of the terms and provisions of the Western States Office & Professional Employees Pension Plan and Trust as they now exist or as they may be amended (during applicant's participation in the Fund).
3. The effective date of applicant's participation is: 3-16-06. Applicant shall contribute to the trust from the date of execution of this participation agreement.

RECEIVED  
MAR 27 2006

4. Upon approval by the Board of Trustees, this application and participation agreement shall be deemed accepted and binding without further act of applicant and applicant shall be admitted as a participating employer of the Fund as of the effective date. If the Board of Trustees shall not accept applicant as a participating employer, all contributions to the plan made by applicant shall be returned to applicant.

DATED: March 31, 2006.

Redacted by the U.S. Department  
of the Treasury

(Applicant)

Redacted by the U.S. Department of the  
Treasury

By

Title: OBENT Local 29 Business Rep

Address: 80 JOURNAL WY., Suite 333  
OAKLAND, CA 94621

APPROVED AND ACCEPTED by Board of Trustees and/or Trust Fund Office on \_\_\_\_\_,  
20\_\_\_\_.

By: \_\_\_\_\_  
(Board Chairman)

By: \_\_\_\_\_  
(Board Secretary)

OR,

By: \_\_\_\_\_  
(Plan Manager for Trust Office)



ws 8264

SIDE-LETTER OF AGREEMENT

O.P.E.I.U. LOCAL 29  
DATE REC'D  
MAR 13 2006

*Between*

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

*And*

BAY AREA LONGSHOREMEN'S MEMORIAL ASSOCIATION

This Side letter is to introduce a new Signatory to this Agreement.

Effective March 13, 2006 Bay Area Longshoremen's Memorial Association (BALMA) shall be covered under the ILWU Master Agreement.

1. Redacted by the U.S. Department of the Treasury will become a member of OPEIU Local 29 under the ILWU Master Agreement.
2. Redacted will be subject to all terms, conditions, and benefits of the Collective Bargaining Agreement.
3. Redacted will work a Thirty Five Hour work week. "4-DAY" WEEK
4. Redacted title will be One Person Office Rate, BALMA, as defined under the Collective Bargaining Agreement.
5. Redacted salary shall be at the Contractual rate that is effective as of November 1, 2005.

BAT AREA LONGSHOREMEN'S  
MEMORIAL ASSOCIATION

Redacted by the U.S. Department  
of the Treasury

By: \_\_\_\_\_  
Frank Cresci  
President

Date: 3-9-06  
Redacted by the U.S. Department of  
the Treasury

By: \_\_\_\_\_  
Michael Villeggante  
Treasurer

Date: 3-8-06

OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 29

Redacted by the U.S.  
Department of the Treasury

By: \_\_\_\_\_  
Terry Keller  
Business Representative

Date: 3-13-06

TK/lh(ILWU/sideletter for balma)  
cwa:9415/afl-cio

RECEIVED  
MAR 27 2006



WS 8274

ILWA  
MASTER

Article XXI Pension Plan

Add a new paragraph to read:

Effective with the November 2010 hours paid, the Employer agrees to contribute on behalf of each employee the percentage amount listed in the Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the Supplemental 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 XXI.

Tentative Agreement 10/6/2010

Redacted by the U.S. Department of the  
Treasury

Redacted by the U.S.  
Department of the Treasury

Leal Sundet (for the employers)

Terry Keller (for the Union)

WS 0664

# AGREEMENT

*Between*

**BERKELEY FARMS  
(DEAN FOODS, INC.)**

*And*

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

**JANUARY 1, 2016**

*Through And Including*

**DECEMBER 31, 2018**



## SECTION 12. PENSION PLAN

Effective 1/1/2013, the Employer shall pay to the Trustees of the Western States Office & Professional Employees Pension Fund the amount of two dollars and twelve cents (\$2.12) per hour for each straight hour worked by each eligible employee covered by and included within the bargaining unit set forth in this Agreement. Effective January 1, 2013, hours paid, the Employer agrees to contribute on behalf of each employee the surcharge amount listed in the Supplemental Contribution Schedule provided by the Trustees of Western States Office and Professional Employees Pension Fund.

**Eligible Employee:** Completion of eighty (80) hours within the month shall qualify an employee for coverage during the following month provided the employee is on the payroll of the Employer on the first day of such month.

Payments are to be transmitted to the Trustees of the Western States Office & Professional Employees Pension Fund by the Employer in the manner and as directed by the Trustees of the Fund.

For the purpose of this Agreement, all paid time shall be counted as time worked, but no payment shall be made on overtime hours.

It is mutually understood that all of the Employer contributions, as provided herein, shall be deductible from gross income under Section 404 of the Internal Revenue Code.

## SECTION 13. HEALTH AND WELFARE

A. The Employer agrees to become and to remain a party to the Office & Professional Employees Welfare Fund.

B. The Employer agrees to contribute for each eligible employee an amount as determined by the Trustees of the Fund, to pay for the entire cost of the Local 29 "Dual Choice Plan" (an Insured Plan or Kaiser Health Plan) for each employee and their dependents subject to the maximum contributions itemized below.

C. The Employer agrees to pay the premium on each employee and dependents for Kaiser 328 plan or Blue Shield Health Care plan, Dental Plan without orthodontia, Prescription Drug, Vision Care, \$20,000 Life Insurance and Accidental Death and Disability for the employee.

Effective January 1, 2016, the Employee's monthly contribution will remain at five hundred dollars and five cents (\$504.05) per month.

Effective January 1, 2017, the Company will pay seventy five percent (75%) of any Health and Welfare premium increase. The Employee will contribute twenty five percent (25%) of any Health and Welfare premium increase.

Effective January 1, 2018, the Company will pay seventy five percent (75%) of any Health and Welfare premium increase. The Employee will contribute twenty five percent (25%) of any Health and Welfare premium increase.



**SECTION 31. TERM OF AGREEMENT**

*continued*

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this \_\_\_\_ day of \_\_\_\_\_ 2016.

**BERKELEY FARMS, INC./  
DEAN FOODS, INC.**

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

Redacted by the U.S. Department  
of the Treasury

By: \_\_\_\_\_

Dennis Slipakoff  
Director, Labor Relations

Date: \_\_\_\_\_

2/19/16

Redacted by the U.S. Department of the  
Treasury

By: \_\_\_\_\_

Tamara R. Rubyn  
President/Business Manager

Date: \_\_\_\_\_

3/2/16

TR/lm(BFarms2016)  
cwa:9415/af-cio



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

WS 0664

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name: Berkeley Farms, LLC  
Contract Person: Gennifer Tate  
Address: 25500 Clawiter Road  
City, State & Zip: Hayward, CA 94545  
Telephone: 510-2105-8665

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)):

- ☒ 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.

<sup>1</sup> 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): Limited Liability Corp.

*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): Berkeley Farms, LLC

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

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

16 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.**

A&I RECEIVED  
AUG 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:

Shane M. Keith

Title:

VP Labor + Ec Relations

Date Signed:

08-19-11

#### 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 REC  
AUG 26

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 1<sup>st</sup> 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 (30<sup>th</sup>) 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 (30<sup>th</sup>) 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**

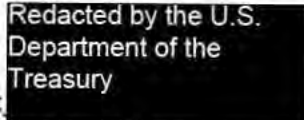
This Agreement, together with all provisions herein set forth, shall continue in full force and effect from July 1, 2014 through June 30, 2016 and shall continue in full force and effect thereafter from year to year unless either party has served the other party written notice of its desire to change 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.



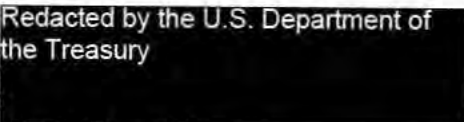
**FOR THE EMPLOYER:**

**ALAMEDA BUILDING & CONST.  
TRADES COUNCIL**

By:   
Andreas Cluver  
Secretary-Treasurer

Date: 2/23/16

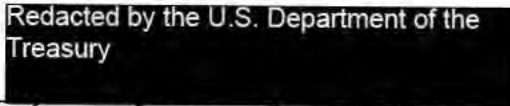
**ALAMEDA LABOR COUNCIL,  
AFL-CIO**

By:   
Josie Camacho  
Executive Secretary-Treasurer

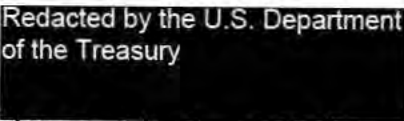
Date: 2/27/16

**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* *16*

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*

**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*

Redacted by the U.S. Department of the  
Treasury

By:

José Camacho,  
Executive Secretary-Treasurer  
Alameda Labor Council

Date:

*6/27/16*

/im(AlamedaMaster/AlamedaMasterExtAgmt06232016)  
cwa:9415/afl-cio

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

WS 0173

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name: Building Trades Council of Alameda County  
Contract Person: Ophelia Phifer  
Address: 8400 Enterprise Way #205  
City, State & Zip: Oakland, CA 94621  
Telephone: 510-430-8664

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)):

- ☒ 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.

<sup>1</sup> 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

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

*Andrea Cluver*  
*Secretary-Treasurer*

##### 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*



W50913

# 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 11, 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

PCS/Int/Reliab/Adup(2013)AlamedaMasterERs/cwa9415/afl-cio

7877 Oakport Street | Suite 480 | Oakland, California 94621 | Phone (510) 746-5980 | Fax (510) 746-5977 | www.opew29.org

# **COLLECTIVE BARGAINING AGREEMENT**

by and between

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

and

**BUILDING TRADE UNION OFFICES**

International Association of Heat and Frost  
Insulators and Asbestos Workers, Local 28

International Union of Elevator  
Constructors, Local 25

Colorado Building and Construction Trades  
Council

International Brotherhood of  
Boilermakers, Local 101

Operating Engineers JATC



May 1, 2014  
to and including  
April 30, 2017

<u>Effective</u>	<u>5/1/14</u>	<u>5/1/15</u>	<u>5/1/16</u>
Classification:			
Extra Worker (Wages set at 80% of Secretary I classification)	\$18.82	\$19.32	\$19.82
Secretary I (File clerk, receptionist, typing & data entry)	\$23.41	\$23.91	\$24.41
Secretary II Office Secretary/Bookkeeper/ Computer Operator	\$24.41	\$24.91	\$25.41
Legislative/Political Director/Office Manager	\$33.95	\$33.95	\$33.95

**19.2** Newly hired employees will be paid at least 80% of the appropriate rate for the first six months, and at least 90% of the appropriate rate for the second six months. After twelve months of employment, employees will be paid 100% of the appropriate minimum hourly rate specified above.

**19.3** 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 six percent (6%) premium pay at the signing of this agreement shall continue to receive the premium pay.

## **ARTICLE 20 – PENSION**

**20.1** Effective May 1, 2011 the Employer agrees to contribute to the Western States Office and Professional Employees Pension Fund, a contribution on behalf of each employee in the amount of one dollar and seventy-five cents (\$1.75) per hours paid. The employee may elect to put any amount of the 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) days probationary period. The contributions for probationary employees shall start on the first of the month following the thirty (30) days probationary 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. If an employee is on sick leave or personal leave or absence in excess of forty-five (45) working days, the Employer will not

- be required to pay into the fund, after the first forty-five (45) working days, until the employee returns to work.
- 20.4** 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.
- 20.5** The Employer agrees to allow the employees to participate in the Office and Professional Employees International Union Local #5 Savings Plan and Trust (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 set by the Internal Revenue Service from their yearly gross salary to this plan. FICA taxes will be withheld, but these contributions will not be subject to Federal or State taxes. The employee shall bear any administrative fees.
- 20.6** Effective with the May, 2011 hours paid, the Employer agrees to adopt the Pension Rehabilitation Plan and to contribute on behalf of each employee the contribution amount listed in the Updated Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension 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.

## **ARTICLE 21 – TECHNOLOGICAL CHANGES**

- 21.1** In the event the Employer should decide to make any technological or labor saving changes of any kind, including but not limited to the introduction of data processing equipment, computers, or automated equipment of any sort, the Employer agrees to meet with the Union to discuss the effects of such changes. It is mutually agreed that present employees shall be given first consideration for any new or changed position before any persons outside the bargaining unit are hired to fill the resultant jobs, provided existing employees have the ability to satisfactorily perform the work. In the event training is necessary for employees to qualify for such positions, the Employer will provide adequate training to all affected employees at the time the technology is implemented.

## **ARTICLE 22 – GRIEVANCE AND ARBITRATION**

- 22.1** All grievances shall be handled in the following manner:

**STEP ONE:** (oral) A grievance may be filed no later than ten (10) working days after the grievance first becomes known, or should have become known. The grievance must be presented by the Union of the aggrieved employee to the



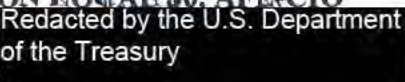
## ARTICLE 25 – TERM OF AGREEMENT

**25.1** This Agreement shall be in full force and effect from the first (1st) day of May, 2014, to and including the thirtieth (30<sup>th</sup>) day of April 2017, 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 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 seventy-five (75) days prior to the expiration 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.

For the Union:

**OFFICE & PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION LOCAL 80, AFL-CIO**

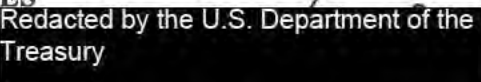
By:  Redacted by the U.S. Department of the Treasury

Title: Executive Director/CFO

Date: \_\_\_\_\_

For the Employers:

**COLORADO BUILDING AND  
CONSTRUCTION TRADES UNION  
OFFICES**

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

Title: Business Manager

Date: 7-22-14

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

MAR 28 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")<sup>1</sup> for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: Boilermakers Local #101 (WS0283)  
Contract Person: Timothy A. Ruth  
Address: 3890 Elm Street  
City, State & Zip: Denver, CO 80207  
Telephone: 303-477-1045

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.

<sup>1</sup> 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): International Brotherhood of Boilermakers

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

Redacted by the U.S. Department  
of the Treasury

EMPLOYER SIGNATURE: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Timothy A. Ruth  
Business Manager  
March 24, 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

NOV 16 2011

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Michael Parmelee, Co-Chair

NOV 16 2011



WS 8247

LABOR AGREEMENT

BETWEEN

BOILERMAKERS LOCAL #242  
SPOKANE, WASHINGTON

AND THE

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

FOR THE PERIOD

JULY 1, 2003

THROUGH

JUNE 30, 2006

## ARTICLE XVIII. HEALTH AND WELFARE

The Employer will guarantee that employees will not have to pay additional costs for current benefit coverage of the Medical, and Dental for the duration of this Agreement.

## ARTICLE XIX. RETIREMENT

The Employer agrees to continue contributing to the Western States Office and Professional Employees Pension for compensable hours, except on overtime hours.

For the years 2003, 2004 and 2005 the increase will be determined by the Western States Articles of Agreement between the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO and the Signatory Contractors. The total contribution to the Western States Office and Professional Employees pension may not exceed the equivalent of 25% of the employee's wages.

During the life of this Agreement, all participants may elect to self-contribute to the Western States 401(k) Retirement Fund of the Office & Professional Employees International Union, Local #11 in any amount. Such contributions not to change from June to June of any year.

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.

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.

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.

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 tenth (10th) day of the following month. The contributions are to be stated on forms provided by the Retirement Fund.

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.

Employer contributions shall commence on the hiring date of 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.

This shall not effect present comparable Retirement Plans which have been approved by the Trustees of the Office & Professional Employees International Union, Local #11 Retirement Plan.

## ARTICLE XX. TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from July 1, 2003 through June 30, 2006, and shall be effective on all work covered hereby as of July 1, 2003, and from year to year thereafter, unless notice is given in writing by the Union or the Employer, to the other party, not less than sixty (60) days prior to June 30, 2006, or prior to the expiration of any subsequent annual period, of its desire to modify, amend or terminate this Agreement, and in such case, the Agreement shall be opened for modification, amendment or termination, such as the notice may indicate at the expiration of the period within which the notice is given. The parties shall begin negotiations within fifteen (15) days after receipt of this notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with Schedule "A" as set forth.

Date Signed: 7/7/03

BOILERMAKERS LOCAL #242

Date Signed: 7-11-03

OFFICE & PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION, LOCAL #11

Redacted by the U.S. Department of the  
Treasury

Marlin McCurdy  
Business Manager

Redacted by the U.S. Department of  
the Treasury

Debbie Sluyter,  
Secretary-Treasurer, (CEO)

Redacted by the U.S.  
Department of the Treasury

Patrick Philpott  
Union Representative

DS/PP:jst  
opeiu #11  
afi-cio  
boll242.02

Western States Office and  
Professional Employees  
Pension Fund

FEB 25 2011

Employer  
Participation  
Agreement

11-8247

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

1. Employer Information.

Name: Boilermakers Local #242  
Contract Person: Mark Keffeler- Business Manager for #242  
Address: 6404 N. Pittsburg  
City, State & Zip: Spokane, WA 99217  
Telephone: 509 489 1891

2. Local Information.

Employer has a collective bargaining agreement with Local Union 242 (*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.

<sup>1</sup> 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): Trade 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): Boilermakers Local Lodge #242

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

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

2 (two) 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.**

FEB 25 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 Keffeler

Title: Business Manager

Date Signed: 2/24/2011

##### 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

FEB 25 2011



Office & Professional Employees International Union, Local 11, AFL-CIO  
3815 Columbia Street Vancouver, WA 98660 Phone: 503-257-6691  
Vancouver Line: 360-719-1766 800-547-8902  
General Email: opeiul1@opeiul1.comcastbiz.net

May 1, 2016

Mr. Mark Keffeler  
Business Manager/Secretary-Treasurer  
Boilermakers, Local 242  
N 6404 Pittsburg  
Spokane, WA 97217

Dear Mr. Keffeler:

This is formal notification that our members wish to extend the existing contract between the **Boilermakers, Local 242** and the Office & Professional Employees International Union, Local 11 in its entirety for a period of one (1) year. This is in accordance with the provisions of the current Collective Bargaining Agreement and applicable laws.

Please note that the new termination for this Agreement will be June 30, 2017.  
If you have any questions, please contact our office.

Sincerely,

Redacted by the U.S. Department of  
the Treasury

Matthew E. DeVore  
Union Representative

MED/dmt  
opeiu 11/ afl-cio

WS 8247



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

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

May 1, 2015

A&I RECEIVED  
JUL 02 2015

Mr. Mark Keffeler  
Business Manager/Secretary-Treasurer  
Boilermakers, Local 242  
N 6404 Pittsburg  
Spokane, WA 97217

Dear Mr. Keffeler:

This is formal notification that our members wish to extend the existing contract between the **Boilermakers, Local 242** and the Office & Professional Employees International Union, Local 11 in its entirety for a period of one (1) year. This is in accordance with the provisions of the current Collective Bargaining Agreement and applicable laws.

Please note that the new termination for this Agreement will be June 30, 2016.  
If you have any questions, please contact our office.

Sincerely,

Redacted by the U.S. Department of the  
Treasury

Matthew E. DeVore  
Union Representative

MED/dmt  
opeiu 11/ afl-cio



WS 8247



Office & Professional Employees International Union, Local 11, AFL-CIO  
3815 Columbia Street Vancouver, WA 98660 Phone: 503-257-8601  
Vancouver Line: 360-719-1766 800-547-8907  
General Email: [opeiu11@opeiu11.comcastbiz.net](mailto:opeiu11@opeiu11.comcastbiz.net)

**A&I RECEIVED**

**JUL 06 2015**

May 5, 2014

Mr. Mark Keffeler  
Business Manager/Secretary-Treasurer  
Boilermakers, Local 242  
N 6404 Pittsburg  
Spokane, WA 99217

Dear Mr. Keffeler:

This is formal notification that our members wish to extend the existing contract between Boilermakers, Local 242 and the Office & Professional Employees International Union, Local 11 in its entirety including addendums, appendices and letters of understanding, for a period of one (1) year.

This is in accordance with the provisions of the current Collective Bargaining Agreement and applicable laws.

Please note that the new termination for this Agreement will be June 30, 2015.

If you have any questions, please contact our office.

Sincerely,

Redacted by the U.S. Department of  
the Treasury

Maureen M. Colvin  
Union Representative

MMC/dmt  
opeiu11@afl-cio

A & I RECEIVED ✓



Office & Professional Employees International Union, Local 11, AFL-CIO  
3815 Columbia Street  
Vancouver, WA 98660  
Phone: 503-257-6691 or 800-547-8902  
General Email: [opelu11@qwestoffice.net](mailto:opelu11@qwestoffice.net)

WS 8247

June 25, 2012

Mr. Mark Keffeler  
Business Manager/Secretary-Treasurer  
Boilermakers, Local 242  
N 6404 Pittsburg  
Spokane, WA 99217

Dear Mr. Keffeler:

This is formal notification that our members wish to extend the existing contract between the Boilermakers, Local 242 and the Office & Professional Employees International Union, Local 11 in its entirety for a period of one (1) year. This is in accordance with the provisions of the current Collective Bargaining Agreement and applicable laws.

Please note that the new termination for this Agreement will be June 30, 2013. If you have any questions, please contact our office.

Sincerely,

Redacted by the U.S. Department of the Treasury

Maureen M Colvin  
Union Representative

MMClg  
opelu 11  
af-cio  
Letter to getrad



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

April 25, 2011

Mr. Mark Keffeler  
Business Manager/Secretary-Treasurer  
Boilermakers, Local 242  
N 6404 Pittsburg  
Spokane WA 99217

Dear Mr. Keffeler:

This is formal notification that our members employed at the **Boilermakers Local 242** wish to extend the existing Agreement in its entirety for a period of one (1) year. This is in accordance with the provisions of the current collective bargaining agreement.

Please note that the new termination for this Agreement will be May 31, 2012. If you have any questions, please contact our Union Representative, Maureen Bower.

Sincerely,

Redacted by the U.S. Department of the  
Treasury

Michael L. Richards  
Executive Secretary-Treasurer

MLR/hg  
opeiu 11  
afl-cio

A & I RECEIVED

✓

WS 8247

MEMORANDUM OF UNDERSTANDING

between

BOILERMAKERS LOCAL 242

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

This Memorandum of Understanding is entered into between the Boilermakers, Local 242 and the Office & Professional Employees International Union, Local 11 and specifically shall be in accordance with Article XIX within the Collective Bargaining Agreement.

It is mutually agreed by all parties that the Employer agrees to continue a contribution of five dollars and ninety-three cents (\$5.93) 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 five dollars and ninety-three cents (\$5.93) per compensable hour shall be in full force and effect.

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

Agreed to on this 29 of June 2012.

Redacted by the U.S.  
Department of the Treasury

Mark Kettler/Business Manager Secretary-Treasurer  
Boilermakers Local 242

Redacted by the U.S. Department of the  
Treasury

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

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Maureen Colvin/Union Representative  
OPEIU Local 11

KJC/bg  
upad11  
all-ent  
2012 Boilermakers 242 MOU for WSOP





OFFICE & PROFESSIONAL EMPLOYEES

INTERNATIONAL UNION AFL-CIO . . . . . Local 11

7931 N.E. HALSEY-SUITE 103 • PORTLAND, OREGON 97213 • PORTLAND (503) 257-6691  
VANCOUVER (360) 892-1370 • TOLL FREE 1-800-547-8902 • FAX (503) 253-3277  
E-MAIL: [opeiu11@qwest.net](mailto:opeiu11@qwest.net) • WEB SITE: [www.opeiu11.org](http://www.opeiu11.org)

May 14, 2009

Mr. Dave Imus, Business Manager  
Boilermakers Local 242  
N 6404 Pittsburg  
Spokane, WA 99217

Dear Mr. Imus:

This is formal notification that our members employed at wish to extend the existing agreement between the Boilermakers Local 242 and the Office & Professional Employees International Union, Local 11, AFL-CIO for a period of one (1) year. This is in accordance with the provisions of the current collective bargaining agreement.

Please note that the new termination for this Agreement will be **June 30, 2010**. If you have any questions, please contact our Union Representative, Maureen Colvin at 503-257-6691.

Sincerely,

Redacted by the U.S. Department of the Treasury

Michael L. Richards  
Executive Secretary-Treasurer

MLR/hg  
opeiu 11  
afl-cio  
cc: Mary Kopplin  
Lisa Brown  
Maureen M Colvin



OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION AFL-CIO . . . . . Local 11

7931 N.E. HALSEY-SUITE 103 • PORTLAND, OREGON 97213 • PORTLAND (503) 257-6691  
VANCOUVER (360) 892-1370 • TOLL FREE 1-800-547-8902 • FAX (503) 253-3277  
E-MAIL: opeiu11@qwest.net • WEB SITE: www.opeiu11.org

April 10, 2008

Mr. David Imus, Business Manager  
Boilermakers, Local 242  
6404 N Pittsburg  
Spokane, WA 99217

Dear Mr. Imus,

For your records, please be advised the Collective Bargaining Agreement between the Boilermakers, Local 242 and the OPEIU Local 11 has automatically renewed in accordance with Article XX. The new expiration date of that Agreement will be June 30, 2009.

Sincerely,

Redacted by the U.S. Department of the  
Treasury

Maureen Hicks  
Union Representative

MMH/hg  
opeiu11  
afl-cio

**Memorandum of Understanding**  
Between the  
**Boilermakers Local 242**  
and the  
**Office & Professional Employees International Union, Local 11**

It is mutually agreed that Article XIX Retirement of this Agreement shall be amended and in full force until this agreement is re-negotiated to read as follows:

The Employer agrees to continue contributing to the Western States Office & Professional Employees Pension Fund for compensable hours, except on overtime hours.

For the years 2003, 2004 and 2005 the increase will be determined by the Western States Articles of Agreement between the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO and the Signatory Contractors. The total contribution to the Western States Office and Professional Employees Pension may not exceed the equivalent of 25% of the highest wage employee covered under this bargaining agreement.

All other provisions within in Article XIX Retirement shall remain in full force and subject to bargaining.

Date: 3 / 5, 2008.

Redacted by the U.S.  
Department of the Treasury

**David Imus**  
**Business Manager**  
**Boilermakers Local 242**

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Treasury

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

Redacted by the U.S. Department of the Treasury

**Maureen Hicks**  
**Union Representative**  
**OPEIU Local 11**

MLR/MMH/hg  
opeiu11  
afl-cio  
3/4/08  
mou boilermkrs242 wsp.doc



OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION AFL-CIO . . . . . Local 11  
7931 N.E. HALSEY-SUITE 103 • PORTLAND, OREGON 97213 • PORTLAND (503) 257-6691  
VANCOUVER (360) 892-1370 • TOLL FREE 1-800-547-8902 • FAX (503) 253-3277  
E-MAIL: opeiu11@qwest.net • WEB SITE: www.opeiu11.org

March 29, 2007

Mr. David Imus, Business Mgr.  
Boilermakers Local 242  
6404 N Pittsburg  
Spokane, WA 99217

Dear Mr. Imus,

Please be advised that OPEIU Local 11 will extend the terms and conditions contained in the CBA for an additional year. Therefore, the new expiration date of the agreement will be June 1, 2008.

Sincerely,

Redacted by the U.S. Department of the Treasury

Rick D. Wilson  
Union Representative

RDW/jst  
opeiu11  
afl-cio





OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION AFL-CIO . . . . . Local 11

7931 N.E. HALSEY-SUITE 103 • PORTLAND, OREGON 97213 • PORTLAND (503) 257-6691  
VANCOUVER (360) 892-1370 • TOLL FREE 1-800-547-8902 • FAX (503) 253-3277  
E-MAIL: [opeiu11@qwest.net](mailto:opeiu11@qwest.net) • WEB SITE: [www.opeiu11.org](http://www.opeiu11.org)

WS 8247

September 12, 2006

Mr. David Imus  
Business Manager  
Boilermakers Local 242  
6404 N Pittsburgh  
Spokane, WA 99217

Dear Mr. Imus,

For your records, please be advised that the collective bargaining agreement dated July 1, 2003 through June 30, 2006 automatically renewed in accordance with article XX. The new expiration date will be June 30, 2007.

Sincerely,

Redacted by the U.S. Department of the  
Treasury

Rick D. Wilson  
Union Representative

cc: Mary Kopplin

RDW/jst  
Opeiu11  
AFL-CIO

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

FOR THE PERIOD

April 1, 2013

THROUGH

March 31, 2016

Section 5. The Employer shall use progressive discipline in all cases with the exception of just cause. Progressive discipline is verbal warning, written warning, suspension then termination. All records of warning and support documentation shall be removed from the employees personnel file twelve (12) months from the date of issuance, if requested in writing, and the problem has been corrected.

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.

### **ARTICLE 13. HEALTH & WELFARE - DENTAL - OPTICAL - PRESCRIPTION**

Section 1. Effective April 1, 2013 the Employer agrees to pay up to one thousand seventy-five dollars (\$1075.00) per month for employee Health & Welfare coverage. The Employer also agrees that any monetary difference between the above cap and the actual premium will be split with the employee on a 50/50 basis.

Effective December 1, 2013 the Employer agrees to pay up to one thousand one hundred dollars (\$1100.00) per month for employee Health & Welfare coverage. The Employer also agrees that any monetary difference between the above cap and the actual premium will be split with the employee on a 50/50 basis.

Effective December 1, 2014 the Employer agrees to pay up to one thousand one hundred and twenty-five dollars (\$1125.00) per month for employee Health & Welfare coverage. The Employer also agrees that any monetary difference between the above cap and the actual premium will be split with the employee on a 50/50 basis.

Effective December 1, 2015 the Employer agrees to pay up to one thousand one hundred and fifty dollars (\$1150.00) per month for employee Health & Welfare coverage. The Employer also agrees that any monetary difference between the above cap and the actual premium will be split with the employee on a 50/50 basis.

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

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, 2013 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 April 1, 2014 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.

Effective April 1, 2015 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 10<sup>th</sup> 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, 2013, 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 seventy-four percent (74%) for the pension surcharge amount listed in the 2013 Rehab Plan, in accordance with the Supplemental Contribution Schedule, with a total contribution amount of six dollars and eighty-four cents (\$6.84) to the Western States Office & Professional Employees Pension Fund.

Effective April 1, 2014, 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 24. TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from April 1, 2013 through March 31, 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 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 \_\_\_\_\_ day of June 2013:

### UNITED LABOR UNION ASSOCIATION

Redacted by the U.S. Department of the  
Treasury

Bill Mehrens/Assistant Business Manager UA-290  
ULUA - President

Redacted by the U.S.  
Department of the

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

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 Treasury

Madelyn Elder/President CWA Local 7901  
ULUA- Negotiating Team

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Treasury

Aden J. "AJ" Blair/Business Representative LU 516  
ULUA - Negotiating Team

MMC/dmt  
opeiul/aficio

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

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

Maureen Colvin /Union Representative  
OPEIU Local 11

Redacted by the U.S.  
Department of the Treasury

Sharon Allen/Member  
OPEIU Local 11

Redacted by the U.S.  
Department of the Treasury

Tatiana Mendoza-Tucker/Member  
OPEIU Local 11

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**UNITED LABOR UNION ASSOCIATION (ULUA)**  
**and the**  
**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11**

This Memorandum of Understanding is entered into between United Labor Union Association (ULUA) and the Office & Professional Employees International Union, Local 11; to allow proper communication between the parties listed above and in accordance with Article 14 Retirement within the Collective Bargaining Agreement.

It is mutually agreed by all parties that effective April 1, 2010 the Employer agreed to adopt the Western States Office & Professional Employees Pension Fund Rehabilitation Plan and continue contributions, including the additional 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 the newly negotiated and agreed upon that Article 14/Section 11 within the Collective Bargaining Agreement shall be amended to reflect actual percentage amounts within the Supplement Contribution Schedule for the Western States Office & Professional Employees Pension Fund as follows:

- Effective April 1, 2013, 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 sixty-four percent (64%) for the pension surcharge amount listed in the 2013 Rehab Plan, in accordance with the Supplemental Contribution Schedule, with a total contribution amount of six dollars and forty-five cents (\$6.45) to the Western States Office & Professional Employees Pension Fund.
- Effective April 1, 2014, 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 seventy-nine percent (79%) 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 three cents (\$7.03) to the Western States Office & Professional Employees Pension Fund.

- Effective April 1, 2015, 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 all other language within this Article shall remain in full force and effect and this memorandum shall be pursuant to the terms and conditions of Article 21 Grievance Machinery to the Collective Bargaining Agreement should there be any dispute regarding the interpretation and/or application.

Agreed on this 29<sup>th</sup> day of August 2013

Redacted by the U.S. Department of the Treasury

Bill Mehrens/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

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Maureen Colvin /Union Representative  
OPEIU Local 11

MMC/dmt  
opeiu11/all-cio

WS 1159

A & I RECEIVED

JUL 1 6 2015

### AGREEMENT

**THIS AGREEMENT** is made and entered into at Bremerton, Washington, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 23, AFL-CIO, CLC**, hereinafter referred to as the "Union" and **BREMERTON METAL TRADES COUNCIL, AFL-CIO**, 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 operation of the office involved,

Now, therefore, be it mutually agreed to as follows:

### ARTICLE 1 - UNION RECOGNITION

1. The Employer agrees to recognize the Union as the sole collective bargaining agent for all office, clerical, technical and professional employees.
2. This Agreement shall not apply to any elected or appointed officers of the Employer whose duties, in accordance with its Constitution and By-Laws, require clerical work.
3. The Employer agrees that volunteers will be utilized only when mutually agreed between the Union and the Employer. Volunteers will not be used for the purpose of eliminating positions or hours held by bargaining unit members or in lieu of having additional regular employees of the bargaining unit.
4. All correspondence of any type sent out of any office under this Agreement shall bear the Union Label of the Office and Professional Employees International Union Local 23.

### ARTICLE 2 - UNION SECURITY

1. The Employer agrees to retain in employment persons performing duties of a secretarial nature, only those persons who maintain membership in continuous good standing with the Union. Nothing herein contained shall be construed as requiring the Union to accept into membership any undesirable person.
2. The Employer agrees that all present secretarial employees shall join the Union within thirty (30) days and that all subsequent employees shall join within thirty (30) days of date of employment.



## **AGREEMENT – BREMERTON METAL TRADES COUNCIL**

### **ARTICLE 24 - TERMINATION AND RENEWAL**

1. This Agreement shall become effective the first day of October, 2011, and shall remain in effect until September 30, 2014, and thereafter from year to year unless reopened by written notice by either party to the other at least sixty (60) days prior to September 30, 2014, the termination day, or a subsequent annual termination date.

**EXECUTED** at Bremerton, Washington, the day and year first above written.

**BREMERTON METAL TRADES COUNCIL,  
AFL-CIO**

Redacted by the U.S. Department of the  
Treasury

Rick D. Williams  
President

**OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 23,  
AFL-CIO, CLC**

Redacted by the U.S. Department of the  
Treasury

Carl Russell  
Business Representative

opeiu:23  
afi-cio  
bmtc 2011 agr

LETTER OF UNDERSTANDING

**Article 10 – Health and Welfare/Pension**

This Letter Agreement is by and between OPEIU Union Local #23 on behalf of its members and Bremerton Metal Trades and it should be considered as incorporated by reference as part of the Collective Bargaining Agreement effective dates October 1, 2011 through September 30, 2014. The Agreement is as follows:

**Article 10 – Pension**

The parties agree to adopt the updated rehabilitation plan.  
Contribution shall be as follows:

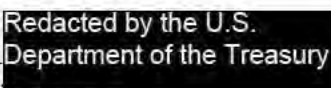
Effective October 1, 2011, the employer shall contribute into the Western States Office and Professional Employees Pension fund, \$3.97 per hour on all hours of each bargaining unit employees hourly forth in Article 10 plus 44% of that amount per hour for the required 44% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

Effective October 1, 2012, the employer shall contribute into the Western States Office and Professional Employees Pension fund, \$3.97 per hour on all hours of each bargaining unit employees hourly base wage as set forth in Article 10 plus 59% of that amount per hour for the required 59% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

Effective October 1, 2013, the employer shall contribute into the Western States Office and Professional Employees Pension fund, \$3.97 per hour on all hours of each bargaining unit employees hourly base wage as set forth in Article 10 plus 74% of that amount per hour for the required 74% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

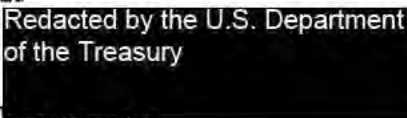
The Union and the Employer effective April 1, 2012, either party may request in writing to reopen Article 10 only.

BREMERTON METAL  
TRADES

BY   
Rick Williams

DATE 3/5/12

OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL UNION LOCAL  
NO. 23

BY   
Carr Trussell

DATE 2/20/2012

opeiu:23  
afl:cio

AGREEMENT - BREMERTON METAL TRADES COUNCIL

ARTICLE 23 - SUCCESSORS

1. In the event the Employer shall, by merger, consolidation, or by any other means enter into an agreement with another Local, International or individual which, in whole or part, affects the existing appropriate collective bargaining unit, then such successor shall be bound by each and every provision of this Agreement. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention of any group with which it seeks to make such an agreement as aforementioned.

ARTICLE 24 - TERMINATION AND RENEWAL

1. This Agreement shall become effective the first day of October, 2014 and shall remain in effect until September 30, 2017 and thereafter from year to year unless reopened by written notice by either party to the other at least sixty (60) days prior to September 30, 2017 the termination day, or a subsequent annual termination date.

EXECUTED at Bremerton, Washington, the day and year first above written.

**BREMERTON METAL TRADES COUNCIL,  
AFL-CIO**

Redacted by the U.S. Department of the  
Treasury

Rick D. Williams  
President

**OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL 23,  
AFL-CIO, CLC**

Redacted by the U.S. Department of the  
Treasury

Allan Jacobson  
Business Representative

opelu:23  
afi-cio  
bmhc 2014 agreement

Western States Office and  
Professional Employees  
Pension Fund

Western States number: WS1159

FEB 15 2011

Employer  
Participation  
Agreement APR 04 2011

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

1. Employer Information.

Name: Bremerton Metal Trades Council  
Contract Person: Gen Aksdal  
Address: PO Box 448  
City, State & Zip: Bremerton, WA 98337  
Telephone: (360) 377-0811

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: \_\_\_\_\_

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.

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

APR 04 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 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): Bremerton Metal Trades Council;

American Federation of Labor + Metal Trades Department Bremerton Council

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.**

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: \_\_\_\_\_

Rick D. Williams

Title: \_\_\_\_\_

President, BMTC

Date Signed: \_\_\_\_\_

2/9/11

**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

# **COLLECTIVE BARGAINING AGREEMENT**

**by and between**

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

**and**

**BRICKLAYERS AND ALLIED  
CRAFTWORKERS LOCAL #7**



**May 1, 2014  
to and including  
April 30, 2017**

**(Reopener for Wages May 2015 & 2016)**

- 19.2 New hires will be paid at least 80% of the appropriate classification rate for the first six months, and at least 90% of the appropriate rate for the second six months. After twelve months of employment, employees will be paid 100% of the appropriate classification minimum hourly rate specified above.
- 19.3 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 six percent (6%) premium pay at the signing of this agreement shall continue to receive the premium pay.

#### **ARTICLE 20 - PENSION**

- 20.1 The Employer 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 (\$2.00) per hours paid. The employee may elect to put any amount of the 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) days probationary period. The contributions for probationary employees shall start on the first of the month following the thirty (30) days probationary 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. If an employee is on sick leave or personal leave or absence in excess of forty-five (45) working days, the Employer will not be required to pay into the fund, after the first forty-five (45) working days, until the employee returns to work.
- 20.4 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.
- 20.5 The Employer agrees to allow the employees to participate in the Office and Professional Employees International Union Local #30 401(k) Plan. 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 set by the Internal Revenue Service from their yearly gross salary to this plan. FICA taxes will be withheld, but these contributions will not be subject to Federal or State taxes. The employee shall bear any administrative fees.



- 20.6** Effective with the April, 2011 hours paid, 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 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 Article 20.1.

#### **ARTICLE 21 – TECHNOLOGICAL CHANGES**

- 21.1** In the event the Employer should decide to make any technological or labor saving changes of any kind, including but not limited to the introduction of data processing equipment, computers, or automated equipment of any sort, the Employer agrees to meet with the Union to discuss the effects of such changes. It is mutually agreed that present employees shall be given first consideration for any new or changed position before any persons outside the bargaining unit are hired to fill the resultant jobs, provided existing employees have the ability to satisfactorily perform the work. In the event training is necessary for employees to qualify for such positions, the Employer will provide adequate training to all affected employees at the time the technology is implemented.

#### **ARTICLE 22 – GRIEVANCE AND ARBITRATION**

- 22.1** All grievances shall be handled in the following manner:

**STEP ONE: (oral)** A grievance may be filed no later than ten (10) working days after the grievance first becomes known, or should have become known. The grievance must be presented by the Union of the aggrieved employee to the proper supervisor involved, and the parties shall meet within five (5) working days in an effort to resolve said grievance. If the grievance is not resolved with the supervisor, the grievance shall be reduced to writing, citing the Article and Section of this Agreement which has been allegedly violated.

**STEP TWO: (written)** If the grievance is not settled in Step One, the written grievance may, no later than five (5) working days after the Step One meeting, be referred by the Union to the Employer, and the parties shall meet within five (5) working days of receipt of the grievance, in an effort to resolve the grievance. If the grievance is rejected at this Step of the Grievance and Arbitration procedure, the Employer will state the reasons for such rejections in writing, to the Union, within five (5) working days of the Step Two meeting.

**STEP THREE: (hearing)** If the grievance is not settled in Step Two, the Union may request a Grievance Board of Adjustment review within five (5) working



days immediately following receipt of the Employer's written response by delivering a written notice to the Employer. Within five (5) working days of such notice, the parties shall agree upon a hearing date.

The Grievance Board shall consist of a total of four (4) duly appointed representatives of the following: Two (2) representing the Local Union and two (2) representing the Employer. The grievance may be settled by three (3) votes favoring the determining outcome. The Grievance Board shall provide the parties with a written determination within twenty-four (24) hours of the close of the hearing. The decision of this Board will be final and binding on both parties.

**STEP FOUR: (arbitration)** If the grievance is not settled at the Grievance Board of Adjustment, the Union may request arbitration within fifteen (15) working days immediately following the decision of the Grievance Board, by delivering a written notice to the Employer of its intent to arbitrate the dispute. Within five (5) working days after receipt of notice of intent to arbitrate, the Union will request the Federal Mediation and Conciliation Service to furnish a list of five (5) arbitrators, from which the arbitrator shall be selected. Such selection shall be accomplished within five (5) working days from receipt of said list, by the parties alternately striking one (1) name from the list, in turn, until only one (1) name remains. The one striking first will be decided with the flip of a coin.

- 22.2** The cost of the arbitrator, and the cost of necessary expenses required to pay for facilities for hearing of the cases shall be borne equally by Employer and the Union. The decision of the arbitrator shall be submitted in writing and shall be final and binding on all parties.
- 22.3** The parties to any stage of the Grievance Procedure, the Grievance Board of Adjustment, or the arbitrator cannot have the authority to modify or amend, alter, add to or subtract from any provision of this Agreement.
- 22.4** If the time limits are not adhered to by the Union, the grievance shall be considered abandoned. If the Employer fails to answer the grievance, the grievance shall be considered to have been appealed by the Union to the next step of the procedure. Time limits may be extended by mutual agreement.

#### **ARTICLE 23 – SKILL UPGRADE**

- 23.1** Employees are encouraged to take skill upgrade training after work hours. With mutual agreement, the Employer will reimburse 100% of the cost including tuition, books and supplies upon successful completion of the course(s).

#### **ARTICLE 24 – TERM OF AGREEMENT**

- 24.1** This Agreement shall be in full force and effect from the first (1st) day of May, 2014, to and including the thirtieth (30<sup>th</sup>) day of April 2017, 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 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 seventy-five (75) days prior to the expiration 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.
- d) Either party may serve a written notice on the other party not less than sixty (60) days nor more than seventy-five (75) days prior to May 1, 2015 and May 1, 2016 to amend the wage rates provided for in this Agreement. Upon receipt of such notice, the other party will immediately meet and negotiate in good faith concerning the modification proposed.

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

Redacted by the U.S.  
Department of the Treasury

By: \_\_\_\_\_

Title: Executive Director/CFO

Date: 2/9/15

**BRICKLAYERS AND ALLIED  
CRAFTWORKERS LOCAL #7**

Redacted by the U.S. Department of the  
Treasury

By: \_\_\_\_\_

Title: Director

Date: 2/6/2015

Western States Office and  
Professional Employees  
Pension Fund

Employer  
Participation  
Agreement

WS 1203

RECEIVED  
A&I

AUG 15 2011

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

1. Employer Information.

Name:

Br. Jagers + Allied AC #7  
Four Corners Administrative Dist Council

Contract Person:

Address:

5201 E. 38<sup>th</sup> Ave.

City, State & Zip:

Denver, CO 80207

Telephone:

303-777-0298

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.

formerly  
BAC 7CO



A new Participating Employer.

Effective date of coverage: \_\_\_\_\_.

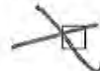


A new group of Employees of an existing Participating Employer.

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.

<sup>1</sup> 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):

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:

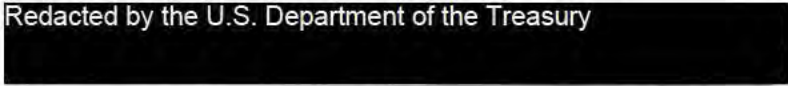
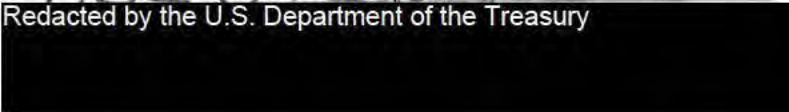
a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

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.**

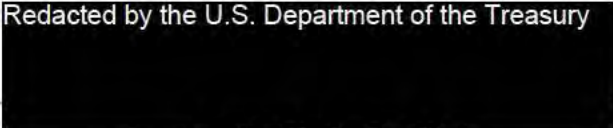
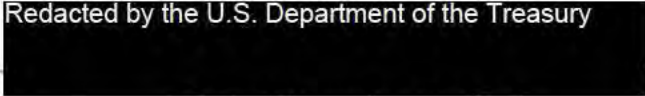
- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

### APPROVAL OF PARTICIPATION AGREEMENT

#### APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:   
Print Name: Patrick Schwarz  
Title: ADC Director  
Date Signed: 

#### APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE:   
Print Name: Judith Zenk, Co-Chair  
Date Signed: OCT 26 2011  
CO-CHAIR SIGNATURE:   
Print Name: Michael Parmelee, Co-Chair  
Date Signed: OCT 26 2011

A & I RECEIVED

AUG 15 2011



## **AGREEMENT**

Agreement entered into this 1st day of June, 2015, between the **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO, CLC, LOCAL NO. 23**, a local union of the Office and Professional Employees International Union, AFL-CIO, CLC, hereinafter referred to as the "Union," and the, its successors and assigns, **BAC Pacific Northwest Administrative District Council** 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**

1.01. The Employer agrees to recognize and hereby does recognize the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours and all other terms and conditions of employment for the appropriate bargaining unit herein established and described as follows: All office employees employed by the Employer excluding elected officers, elected or hired business representatives and organizers and supervisors as defined by the Act.

### **ARTICLE 2. NEW EMPLOYEES**

2.01. The Employer agrees that when vacancies occur or when new employees are needed to perform work covered by the collective bargaining agreement, the Employer shall notify the Union as to the number and type of employees desired and the Union shall endeavor to supply qualified applicants for such positions within 48 hours. If the Union cannot supply such applicants, or if the persons dispatched by the Union are deemed unqualified, the Employer may advertise publicly.

2.02. It is further agreed that the Employer has the final choice as to whom he hires, and shall notify the Union within 72 hours of hire of a new employee, Saturday, Sunday and holidays excepted.

2.03. It is understood and agreed that the wages paid to new hires shall be the subject of immediate negotiations between the Employer and the Union.

### **ARTICLE 3. UNION SECURITY**

3.01. 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.

3.02. 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.

15.02. **Medical.** The Employer shall furnish and pay for Masonry Security Plan of Washington for all eligible employees and their dependents, or equivalent Health and Welfare coverage ~~at the employee's option~~. Effective June 1, 2013 The employer will pay any increases up to thirty (30) cents per hour annually. If the amount is above the thirty (30) cents per hour, the additional amount will be paid by the employee.

15.03. All part-time employees working less than one hundred (100) hours per month and who otherwise would be eligible for Medical and Dental Coverage will, at the end of each month, receive a lump sum payment equal to fifty cents (\$.50) per hour for each hour worked during that month, such payments to be in lieu of Medical and Dental coverage.

15.04. **Pension.** Each month the Employer shall pay into the Western States Office and Professional Employees Pension Fund for each bargaining unit employee for the purpose of providing retirement benefits for employees pursuant to provisions of the Western States Office and Professional Employees Pension Fund.

Effective February 1, 2008 - \$ 3.00 per compensable hour.

15.05. Upon failure of the Employer to make any of the payments required by this Agreement, the Union may, 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.

15.05. The employer will contribute twenty five cents (\$.25) per hour in a defined contribution account of the employees choice.

#### **ARTICLE 16. NONDISCRIMINATION**

16.01. The Employer agrees not to discriminate against an employee because of his/her activity as a member of the Union.

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

#### **ARTICLE 17. COMPENSATION**

17.01. Employees will be classified in accordance with skills used and shall be paid not less than the minimum for such classification in accordance with the table of job classifications and rates of pay in Schedule "A," which is attached hereto and made a part of this Agreement. Employees shall receive wage increases in accordance with the automatic length of service provisions of Schedule "A." The step raises in Schedule "A" expressed in calendar months apply to part-time as well as full-time employees.

17.02. Any position not covered by Schedule "A" or any positions which may be established during the life 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 the classification and rate of pay for the position. In the event that the parties are unable

## **ARTICLE 20. SUCCESSOR LANGUAGE**

In the event the Employer shall, by merger, consolidation, or by any other means enter into an agreement with another Local, International or individual which, in whole or part, affects the existing appropriate collective bargaining unit, then such successor shall be bound by each and every provision of this Agreement. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention of any group with which it seeks to make such an agreement as aforementioned.

## **ARTICLE 21. TERMINATION AND RENEWAL**

21.01. This Agreement shall become effective as of June 1, 2015, and shall remain in effect until May 31, 2018, and shall thereafter automatically renew itself until either party shall give sixty days' written notice prior to the anniversary date of desire to terminate, modify, or change this contract. Upon the giving of such notice, the parties shall proceed to negotiate a new contract, the terms of which shall be retroactive to the anniversary date.

Signed this 1st day of June, 2015.

**BAC PACIFIC NORTHWEST  
ADMINISTRATIVE DISTRICT  
COUNCIL**

Redacted by the U.S. Department of the  
Treasury

David Sheppard, Director

**OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 23**

Redacted by the U.S. Department of the  
Treasury

Allan Jacobson  
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 BAC Pacific Northwest Administrative District Council

Effective Date: April 1, 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:  
  
X      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.

opeiu:23  
afl-cio



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 1<sup>st</sup> 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 (30<sup>th</sup>) 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 (30<sup>th</sup>) 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**

Redacted by the U.S.  
Department of the  
Treasury  
By: \_\_\_\_\_  
Andreas Cluver  
Secretary-Treasurer

Date: 2/23/16

**ALAMEDA LABOR COUNCIL,  
AFL-CIO**

Redacted by the U.S. Department of  
the Treasury  
By: \_\_\_\_\_  
Josie Camacho  
Executive Secretary-Treasurer

Date: 2/27/16

**FOR THE UNION:**

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

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

Date: 3/2/16

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

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cwa:9415/afl-cio