

ARTICLE IX. PENSION PLAN - continued

Effective February 1, 2008, the Employer shall contribute the amount of Fifty One Dollars (\$51.00) per month into the qualified 401(k) account of each bargaining unit employee.

ARTICLE X. HEALTH & WELFARE PLAN

(a) Effective July 1, 2016, the Employer agrees to pay the premium on each employee and dependents for the Office & Professional Employees Welfare Fund, Plan IVa, which includes Medical, Dental Plan, Life Insurance, \$20,000, Major Medical, Kaiser group 328 plan, Vision Care, Prescription Drug and Accidental Death and Disability coverage. It is agreed that to be eligible for coverage an employee must have been paid for not less than seventy (70) hours in the previous calendar month. Employer agrees to pay the entire cost of the present schedule of benefits of the Plan chosen by the employee for the employee for the employee and employee's dependents, and to maintain such schedule of benefits during the life of this Agreement, and agrees to pay any increases to the Welfare Fund in order to maintain the benefits.

(b) If an employee with two (2) years' or more service is off due to illness or accident, the employee's health and welfare coverage shall be extended by the Employer for six (6) months.

(c) Any employee covered by a health and welfare plan paid by the Employer more beneficial than the Plan established by the Office and Professional Employees Union, Local 29, may choose to retain such plan.

ARTICLE XI. SICK LEAVE

(a) After having served two (2) months, an employee is entitled to one and one-half (1-1/2) days per month sick leave with full pay dating from anniversary of date of employment.

(b) Unused sick leave shall be cumulative but no more than thirty (30) days of sick leave pay shall be paid during the employee's work year.

(c) Sick leave shall be integrated with the employee's State Disability Insurance. The Employer will pay an amount which added to the State Disability Benefit will equal the employee's regular wage. Only that amount of sick leave paid by the Employer shall be charged against the employee's sick leave credit.

(d) When an employee has been absent from work for more than three (3) working days as a result of illness or injury, reasonable proof of such illness or injury must be submitted by the employee, if requested by the Employer, before sick leave benefits will be paid.

ARTICLE XXVI. VALIDITY OF AGREEMENT

Should any portion of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

The Employer and the Union further agree that if and when any provision of this Agreement is held or determined to be illegal or void, they will promptly enter into negotiations concerning the substance thereof.

ARTICLE XXVII. DURATION OF AGREEMENT AND PROVISIONS FOR AMENDMENT

This Agreement, together with all provisions herein set forth, shall become effective July 1, 2016, and shall continue in full force and effect until June 30, 2019, and shall continue in full force and effect thereafter from year to year provided that either party who may desire a change for any year's terms shall give the other party notice in writing of the desired changes at least sixty (60) days prior to the anniversary date of this Agreement in any one (1) year. The anniversary date shall be July 1st of any one year. In such event, negotiations shall be re-opened 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.

The Union shall notify the Employer in writing twenty-four (24) hours prior to striking, of its intention to do so.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal this _____ day of _____, 2016.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 180

Redacted by the U.S. Department of the
Treasury

By:

Dan Broadwater
Business Manager

Date:

6-8-16

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

Redacted by the U.S. Department of the
Treasury

By:

Tamara R. Rubyn
President/Business Manager

Date:

6/10/16

Redacted by the U.S. Department of the
Treasury

By:

Terry Keller
Business Representative

Date:

6-10-16

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

29-8010
FEB 15 2011

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: IBEW LOCAL 180
Contract Person: DAN BROADWATER
Address: 720 TECHNOLOGY WAY
City, State & Zip: NAPA CA 94558
Telephone: 707 251 9180

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.

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

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

a. Employer is a (insert form of business): ELECTRICAL UNION.

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): IBEW LOCAL 180.

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

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

1 employees covered by the collective bargaining agreement; and

 employees who are not covered by the collective bargaining agreement.

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

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

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

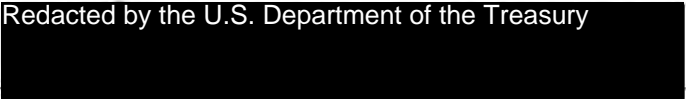
a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

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

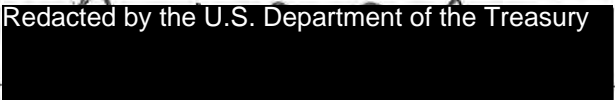
- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

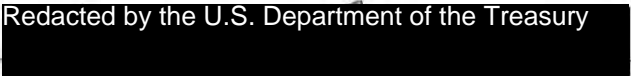
APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: 
Print Name: DAN R BROOKHARTER
Title: BUSINESS MANAGER
Date Signed: 2/10/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: 
Print Name: Judith Zenk, Co-Chair
Date Signed: NOV 03 2011

CO-CHAIR SIGNATURE: 
Print Name: Michael Parmelee, Co-Chair
Date Signed: NOV 03 2011

WS 0512

COLLECTIVE BARGAINING AGREEMENT

between

**International Brotherhood of Electrical Workers,
Local No. 266**

and

**Office & Professional Employees International Union,
Local No. 30**



May 1, 2012 through April 30, 2017

RETIREMENT HEALTH & WELFARE - ARTICLE XVI – Continued

- Section 2. An employee with fifteen (15) or more years of service and has reached the age of 55 years of age, IBEW Local Union No. 266 will pay 100% of the Health Insurance upon retirement.

PENSION - ARTICLE XVII

- Section 1. **Effective May 1, 2012**, the Employer agrees to contribute to Western States Office and Professional Employees Pension Trust Fund a contribution on behalf of each eligible employee in the amount of two dollars and seventy cents (\$2.70) per hour worked.

Effective with the May 1, 2012 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 Employers from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in Article XVII Section 1

Effective May 1, 2013, increase amount to \$2.90 per hour worked

Effective May 1, 2014, increase amount to \$3.10 per hour worked.

Effective May 1, 2015, increase amount to \$3.30 per hour worked

Effective May 1, 2016, increase amount to \$3.50 per hour worked

Pension shall be paid on all time paid in accordance with Article VII, Section 4. The Employer contribution, as provided herein, shall be made on eligible employees on the effective date. The contribution for probationary employees shall start on the first of the month following their six (6) month probationary period.

- Section 2. Regular part-time employees who work over eighty (80) or more hours per month shall be covered by the provisions of this Article.

SEVERABILITY - ARTICLE XVIII

If any provision of this Agreement shall be held invalid or in conflict with the law, the remainder of the Agreement shall not be affected thereby, and any such provision declared invalid shall be re-negotiated by the Union and the Employer.

WAGE SCALES - ARTICLE XIX

- Section 1. The Employer agrees to pay not less than the minimum hourly wage scale shown in Exhibit "A" of this Agreement.
- Section 2. It is expressly agreed that the wage scales herein provided are minimum scales. Nor can it be construed that an employee may not obtain a salary above minimum, be granted an increase in pay before specified, or be advanced or promoted in the service of the Employer.
- Section 3. In the event an employee of the highest labor grade is off for a least one(1) day due to sickness, vacation, leave of absence, bereavement, etc., the employee in the next highest labor grade will receive that rate of pay when performing the actual duties associated with those functions and responsibilities.
- Section 4. The parties agree to a reopener in 2014 to determine wages only for 2014, 2015, and 2016.

HIRING HALL PROCEDURES - ARTICLE XX

The Employer will interview no more than five (5) applicants. If the Union cannot supply the required qualified applicant, the Employer has the right to interview outside of the Union.

401(k) - ARTICLE XXI

The Employer agrees to match employee contributions to the IBEW 401(k) plan up to 5% of salary on behalf of each bargaining unit employee participating in the IBEW 401(k) plan. The plan will be the same as is in effect for all Collective Bargaining participants.

The match for probationary employees shall start when the employee has completed their six (6) months probationary period.

STEWARD TRAINING - ARTICLE XXII

The employer agrees to allow Union Stewards to attend steward training once each year with pay.

DURATION - ARTICLE XXIII

This Agreement shall be in full force and effect from May 1, 2012, and shall remain in force until April 30, 2017 and thereafter until either party hereto shall give the other party ninety (90) days written notice.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized signatures to be subscribed hereto on the day and year first above written.

Approved by Employer Negotiating Committee:

Redacted by the U.S. Department of the Treasury

Pamela J. Cornelissens,
Business Manager

Date

5/9/12

Office and Professional Employees International
Union, Local No. 30

Redacted by the U.S.
Department of the Treasury

Walter Allen, Jr.
Executive Director/CFO

Date

5/14/12

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

SAMPLE LANGUAGE ADOPTING THE REHABILITATION PLAN

THIS LANGUAGE MAY BE USED FOR STAND ALONE AGREEMENTS OR
INCORPORATED INTO A COLLECTIVE BARGAINING AGREEMENT

AGREEMENT TO ADOPT REHABILITATION PLAN

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

Parties: OPEIU Local 30., the "Union; and
IBEW Local Union 266, the "Employer"

Effective Date: May 1, 2012

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

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

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

2. The Employer agrees to contribute 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 Manager
Financial Secretary

Date: May 9, 2012

UNION APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title: EXEL. DIRECTOR

Date: MAY 14, 2012

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

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: IBEW Local 266
Contract Person: Kelly Lasker
Address: 1165D N. 36th St
City, State & Zip: Phoenix, AZ 85008
Telephone: 602-275-6222

2. Local Information.

Employer has a collective bargaining agreement with Local Union 266 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a (insert form of business): Local Union 2166
NON Profit org.

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

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

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

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

2 employees covered by the collective bargaining agreement; and

_____ 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.**

AGREEMENT

Between

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 302**

And

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

November 1, 2015 – October 31, 2018



ARTICLE IV. JURY DUTY PAY

Section 1. Subject: Interpretation of Pay for Jury Duty

The following is the interpretation to be applied to the application of Jury Pay as set forth:

Employees who are called for examination for Jury Duty, or who serve on Jury Duty by being impaneled in a jury box and actively serving as a juror, shall be reimbursed the difference between Jury Pay and the straight-time pay lost under the qualifications set forth below:

- (a) Day shift employees called for Jury Duty or examination and excused by the court prior to 12:00 noon shall return to work for the balance of the day shift and shall be paid the difference between the jury pay or examination pay, if any, and the straight-time pay lost.
- (b) Employees will present proof of service, including time served and amount of pay received.
- (c) Pay for Jury Duty shall not apply in any case where an employee voluntarily seeks Jury Duty.

ARTICLE V. GROUP HOSPITALIZATION, DENTAL, DRUG & VISION TRUST FUND

Employees who work seventy (70) or more hours each calendar month shall be covered by this Article "Trust Agreement."

Self-Funded Comprehensive Medical or HMO, Dental Plan C, Life Insurance of Twenty Thousand Dollars (\$20,000), Major Medical, Vision Care B, Prescription Drug, Long-Term Disability Coverage. These plans are under Coordination of Benefits.

There shall be no cash paid in lieu of fringes as established in this Article, except as agreed to in Addendums.

Employer agrees to pay the entire cost of the Plan for the employee and employee's dependents as may be determined by the Trustees of the Plan as needed to maintain such schedule of benefits during the life of this Agreement.

ARTICLE VI. WESTERN STATES OFFICE & PROFESSIONAL EMPLOYEES PENSION

Section 1.

The sole obligation of the Employer Subscriber to the Trust shall be to pay a monthly premium of Five Hundred Twenty Dollars (\$520.00), per employee.

**ARTICLE VI. WESTERN STATES OFFICE & PROFESSIONAL EMPLOYEES
PENSION - continued**

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

Employees working less than seventy (70) hours monthly shall not have contributions made by the Employer to the Pension Fund. Employees working more than seventy (70) hours shall have contributions made by the Employer to the Pension Fund in the amount of the contributions equal to time worked.

There shall be no cash paid in lieu of fringes as established in this Article, except as agreed to in Addendums.

Section 2. National Electrical Benefit Fund (NEBF)

Effective November 1, 1998, the Employer shall commence contributions in the amount of three (3) percent of the employee's monthly gross income to the National Electrical Benefit Fund, as an additional retirement benefit for each Employee.

Section 3. OPEIU 401(k) Plan Option

Upon an employee's written request, the Employer agrees to deduct and forward contributions from the employee's payroll to a qualified OPEIU 401(k) Plan

ARTICLE VII. SICK LEAVE

Employees, after ninety (90) days worked, shall be entitled to Sick Leave under the following rules:

Section 1.

Sick leave shall be accumulative to a maximum of thirty (30) days earned on the following basis:

- (a) One and one-half (1½) days each calendar month worked.
- (b) Vacation and holidays shall count as time worked for the purpose of accumulation of Sick Leave.

Section 2.

Part-time employees Sick Leave earned shall be based on the time worked, using the same rules as "A" above, prorated.

Section 3.

Where Unemployment Compensation Disability (U.C.D.) applies, sick leave shall be reduced in the amount to equal one hundred percent (100%) of take-home pay. The purpose of this paragraph is to extend Sick Leave for employees with long illnesses. Only that amount of Sick Leave paid by the Employer shall be charged against the employee's Sick Leave credit.

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
LOCAL 302**

Redacted by the U.S. Department of the
Treasury

By:

Ronald Bennett
Business Manager/Financial Secretary

Date:

3-10-16

Redacted by the U.S. Department of the
Treasury

By:

Scott Stephan
Business Agent

Date:

3.10.16

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

Redacted by the U.S. Department of the Treasury

By:

Tamara K. Rubyn
President/Business Manager

Date:

3/16/16

Redacted by the U.S. Department of the
Treasury

By:

Denice L. Washington
Business Representative

Date:

3/16/16

TR/lm(EWR11012015)
cwa:9415/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")¹ for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: IBEW Local Union 302
Contract Person: Michael W. Yarbrough
Address: 1875 Arnold Drive
City, State & Zip: Martinez, CA 94553
Telephone: 925/228-2302

2. Local Information.

Employer has a collective bargaining agreement with Local Union OPEIU 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.

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): IBEW Local Union 302.

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

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

4 employees covered by the collective bargaining agreement; and

 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 W. Yarbrough

Title: _____

Business Manager

Date Signed: _____

2/10/11

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

Office & Professional Employees International Union Local 29

AFL-CIO & CLC

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

WS 0682

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

AGREEMENT TO ADOPT REHABILITATION PLAN

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

Parties: OPEIU Local 29, the "Union; and
IBEW Local 302, 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:

11/1/12

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 Manager /

Financial Secretary

Date: Jan. 24, 2013

UNION APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title: Business Representative

Date: 1/24/13

PGS/lm(RehabAdopt2012)
cwa.9415/afl-cio

AGREEMENT

WS0263

Between

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 332**

And

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

September 1, 2015 – August 31, 2018



ARTICLE 12. PENSION PLAN

The Employer agrees to contribute into a Trust Fund known as Western States Office & Professional Employees Pension Fund, for the account of each eligible employee working under this Agreement, the sum of Four Dollars and eighteen cents (\$4.18) per hour, effective September 1, 2015. To be eligible for participation in the Plan, an employee, for the purposes of this Article, shall mean: "Any employee on the payroll on the first (1st) day of the calendar month, and who works more than seventy (70) hours each succeeding and consecutive calendar month thereafter."

The Union may, with reasonable notice, change the allocation between the Health & Welfare and Pension Funds.

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

The Employer shall contribute into the Western States 401k Retirement Fund, for the account each eligible employee working under the Agreement the sum of Twenty Five (\$0.25) cents per hours paid, effective September 1, 2015.

Upon an employee's written request, the Employer shall deduct and forward voluntary employee contributions to a 401(k) Plan.

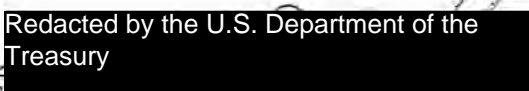
ARTICLE 13. DISCIPLINE AND DISCHARGE

- (a) All new employees shall be required to complete a one hundred twenty (120) calendar day probationary period. Upon completion of the one hundred twenty (120) calendar day probationary period, the employee shall be considered a permanent employee. A probationary employee can be discharged for any reason; no written notice shall be given.
- (b) The Employer shall not discharge or discriminate against any employee for Union activities nor shall an employee be discharged without just cause. The Employer agrees to the concept of progressive discipline.
- (c) Except under the circumstances requiring immediate discharge for cases involving serious misconduct, including, but not limited to, theft, insubordination, prolonged absenteeism, job abandonment, threat of physical abuse, sexual harassment, substance abuse or failure to follow a direct order that is given by a supervisor, no employee who has completed the one hundred twenty (120) day probationary period shall be discharged, except for just cause.
- (d) In meetings where employees believe they may receive disciplinary action, the Employer agrees to allow the employees to have their Union Steward or representative present during such meetings. Such presence of Steward or representative will be at the employee's option.
- (e) The Employer agrees to put an employee's written comments regarding a verbal or written warning in the employee's personnel file.

ARTICLE 33. DURATION OF AGREEMENT

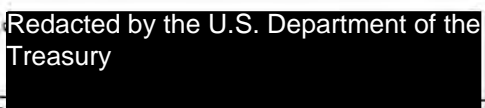
This Agreement, together with all provisions herein set forth, shall continue in full force and effect from September 1, 2015 until August 31, 2018, and shall continue in full force and effect thereafter from year to year unless either party has served the other party written notice of its desire to change or modify this Agreement sixty (60) days prior to the date of expiration. If notice of desire to change or modify the Agreement is given, negotiations shall be reopened in order to revise any section of the Agreement that may arise during negotiations. If no agreement on the changes or modifications is reached prior to the expiration date of this Agreement, the Agreement will automatically expire and terminate as of August 31, 2018, unless the parties mutually agree to extend the term of the Agreement pending further negotiations. Any changes agreed upon shall be incorporated into this Agreement effective as of the beginning of the year's term for which the revisions were proposed.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 332

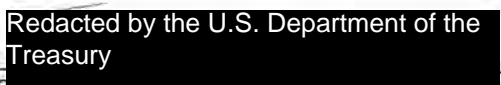
By: 
Gerald Pfeiffer
Business Manager

Date: 12-28-2015

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

By: 
Tamara R. Rubyn
President/Business Manager

Date: 1-6-16

By: 
Terry Keller
Business Representative

Date: 1-6-16

TR/lm(EWR19418)
cwa:9415/afl-cio

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

WS 0263

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

Parties: OPEIU L.U. 29, the "Union; and
T.B.E.W. 332, 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:

9/1/2012

Check applicable line:

☒

Rehabilitation Plan Schedule

☐ Default Rehabilitation Plan Schedule

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

EMPLOYER APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title: Business ManagerDate: 11-26-2012**UNION APPROVAL**

Redacted by the U.S. Department of the Treasury

Signature

Title: Business RepDate: 12/1/12PGS/lm(Rehab/Adopt2012)
cwa:9415/afl-cio

FEB 19 2013

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

29-0243
IBEW Local 332

**Employer
Participation
Agreement**

MAR 11 2011

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

1. Employer Information.

Name: IBEW local Union 29
Contract Person: Robert Tragni
Address: 2125 Canoga Garden Ave Santa Monica
City, State & Zip: San Jose, Ca 95125
Telephone: (408) 269-4332

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): IBEW Local Union 332

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

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

3 employees covered by the collective bargaining agreement; and

 employees who are not covered by the collective bargaining agreement.

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

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

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

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

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

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

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

Robert Tragni

Business Manager / Financial Secretary

February 16, 2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Judith Zenk, Co-Chair

NOV 16 2011

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Michael Parmelee, Co-Chair

NOV 16 2011

WS0075

AGREEMENT

Between

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL 340**

And

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

April 1, 2014 - March 31, 2017



ARTICLE XII. MINIMUM WAGE SCALES - continued

Section 2 (c): Employees may vote to allocate the wage increase to either wages or pension by a majority vote.

ARTICLE XIII. EXISTING BENEFITS

Nothing in this Agreement shall be construed to mean that any employee may not be given more favorable conditions as to wages, hours, and working conditions than herein provided.

ARTICLE XIV. FURTHER RESERVATIONS

Whenever the Employer requires the bonding of any employee or carrying of any insurance for the indemnification of the Employer, the premium for the same shall be paid for by the Employer. Any member in the employ of a signer of this Agreement shall be paid according to the length of service dating from the beginning of his/her employment, rather than with the date of this Agreement.

ARTICLE XV. HEALTH PLAN BENEFITS

The Employer agrees to provide for each eligible employee, the entire cost of the Office & Professional Employees' Welfare Fund for each employee and their dependents.

The Office & Professional Employees' Welfare Fund shall include Kaiser Plan or United Health Care Plan, Dental Care Plan without orthodontia, Prescription Plan, Vision Care Plan for the employee and dependents and Twenty Thousand Dollars (\$20,000) Life Insurance and Accidental Death and Disability for the employee.

The Employer agrees to provide a maintenance of existing benefits plan as presently provided in the Office & Professional Employees Welfare Fund Plan. Any additional health and welfare benefits provided under this Plan or any new Plan shall be paid for by the employees. Eligible employees are those who have been paid for not less than seventy-one (71) hours in the previous calendar month.

The Employer further agrees that the above Health and Welfare benefits shall be continued for three (3) additional months for an employee on a leave due to sickness or disability.

ARTICLE XVI. PENSION PLAN

The Employer agrees to contribute into a Trust Fund, known as Western States Office & Professional Employees Pension Fund, for the account of each employee working under this Agreement, effective April 1, 2011, Three Dollars and ten cents (\$3.10) per hour. 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.

ARTICLE XVI. PENSION PLAN – continued

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

Effective April 1, 2006, the Employer agrees to contribute One Dollar (\$1.00) to the Sacramento Area Electrical Workers Pension Fund.

The members may divert additional wages to the Sacramento Area Electrical Workers Pension Fund by majority vote and shall notify the Union, in writing, of any diversion.

ARTICLE XVII. LEAVES OF ABSENCE

Employees may be granted leaves of absence without pay for reasonable periods of time, which leaves of absence shall not affect the employee's rights under this Agreement. Said leaves of absence shall not be arbitrarily withheld. Conditions of leaves of absence shall be mutually agreed upon and reduced to writing. In the event of the death of a father, mother, spouse, children, legal dependents, stepchildren, brother, sister, father-in-law, mother-in-law, grandchildren and domestic partner, the employee may use up to five (5) days Sick Leave.

Jury Duty: Where an employee who has worked six (6) months for the Employer and is unable to report for work on his/her regular shift by reason of jury duty, s/he will, upon furnishing written proof of such service, be paid the difference between the jury pay and the amount s/he would have been paid if s/he had worked an eight (8) hour day. Employees who are called for examination for jury duty or who serve on jury duty by being impaneled in a jury box and actively serving as a juror shall be reimbursed the difference between jury pay and their straight-time pay lost up to a maximum of ten (10) days or eighty (80) hours per year under the qualifications set forth below:

Employees called for jury duty or examination and excused by the court prior to twelve (12) noon shall return to work for the balance of their day shift and shall be paid the difference between the jury pay or examination pay, if any, and their straight-time pay lost. Employees will present proof of service including time served and amount of pay received. Jury duty shall not apply in any case where an Employee voluntarily seeks jury duty.

ARTICLE XVIII. GRIEVANCE PROCEDURE

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) working 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:

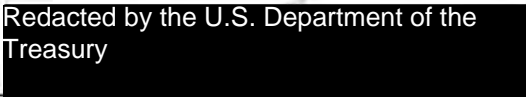
ARTICLE XXIII. DURATION OF AGREEMENT

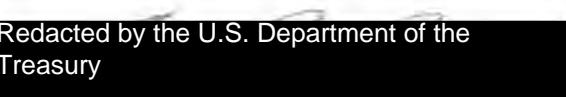
This Agreement shall be in full force and effect from April 1, 2014 through March 31, 2017 and shall be renewed from year to year thereafter if neither party to the Agreement gives sixty (60) days written notice of its intent to modify, amend, or terminate the Agreement prior to March 31, 2017. If such notice is given but no successor Agreement is reached by March 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 WITNESS WHEREOF, the parties hereto have hereunto set their hands and their seals this
THIRD day of JUNE 2014.

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 340**

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

By: 
Tom Okumura
Business Manager

By: 
Tamara R. Rubyn,
President/Business Manager

Date: 6-3-14

Date: 6/4/14

TR/lm(EWR16814)
cwa:9415/afl-cio

**SACRAMENTO AREA ELECTRICAL WORKERS
PENSION AND PROFIT SHARING PLAN
SUBSCRIPTION AGREEMENT
[FOR RELATED GROUPS/PARTICIPANTS]**

(5)

WS 0075

EMPLOYER NAME: IBEW, Local 340

ADDRESS: 2840 El Centro Road, Suite 115
Sacramento, Ca. 95833

PHONE: (916) 927-4239

I. RELATIONSHIP TO INDUSTRY. The Employer is involved in the Construction/Electrical industry as follows: Bargaining Representative (Union) of employees.

II. COVERAGE: Employer has two classes of employees. Class 1 employees are those employees not working under the terms and conditions of a collective bargaining agreement. Class 2 employees are those employees working under the terms and conditions of a collective bargaining agreement. Employer agrees that this Subscription Agreement applies to all of its employees other than those specified below:

A. Part-time employees working less than 17-1/2 hours per week and not expected to be employed for 500 or more hours during any calendar year;

B. Leased employees who may be excluded under the provisions of Section 414(n)(5)(A) and (B) of the Internal Revenue Code.

Those employees covered by the Plan are herein referred to as Subscriber Employees. Designate Class (1) or (2) after each employee listed below.

NAME	SOCIAL SECURITY NUMBER	DATE OF HIRE	JOB TITLE
Susan Bassell	389-48-2818	8-4-97	Bookkeeper
Georgee Brazil	530-46-5854	9-4-01	Sten/General Office Assistant
Deborah Cullars	563-11-1322	10-1-01	Sten/General Office Assistant
Patricia Paterson	186-44-6183	9-5-96	Office Manager

(if additional space is needed, please attach a separate page)

III. CONTRIBUTIONS: Employer agrees to make monthly contributions to the Plan for all Class 1 Subscriber Employees at the same hourly rate and under the same

terms as conditions as contained in the Collective Bargaining Agreement [the "Agreement"] currently in effect between IBEW Local 340 and NECA for each hour Class 1 Subscriber Employees work or for which they are paid.

Employer agrees to make monthly contributions to the Plan for all Class 2 Subscriber Employees as required by the collective bargaining agreement covering said employees.

Employer and the Plan recognize that contribution rates for Class 1 and Class 2 employees will not be the same. Class 1 employees are all alumni as defined in the Internal Revenue Code (non bargaining unit employees who previously worked under the terms of the bargaining agreement) and as such they may be paid at the journeyman rate even though Class 2 employees are paid at a lesser rate.

IV. TERM. This Agreement shall become effective April 1, 2003 and shall continue for so long as the Employer remains involved in the Construction/Electrical Industry. This Agreement will terminate upon any of the following:

- A. The Plan notifies the Employer, in writing, that the Agreement is terminated for any reason, including, but not limited to, the Employer being delinquent in its contributions to the Plan.
- B. The Employer notifies the Plan, in writing, that the Agreement is irrevocably terminated.

V. ADMINISTRATION. Payments shall be made under the Subscription Agreement in accordance with the following rules:

- A. Contributions will be due on the 1st of each month for all Subscriber Employees who were employed by the Employer in the previous month, and contributions are delinquent on the 15th day of the month.
- B. Employer agrees to be bound by all the terms and provisions of the Trust Agreement establishing the above-named Plan and the Plan itself, as they may be amended from time to time, including specifically the various provisions thereof setting forth the obligations of contributing employers, and imposing liquidated damages for delinquent payment.

IN WITNESS WHEREOF, the Employer has signed this Subscription Agreement the 10th day of March, 2003, to be effective as of April 1, 2003, for the term specified in Article IV.

EMPLOYER: IBEW, Local 340

IBEW, Local 340

Redacted by the U.S. Department of the Treasury

BY: _____

A.C. Steelman, Business Manager

DATE: _____

PHONE: (916) 927-4239 _____

Acceptance by the Trust of the above-named parties is hereby acknowledged and approved this _____ day of _____, 2003.

The Trustees of the Sacramento Area Electrical Workers Pension Trust.

Dated at _____ By _____

**AGREEMENT
WITH
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 30
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 387**

This Agreement entered into this 1st day of, May, 2008 by and between OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 30, hereinafter known as the Union, and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 387, hereinafter known as the Employer.

ARTICLE I – PURPOSE OF AGREEMENT

- Section 1. Where the word “Employer” is used in this Agreement, it means the International Brotherhood of Electrical Workers, Local No. 387, AFL-CIO of Phoenix, Arizona.
- Section 2. Where the word “Union” is used it means Office and Professional Employees International Union, Local No. 30, of Phoenix, Arizona.
- Section 3. Where the word “Employee” is used in this Agreement it means all employees of the I.B.E.W., Local No. 387, engaged in office clerical work as covered in this Agreement. Where the words “Regular Employee” are used, it means all Employees who have served their probationary period.
- Section 4. It is the intention of the parties that this Agreement will establish sound relations between the Employer and the Employees which will promote harmony, genuine cooperation and efficiency, to the end that the employees and the Employer may mutually benefit. The Union and the Employer further agree to facilitate peaceful adjustment of differences which may arise from time to time between the Employer and the Union. Accordingly, the Employer and the Union, do hereby mutually pledge themselves to make every effort to make this Agreement the means of improving the relations between the employees and the Employer, of obtaining fair treatment for all employees of the Employer and improving efficiency so that both may prosper.

ARTICLE II -RECOGNITION

- Section 1. The Employer agrees to recognize the OPEIU, Local No. 30, as the sole and exclusive bargaining agent with respect to hours, wages and working conditions of all employees under the jurisdiction of this Agreement, in classifications described in “Exhibit A, B, C & D”.
- Section 2. The Union agrees to use every reasonable effort to promote the welfare of the Employer

Employee and seventy-five (75%) of the premium will be paid for the spouse of the employee by the Employer. The Employee will pay twenty-five percent (25%) of the premium for her/his spouse.

(See Exhibit "C" Health and Welfare Chart Attached)

ARTICLE XV -PENSION

- Section 1. Effective May 1, 2008, the Employer agrees to contribute to Western States Office and Professional Employees Pension Trust Fund a contribution on behalf of each eligible employee in the amount of three dollars (\$3.00) per hour paid. Effective May 1, 2009 the amount will increase to three dollars and seventy-five cents (\$3.75) per hour paid. Effective May 1, 2010 the amount will increase to four dollars and fifty cents (\$4.50) per hour paid.
- Section 2. Regular part-time employees who work over eighty-six and one-half (86 1/2) hours or more per month shall be covered by the provisions of this Article.
- Section 3. The Employer and the Employees agree to be bound by the terms and provisions of the Trust Agreement and amendments thereto, of the Western States Office and Professional Employee's pension Trust Fund.
- Section 4. It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual employer will forward monthly to NEBF's designated Local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate Local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the local collection agent.

ARTICLE XV —PENSION -Continued

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

This Benefit is in addition to the Pension listed above.

- Section 5. In addition, the Employer agrees to make contributions to National Electrical Annuity Plan, hereinafter referred to as "NEAP", on behalf of each regular Employee in accord with the NEAP Agreement "Exhibit C". Contributions on behalf of each eligible employee shall be equal to and the same as, the IBEW Local Union #387 staff. Said Employees must have been in the employ of the Employer for a period of five (5) years to be eligible to participate in NEAP.

ARTICLE XVI —PERSONAL LEAVE

Regular Employees shall be granted as paid leave, one (1) day per year personal leave, providing that the Employee gives the Employer five (5) days notice. If no notice can be given, the personal time off will be taken at a time mutually agreed upon between the Employer and the Employee.

ARTICLE XVII —SEVERABILITY

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

ARTICLE XVIII —WAGE SCALES

- Section 1. The Employer agrees to pay not less than the minimum hourly wage scale shown in Exhibit "A" and Exhibit "B" of this Agreement.
- Section 2. It is expressly agreed that the wage scales herein provided are minimum scales. Nor can it be construed that an employee may not obtain a salary above minimum, be granted an increase in pay before specified, or be advanced or promoted in the service of the Employer.
- Section 3. All future wage increases shall be at the same percentage as negotiated between APS and IBEW Local Union 387; the percentage being based on the lineman classification.
- Section 4. **2010 Wages to be determined – APS CONTRACT (2005-2008) WAS EXTENDED FOR TWO (2) YEARS WITH A WAGE INCREASE OF 3.75% EFFECTIVE 4/1/2008 AND 3.75% EFFECTIVE 4/1/2009. THE 2010 WAGE WILL BE DETERMINED WHEN LOCAL 387 AND APS NEGOTIATE A NEW CONTRACT EFFECTIVE 4/1/2010.**

ARTICLE XIX -JOB VACANCIES

- Section 1. The Employer agrees that when vacancies occur or when new Employees are needed to perform work covered by the Collective Bargaining Agreement, the Employer shall notify the Union as to the number and type of Employees desired, and the Union shall endeavor to supply such help.
- Section 2. The Employer has the right to make personal interviews of all applicants referred to the Employer by Local Union No. 30.
- Section 3. The employer retains the right to reject any applicants referred by Local Union No. 30, for any lawful purpose.

ARTICLE XX – DURATION

This Agreement shall be in full force and effect May 1, 2008 and shall remain in force until April 30, 2011 and thereafter until either party hereto shall give the other party ninety (90) days written notice of desire for change, amendment or termination.

IN WITNESS WHEREOF the parties hereto have set their hands and seals by their respective duly authorized officers and representatives of the day and year first herein above written.

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL UNION NO. 387

Redacted by the U.S. Department of the
Treasury

Robert DeSpain, Business Manager

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL UNION NO. 30

Redacted by the U.S. Department of
the Treasury

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

30-0523

**Employer
Participation
Agreement**

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

FEB 11 2011

1. Employer Information.

Name: IBEW LOCAL UNION 387
Contract Person: 3060 W. Deer Valley Rd.
Address: Phoenix, AZ 85027
City, State & Zip: (602) 264-1846
Telephone:

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): IBEW LU # 387

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:

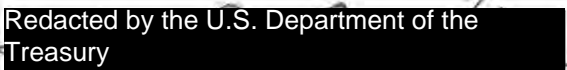
a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

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.**

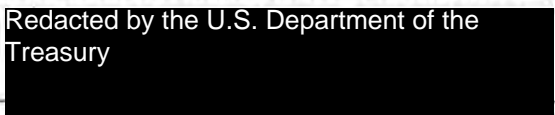
- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.


APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: 
Print Name: G. David VanDerwee
Title: Business Manager
Date Signed: 2/8/2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: 
Print Name: Judith Zenk, Co-Chair
Date Signed: NOV 03 2011

CO-CHAIR SIGNATURE: 
Print Name: Michael Parmelee, Co-Chair
Date Signed: NOV 03 2011

FEB 11 2011

V. WEEK 111
WS 5-23

**Memorandum of Agreement
By and Between
IBEW, Local 387 (Employer) and
OPEIU, Local 30 (Union)**

Pursuant to Article XX, of the Collective Bargaining Agreement between International Brotherhood of Electrical Workers, Local 387 and Office and Professional Employees International Union, Local 30, this is to serve as official notice to open, amend and/or modify the current Agreement.

The parties agree to the following terms and conditions as settlement of the current collective bargaining agreement.

- I. **Amend Article VI-Technological Changes**
When the Employer makes such technological changes as it deems necessary, such as but not limited to, the introduction of automated office equipment, computer hardware and computer software, it will notify the Union Steward and explain the nature and effect of such change, and all employees shall receive proper training on any and all new equipment and computer hardware and software.
- II. **Amend Article XV – Pension**
Effective May 1, 2010, the Employer agrees to accept the Updated Rehabilitation Plan of the Western States Office and Professional Employees Pension Trust Fund.
- III. **Add – Article XVIII – Wage Scales**
Effective October 20, 2006, all permanent full-time employees will receive a Christmas Bonus, once a year, on or before the 15th day of December, reflecting the net amount of \$1,500.00.
- IV. **Amend Article XX – Duration**
The Current Collective Bargaining Agreement duration date shall be in full force and effective May 1, 2010 and shall remain in force until April 30, 2015 and thereafter until either party hereto shall give the other party ninety (90) days written notice of desire for change, amendment or termination.

For IBEW, Local 387

For OPEIU, Local 30

Redacted by the U.S. Department
of the Treasury

Robert Despain
Business Manager
IBEW, Local Union 387

Date

5/20/2010

Redacted by the U.S.
Department of the
Treasury

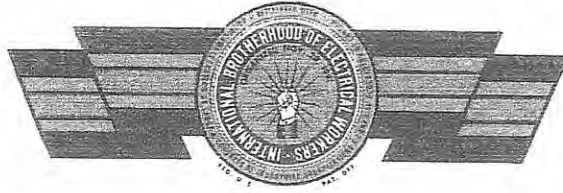
Walter Allen, Jr.
Executive Director/CFO
OPEIU, Local Union 30

Date

5/28/10

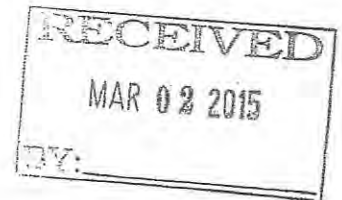
International Brotherhood of Electrical Workers

JOSEPH GABLE
President



G. DAVID VANDEVER
Business Manager

February 25, 2015



Walter Allen, Jr.
Executive Director/CFO
OPEIU Local 30
6136 Mission Gorge Rd., Suite 214
San Diego, CA 92120

Dear Mr. Allen:

In reference to your letter dated January 12, 2015, our current employees are listed below:

<u>Name</u>	<u>Hire Date</u>	<u>Classification</u>	<u>Current Salary</u>
Dianne Deimeke	May 3, 2010	Bookkeeper TH	\$29.66
Liesa Woods	February 19, 1985	Office Manager	\$36.79

Please be advised the employees and management are in agreement to not make changes in the current bargaining agreement and renew for five years with an expiration date of April 1, 2020.

Fraternally,

I.B.E.W. Local Union No. 387

Redacted by the U.S. Department of the Treasury

Dianne Deimeke

Redacted by the U.S. Department of the Treasury

Liesa Woods

Redacted by the U.S. Department of the Treasury

G. David Vandever, Business Manager

opeiu#30
afl-cio



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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MASTER TRADE SECTION

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

FOR THE PERIOD OF

APRIL 1, 2016 THROUGH MARCH 31, 2019

ARTICLE 15

PENSIONS

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

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

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

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

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

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

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

ARTICLE 22

TERMINATION AND RENEWAL

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

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

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

FOR THE MASTER TRADE SECTION

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

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

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

By _____
Employer

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
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

Western States Office and
Professional Employees
Pension Fund

WS8109

Employer
Participation
Agreement

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

1. Employer Information.

Name:

IBEW Local 46

Contract Person:

Kathi Scott

Address:

19002 62nd Ave S

City, State & Zip:

Kent, WA 98032

Telephone:

253-395-6524

2. Local Information.

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

3. Participation.

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



An existing Participating Employer to update Plan records.



A new Participating Employer.

Effective date of coverage: _____



A new group of Employees of an existing Participating Employer.

Effective date of coverage: _____

4. Coverage.

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



Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.



Nonbargaining unit employees described in Attachment B (see note).

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

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): International Brotherhood of Electrical Workers Local 46

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

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

11 employees covered by the collective bargaining agreement; and

13 employees who are not covered by the collective bargaining agreement. not participating in western States plan.

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: Virgil R Hamilton

Title: Business Manager

Date Signed: 8/18/2011

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

RECEIVED
OCT 26 2011

OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

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

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

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

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

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

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

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

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 8

By [Redacted by the U.S. Department of the Treasury]
Suzanne
Business Manager

FOR THE TRADE SECTION EMPLOYERS

By [Redacted by the U.S. Department of the Treasury]
David Freiboth
Executive Secretary
Martin Luther King Jr. County Labor
Council

Trade Section Employers Participating in Western States Pension Fund

2016

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

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

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

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

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

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

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

#8181

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

#8253

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

#8109

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

#8101

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

#8255

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

#775

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

#8235

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

#8162

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

#8138

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

#8127

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

#8241

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

#8108

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

#8154

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

#8118

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

#8164

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

#8226

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

#8126

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. EDUCATION

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

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

ARTICLE 17. NON-DISCRIMINATION

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

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

ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31st day of March 2016:

UNITED LABOR UNION ASSOCIATION

Redacted by the U.S. Department of the
Treasury

Gary Young/Business Manager IBEW Local 48
ULUA - President

Redacted by the U.S.
Department of the Treasury

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

Redacted by the U.S. Department
of the Treasury

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

Redacted by the U.S.
Department of the Treasury

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

Redacted by the U.S. Department of
the Treasury

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

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the
Treasury

Maureen Colvin /Union Representative
OPEIU Local 11

Redacted by the U.S. Department of the
Treasury

Donna Allen/Member
OPEIU Local 11

Redacted by the U.S.
Department of the Treasury

Laura Robbins/Member
OPEIU Local 11

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. NON-DISCRIMINATION

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

MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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

SIGNED this 30th SEPTEMBER day of August 2010.

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

Richard/Executive Secretary-Treasurer
OPEIU Local 11

Redacted by the U.S. Department of the Treasury

Don Walker/Business Representative IUPAT-DC #5
ULUA-Secretary

Redacted by the U.S. Department of the Treasury

Margaret Bower/Union Representative
OPEIU Local 11

Redacted by the U.S. Department of the Treasury

Bre.../Business Manager - Cement Masons Local 555
ULUA-Negotiating Team

Redacted by the U.S. Department of the Treasury

Sh.../Member
Local 11

Redacted by the U.S. Department of the Treasury

ULUA-Negotiating Team

Redacted by the U.S. Department of the Treasury

Local 11

Redacted by the U.S. Department of the Treasury

ULUA-Negotiating Team

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