

## 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.*

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 Chiver  
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:

Executive Secretary-Treasurer  
Alameda Labor Council

Date:

6/27/16

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

WS 1166

# Office & Professional Employees International Union | Local 29

## AFL-CIO & CLC

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

### WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

#### AGREEMENT TO ADOPT REHABILITATION PLAN

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

Parties: Office & Professional Employees International Union, Local 29, the "Union; and

Employers under the Alameda Trade Master Agreement (Alameda Labor Council, ATU 192, ATU 1555, Bay Cities Metal Trades Council, Building/Construction Trades Council of Alameda, Bricklayers Apprenticeship Program, CWA 9415, IBEW 595, IBEW JATC, Iron Workers Union Local 378, Work Preservation Fund), the "Employer"

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

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

Effective Date: JANUARY 1, 2013

Check applicable line: ☒ Rehabilitation Plan Schedule  
☐ Default Rehabilitation Plan Schedule

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

#### EMPLOYER APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title: Secretary-Treasurer

Date: 4/5/13

Redacted by the U.S. Department of the Treasury

Signature

Title: Exec. Sec. Treas.

Date: 4-5-13

#### UNION APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title: Vice-President/Bus. Rep.

Date: 4/5/13

PQS/jn(Rchb)Adopt2013AlamedaMasterERA/1cra9413hfl-cio

7677 Oakport Street | Suite 480 | Oakland, California 94621 | Phone (510) 746-5880 | Fax (510) 746-5977 | www.opelu29.org

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: BAC LOCAL 3 JATC  
Contract Person: CHARLES BESOUCE  
Address: P.O. Box 1607  
City, State & Zip: SAN RAMON, CA 94583  
Telephone: (925) 208-9999

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.

A & I RECEIVED  
AUG 8 1 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:

CHARLES BESOCKE

Title:

Plan Manager

Date Signed:

8-30-11

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

CO-CHAIR SIGNATURE:

Redacted by the U.S. Department of the Treasury

Print Name:

Judith Zenk, Co-Chair

Date Signed:

OCT 26 2011

CO-CHAIR SIGNATURE:

Redacted by the U.S. Department of the Treasury

Print Name:

Michael Parmelee, Co-Chair

Date Signed:

OCT 26 2011

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AUG 3



WS8242

**AGREEMENT**

*Between*

**BROAD & GUSMAN, LLP**

*And*

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

**November 1, 2013 – October 31, 2016**



#### **ARTICLE XIV. EMPLOYEES HOSPITALIZATION, DENTAL DRUG & MAJOR MEDICAL** - continued

The Employer agrees that any waiver of this Article will not constitute elimination of the benefit either for future use by the current employee or for any future employees. The Employer will provide Health and Welfare benefits under the Employer's plan. For employees covered under the Employer's plan, an employee who has health coverage provided by a spouse may voluntarily waive said health coverage in return for a payment of Three Hundred Dollars (\$300.00) a month. Such waiver shall be made in writing.

##### **Vision Benefit**

Each calendar year, an employee will be entitled to reimbursement for one office visit to an optometrist or ophthalmologist to the extent that visit is not covered by health insurance and up to Two Hundred Dollars (\$200.00) for the purchase of prescription eyeglasses or contact lenses.

#### **ARTICLE XV. PENSION PLAN**

The Employer agrees that any waiver of the Pension Plan will not constitute elimination of the benefit either for future use by the current employee or for any future employees. Effective for the tax year 1998 and continuing thereafter until October 31, 2013, the employer shall have the maximum contributions to the SEP plan permitted by federal law.

Effective November 1, 2013, the employer agrees to contribute into a Trust Fund known as the Western States Office & Professional Employees Pension Fund, for the account of each employee working under this Agreement, Six Dollars and seventy-five (\$6.75) for 173.33 hours per month including overtime. If any employee under this Agreement is granted a leave of absence without pay in excess of thirty (30) days, his/her name shall be deemed to have been removed from the payroll of the Employer, and the Employer shall not be obligated to make monthly payments into the Plan for the benefits of such employee for the period of such leave.

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

A temporary employee, as defined as any full or part time employee hired for a limited duration (such as to replace an employee out on maternity or any other leave of absence), shall not be required to have pension contributions made on his/her behalf.

#### **ARTICLE XVI. LEAVES OF ABSENCE**

(a) Employees may be granted leaves of absence without pay for reasonable periods of time, which leaves of absence shall not affect the employee's rights under this Agreement. Said leaves of absence shall not be arbitrarily withheld. Conditions of leaves of absence shall be mutually agreed upon and reduced to writing.

## **ARTICLE XIX. NO STRIKE, NO LOCKOUT**

The Union agrees there will be no work stoppage, picketing, slow down, cessation of work, or strike of any kind by members of the bargaining unit during this Agreement. The Union will do everything possible to prevent any violation of this Article and to stop any violation that occurs. The Employer agrees there will be no lockout during the term of this Agreement.

Any employee who ceases work because of an alleged dispute, except in a strike by an international or local union affiliated with the AFL-CIO duly authorized and sanctioned by the Sacramento Central Labor Council, shall be regarded as having been discharged for just cause.

## **ARTICLE XX. DURATION OF AGREEMENT**

This Agreement, together with all provisions set forth herein, shall continue in full force and effect from November 1, 2013 to October 31, 2016 and shall continue in full force and effect thereafter unless either party hereto shall desire a change, in which case s/he shall give the other party notice in writing of the desired changes at least sixty (60) days and not more than ninety (90) days prior to the anniversary date of this Agreement in any one (1) year. In such event, negotiations shall be reopened in order to revise the Article or Articles regarding which notice of the proposed changes has been served. When agreed upon, these changes shall be incorporated into this Agreement, effective as of the beginning of the year's term for which the revisions were proposed. Any strike or stoppage of work after the expiration or modification date of this Agreement shall not be deemed in violation of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and their seals this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

### **LAW OFFICES OF BARRY BROAD**

Redacted by the U.S. Department  
of the Treasury

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

Barry Broad, Attorney  
Law Office of Barry Broad

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

12-4-13

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

Redacted by the U.S. Department of the  
Treasury

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

Tamara R. Rubyn  
President/Business Manager

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

12/4/13



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

WSOP 2011  
APR 18 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:

Contract Person:

Address:

City, State & Zip:

Telephone:

Broadie Gasman, LLP

Melissa Mayago

1127 11th Street Suite 501

Sacramento, CA 95814

916 442-5499

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).

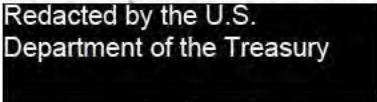
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

<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

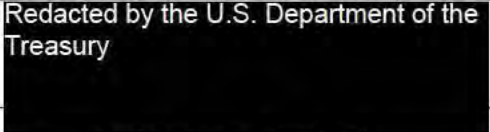
EMPLOYER SIGNATURE:  Redacted by the U.S. Department of the Treasury

Print Name: Bobby Broad

Title: Partner

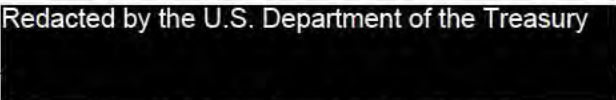
Date Signed: 4/14/11

#### 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

**BUESCHER, KELMAN  
PERERA, AND TURNER P.C.**



**April 1, 2016 to and including March 31, 2019  
(Wage openers April 1, 2017 and April 1, 2018)**



weeks. In order to qualify for this payment, the following conditions must be met:

- a) The employee must have been employed full time for thirty (30) days.
- b) The employee must have exhausted all available sick leave.
- c) The employee cannot work at all during this time.

## **ARTICLE 20 – PENSION**

- 20.1** Effective April 1, 2009 the Employer agrees to contribute to the Western States Office and Employees Pension Fund a contribution on behalf of each employee in the amount of two dollars and sixty cents (\$2.60) per straight time hours paid for. The Employer contribution, as provided herein, shall be made on eligible employees on the effective date, except for the employees serving the first thirty (30) days of their probationary period. The contributions for probational employees shall start on the first of the month following the thirty (30) days of the probationary period. This shall apply to all employees not presently covered by another pension plan which is Employer paid.
- 20.2** 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, until the employee returns to work.
- 20.3** 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.
- 20.4** The Employer agrees to allow the employees to participate in the Office and Professional Employees International Union Local #30 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.
- 20.5** Effective with the April, 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 20.1.

## **ARTICLE 21 – MATERNITY LEAVE**

- 21.1** The Employer will establish reasonable rules to govern maternity leave in accordance with Title VII of the Civil Rights Act. Such rules shall be subject to the Grievance and Arbitration provisions of this Agreement.

## **ARTICLE 22 – TECHNOLOGICAL CHANGES**

- 22.1** In the event of Technological Changes, such as, but not limited to, the introduction of data processing equipment, computers or other automated machines, the Employer agrees to discuss such changes and the rate of pay for such jobs, prior to the installation of such equipment.
- 22.2** In the event the Union and the Employer cannot reach agreement on the rates of pay for new classifications established in accordance with this Article than either party shall have the right to submit the dispute to the arbitration procedure of Article 23 of this Agreement.
- 22.3** Employees who take skill upgrade training will be reimbursed up to a maximum of one thousand dollars (\$1,000) per semester (or appropriate school schedule) for tuition, books and supplies under the following conditions:
1. Employees must obtain approval in advance of taking the course(s).
  2. Employee must receive a “C” or higher grade (or equivalent) in the course(s).
  3. The course(s) must relate to the employee’s current job or a job that is covered by this agreement.

## **ARTICLE 23 – DISCIPLINE PROCEDURE**

- 23.1** In the administration of this Article, a basic principle shall be that discipline should be corrective in nature, rather than punitive. No employee may be disciplined or discharged except for just cause such as, but not limited to, insubordination, pilferage, intoxication (drugs or alcohol), incompetence, failure to perform work as requested, or failure to observe safety rules and regulations. Any such discipline or discharge shall be subject to the grievance and arbitration procedure, with the exception of verbal warnings, as provided for in this Agreement. Employees may have a Union representative present at meetings concerning disciplinary action, discharge and layoff.

The Employer will generally follow a progressive disciplinary procedure, but reserves the right to skip steps as it sees fit. The disciplinary steps that will generally



## **ARTICLE 28 – LONGEVITY PAY**

- 28.1** After five (5) years of service, employees shall be eligible to earn longevity pay equal to forty-five dollars (\$45.00) for each year of service. The first payment shall be made on the employee's sixth (6<sup>th</sup>) anniversary and on each anniversary thereafter. Payments shall be made in a lump sum and are not added to a part of the employee's base rate of pay.

## **ARTICLE 29 – OCCUPATIONAL SAFETY & HEALTH**

- 29.1** The employees shall be represented by a Shop Steward to be selected from their number for the purpose of meeting with the Employer on matters pertaining to heating, lighting, cleanliness and ventilation of the offices and washrooms and keeping the work area in a sanitary and otherwise satisfactory condition.
- 29.2** Employees required to operate Video Display Terminals shall, at the expense of the Employer, receive an ophthalmologic exam prior to being assigned to such job duties, and annually thereafter.

## **ARTICLE 30 – PARKING**

- 30.1** In the event the Employer place of business is located where free parking is not available to the employees, the Employer and the Union agree to meet and attempt to negotiate an Agreement which will equitably address the concerns of all parties.

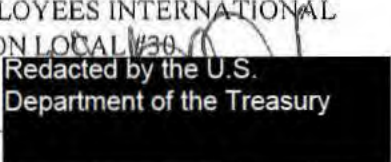
## **ARTICLE 31 – TERM OF AGREEMENT**

- 31.1** This Agreement shall be in full force and effect from the first day of April 2016, to and including the 31st day of March 2019, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:
- (a) If either party elects to terminate the Agreement, such party shall, on a date not less than sixty (60) days 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 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 time may be extended by mutual agreement.



- (d) Either party may serve a written notice on the other party not less than sixty (60) days prior to April 1, 2017 and April 1, 2018 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.

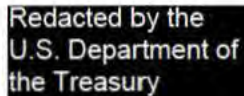
OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION LOCAL #30

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

Title: EXEC. DIR.

Date: 6/8/16

Buescher, Kelman, Perera, & Turner PC

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

Title: Shareholder

Date: 6/8/16

Western States Office and  
Professional Employees  
Pension Fund

250960  
FEB 15 2011

Employer  
Participation  
Agreement

APR 11 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: Buescher, Goldhammer, Kelman & Dodge, P.C.  
Contract Person: Irene Vasquez  
Address: 1563 Gaylord St.  
City, State & Zip: Denver, CO 80206  
Telephone: (303) 333-7751

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): 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): Buescher, Goldhammer, Keltman & Dodge, P.C.

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

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

8 employees covered by the collective bargaining agreement; and

~~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.**



- 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:

Thomas B. Buescher

Title:

Attorney

Date Signed:

2/11/11

**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:

Print Name:

Michael Parmelee, Co-Chair

Date Signed:

NOV 16 2011



# AGREEMENT

between

Office & Professional Employees  
International Union  
Local 537  
AFL-CIO

and

Office & Professional Employees  
International Union, Local 29  
and  
California Federation of Teachers  
AFL-CIO, CLC

October 1, 2013  
to  
September 30, 2016



- D. If an employee with two (2) years or more of service is off due to illness or accident, the employee's health and welfare coverage shall be extended by the Employer for (1) year. If an employee with less than two (2) years service is off due to illness or accident, health and welfare coverage shall be extended by the Employer for six (6) months. Such extension of health and welfare coverage shall only be granted upon the exhaustion of sick leave balances.
- E. If an employee is laid off with less than seventy (70) hours worked, the Health and Welfare premium shall be paid for the month in which the layoff occurred.
- F. Holidays and periods of vacation outlined in this Agreement and periods of sick leave shall be considered time worked in this Agreement for the following purposes: overtime, holidays, sick leave and seniority accruals. The Employer will also make dental, health and welfare and retirement contributions for such period.
- G. Effective January 1, 2009, for employees who retire between the ages of 55 and 65 with a minimum of fifteen (15) years of service, the CFT agrees to pay the premium to provide continued Comprehensive Medical, twelve thousand five hundred dollars (\$12,500) Life Insurance, Dental, Orthodontia, and Vision coverage at the same level as current OPEIU members receive. Retirees who were enrolled in the OPEIU Local 29 Welfare Trust Fund at the time of their retirement will continue to be covered through that Trust. Retirees who were enrolled in the OPEIU Local 537 Trust at the time of retirement will continue to be covered through that Trust.
- H. For employees retiring with at least fifteen (15) years of service and upon eligibility for Medicare, the CFT contribution for healthcare is limited to the employee only and will pay for Medicare Part B at the standard rate plus an annual maximum of two thousand five hundred dollars (\$2,500) for a supplemental policy.
- I. IRC 125: The Employer shall provide a tax-deferred account for medical expenses or day care expenses (IRC 125 Plan). Effective January 1, 2009, the employer will make a five hundred dollar (\$500.00) per employee per year contribution into an IRC 125 Plan.

#### **ARTICLE 9 – PENSION PLAN**

- A. The Employer agrees to contribute into a Trust Fund known as Western States Office and Professional Employees Pension Fund for the account of each eligible Office and Professional Employees International Union, Local 29 represented employee working under this Agreement and the Employer agrees to contribute into the Office and Professional Employees International Union Local 30/537 Retirement Plan for the account of each Office and Professional Employees International Union, Local 537 represented employee working under this Agreement, three dollars and fifty cents (\$3.50) per hour effective October 1, 2010.
- B. Eligibility for coverage under the plan shall be that employees shall have contributions made on their behalf for all hours paid.
- C. The Employer and the Union, by executing this Agreement, agree to be bound by all provisions of the Agreement of Trust, including any modifications or amendments thereto. It is agreed that the above obligations exist without the necessity of executing any additional written instrument.

The Employer shall pay the cost of the OPEIU 29 Rehabilitation plan at the capped maximum of eighty percent (80%) and not to be exceeded. Any increase proposed to the rehabilitation plan must be negotiated with the CFT.
- D. The parties agree that employees employed pursuant to said Collective Bargaining Agreement shall become participants in the Western States 401k Retirement Fund of the OPEIU and shall be entitled to



have contributions made to said Plan on their behalf by way of wage deferrals in accordance with the rules of the Plan.

It is further agreed that the Employer shall contribute eighty dollars (\$80.00) per month to said Western States 401k Retirement Fund of the OPEIU for each employee.

#### **ARTICLE 10 – VACATIONS**

Vacations with pay are hereby established for all employees covered by this Agreement.

- A. Employees, after having served one (1) year of employment, shall be entitled to two (2) weeks' vacation with full pay.
- B. Employees, after having served four (4) years in the employ of the Employer, shall be entitled to three (3) weeks' vacation with full pay.
- C. Employees, after having served ten (10) years in the employ of the Employer, shall be entitled to four (4) weeks' vacation with full pay.
- D. Employees, after having served fourteen (14) years in the employ of the Employer, shall be entitled to five (5) weeks' vacation with full pay.
- E. Employees shall be allowed to take their full vacation entitlement to a maximum of four (4) weeks in consecutive weeks at a time mutually agreeable between the Employer and employee. Upon one (1) month's written notice by the employee to the Employer, vacation pay shall be paid to the employee on the last day of work preceding their vacation.
- F. If an employee wishes, he/she may request and be granted, one (1) week's vacation with full pay after six (6) month's employment during the initial year of service.
- G. Full pay is hereby defined as pay based on the regularly established rate and workweek of the employee at the time he/she takes his/her vacation.
- H. Employees will be allowed to accrue a maximum of thirty-five (35) days of vacation. A maximum of five (5) weeks' vacation may be taken in any one (1) year.
- I. Employees terminating for any reason after six (6) months' employment shall be paid pro rata vacation pay.
- J. No vacation shall be forfeited because of sickness or disability occurring prior to the scheduled date. A vacation may be postponed or re-scheduled for a later date because of such sickness or disability.
- K. Vacations shall be taken at a time mutually agreed upon by the Employer and the employee. If there are conflicting requests from employees at one CFT worksite, vacation scheduling shall be strictly on the basis of seniority between the employees, so long as the request has been submitted by March 15 of the year prior to the vacation request. Requests submitted after March 15 shall be considered in the order received by the Employer.
- L. Vacation pay shall be paid in advance of the employee's vacation period and shall be computed at the employee's regular straight-time weekly rate. An employee's earned vacation time shall not be used in lieu of the two (2) weeks' termination notice.
- M. A regular part-time employee shall be paid at scale on a pro-rata basis consistent with hours and length of employment with the Employer.
- N. In the event of resignation or discharge of an employee, all accumulated vacation credits shall be paid in full at the time of termination of employment. This shall likewise apply in the case of death, in which event the amount due shall be paid to the legally recognized beneficiary of the estate of the deceased.

## ARTICLE 37 – VOTE

**SECTION 1.** The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for OPEIU “Voice of The Electorate (VOTE) fund. Such voluntary contributions shall be forwarded to OPEIU Local 29/537 monthly by check payable to Voice of The Electorate or VOTE along with a listing of persons who donated such monies.

**SECTION 2.** A copy of the check off authorization to be used for this purpose is attached hereto as Appendix “C.”

## ARTICLE 38 – DURATION OF AGREEMENT

This Agreement, together with all provisions herein set forth, shall continue in full force and effect from **October 1, 2013 through September 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 on a Successor Agreement shall be opened. Upon ratification of the Successor Agreement, unless stated otherwise, all agreed upon provisions will be retroactive to the effective date(s) of that Agreement.

### FOR THE EMPLOYER:

California Federation of Teachers  
Redacted by the U.S. Department of the Treasury

Josh Pechthalt  
President

Date

8/12/14

### FOR THE UNION:

OPEIU Local 29  
Redacted by the U.S. Department of the Treasury

Tamara Rubyn  
President/Business Manager

Date

7/25/14

California Federation of Teachers  
Redacted by the U.S. Department of the Treasury

Jeff Freitas  
Secretary-Treasurer

Date

8/11/14

OPEIU Local 537  
Redacted by the U.S. Department of the Treasury

Lynnette T. Howard  
Business Representative

Date

7/28/14

California Federation of Teachers  
Redacted by the U.S. Department of the Treasury

Dan Martin  
Executive Director

Date

8/11/14

29 - WS 4130



Representing faculty  
and classified workers in  
public and private schools  
and colleges, from early  
childhood through higher  
education

September 28, 2011

Western States Office and Professional Employees  
C/o Kim Ransom - Benefits Specialist  
Cc: A&I Plan Administrators  
1220 SW Morrison St. Suite 300,  
Portland OR 97205

ADMINISTRATIVE OFFICE  
2550 N. Hollywood Way  
Suite 400  
Burbank, CA 91505  
818-843-8226  
818-843-4662 fax  
www.cft.org

American Federation of  
Teachers, AFL-CIO

Re: Account 29-4130

Dear Plan Administrators:

California Federation of Teachers (CFT) employs individuals who are represented by Local 29 and participate in the pension provided by Western States Office and Professional Employees Pension Fund. I have enclosed the pension portion of our collective bargaining agreement with Local 29 that is effective October 1, 2011 to September 30, 2013. Article 9, Section A of this bargaining agreement requires CFT to contribute during its term the same amount as during the year ending September 30, 2011 under the predecessor agreement plus the additional amount required by the Supplemental Employer Contribution Schedule for agreements effective October 2011 under the Updated Rehabilitation Plan as presented in the March 26, 2010, letter from the Board of Trustees.

Sincerely,

Redacted by the U.S. Department of the  
Treasury

Jeff Freitas-Secretary Treasurer  
Es

cc: Josh Pechthalt-President  
Dan Martin-Executive Director  
Elizabeth Soto-Controller

A & I RECEIVED  
OCT 21 2011

Union printed on 100 percent  
post-consumer recycled paper

Draft of Article 9, Section A

A. The Employer agrees to contribute into a Trust Fund known as Western States Office and Professional Employees Pension Fund for the account of each eligible Office and Professional Employees International Union, Local 29 represented employee working under this Agreement, the following amounts:

| Effective Date  | Amount Per Hour | Plus Supplemental Employer Contribution Per Hour Required By Updated Rehabilitation Plan |
|-----------------|-----------------|--|
| October 1, 2011 | \$3.50          | \$1.54   |
| October 1, 2012 | \$3.50          | \$2.065  |

The Employer agrees to contribute into the Office and Professional Employees International Union Local 30/537 Retirement Plan Fund for the account of each eligible Office and Professional Employees International Union, Local 537 represented employee working under this Agreement, the following amounts:

| Effective Date  | Amount Per Hour |
|-----------------|-----------------|
| October 1, 2011 | \$3.50          |
| October 1, 2012 | \$3.50          |

A & I RECEIVED  
OCT 21 2011



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

29 4130  
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: CALIF. FEDERATION OF TEACHERS  
Contract Person: Annette Eisenberg  
Address: 2550 N HOLLYWOOD WAY #400  
City, State & Zip: BURBANK, CA 91505  
Telephone: 818-843-8226

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: \_\_\_\_\_

*ANNE EISENBERG*

*Accounting Technician*

*2/8/11*

**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**

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 11

MAR 7 2016

RECEIVED

LABOR AGREEMENT

BETWEEN

CARPENTERS INDUSTRIAL COUNCIL, UBC

AND THE

OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL 11  
AFL-CIO

FOR THE PERIOD

APRIL 1, 2016

THROUGH

MARCH 31, 2019

Section 7. Any notice of re-employment to an employee who has been laid off shall be made by registered mail to the last known address of such laid-off employee.

Section 8. Upon the termination of any employee the Health and Welfare shall remain effective for thirty (30) days.

## ARTICLE 12. TERMINATION

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

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

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

Section 4. The Employer shall use progressive discipline in all cases with the exception of just cause. All copies of written memorandums will be mailed to the Union office. In cases of termination following such warning, information in the employee's personnel file shall be made available to the authorized Union Representative upon request. Progressive discipline is verbal warning, written warning, suspension then termination.

Section 5. All records of warning and supporting documentation shall be removed from the employee's personnel file twelve (12) months from the date of issuance if requested in writing and the problem has been corrected.

## ARTICLE 13. HEALTH & WELFARE

During the term of this Agreement, the Carpenters Industrial Council, UBC shall contribute the entire amount agreed upon to the Health & Welfare Plan without significant change in current benefits received for each eligible employee working under the terms of this Agreement. The Employer will guarantee that the employees will not have to pay additional costs for this negotiated health & welfare benefit.

## ARTICLE 14. RETIREMENT PLANS

Section 1. The Employer agrees to contribute to the Western States 401k Retirement Fund of the OPEIU, hereinafter called Retirement Fund or 401k plan, a minimum contribution of two dollars (\$2.00) per compensable hour, excluding overtime. No employee during the life of this Agreement shall suffer a reduction of Employer contribution of benefits by reason of adoption of this Agreement.

- a. If during the life of this Agreement, another 401k plan should become available to the employees, the Employer will retain the option of participating in a new plan subject to the approval of the bargaining unit members.



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, such contributions not to change from April 1 to April 1 of any year.

Section 3. Be it further jointly advised that for long term pension benefits, the above amounts contributed shall be recognized as an incentive and that each participant, while not mandatory, 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 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 said 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 begin on the hiring date of each regular full-time or regular part-time employee of the Employer.

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. It is mutually agreed by all parties that effective April 1, 2010 and for the duration of this Agreement, the Employer agrees to continue a contribution amount of two dollars and seventy cents (\$2.70) 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 and Professional Employees Pension Fund.

Be it further agreed that should there be any changes to the Supplemental Contribution Schedule the Employer shall adopt the newest schedule presented by the Trustees of the Western States Office & Professional Employees Pension Fund. Should the Western States Office & Professional Employees Pension Fund release the Employer from the obligation to pay according to the Supplemental Contribution Schedule, then the minimum pension contribution amount of two dollars and seventy cents (\$2.70) per compensable hour shall be in full force and effect.

It is further agreed, that in the event the Employer has an alternate qualified plan at the same or better benefit, the Employer may move employees currently covered by the Western States Office and Professional Employees Pension Fund, into the alternate qualified plan. The decision to move the employees into the alternate qualified plan shall be at the sole discretion of the Employer.

#### ARTICLE 15. HEALTH & 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.

Section 2. No clause in this Agreement shall be understood to imply a lowering of working conditions and rates of pay heretofore existing in the office of the employees.

Section 3. The Employer agrees that he will not discriminate against an employee because of their activity as a member of the Union.

Section 4. Neither the Union nor the Employer, in carrying out their obligations under this contract, shall discriminate in matters of hiring, training, promotion, transfer, layoff, termination or otherwise because of race, color, creed, national origin or sex.

#### ARTICLE 17. RATES OF PAY

Section 1. The wage scales herein established and shown in Schedule "A" shall be considered minimum wages and shall not prevent the payment of higher scales to any employee whose work may warrant.

Section 2. Paydays shall be at least semi-monthly and in no case shall more than five (5) days pay be held back. Monthly pay shall reflect amount of hours worked.

Section 3. Any employee, who is laid off or has given notice as per Article 11, shall receive all wages due them immediately upon termination of employment. In all other cases, all wages due them shall be paid within forty-eight (48) hours of termination of employment.

#### ARTICLE 18. UNION REPRESENTATIVE

The Union Representative shall have the right to contact employees at work regarding matters affecting this Agreement at any reasonable time.

#### ARTICLE 19. UNION LABEL STAMP – UNION SHOP CARD

The privilege of using the Union Label Stamp and the Union Shop Card shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling

## ARTICLE 23. 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 lockout or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contrary notwithstanding. Upon signing of this Agreement or any future Agreement, the provisions therein shall be retroactive to the anniversary date.

Date Signed: 2/26/2016

CARPENTERS INDUSTRIAL COUNCIL  
UBC

Redacted by the U.S. Department of the  
Treasury

Tony Hadley  
Executive Secretary

Date Signed: 2-23-16

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

Matthew E. DeVore  
Union Representative

MED/dmt  
opeiul / afl-cio

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

*Mailed*  
*2/11/11*

February 2, 2011

*11-4880*

**FEB 14 2011**

**RECEIVED**

**FEB 03 2011**

**CARPENTERS INDUSTRIAL  
COUNCIL**

WS4880  
CARPENTERS INDUSTRIAL  
COUNCIL, UBC  
12788 SE STARK STREET  
PORTLAND, OR 97233-1539

**RE: NEW PLAN PARTICIPATION AGREEMENT ENCLOSED-PLEASE SIGN AND  
RETURN TO PLAN ADMINISTRATIVE OFFICE**

Dear Employer:

The Board of Trustees requests that all Contributing Employers to the Western States Office and Professional Employees Pension Fund (the "Plan") complete and execute a copy of the enclosed revised Participation Agreement.

Participation Agreements for each Contributing Employer are needed to ensure that: (a) the Plan can accept employer contributions under Federal law; and (b) employers are making the correct contributions on behalf of covered employees.

The enclosed revised Participation Agreement was adopted by the Board of Trustees at its November 2010 meeting. With regard to the revised Participation Agreement:

1. There is now one Participation Agreement, whether the employer is contributing only on behalf of bargaining unit employees, or whether the employer is contributing on behalf of bargaining and non-bargaining unit employees. The employer now checks the applicable box(es) on the form, based on which group(s) the employer covers.
2. Employers who are contributing on behalf of non-bargaining employees need to include the current rate of contribution on the line provided.

The back side of this letter contains some frequently asked questions related to Participation Agreements. We ask that you mail the completed and signed form to the Plan's Administrative Office at the following address by February 25, 2011:

Western States Office and Professional Employees  
Pension Fund  
Suite 300  
1220 SW Morrison Street  
Portland, OR 97205

You may also email the completed form to [wsope@aibpa.com](mailto:wsope@aibpa.com). Please contact the Plan's Administrative Office if you have any questions.

Sincerely,

WSOPE Pension Fund Administrative Office

Encl.

(OVER)

---

Administered by A&I Benefit Plan Administrators, Inc.  
1220 SW Morrison St. Suite 300, Portland OR 97205-2222  
(503) 222-7694 (800) 413-4928 Fax (503) 228-0149  
<http://www.wsp.aibpa.com>



**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: CARPENTERS INDUSTRIAL COUNCIL  
Contract Person: DEBORAH DESARAH  
Address: 12788 SE STARK ST  
City, State & Zip: PORTLAND, OR 97223-1539  
Telephone: (503) 228-0235

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 Representative/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): CARPENTERS INDUSTRIAL COUNCIL.
  - c. Employer elects to participate in the Plan as a contributing employer.
  - d. Employer now has the following employees (insert number):  
2 employees covered by the collective bargaining agreement; and  
           employees who are not covered by the collective bargaining agreement.
  - e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.
  - f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.**
6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:
- a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.
  - b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**

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

#### APPROVAL OF PARTICIPATION AGREEMENT

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

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

Print Name: Michael H. Pieti

Title: Executive Secretary-Treasurer

Date Signed: 2/11/11

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

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

Print Name: Judith Zenk, Co-Chair

Date Signed: NOV 03 2011

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

Print Name: Michael Parmelee, Co-Chair

Date Signed: NOV 03 2011

WS 3558

A & I RECEIVED

JUL 02 2015

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS

AND

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCALS #8, #11 & #23, AFL-CIO

FOR THE PERIOD OF

APRIL 1, 2014 THROUGH MARCH 31, 2017



COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCALS #8, #11 & #23 – PACIFIC NW REGIONAL COUNCIL OF CARPENTERS

Employees working less hours than needed to qualify for Employer paid health & welfare shall receive an additional fifteen percent (15%) to wages.

**Section 20.2** In the event the Trustees of either Health Plans, during the term of this Agreement, certify that an increased contribution rate is necessary to maintain the present benefit schedule of said Plan, the Employer agrees to pay the increase.

ARTICLE 21

**RATES OF PAY**

**Section 21.1** The wage scales herein established and shown in Schedule "A" shall be considered minimum wages and shall not prevent the payment of higher wages to any employee whose work may warrant. Employees will be classified in accordance with job assignments and shall be paid not less than the minimum for such classifications in accordance with the table of job classifications and rates of pay in Schedule "A". Employees shall receive wage increases in accordance with the automatic length of service provision in Schedule "A".

**Section 21.2** Any position not covered in 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.

**Section 21.3** Where a person does a combination of any of the above described classifications, the salary shall be based upon the highest paid classification. An employee will not receive pay in a higher classification nor suffer a reduction in salary when cross-training in a particular job classification for thirty (30) calendar days or less.

**Section 21.4** Any employee who is laid-off or has given notice, shall receive all wages due them immediately upon termination of employment. In all other cases, all wages due them shall be paid on the next regular payroll date after termination of employment.

**Section 21.5** The Employer agrees that pay periods will be weekly.

**Section 21.6** Any employee classified as CLASS I or CLASS II who is given the added responsibility of being a *security/key user* for the Carpenters' Ultra System shall receive an additional five percent (5%) differential above the highest rate of pay for their classification.

ARTICLE 22

**PENSION PLANS**

**Section 22.1** Effective April 1, 2014, the Employer shall contribute three dollars (\$3.00) per hour into the Western States Office and 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 five dollars and

thirty-seven cents (\$5.37) to the Western States Office and Professional Employees Pension Fund.

**Section 22.2(a)** Effective April 1, 2015 and for the duration of this Agreement, the Employer shall contribute three dollars (\$3.00) per hour into the Western States Office and 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 five dollars and forty cents (\$5.40) to the Western States Office and Professional Employees Pension Fund.

**Section 22.3** 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 to such payments, under take economic action against such defaulting Employer to enforce prompt payment, and such action shall not be deemed to be in violation of this Agreement of any of the provisions thereof.

**Section 22.4** The Employer agrees to provide payroll deduction for those employees who would like to self contribute to the 401(k) Retirement Fund of the Office & Professional Employees International Union, Local #11 Plan or the OPEIU, Local #8 401(k) Supplemental Retirement Fund. Employees shall have the right to change (increase or decrease) their self-contribution amounts at any time for the duration of this Agreement. Contribution change requests must be provided in writing to the Employer.

## ARTICLE 23

### **GRIEVANCE MACHINERY AND ARBITRATION**

**Section 23.1** A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matters of hours, working conditions and wages, or any dispute between the parties involving interpretation or application of any provision of this Agreement.

**Section 23.2** An aggrieved employee shall present their grievance within thirty (30) working days of its occurrence on the regular grievance form, or such grievance will be deemed waived by the Union and the Employer.

**Section 23.3** In the event of such grievance, the steps hereinafter set forth shall be followed:

Step 1. The employee and the steward/representative or the employee individually shall meet with the Employer within two (2) days of filing the grievance. In the event the grievance is not satisfactorily settled within two (2) working days, the employee and the Steward shall complete and sign a written grievance and forward the grievance to the next step in the procedure.

Step 2. The Union Grievance Committee, composed of two (2) members not from the effected Bargaining Group, the Employer Committee, composed of two (2) members not from the effected Employer group, shall then discuss the grievance. In the event of

failure to reach a satisfactory adjustment within three (3) additional working days. The Joint Committee shall notify the Union and the Employer.

**Section 23.4** If in any of the foregoing steps either party fails to carry out the procedures involved in these steps, the other party may take the dispute to arbitration.

**Section 23.5** The decision of the arbitrator shall be final and binding upon the parties hereto and the arbitrators fee shall be borne equally by the parties.

**Section 23.6** It shall be the intention of the parties to settle all differences between the employees and the Union through grievance machinery and arbitration in accordance with the provisions of this Agreement.

## **ARTICLE 24**

### **SEPARABILITY**

In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or through government regulations or decrees, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

## **ARTICLE 25**

### **PICKET LINES**

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

## **ARTICLE 26**

### **TRAINING**

This Article shall only apply to training approved by the Employer. Such training shall be provided to enhance the skills of employees needed to better perform their duties. Training may be acquired at any Employer approved facility, including Technical and two and four year institutions. Expenses associated with such training shall be paid for by the Employer and may include wages and overtime if appropriate.

## **ARTICLE 27**

### **TERMINATION AND RENEWAL**

This Agreement shall be in full force and effect from April 1, 2014 through March 31, 2017, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCALS #8, #11 & #23 – PACIFIC NW REGIONAL COUNCIL OF CARPENTERS

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.

EXECUTED this 30th day of June 2014.

PACIFIC NORTHWEST REGIONAL  
COUNCIL OF CARPENTERS

Redacted by the U.S.  
Department of the Treasury

By \_\_\_\_\_  
Doug Tweedy /  
Executive Secretary-Treasurer

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCALS #8, #11 & #23

Redacted by the U.S. Department of  
the Treasury

By \_\_\_\_\_  
Suzanne Mode  
Business Manager  
OPEIU Local #8

Redacted by the U.S. Department of  
the Treasury

By \_\_\_\_\_  
Mike Richards  
Executive Secretary-Treasurer  
OPEIU Local #11

Redacted by the U.S. Department of the Treasury

By \_\_\_\_\_  
Maureen Colvin  
Union Representative  
OPEIU Local #11

Redacted by the U.S. Department of the  
Treasury

By \_\_\_\_\_  
Leslie Liddle  
Business Representative  
OPEIU Local #23

Redacted by the U.S. Department of the Treasury

By \_\_\_\_\_  
Stacey Keller  
Bargaining Team Member

Redacted by the U.S. Department of  
the Treasury

By \_\_\_\_\_  
Nichele Smith  
Bargaining Team Member



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

8-8233

**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.

RECEIVED  
JUN 10 2011

1. Employer Information.

Name: Carpenters Local 816  
Contract Person: Stefanie Arriaga  
Address: 22021 7th Ave S, Suite 2  
City, State & Zip: Des Moines, WA 98198  
Telephone: (253) 815-0170

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): Non-profit

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): Carpenters Local 816

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: \_\_\_\_\_

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

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

Lloyd Weatherford  
Financial Secretary  
June 6, 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

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JUN 10 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**

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

Redacted by the U.S. Department of the Treasury

Gary Young/Business Manager IBEW Local 48  
ULUA - President

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

Redacted by the U.S. Department of the Treasury

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

Maureen Colvin /Union Representative  
OPEIU Local 11

Redacted by the U.S. Department of the Treasury

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

Donna Allen/Member  
OPEIU Local 11

Redacted by the U.S. Department of the Treasury

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

Laura Robbins/Member  
OPEIU Local 11

Redacted by the U.S. Department of the Treasury

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

MMC/dmt  
opeiu1/afl-cio



## ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

## **ARTICLE 15. HEALTH AND SANITATION**

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

## **ARTICLE 16. NON-DISCRIMINATION**

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

# MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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

SIGNED this 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

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

Redacted by the  
U.S. Department of  
the Treasury

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

Redacted by the U.S. Department of  
the Treasury

Maureen Bower/Union Representative  
OPEIU Local 11

Redacted by the U.S. Department of the  
Treasury

Brent Timney/Business Manager Cement Masons Local 555  
ULUA-Negotiating Team

Redacted by the U.S.  
Department of the

Sharon Allen/Member  
Local 11

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the Treasury

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Western States Office and  
Professional Employees  
Pension Fund

WS 2162

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: Cement Masons Local 555  
Contract Person: Brett Hinsley  
Address: 12812 NE Marx St  
City, State & Zip: Portland, OR  
Telephone: (503) 232-9341

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: \_\_\_\_\_

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4. Coverage.

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

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

<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): Cement Masons Local 555.

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

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

1 employees covered by the collective bargaining agreement; and

       employees who are not covered by the collective bargaining agreement.

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

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

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

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

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



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

### APPROVAL OF PARTICIPATION AGREEMENT

#### APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

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

Redacted by the U.S. Department of the Treasury

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

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

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

*Brett Hinsley*  
*Business Manager*  
*8/9/11*

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

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

Redacted by the U.S. Department of the Treasury

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

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

Judith Zenk, Co-Chair

NOV 03 2011

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

Redacted by the U.S. Department of the Treasury

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

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

Michael Parmelee, Co-Chair

NOV 03 2011

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WS 1069

# **AGREEMENT**

**Between**

**CHABOT FEDERAL CREDIT UNION**

**and**

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

**September 1, 2014 to December 31, 2017**



## **ARTICLE 16 - PENSION/RETIREMENT PLAN** - continued

### **Western States Office & Professional Employees Pension Fund**

The Employer agrees to contribute into a Trust Fund known as Western States Office & Professional Employees Pension Fund for the account of each eligible employee working under this Agreement, the sum of ninety cents (\$.90) for each hour worked or paid for.

For each hour worked or paid for, the Employer agrees to contribute on behalf of each employee the surcharge amount of seventy-two cents (\$.72) as listed in the Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund, for the life of this agreement. 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 17 - EMPLOYEE TRAINING**

The Employer, upon hiring each employee, shall make known to the employee the duties they are expected to perform, and shall provide instructions as to the policies and procedures of the Credit Union.

Job-related training (including off-site workshops and conferences) that is necessary to perform an employee's job duties, as assigned by the Employer, shall be provided on the employee's paid time. All expenses related to such training shall be paid by the Employer.

## **ARTICLE 18 - SENIORITY AND LAYOFF**

### **Seniority**

Seniority shall be defined as the length of continuous service with the Employer from the last date of hire. When making promotions to higher job classifications, consideration shall be given to seniority when and where applicant qualifications and ability are equal. Voluntary resignation, unauthorized leave, abandonment of position or discharge for cause terminates seniority.

### **Layoff**

In laying off employees, the last person hired shall be the first person laid off, provided those employees remaining have the ability required to perform the remaining work, as determined by the General Manager. In re-employing laid off employees, the last person laid off shall be the first person rehired, provided the employee has the ability necessary to perform the available work, as determined by the General Manager.

Layoffs due to a lack of work do not break seniority, unless such layoffs exceed one (1) year in duration. Employees on layoff shall not accrue seniority during the duration of the layoff.

## ARTICLE 29 - DURATION OF AGREEMENT AND PROVISIONS FOR AMENDMENT

This Agreement, together with all provisions herein set forth shall be effective on September 1, 2014, and shall remain in full force and effect without change, addition or amendment from that date until December 31, 2017.

This Agreement shall continue in full force and effect from September 1, 2014 through December 31, 2017, and shall be renewed from year to year thereafter if neither party to the Agreement gives sixty (60) days written notice of its intent to modify, amend, or terminate the Agreement prior to December 31, 2017. If such notice is given but no successor agreement is reached by December 31, 2017, the parties agree that all terms and conditions of the Agreement shall remain in full force and effect until negotiations are concluded.

In such event, negotiations shall be reopened in order to revise the Agreement. When and where agreed to, any changes made may be incorporated into this Agreement, effective as to the date the parties agree to, including retroactively to the date of expiration of the prior Agreement.

### **CHABOT FEDERAL CREDIT UNION**

Redacted by the U.S. Department of the Treasury

By:

Victor Willits  
Board Negotiator

Date:

2-11-15

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

Redacted by the U.S.  
Department of the Treasury

By:

Tamara R. Rubyn  
President/Business Manager

Date:

5-8-15

Redacted by the U.S.  
Department of the Treasury

By:

Sharon Trethan  
Board Negotiator

Date:

2/11/15

Redacted by the U.S.  
Department of the Treasury

By:

Terry Keller  
Business Representative

Date:

5-8-15

Redacted by the U.S.  
Department of the Treasury

By:

Larry Schaffer  
General Manager

Date:

2/11/15

Redacted by the U.S. Department of the Treasury

By:

Peggy Hanan  
Bargaining Committee Member

Date:

5-7-2015

Redacted by the U.S.  
Department of the Treasury

By:

Mary Born  
Bargaining Committee Member

05/07/2015



**SIDE LETTER OF AGREEMENT**

**Between**

**CHABOT FEDERAL CREDIT UNION**

**And**

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

Pursuant to Article 16 – PENSION/RETIREMENT PLAN, the parties have agree if the Trustees increase the supplemental payment for any reason, during the life of this Agreement, the Employer agrees to pay the added amount, subject to the understanding that any amount paid on behalf of the employees shall be considered in any subsequent Contract Negotiations.

**CHABOT FEDERAL CREDIT UNION**

Redacted by the U.S. Department of the  
Treasury

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

Victor Willits  
Board Negotiator

**APPROVED FEB 10 2015**

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

Redacted by the U.S. Department of  
the Treasury

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

Sharon Trethan  
Board Negotiator

Date: 2/11/15

Redacted by the U.S.  
Department of the Treasury

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

Larry Schaffer  
General Manager

Date: 2/10/2015

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

Redacted by the U.S.  
Department of the Treasury

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

Tamara R. Rubyn  
President/Business Manager

Date: 5-8-15

Redacted by the U.S.  
Department of the Treasury

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

Terry Keller  
Business Representative

Date: 5-8-15

Redacted by the U.S. Department of  
the Treasury

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

Peggy Harlan  
Bargaining Committee Member

Date: 5-7-2015

Redacted by the U.S. Department of  
the Treasury

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

Mary Born  
Bargaining Committee Member

Western States Office and  
Professional Employees  
Pension Fund

WS 10 10 69

FEB 11 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:

CHARBOT FEDERAL CREDIT UNION

Contract Person:

LARRY A. SCHAFER

Address:

7080 DONLON WAY, STE 100

City, State & Zip:

DUBLIN, CA 94568-2788

Telephone:

925 828-1320 K108

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): Federal credit union.

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

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

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

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

6 employees covered by the collective bargaining agreement; and

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

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:

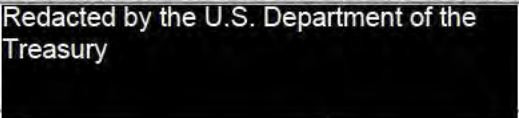
a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

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.**

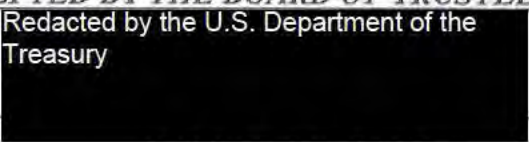
- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

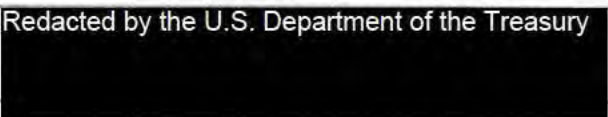
#### APPROVAL OF PARTICIPATION AGREEMENT

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

EMPLOYER SIGNATURE:   
Print Name: LARRY A. SCHAFER  
Title: CEO  
Date Signed: 2/9/11

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

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

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



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.

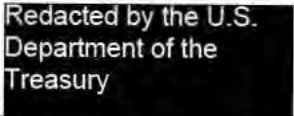
## **ARTICLE 35. DURATION OF AGREEMENT, PROVISIONS FOR AMENDMENT**

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.

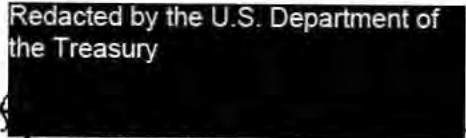
**FOR THE EMPLOYER:**

**ALAMEDA BUILDING & CONST.  
TRADES COUNCIL**

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

Date: 2/23/16

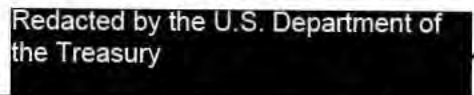
**ALAMEDA LABOR COUNCIL,  
AFL-CIO**

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

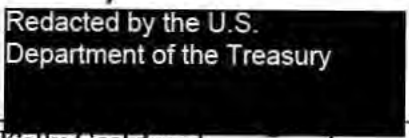
Date: 2/27/16

**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.*

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 Chiver  
Secretary-Treasurer  
Alameda Bldg. & Const. Trades Council

Date: 6/27/16

Redacted by the U.S. Department of the  
Treasury

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

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

WS0169

# Office & Professional Employees International Union | Local 29

## AFL-CIO & CLC

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

### WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

#### AGREEMENT TO ADOPT REHABILITATION PLAN

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

Parties: Office & Professional Employees International Union, Local 29, the "Union; and

Employers under the Alameda Trade Master Agreement (Alameda Labor Council, ATU 192, ATU 1555, Bay Cities Metal Trades Council, Building/Construction Trades Council of Alameda, Bricklayers Apprenticeship Program, CWA 9415, IBEW 595, IBEW JATC, Iron Workers Union Local 378, Work Preservation Fund), the "Employer"

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

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

Effective Date: January 1, 2013

Check applicable line: ☒ Rehabilitation Plan Schedule  
☐ Default Rehabilitation Plan Schedule

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

#### EMPLOYER APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title: Secretary-Treasurer

Date: 4/5/13

Redacted by the U.S. Department of the Treasury

Signature

Title: Exec. Sec. Treas.

Date: 4-5-13

#### UNION APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title: Vice-President / Bus. Rep.

Date: 4/5/13

POS/in/Reim/Adopt2013AlamedaMasterERAs/10wa:9415/afl-cio

7677 Oakport Street | Suite 480 | Oakland, California 94621 | Phone (510) 746-5960 | Fax (510) 746-5977 | www.opecu29.org



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

MAR 11 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: ALAMEDA LABOR COUNCIL  
Contract Person: VICKI CRENSHAW  
Address: 100 HEGENBERGER Rd #150  
City, State & Zip: OAKLAND, CA 94621  
Telephone: 510 632-4242

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): 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): ALAMEDA LABOR COUNCIL.

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.**

MAR 11 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:

JOSIE CAMACHO

Title:

EXECUTIVE SECRETARY - TREASURER

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

# 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**

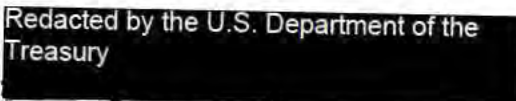
Effective November 1, 2010, the Employer agrees to contribute into the Western States Pension Plan Trust Fund for the account of each employee working under this Agreement, the sum of Four Dollars and Five cents (\$4.05) per hour paid.

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

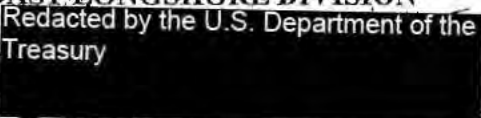
By:   
William E. Adams  
Secretary-Treasurer

Date: 3-6-12

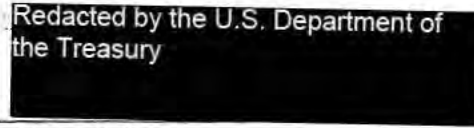
### OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

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

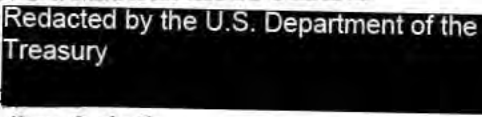
Date: \_\_\_\_\_

**COAST LONGSHORE DIVISION**  
By:   
Leal Sundet  
Coast Committeeman

Date: 3/6/2012

By:   
Terry Keller  
Business Representative

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

**ILWU-PMA BENEFIT PLANS**  
By:   
Ray Ortiz Jr.  
Trustee

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

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

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

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: COAST LONGSHORE DIVISION  
Contract Person: Haydee Lind  
Address: 1188 Franklin Street  
City, State & Zip: San Francisco, CA 94109  
Telephone: (415) 775-0533

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)*: ~~Service (non-profit) 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):  
    3 employees covered by the collective bargaining agreement; and  
    n/a employees who are not covered by the collective bargaining agreement.
  - e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.
  - f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.**
6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:
- a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.
  - b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**



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

#### APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the  
Treasury

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

Print Name: Leal Sundet

Title: Coast Committeeman

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

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

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

Print Name: Michael Parmelee, Co-Chair

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

U.S. RECEIVED

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

Leal Sundet (for the employers)

Redacted by the U.S. Department  
of the Treasury

Terry Keller (for the Union)

# **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<br>(Wages set at 80%<br>of Secretary I classification) | \$18.82       | \$19.32       | \$19.82       |
| Secretary I<br>(File clerk, receptionist,<br>typing & data entry)   | \$23.41       | \$23.91       | \$24.41       |
| Secretary II<br>Office Secretary/Bookkeeper/<br>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

ws 0721

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  
SEP 26 2011

1. Employer Information.

Name:

COLORADO BUILDING & CONSTRUCTION TRADES  
COUNCIL

Contract Person:

Address:

7510 W. MISSISSIPPI AVE., SUITE 240

City, State & Zip:

LAKEWOOD, CO 80226

Telephone:

303) 936-3301

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.



Request from OPEIU Local # 5  
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 COUNCIL.

*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: \_\_\_\_\_

ALDEN N. HALL

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

BUSINESS MANAGER

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

09/02/2011

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

Redacted by the U.S. Department of the Treasury

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

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

Judith Zenk, Co-Chair

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

OCT 26 2011

Redacted by the U.S. Department of the Treasury

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

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

Michael Parmelee, Co-Chair

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

OCT 26 2011

A & I RECEIVED  
SEP 26 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**

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

Redacted by the U.S. Department of the Treasury

Gary Young/Business Manager IBEW Local 48  
ULUA - President

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

Redacted by the U.S. Department of the Treasury

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

Maureen Colvin /Union Representative  
OPEIU Local 11

Redacted by the U.S. Department of the Treasury

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

Donna Allen/Member  
OPEIU Local 11

Redacted by the U.S. Department of the Treasury

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

Laura Robbins/Member  
OPEIU Local 11

Redacted by the U.S. Department of the  
Treasury

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

MMC/dmt  
opeiu1 /afl-cio

## ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 15. HEALTH AND SANITATION**

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

## **ARTICLE 16. NON-DISCRIMINATION**

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



# MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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

SIGNED this 30<sup>th</sup> SEPTEMBER day of August 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

Brent Himsley/Business Manager Cement Masons Local 555  
ULUA-Negotiating Team

Redacted by the U.S. Department of the Treasury

Maureen 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 Antenn/Member  
Local 11

Redacted by the U.S. Department of the Treasury

Laura Gustafson/Member  
Local 11

RECEIVED

1-2011



# AGREEMENT

*Between*

WS0027

**CONSTRUCTION & GENERAL  
LABORERS UNION, LOCAL 185**

*And*

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

**May 1, 2013 – June 30, 2018**



## **ARTICLE XV. EMPLOYEES HEALTH & WELFARE, DENTAL, DRUG & MAJOR MEDICAL**

Employer will provide coverage under the Laborers Health & Welfare Trust Fund of Northern California and to maintain all costs of plan through the life of this Agreement.

## **ARTICLE XVI. PENSION AND ANNUITY**

The Employer agrees to maintain existing benefits under the Western States Office & Professional Employees Pension Fund as described in Section 1 below:

Section 1. The Employer agrees to continue to contribute Three Dollars (\$3.00) per hour into a Trust Fund known as Western States Office & Professional Employee's Pension Fund for the accounts of employees who have accrued pension credits.

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

Section 2.

- a. Effective May 1, 2007, the Employer agrees to increase contributions to the Trust Fund known as the Northern California Laborers Annuity Trust Fund an additional twenty-nine (\$.29) cents per hour for the accounts of employees who have accrued annuity benefits.

## **ARTICLE XVII. LEAVES OF ABSENCE**

Employees may be granted leaves of absence, without pay, for reasonable periods of time. Conditions of leaves of absence shall be by mutual agreement between the Employer and the employee.

## **ARTICLE XVIII. BOARD OF ADJUSTMENT**

All disputes, complaints or grievances arising out of this Agreement shall be first taken up between the Union and the Employer, and failing satisfactory settlement thereof, either side shall refer such dispute, complaint or grievance to the Adjustment Board established by this Article. In cases of discharge only, any such complaint or grievance shall be called to the attention of the Employer and the Union within five (5) days after such discharge. In the absence of such notification, such discharge shall not be considered by the Adjustment Board.

A grievance shall be deemed waived by an employee and the Union, unless such grievance is presented, in writing, by the employee or a Steward, in accordance with the following procedure:

## **ARTICLE XX. NO STRIKE, NO LOCKOUT**

The Union agrees there will be no work stoppage, picketing, slow down, cessation of work, or strike of any kind by members of the bargaining unit during this Agreement. The Union shall have unlimited liability for any expenses incurred by the Employer due to the Union's violation of this Agreement or actions of its members. The Employer agrees there may be no lockout during the term of this Agreement.

## **ARTICLE XXI. DURATION OF AGREEMENT**


Section 1. The term of this Agreement shall commence on the 1<sup>st</sup> day of May 2013 and continue until the 30<sup>th</sup> day of June 2018, and shall be automatically extended from year to year thereafter unless either party desiring to negotiate a new Agreement shall notify the other party, in writing, no less than sixty (60) days prior to the termination date.

Section 2. If such notice is given by either party of the desire to negotiate a new Agreement, then the party receiving such notice may, not later than forty-five (45) days prior to the termination date, notify the other party, in writing, of its desire to negotiate a new Agreement.

Section 3. Negotiations upon a new Agreement shall begin by mutual agreement and may continue until a new Agreement is reached and, during said negotiations, this present Agreement shall remain in full force and effect, except that during such negotiations subsequent to the expiration date hereof, either party may, on five (5) days' written notice to the other, terminate this Agreement.

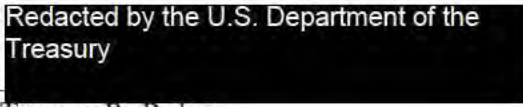
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

### **CONSTRUCTION AND GENERAL LABORERS UNION, LOCAL 185**

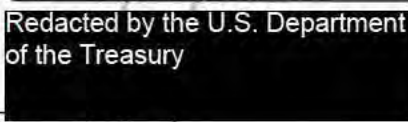
By:   
Doyle S. Radford  
Business Manager/Secretary-Treasurer

Date: 7-24-13

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

By:   
Tamara R. Rubyn  
President/Business Manager

Date: 8/14/13

By:   
Terry Keller  
Business Representative

Date: 8-14-13

# Office & Professional Employees International Union | Local 29

## AFL-CIO & CLC

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

**RECEIVED**

AUG 12 2013

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION PLAN **OPEN 29**

### AGREEMENT TO ADOPT REHABILITATION PLAN

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

Parties: LABORERS LOCAL 185, the "Union; and  
Office & Professional Employees  
International Union, Local 29, the "Employer"

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

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

Effective Date: MAY 1, 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: Business Representative

Date: 8-14-13

#### UNION APPROVAL

Redacted by the U.S. Department of the Treasury

Signature /

Title: Business Manager

Date: 8-3-13

PGS/Im(RehabAdopt2012)  
cwa:9415/afl-cio



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

**FEB 14 2011**

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**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: Construction and General Laborers Union Local 185  
Contract Person: Doyle S. Radford  
Address: 1320 National Dr.  
City, State & Zip: Sacramento, CA 95834  
Telephone: (916) 928-8300

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

<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**

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

Print Name: Doyle S. Radford

Title: Secretary-Treasurer/Business Manager

Date Signed: 02-10-2011

**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

# **COLLECTIVE BARGAINING AGREEMENT**

by and between

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

and

**COMMUNICATIONS WORKERS OF AMERICA  
LOCAL UNION 7777**



May 1, 2014  
to and including  
April 30, 2017



those hours previously paid for Worker Compensation illness shall be re-adjusted accordingly.

- 8.10** Employees who suffer from extended illness or injuries and who have exhausted all of their incidental illness bank of hours, serious illness bank of hours, vacation time, and earned work time may, with management approval, be offered the use of other bargaining unit employees serious illness bank of hours.

## **ARTICLE 9 – HEALTH AND WELFARE**

- 9.1** The Employer shall make contributions to the OPEIU Locals 30/537 Health Fund or any other health and welfare plan mutually agreed upon by the employees and the Employer. The Employer will pay the cost of coverage up to one thousand one hundred thirty four dollars (\$1,134.00) per month for its employees covered by the Plan. Should the carrier of the insurance be changed, the Employer reserves the right to discuss with the Union the cost of coverage.
- 9.2** The Employer contribution as provided herein shall be made on eligible employees on the effective date, except for employees serving the thirty (30) day probationary period. The contribution for probationary employees shall start on the first of the month following the thirty (30) day probationary period.
- 9.3** The Employer shall continue payments for the first sixty (60) days for any employee on sick leave or personal leave of absence, or who is on a temporary layoff status. After sixty (60) days, the employee shall make provision for the payment of the full amount of the contribution which is to be then paid by the employee.
- 9.4** When an employee is injured on the job, the Employer will continue to make monthly contributions for eighteen months after the injury occurs.
- 9.5** This shall apply to all employees not presently covered by another health and welfare plan which is Employer-paid, and such employees currently covered by another Employer-paid health plan shall have the option of continuing under their old plan, changing to the Office Employees Health Benefit Fund Plan or any other plan mutually agreed upon by the employees and the Employer.
- 9.6** Regularly scheduled part-time employees who work over twenty-five (25) hours per week shall be covered by the provisions of this Article.

## **ARTICLE 10 – PENSION**

- 10.1** 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 one dollar and seventy cents (\$1.70) per hours paid for.



The Employer contribution, as provided herein, shall be made on eligible employees on the effective date, except for the employees serving the 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.

- 10.2** If an employee is injured on the job, the Employer shall continue to pay the required contributions for a period of eighteen (18) 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 sixty (60) working days, the Employer will not be required to pay into the Fund after the first sixty (60) days until the employee returns to work.
- 10.3** Regular part-time employees who work over twenty-five (25) hours per week, shall be covered by the provisions of this Article.
- 10.4** 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 10.1.

## **ARTICLE 11 – CLASSIFICATIONS AND WAGES**

- 11.1** Effective June 1, 2014 employees shall be paid the following minimum scale of wages:

| <b><u>Classification</u></b>                                   | <b><u>Per Week</u></b> |
|--|------------------------|
| <b><u>Full Charge Bookkeeper or Systems Administration</u></b> |                        |
| 0-6 months   | \$737.80               |
| 6-12 months  | \$787.85               |
| 12-18 months   | \$839.30               |
| 18-24 months   | \$890.05               |
| Thereafter   | \$935.90               |
| <b><u>Office Secretary</u></b>                                 |                        |
| 0-6 months   | \$696.10               |
| 6-12 months  | \$743.56               |
| 12-18 months   | \$791.76               |
| 18-24 months   | \$839.59               |
| Thereafter   | \$883.00               |

## **ARTICLE 25 – UNION LABEL**

- 25.1** The OPEIU Logo is the exclusive property of Office and Professional Employees International Union, Local 30 and may be used only by members of OPEIU on documents which are produced and/or processed by members of OPEIU Local 30.

## **ARTICLE 26 – DISCIPLINE PROCEDURE**

- 26.1** In the administration of this Article, a basic principle shall be that discipline should be corrective in nature rather than punitive. No employee may be disciplined or discharged except for just cause such as, but not limited to insubordination, pilferage, intoxication (drugs or alcohol), incompetence, failure to perform work as requested, or failure to observe safety rules and regulations. Any such discipline or discharge shall be subject to the grievance and arbitration procedure provided for in this Agreement, which could result in reinstatement and restitution, including back pay.

## **ARTICLE 27 – EMPLOYEE DIGNITY**

- 27.1** The Employer agrees that it is important and in the best interest of both parties to refrain whenever possible from any actions that would harm the personal dignity of an employee or that would tend to lower an employee in the esteem of other employees. The Employer will use its best efforts to hold in private any discussion of discipline of an employee or of deficiencies in any employee's performance. If a discussion with an employee is considered to be a disciplinary discussion, it will be so stated and a Union representative will be present unless the employee specifically requests that a Union representative not be present.

## **ARTICLE 28 – TERM OF AGREEMENT**

- 28.1** This Agreement shall be in full force and effect from the first day of May, 2014 to and including the thirtieth day of April, 2017.
- A) Both parties agree that contact will be made between February 15 and February 22 of each year thereafter to inform the other party of either their interest in opening the contract for negotiations or their intent to extend the contract for another year.
  - B) Should either party choose to change or amend this Agreement, they shall notify the other party in writing, specifying the changes desired, no later than March 2 of any year following the expiration of this Agreement. Changes in this Agreement shall be limited to those outlined in writing, and all items of the Agreement not specifically set forth in the written notice shall be regarded as automatically renewed.



- C) 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, 2016 to amend the cost of health and welfare as well as the wages 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.

28.2 Negotiations shall begin within fifteen (15) day after receipt of such notice unless such time is extended by mutual agreement.

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

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

Title: Executive Director/CFO

Date: 9-9-14

**COMMUNICATIONS WORKERS  
OF AMERICA LOCAL #7777**

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

Title: President

Date: 9/11/14

/opeiu#30  
afl-cio

/opeiu30  
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.

FEB 11 2011

1. Employer Information.

Name: Communications Workers of America Local 7777  
Contract Person: DAVE E. FELLER  
Address: 2840 S. VALLEJO ST.  
City, State & Zip: ENGLEWOOD, CO 80110  
Telephone: 303-781-8700

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): CWA 7777.

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**

EMPLOYER SIGNATURE:

Redacted by the U.S. Department of the Treasury

Print Name:

*Dale E. Fellen*

Title:

*Secretary - Treasurer*

Date Signed:

*02/08/2011*

**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



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

---

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MASTER TRADE SECTION**

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

**FOR THE PERIOD OF**

**APRIL 1, 2016 THROUGH MARCH 31, 2019**

## ARTICLE 15

### PENSIONS

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

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

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

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

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

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

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



ARTICLE 22

TERMINATION AND RENEWAL

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

EXECUTED at Seattle, Washington this \_\_\_\_\_ day of July 2016.

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

By \_\_\_\_\_  
Redacted by the U.S. Department of the Treasury

Suzanne Mode  
Business Manager

By \_\_\_\_\_  
Redacted by the U.S. Department of the Treasury

David Ciprut, REBOUND  
Bargaining Committee

By \_\_\_\_\_  
Redacted by the U.S. Department of the Treasury

Fred Hutchins, IBEW Local 77  
Bargaining Committee

By \_\_\_\_\_  
Redacted by the U.S. Department of the Treasury

Traci Miller, Heat & Frost Insulators Local 7  
Bargaining Committee

By \_\_\_\_\_  
Redacted by the U.S. Department of the Treasury

Carol O'Neill, Sprinkler Fitters Local 699  
Bargaining Committee

By \_\_\_\_\_  
Redacted by the U.S. Department of the Treasury

Tyler Walser, IBEW Local 77  
Bargaining Committee

FOR THE MASTER TRADE SECTION

By \_\_\_\_\_  
Redacted by the U.S. Department of the Treasury

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

By \_\_\_\_\_  
Employer

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

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FEB 23 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: COMMUNICATIONS WORKERS OF AMERICA LOCAL 7800  
Contract Person: DEBBIE STEVENS  
Address: 2122 THIRD AVE  
City, State & Zip: SEATTLE WA 98121  
Telephone: (206) 441-7800

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): N/A
  - c. Employer elects to participate in the Plan as a contributing employer.
  - d. Employer now has the following employees (insert number):  
1 employees covered by the collective bargaining agreement; and  
           employees who are not covered by the collective bargaining agreement.
  - e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.
  - f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.**
6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:
- a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.
  - b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**

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

**APPROVAL OF PARTICIPATION AGREEMENT**

**APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER**

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

Redacted by the U.S. Department of the Treasury

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

DEBBIE STEVENS

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

SECY/TREAS

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

2/22/11

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

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

Redacted by the U.S. Department of the Treasury

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

Judith Zenk, Co-Chair

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

NOV 03 2011

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

Redacted by the U.S. Department of the Treasury

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

Michael Parmelee, Co-Chair

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

NOV 03 2011



OPEIU LOCAL 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  
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



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**

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

Redacted by the U.S. Department of the Treasury

Gary Young/Business Manager IBEW Local 48  
ULUA - President

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

Redacted by the U.S. Department of the Treasury

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

Maureen Colvin /Union Representative  
OPEIU Local 11

Redacted by the U.S. Department of the Treasury

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

Donna Allen/Member  
OPEIU Local 11

Redacted by the U.S. Department of the Treasury

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

Laura Robbins/Member  
OPEIU Local 11

Redacted by the U.S. Department of the  
Treasury

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

MMC/dmt  
opeiu1/afl-cio



## ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 15. HEALTH AND SANITATION**

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

## **ARTICLE 16. NON-DISCRIMINATION**

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

# MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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

SIGNED this 30<sup>th</sup> SEPTEMBER day of August 2010.

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

Maureen Bower/Union Representative  
OPEIU Local 11

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

Sharon Allen/Member  
Local 11

Redacted by the U.S. Department of the Treasury

Maddyn Elder/President CWA Local 7901  
ULUA-Negotiating Team

Redacted by the U.S. Department of the Treasury

Laura Gustafson/Member  
Local 11

Redacted by the U.S. Department of the Treasury

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

RECEIVED

2-1-2011



A & I RECEIVED

AUG 11 2011

MEMORANDUM OF UNDERSTANDING  
between  
COMMUNICATION WORKERS OF AMERICA LOCAL 7901  
UNITED LABOR UNION ASSOCIATION  
and the  
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

This Memorandum of Understanding is entered into between the Communication Workers of America Local 7901 and the Office & Professional Employees International Union, Local 11 and specifically shall be in accordance with Article 14 Retirement Plans within the Collective Bargaining Agreement for United Labor Union Association and solely for membership employed by the Communication Workers of America Local 7901.

It is mutually agreed by all parties that the Employer agrees to continue a contribution of three dollars and ninety-nine cents (\$3.99) and in addition the surcharge amount listed in the Supplemental Contribution Schedule, per compensable hour, on behalf of each employee into the Western States Office & Professional Employees Pension Fund.

Be it further agreed that should there be any changes to the Supplemental Contribution Schedule the Employer shall adopt the newest schedule presented by the Trustees of the Western States Office & Professional Employees Pension Fund. Should the Western States Office & Professional Employees Pension Fund release the Employer from the obligation to pay according to the Supplemental Contribution Schedule, then the minimum pension contribution amount of three dollars and ninety-nine cents (\$3.99) per compensable hour shall be in full force and effect.

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

Agreed to on this 9th of August 2011.

Redacted by the U.S. Department of the Treasury

Madelyn Elder/President  
CWA Local 7901

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

Maureen/Colvin-Bower/Union Representative  
OPEIU Local 11

MCB/hg  
opeiu11  
all-cio  
Comm Workers 7901 MOU for WSP Revised



Western States Office and  
Professional Employees  
Pension Fund

Employer  
Participation  
Agreement

W 2220

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: COMMUNICATIONS WORKERS OF AMERICA #7901  
Contract Person: MADelyn ELDER  
Address: 10011 SE DIVISION ST Suite 302  
City, State & Zip: PORTLAND OR 97266  
Telephone: 503-238-6666

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: \_\_\_\_\_

A & I RECEIVED  
AUG 10 2011

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): Same as "NAME".
  - 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  
3 "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: \_\_\_\_\_

MADELYN ELDER

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

PRESIDENT, LOCAL 7901

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

AUGUST 9, 2011

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

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

Redacted by the U.S. Department of the Treasury

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

Judith Zenk, Co-Chair

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

NOV 03 2011

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

Redacted by the U.S. Department of the Treasury

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

Michael Parmelee, Co-Chair

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

NOV 03 2011

A&I RECEIVED  
AUG 10 2011

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**

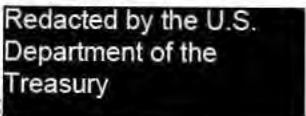
This Agreement, together with all provisions herein set forth, shall continue in full force and effect from July 1, 2014 through June 30, 2016 and shall continue in full force and effect thereafter from year to year unless either party has served the other party written notice of its desire to change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



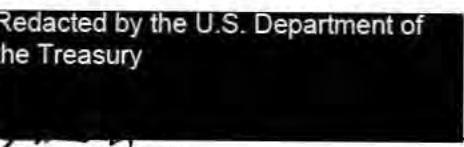
**FOR THE EMPLOYER:**

**ALAMEDA BUILDING & CONST.  
TRADES COUNCIL**

By:   
Andreas Cluver  
Secretary-Treasurer

Date: 2/23/16

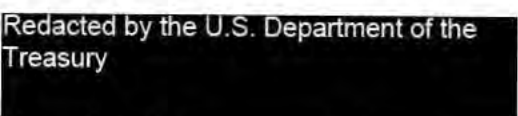
**ALAMEDA LABOR COUNCIL,  
AFL-CIO**

By:   
Josie Camacho  
Executive Secretary-Treasurer

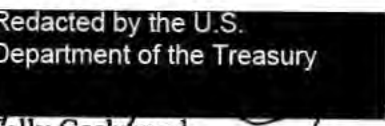
Date: 2/27/16

**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.*

Redacted by the  
U.S. Department

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

MAR 08 2011

WSO153  
29-6774 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: OPEIU Local 29  
Contact Person: TAMARA R. RUBY, President / Business Manager  
Address: 1321 HARBOUR Bay Parkway Suite 109  
City, State & Zip: ALABAMA OH 94502  
Telephone: 510 495 1424

2. Local Information.

Employer has a collective bargaining agreement with Local Union 9415 (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 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):  
3 employees covered by the collective bargaining agreement; and  
7 employees who are ~~not~~ covered by the collective bargaining agreement.
  - e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.
  - f. Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.
6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:
- a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.
  - b. Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.

MAR 08 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: \_\_\_\_\_

##### 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

MAR 08 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

WS0645

**AGREEMENT**

**Between**

**COMMUNICATIONS WORKERS OF AMERICA,  
LOCAL 9423**

**And**

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

**October 1, 2013 - September 30, 2016**



**ARTICLE 10. CLASSIFICATIONS & MINIMUM WAGE SCALES** - continued

| Classification  | Per Hour | Per Week   |
|---|----------|------------|
| <b>ASSISTANT OFFICE COORDINATOR</b>   |          |            |
| Effective 10/1/2013   | \$31.11  | \$1,088.85 |
| Effective 10/1/2014   | 31.73    | 1,110.55   |
| Effective 10/1/2015   | 32.36    | 1,132.60   |
| In addition, does one (1) or more of the following duties: Performs general office work in relieving an executive of clerical duties, writes correspondence on own initiative, handles matters of a confidential nature, and performs related duties as required. |          |            |

| Classification   | Per Hour | Per Week   |
|--|----------|------------|
| <b>ADMINISTRATIVE ASSISTANT</b>  |          |            |
| Effective 10/1/2013  | \$32.68  | \$1,143.80 |
| Effective 10/1/2014  | 33.33    | 1,166.55   |
| Effective 10/1/2015  | 34.00    | 1,190.00   |
| Performs duties as outlined above. In addition, is one who has been designated the authority to manage the office. The Administrative Assistant shall receive five percent (5%) above the Assistant Office Coordinator classification. |          |            |

The above increases will be added to the hourly wage rates unless the Union notifies the Employer to allocate a portion of the increases to the Health and Welfare and/or Pension Funds.

Nothing shall prevent the Employer from paying higher than the minimum herein set forth.

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.

All regular part-time employees shall receive all of the benefits of the Agreement on a pro rata basis. An employee who is required to provide training services to other employees or staff of CWA 9423 shall be paid a six percent (6%) differential above their regular rate of pay for all time spent on such training, providing said training has been authorized in advance by management.

Training pay will be made in hourly increments.

**ARTICLE 11. PENSION PLAN**

The Employer will contribute into a Trust Fund, known as Western States Office & Professional Employees Pension Fund, for the account of each eligible full-time employee working under this agreement, for all straight time hours including vacation, sick, and holidays, the continued sum of Five hundred Forty Nine Dollars and Three cents (\$549.03).

Effective October 1, 2007, Three Dollars and Sixty-Two cents (\$3.62) per hour up to a maximum of Five Hundred Forty Nine Dollars and Three cents (\$549.03).



#### **ARTICLE 11. PENSION PLAN** – continued

Upon expiration of the Supplemental Employee Contribution Schedule, the Employer contribution will revert to the previous contribution of Three Dollars and Sixty-Two cents (\$3.62) per hour up to a maximum of Five Hundred Forty Nine Dollars and Three cents (\$549.03) per month.

#### **ARTICLE 12. DISCIPLINE AND DISCHARGE/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 (1) week's pay in lieu thereof. Any employee of over six (6) months' continuous service who may be discharged or laid off shall be given two (2) weeks' notice in writing or two (2) weeks' pay in lieu thereof.

This clause shall not apply when the discharge is because of dishonesty or misconduct. It shall be a reciprocal obligation and a matter of good faith on the part of the employee to give one (1) week's notice in writing after three (3) months' service or two (2) weeks' notice in writing after six (6) months' service in the case of an intended resignation.

- (b) In the event an employee terminates for any reason after six (6) months' employment, s/he shall be entitled to prorated vacation pay from the Employer in addition to said two (2) weeks' notice.
- (c) In cases of discharge or layoff of employees of six (6) months' continuous service, good or sufficient reason shall be given the Union two (2) weeks prior to the date of termination of employment, unless the Employer elects to provide pay in lieu of notice, in which case the Union shall be notified within seventy-two (72) hours of notice to employee.
- (d) The Employer shall have the right to discharge any employee for good and sufficient reasons, but no employee shall be discharged or discriminated against by reason of Union membership or Union activities.

The Employer agrees to the concept of progressive discipline. Before an employee is discharged for in competency or failure to perform work as required, s/he shall have received at least a verbal counseling, a verbal warning, a written warning and a suspension. No employee shall progress to the next step of discipline unless s/he has been given a reasonable period of time to correct such complaint or complaints. Upon correction, a letter so stating shall be placed in the employee's personnel file with a copy to the employee. This shall not restrict the Employer's right to proceed to the next step or to take immediate discharge or suspension action in the case of serious or gross misconduct. Letters of complaint shall be invalid after a period of six (6) months and removed from the employee's personnel file.

A copy of any warning letter or notice of suspension shall be given to the Union. The Employer shall notify the Union, in writing, within seventy-two (72) hours after the discharge of an employee, of the reasons for the discharge.

**ARTICLE 27. DURATION OF AGREEMENT AND PROVISION FOR AMENDMENT**

This Agreement, together with all provisions herein set forth, shall continue in full force and effect from October 1, 2013 until September 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.

**COMMUNICATIONS WORKERS OF  
AMERICA, LOCAL 9423, AFL-CIO**

Redacted by the U.S. Department of the  
Treasury

By:

Stephanie Olvera  
President

Date:

12-13-13

By:

Redacted by the U.S. Department of the  
Treasury

~~Eva Lindberg~~  
Secretary-Treasurer

Date:

12-10-2013

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

Redacted by the U.S. Department of the  
Treasury

By:

Tamara R. Rubyn  
President/Business Manager

Date:

1/13/14

By:

Redacted by the U.S. Department of  
the Treasury

Terry Keller/  
Business Representative

Date:

1-13-14

By:

Redacted by the U.S. Department of  
the Treasury

Kelly Sakamoto  
Committee Member

Date:

12/18/2013

TK/Im(cwa49613)  
cwa:9415/afl-cio

INTERIM PENSION AGREEMENT

Board of Trustees  
 Western States Office & Professional  
 Employees Pension Fund  
 4695 Chabot Drive, Suite 202  
 P. O. Box 668  
 Pleasanton, CA 94566

Gentlemen:

This is to advise that the undersigned employer and the undersigned union  
 agreed on 9/28/92 effective 10/1/92  
 to a collective bargaining agreement which among other things provide for  
 contributions to the Western States Office and Professional Employees Pen-  
 sion Fund in the amount of See per Below on behalf of  
 each employee covered thereby.

This letter is sent to you pursuant to appropriate federal law so that you  
 can receive and credit contributions until such time as you are provided  
 with a signed collective bargaining agreement. Needless to say, each of  
 the undersigned agrees to be bound by all provisions of your Trust Agreement.

EMPLOYER

029- 0647

By:

C.W.A. #9423  
902 NEW HALL  
SAN JOSE, CA. 95126  
 (Company Name)

UNION

By:

O.P.E.I.U. #29  
80 Swan Way #150  
Oakland, CA 9462  
 (OPEIU Local #)

effective 10/1/92: 318.50 per month  
 " 10/1/93: 341.25 per month  
 " 10/1/94: 364.00 per month

Redacted  
 by the  
 U.S.  
 Department  
 of Justice