

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): Laborers' Local 440

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

d. Employer now has the following employees (insert number): 5 office staff 5 agents
5 employees covered by the collective bargaining agreement; and
0 employees who are not covered by the collective bargaining agreement.
3/31/11

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

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

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

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

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

FEB 16 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: _____

Jim Williams
Business Manager
2/4/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Judith Zenk, Co-Chair

NOV 16 2011

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Michael Parmelee, Co-Chair

NOV 16 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

Redacted by the U.S. Department of the
Treasury

By _____
Suzanne Mode
Business Manager

FOR THE TRADE SECTION EMPLOYERS

Redacted by the U.S.
Department of the
Treasury

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

Trade Section Employers Participating in Western States Pension Fund

2016

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

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

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

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

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

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

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

#8181

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

#8253

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

#8109

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

#8101

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

#8255

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

#775

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

#8235

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

#8162

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

#8138

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

#8127

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

#8241

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

#8108

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

#8154

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

#8118

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

#8164

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

#8226

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

#8126

AGREEMENT

between

LABORERS UNION, LOCAL 73

and

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

June 1, 2015 - May 31, 2018



ARTICLE XI. CLASSIFICATIONS AND MINIMUM WAGE SCALES - continued

and sufficient training, is computer literate in office data entry and word processing programs. Performs multi-step office operations under general supervision such as accounts receivable, accounts payable, reconciling bank statements, posting and spreading journals and/or ledgers, preparing bank deposits, payroll, routine financial reports, membership reconciliation, membership audits, administering insurance programs for members and/or staff typing and formatting from rough draft such items as correspondence, contracts, reports, preparing materials for mailing, presentation, dictation and transcription, perform general office work in relieving an executive of clerical duties; handles matters of a confidential nature, performs related duties as required. With appropriate and sufficient training, is computer literate in office word processing programs and bookkeeping programs. Under the direction of the Business Manager, writes correspondence.

ARTICLE XII. HEALTH & WELFARE INSURANCE

All fulltime employees who have worked more than fifty (50) hours in the prior month, or who have worked an average of more than fifty (50) hours in the prior twelve (12) months, or who worked an average of more than fifty (50) hours during months employed, if the employee has been employed for less than twelve (12) months, shall be covered by health and welfare insurance under the Laborers' Health & Welfare Trust Funds of Northern California. The Employer agrees to pay the entire cost of the present schedule of benefits of the Plan for the employee and the employee's dependents for the term of this agreement.

ARTICLE XIII. PENSION PLAN

All full-time employees shall be covered by the Western States Pension Plan. The Employer's contribution shall as follows:

Pension rate effective June 1, 2014:

Contribution	\$2.16
Supplemental Rate (80%)	<u>\$1.728</u>
Total:	\$3.888

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

If any year of the Agreement the Pension rehabilitation plan or the Red Zone status goes away, the contract would open for the parties to negotiate regarding wages in that year and subsequent years of the Agreement.

ARTICLE XX. DURATION OF AGREEMENT & PROVISIONS FOR AMENDMENT

This Agreement together with all provisions herein set forth, shall continue in full force and effect from June 1, 2015 through May 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 the Agreement sixty (60) days prior to the date of expiration. In such event, negotiations shall be reopened in order to revise the section or sections. 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.

This Agreement shall be subject to amendment at any one time by mutual consent of the parties hereto. In such event, negotiations shall be reopened in order to revise the section or sections regarding which notice of the proposed changes have been served. Such changes, when agreed upon, shall be incorporated into this Agreement and shall take effect within thirty (30) days.

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

LABORERS UNION, LOCAL 73

Redacted by the U.S.
Department of the
Treasury
By: _____
Carlos Bedolla Jr.
Business Manager

Date: 9/8/15

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

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

Date: _____

Redacted by the U.S. Department of
the Treasury
By: _____
Kelly Gschwend
Business Representative

Date: 9-11-15

KG/lm(LBR732015)
cwa:9415/all-cio

1150190

Office & Professional Employees International Union | Local 29

AFL-CIO & CLC

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

RECEIVED

NOV 0

OPEN

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
LABORERS Union local 73, 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:

6-1-2013

Check applicable line:

☒

Rehabilitation Plan Schedule

☐ Default Rehabilitation Plan Schedule

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

EMPLOYER APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title:

Date:

10-30-2013

UNION APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title:

Date:

10-30-2013

Vice President/Business Manager

PGS/lm(RehabAdopt2012)
owa:9415/afl-cio

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

FEB 14 2011

**Employer
Participation
Agreement**

29-0140

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: laborers local 73
Contract Person: Jack Monor
Address: 3994 Cherokee Road
City, State & Zip: Stockton, CA 95215
Telephone: (209) 466-3356

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.

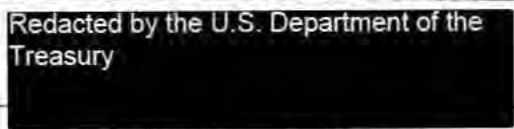
- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

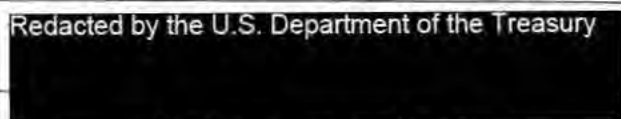
APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: 
Print Name: Jack MUNDZ
Title: Business Manager / Secretary - Treasurer
Date Signed: 2/4/11

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

COLLECTIVE BARGAINING AGREEMENT

Between

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL**

UNION LOCAL NO. 3 AFL-CIO

and

LEONARD CARDER, LLP

November 1, 2006 to October 31, 2009



employee's dependents. The Employer will pay any increases determined by the Trustees of the Fund as needed to maintain such schedule of benefits.

ARTICLE 11. PENSION PLAN

The Employer agrees to pay to the Western States Office and Professional Employees Pension Fund (Local 29) for each eligible employee covered by the Collective Bargaining Agreement, five percent (5%) of the employee's salary on a monthly basis.

An eligible employee is defined as one who has completed three (3) consecutive months of employment with the Employer and who is employed on a work schedule of seventy (70) or more hours per month.

ARTICLE 12. MEETINGS

Any meeting which the Employer requires the employees to attend during normal working hours shall be on the Employer's time.

ARTICLE 13. STRIKES AND LOCKOUTS

- (a) During the life of this Agreement, no strike shall be caused or sanctioned by the Union, and no lockout shall be entered into by the Employer until all other reasonable effort has been made to reach a settlement through the facilities hereinbefore provided.
- (b) It is, however, understood and agreed that no employee shall be required to pass through any picket line established against the Employer that has been sanctioned by the Central Labor Body to which the Union is affiliated.

ARTICLE 14. HOURS & CONDITIONS

- (a) For all full-time employees, the workweek shall be thirty-five (35) hours consisting of five (5) seven (7) hour days, Monday through Friday.
- (b) The lunch period shall be not less than, nor more than one (1) hour.
- (c) If an employee is required to work more than five (5) consecutive hours without a meal period, the meal period will be paid at the regular overtime rate if the employee works the entire shift; if the employee leaves work early because a meal period was not taken, there will be no overtime pay.
- (d) Whenever a holiday falls on a Sunday, it shall be observed on the following Monday. When a holiday falls on Saturday, the Employer shall either pay the employee for the day or grant an additional day off with pay.

ARTICLE 20. DURATION OF AGREEMENT

- (a) This Agreement shall be in full force and effect from the first (1st) day of November, 2006 to the 31st day of October, 2009.
- (b) If neither party has served the other with written notice of its intention to change or modify or terminate this Agreement at least sixty (60) days prior to the date of its expiration, this Agreement shall be deemed to be renewed for the succeeding year, and in like manner from year to year thereafter.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 28th day of February, 2007.

FOR THE EMPLOYER

LEONARD, CARDER LLP

By Redacted by the U.S.
Department of the Treasury
Ari Krantz, Partner /

FOR THE UNION

OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL NO. 3 AFL-CIO

Redacted by the U.S.
Department of the
Treasury
Conny Ford, Business Manager/
Secretary-Treasurer

cwa-9430-afl-cio/jds

EXTENSION AGREEMENT

It is hereby agreed by and between the **OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL NO. 3, AFL-CIO,**

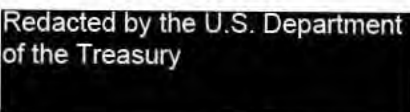
And

LEONARD CARDER, LLP

that the existing Collective Bargaining Agreement dated 11/01/06 through 10/31/09 is hereby extended to provide the parties the opportunity to negotiate modifications and amendments to said agreement. All modifications or amendments agreed to by the parties shall be retroactive to November 1, 2009, unless otherwise provided for by the parties.

Either party may terminate the agreement by serving the other party with a 72 hour written notice of termination of said extension agreement.

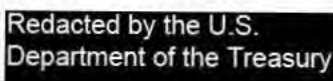
FOR THE EMPLOYER

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

Date: 8-2-09

FOR THE UNION

**OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL NO. 3**

By:  Redacted by the U.S. Department of the Treasury
Conny Ford
Business Manager/
Secretary-Treasurer

cwa-9430-afl-cio/jds

Contract Extension Agreement

This Contract Extension Agreement is made and entered into on this ~~7th~~ ^{21st} day of November, 2009, between LEONARD CARDER, LLP (the "EMPLOYER") and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NUMBER 3, affiliated with OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO (the "UNION"). This Contract Extension Agreement extends through October 31, 2016 the parties' previously existing collective bargaining agreement, which was originally effective from November 1, 2006 through October 31, 2009, and which was later extended on a temporary, indefinite basis until the execution of the instant Contract Extension Agreement, via an earlier contract extension agreement executed on August 2, 2009.

Attached hereto are both the August 2, 2009 extension agreement and the original 2006-2009 collective bargaining agreement. All terms of the 2006-2009 collective bargaining agreement shall continue in full force and effect through October 31, 2016, except as specifically modified below:

Article 10 -- Health & Welfare

The terms of this article are unchanged, except that:

- (a) The parties agree to two (2) periods for a reopener regarding health and welfare benefits, as set forth below in Article 20; and
- (b) In light of the significant potential changes to the country's health care system that are presently being debated, at any time during the term of this collective bargaining agreement, either party shall have the right, upon 30 days' written notice to the other party, to reopen Article 10 and demand bargaining on the subject of health and welfare.

Article 15 -- Wages

The terms of this article are unchanged, except that:

- (a) The parties agree upon the following wage increases for the first two years of this Contract Extension Agreement:

Effective 11/1/09 -- 2.0% across-the-board increase

Effective 11/1/10 -- 2.0% across-the-board increase

and

- (b) The parties agree to two (2) periods for a reopener regarding wage adjustments, as set forth below in Article 20.

Article 20 -- Duration of Agreement

The terms of this Article are fully replaced by the following provisions:

(a) Savings Clause: This Contract Extension Agreement, effective through October 31, 2016, is entered into based upon the parties' mutual understanding of the terms and prospective effect of the Western States Office and Professional Employees Pension Fund Rehabilitation Plan (effective November 25, 2009) under the Pension Protection Act of 2006, as described in the written notices issued by the Fund. If the facts or law relative to that Rehabilitation Plan change in a material manner, the parties agree to meet during the term of the contract on the request of either party and to bargain replacement provisions that may be warranted by the factual or legal change(s), provided that such bargaining is allowed by the Rehabilitation Plan under such changed circumstances without constituting an effective termination of this Contract Extension Agreement and without triggering application of the supplemental or default contribution schedules.

(b) Reopeners: The parties agree to two (2) periods for a reopener during the term of this extension agreement, as follows:

(i) Beginning as soon as is feasible following September 1, 2011, the parties shall negotiate regarding adjustments to wage provisions and to health and welfare provisions for the third and fourth years of the contract extension (which contract years commence 11/1/2011 and 11/1/2012, respectively). Each party shall also have the right to reopen up to three other Articles of its choice, excluding Article 11 (Pension Plan), provided that written notice of such is given on or before the first day of negotiations concerning wages and/or health and welfare.

(ii) Beginning as soon as is feasible following September 1, 2013, the parties shall negotiate regarding adjustments to wage provisions and to health and welfare provisions for the fifth, sixth and seventh years of the contract extension (which contract years commence 11/1/2013, 11/1/2014 and 11/1/2015, respectively). Each party shall also have the right to reopen up to three other Articles of its choice, excluding Article 11 (Pension Plan), provided that written notice of such is given on or before the first day of negotiations concerning wages and/or health and welfare.

(c) Preservation of Rights: If the parties reach an impasse in any of the mid-contract negotiations provided for in this Contract Extension Agreement, both parties would at that point have all rights available to them under the NLRA as they have had during the negotiations over the instant agreement, including but not limited to the employer's right to lawful implementation of contract proposal(s) and the union's right to lawful, concerted, protected activity.

(d) Evergreen Clause: If neither party has served the other with written notice of its intention to change or modify or terminate the parties' collective bargaining agreement (as extended in this Contract Extension Agreement) at least sixty (60) days prior to October 31, 2016, then the collective bargaining agreement shall be deemed to be renewed for the succeeding year, and in like manner from year to year thereafter.

Executed this 13th day of November, 2009.

FOR THE EMPLOYER

LEONARD, CARDER LLP
Redacted by the U.S. Department of
the Treasury

Ari Krantz, Partner

FOR THE UNION

OFFICE & PROFESSIONAL EMPLOYEES
INT'L UNION LOCAL NO. 3, AFL-CIO
Redacted by the U.S. Department of the
Treasury

Conny Ford, Business Manager/Secretary-Treasurer

3-0379

**Western States Office and Professional Employees
Pension Fund
Employer Participation Agreement**

This Employer Participation Statement ("Statement") is an important document and should be kept with your permanent records. This Statement confirms your participation in the Plan¹. Your contributions to the Plan funds pension benefits for eligible Participants.

1. Employer Making Contributions.

Name: LEONARD CARDER, LLP
Contract Person: SHAWN GROFF
Address: 1188 FRANKLIN STREET, SUITE 201
City, State & Zip: SAN FRANCISCO, CALIFORNIA 94109
Telephone: (415) 771-6400

2. Local Information.

Employer has a collective bargaining agreement ("CBA") with a local union of the Office and Professional Employees International Union ("OPEIU") which requires the Employer to contribute to the Plan for Employer's employees. A copy of the CBA language is enclosed.

3. Coverage.

This Agreement applies to the following (check applicable box(es)):

- ☒ Bargaining unit employees.
☐ Nonbargaining unit employees described as follows:

4. Participation Terms. All Employers making contributions to the Plan are subject to the following terms and conditions:

- 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 available from the Trust office or from the Plan's website: <http://www.wsp.aibpa.com>:

A&I Benefit Plan Administrators, Inc.,
1220 S.W. Morrison St, Suite 300, Portland. OR 97205-2222
Toll-Free: (800) 413-4928 Local (Oregon): (503) 222-7694

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

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

JAN 15 2013

- b. All Employers are subject to Plan administrative rules and policies, which are available from the Plan's website or from the Trust office. Documents relating to the Plans' funding status under the Pension Protection Act and the Plan's rehabilitation plan are also available from the website or from the Trust office.
- c. Participating employers are required to 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.
- d. If an Employer provides a qualified retirement plan for employees not covered by this Plan, 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.
- e. Employer agrees to make contributions at the rate now in effect under the CBA, or as subsequently amended. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.
- f. Employer agrees 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 agrees to waive the statute of limitations on Plan audits.

APPROVED BY THE PLAN ADMINISTRATOR

Redacted by the U.S.
Department of the Treasury

Signature

11 30 2012

Date

This Statement is approved by Vicki Peterson, A&I Benefit Plan Administrators, on behalf of the Board of Trustees.²

² The Board of Trustees acts as the "Plan Administrator" under the Employee Retirement Income Security Act of 1974, as amended.

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 day of SEPTEMBER 2010.

Redacted by the U.S.
Department of the Treasury

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

Redacted by the U.S.
Department of the Treasury

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

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of
the Treasury

Maddyn Elder/President CWA Local 7901
ULUA-Negotiating Team

Redacted by the U.S. Department of
the Treasury

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

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the
Treasury

Maureen Bower/Union Representative
OPEIU Local 11

Redacted by the U.S.
Department of the

Sharon Allen/Member
Local 11

Redacted by the U.S.
Department of the Treasury

Laura Gustafson/Member
Local 11

RECEIVED

Western States Office and
Professional Employees
Pension Fund

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11-WS-2480
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: _____
Contract Person: LINOLEUM & CARPET LAYERS LOCAL #1236
Address: 11105 N.E. SANDY BLVD. 255-8444
PORTLAND, OREGON 97220
City, State & Zip: _____
Telephone: (503) 255-8444

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

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

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.

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: _____

Redacted by the U.S.
Department of the Treasury

Print Name: _____

David Winkler

Title: _____

Business Representative

Date Signed: _____

11-7-2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: _____

Redacted by the U.S. Department of the
Treasury

Print Name: _____

Judith Zenk, Co-Chair

Date Signed: _____

DEC 06 2011

CO-CHAIR SIGNATURE: _____

Redacted by the U.S. Department of the Treasury

Print Name: _____

Michael Parmelee, Co-Chair

Date Signed: _____

DEC 06 2011

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NOV 16

WS1179

AGREEMENT

Between

LOS RIOS COLLEGE
FEDERATION OF TEACHERS
LOCAL 2279

And

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29

August 1, 2014 – July 31, 2017



ARTICLE 6. HEALTH & WELFARE - *continued*

- (b) Part-time regular employees, after three (3) months' service, will be entitled to pro rata health and welfare benefits. It is agreed that to be eligible for LRCFT pro rata payment for coverage, an employee must have been paid for not less than seventy (70) hours in the previous calendar month.
- (c) If an employee is laid off, the health and welfare premiums shall be paid for the month following the month in which the layoff occurred, provided that s/he had already become eligible for LRCFT payment of coverage.
- (d) Effective January 1, 2014, January 1, 2015 and January 1, 2016, the Employer will pay any increases determined by the Trustees of the fund not to exceed ten percent (10%) in each year to maintain such schedule of benefits. If the increase is in excess of ten percent (10%) the contract will immediately open to negotiate the additional costs.
- (e) The present cost is One Thousand Six Hundred Fifty-seven Dollars (\$1,657.00) as of January 1, 2014.
- (f) If at any time the employee can secure equal health benefits by a spouse or domestic partner the contract will open for negotiations to discuss the employee's double coverage options. Should current employee terminate her current employment via retirement or resignation, the terms of this article shall be subject to renegotiation.

ARTICLE 7. PENSION

- (a) Effective August 1, 2014, the LRCFT shall contribute One Hundred Dollars (\$100.00) monthly to a retirement fund for the Administrative Secretary's benefit and of the Administrative Secretary's choosing. Regular part-time employees working at least twenty (20) hours per week shall receive one-half (½) the full retirement fund benefit after service of one (1) year.

- (b) **401 (k) Option**

Upon an employee's written request, the Employer agrees to participate in and to deduct voluntary employee contributions from an employee's payroll and to forward to a mutually agreeable qualified 401(k) plan.

ARTICLE 22. TRAINING AND EDUCATION – *continued*

3. Tuition reimbursement shall be made for a course, workshop, institute or other organized activity in an area directly related to the employee's employment.
 4. Courses, workshops, institutes or other organized activities must be taken at an accredited institution. Exceptions may be made for courses, workshops or other organized activities offered by recognized business, industry, governmental, professional and occupational and labor organizations or associations.
- (b) The LRCFT will pay the full cost of tuition, books and materials for training and/or education, which as been proposed by the LRCFT and agreed to by the employee. In such case, reasonable release time will be provided for travel and class attendance.
- (c) The cost of training and/or education in Section B shall not reduce the fund in Section A.

ARTICLE 23. DURATION OF AGREEMENT AND PROVISIONS FOR AMENDMENT

This Agreement, together with all provisions set forth, shall continue in full force and effect from August 1, 2014 to July 31, 2017. It 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 ninety (90) days prior to the date of expiration. In such event, negotiations shall be reopened in order to revise the section or sections regarding which notice of the proposed changes has been served. When agreed upon, these changes shall be incorporated into this Agreement effective as of the beginning of year's term for which the revisions were proposed.

**LOS RIOS COLLEGE FEDERATION
OF TEACHERS, LOCAL 2279**

By: Redacted by the U.S. Department of the Treasury
Robert Perrone
Executive Director

Date: August 13, 2014

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

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

Date: 8-12-14

By: Redacted by the U.S. Department of the Treasury
Kelly Gschwend
Vice President/Business Representative

Date: 8-18-14

LETTER OF UNDERSTANDING
Between
LOS RIOS COLLEGE
FEDERATION OF TEACHERS
And
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,
LOCAL 29

August 1, 2014 through July 31, 2017

It is agreed and understood between the parties that they shall apply conditions of the Los Rios College Federation of Teachers and Office & Professional Employees International Union, Local 29, Agreement with the following modifications:

ARTICLE 3. WORKING HOURS & OVERTIME

- (a) The normal workweek for full time employee Reina Mayorga shall consist of thirty (30) hours.
- (b) Any and all work performed in excess of the normal workday of six (6) hours in any one (1) day, or thirty (30) hours in any one (1) workweek shall be considered overtime and shall be paid at one and one-half (1½) times the regular hourly rate, except Sunday, which shall be paid for at two (2) times the regular hourly rate. There shall be an option to be compensated for overtime payment of appropriate wages or by banking credit for time off with pay, to be decided by the employee and Employer by mutual agreement.

ARTICLE 4. VACATIONS

Effective August 1, 2011, Reina Mayorga shall be entitled to six (6) weeks vacation.

Reina Mayorga shall be entitled to eight (8) weeks vacation with full pay after having served twenty-five (25) years.

ARTICLE 7. PENSION

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 the Agreement, **Three Dollars and fifty cents (\$3.50)** per hour paid.

Effective August 1, 2011, 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.

LETTER OF UNDERSTANDING – continued

ARTICLE 9. CLASSIFICATION & MINIMUM WAGE SCALE

Reina Mayorga shall be classified as an Administrative Assistant.

Effective August 1, 2014, wage increase across-the-board of Two (2%) percent.

Effective August 1, 2015, wage increase across-the-board of Two (2%) percent.

Effective August 1, 2016, wage increase across-the-board of Two (2%) percent.

**LOS RIOS COLLEGE FEDERATION
OF TEACHERS, LOCAL 2279**

Redacted by the U.S. Department of
the Treasury

By: _____

Robert Perrone
Executive Director

Date: August 13, 2014

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

Redacted by the U.S. Department of the
Treasury

By: _____

Tamara R. Rubyn
President/Business Manager

Date: 8-18-14

Redacted by the U.S. Department of the
Treasury

By: _____

Kelly Gschwend
Vice President/Business Representative

Date: 8-18-14

KG/lm(LSR64314)/cwa/9415/af-cio

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

MAR 07 2011

**Employer
Participation
Agreement**

09-1179

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:

Contract Person:

Address:

City, State & Zip:

Telephone:

Los Rios College Federation of Teachers
Robert Perrone
2126 K Street
Sacramento CA 95816
(916) 448-2452

2. Local Information.

Employer has a collective bargaining agreement with Local Union 2271 (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): Teachers 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): LACB 22 19.

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.**

MAR 07 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:

Robert Perrone

Title:

Executive Director

Date Signed:

3/2/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE:

Print Name:

Judith Zenk, Co-Chair

Date Signed:

NOV 03 2011

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE:

Print Name:

Michael Parmelee, Co-Chair

Date Signed:

NOV 03 2011

~~SILENT on
Rehab~~

A & I RECEIVED

DEC 14 2011

ADOPTED

4/1/11

WS 2500

WORKING AGREEMENT

BETWEEN

LOWER COLUMBIA LONGSHOREMEN'S
FEDERAL CREDIT UNION

AND THE

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

FOR THE PERIOD

APRIL 1, 2011

THROUGH

MARCH 31, 2016

Section 1. After the first sixty (60) day of employment the Employer shall provide full family Health and Welfare, Western States Health and Welfare Fund of the OPEIU or a Medical Plan of equal to the above plan at no cost to the employee for the life of this Agreement.

Section 2. All compensable hours count towards the Health and Welfare/Dental eligibility rule (105 hours per payroll month).

Section 3. The Employer agrees to maintain the above benefits for each eligible employee for the life of this agreement.

Section 4. The Employer agrees to implement and maintain disability insurance for all employees who work more than half time.

ARTICLE 15 RETIREMENT PLANS

Section 1. For the purpose of providing a source of retirement, all eligible employees under the jurisdiction of Local 11 covered by this Agreement shall participate in the Western States 401(k) Retirement Fund of the OPEIU, and the Western States Office and Professional Employees Pension Fund, hereafter known as the "Retirement Funds". The contributions of the Employer and employees shall be used exclusively to provide retirement benefits to eligible member.

Section 2. The Employer agrees to contribute to the Retirement Funds a minimum contribution of twelve and one-half percent (12 ½%) of the employee's gross wage, excluding bonus, to the Western States Office and Professional Employees Pension fund in the amount specified in Schedule A. The employees will contribute a minimum of four percent (4%) to the Western States 401(k) Retirement Fund of the OPEIU.

Section 3. 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 4. The Employer confirms and ratified 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 5. 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 6. 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 7. 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.

ARTICLE 24. TERMINATION AND RENEWAL

This agreement shall be in full force and effect from APRIL 1, 2011 through March 31, 2016 and shall continue in effect from year to year (hereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided, that in the event the Union serves written notice in accordance with this Article, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provisions of this Agreement, any other provisions to the contrary notwithstanding. Upon signing of this Agreement or any future Agreement, the provisions therein shall be retroactive to the anniversary date.

AS Agreed this 1st day of April 2011.

LOWER COLUMBIA
LONGSHOREMEN'S
CREDIT UNION

Redacted by the U.S. Department of the
Treasury

Greg Bryant
President

Redacted by the U.S. Department of
the Treasury

David Myers
Secretary

OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL FEDERAL
UNION, LOCAL #11

Redacted by the U.S. Department of the
Treasury

Michael L Richards
Executive Secretary-Treasurer

Redacted by the U.S. Department of the
Treasury

Rick D Wilson
Union Representative

NEGOTIATING COMMITTEE

Redacted by the U.S. Department of the
Treasury



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

December 5, 2016

Robin Carns
Lower Columbia Longshore FCU
629 14th Ave
Longview, WA 98632

Dear Ms. Carns,

This notice is to inform you that we wish to extend the Agreement between the Lower Columbia Longshore FCU and the Office & Professional Employees International Union, Local 11 in its entirety including addendums, appendices and letters of understanding until March 31, 2018.

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

Please note that the new termination date for this Agreement will be March 31, 2018.

If you have any questions please contact me at the Local 11 office.

Thank you for your assistance.

Respectfully,

Redacted by the U.S. Department of the Treasury

Matthew E. DeVore
Union Representative

MED/dmt
opeiul1/afl-cio
Certified Mail: 7016 0340 0000 6505 6306

WS 2500
0811

MEMORANDUM OF UNDERSTANDING
between
TOWER COLUMBIA LONGSHOREMEN'S FEDERAL CREDIT UNION
and the
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

This Memorandum of Understanding is entered into between the TOWER COLUMBIA LONGSHOREMEN'S Federal Credit Union and the Office & Professional Employees International Union, Local 11 and specifically shall be in accordance with Article 15 Retirement Plans within the Collective Bargaining Agreement and solely for the membership employed there.

It is mutually agreed by all parties that the Employer agrees to continue a contribution of one dollar and sixty-four cents (\$1.64) and in addition the surcharge amount listed in the Supplemental Contribution Schedule, per compensable hour, on behalf of each employee into the Western States Office & Professional Employees Pension Fund.

It is further agreed that should there be any changes in the Supplemental Contribution Schedule the Employer shall adopt the newest schedule presented by the Trustees of the Western States Office & Professional Employees Pension Fund. Should the Western States Office & Professional Employees Pension Fund release the Employer from the obligation to pay according to the Supplemental Contribution Schedule, then the minimum pension contribution amount of fifty cents (\$0.50) per compensable hour shall be in full force and effect.

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

Agreed to on this 2nd of February 2012.

Redacted by the U.S. Department
of the Treasury

Greg. Brown/President
Tower Columbia Longshoremen's Federal Credit Union

Redacted by the U.S. Department of the
Treasury

MU/bc
08/01/12
all
TOWER COLUMBIA LONGSHOREMEN'S F.C.U. (P) WS

Redacted by the U.S. Department of the
Treasury

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

WS 2500
OP 11

MEMORANDUM OF UNDERSTANDING

Between

LAVERIE + COMPANY, FEDERAL CREDIT UNION, EMPLOYEES

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

This Memorandum of Understanding is entered into between the LAVERIE + COMPANY, FEDERAL CREDIT UNION, and the Office & Professional Employees International Union, Local 11 and specifically shall be in accordance with Article 15 Retirement Plans within the Collective Bargaining Agreement and solely for the membership employees here.

It is mutually agreed by all parties that the Employer agrees to continue a contribution of one dollar and sixty-four cents (\$1.64) and in addition the amount listed in the Supplemental Contribution Schedule, per compensable hour, on behalf of each employee into the Western States Office & Professional Employees Pension Fund.

It is further agreed that should there be any changes in the Supplemental Contribution Schedule the Employer shall adopt the newest schedule presented by the Trustees of the Western States Office & Professional Employees Pension Fund. Should the Western States Office & Professional Employees Pension Fund release the Employer from the obligation to pay regarding to the Supplemental Contribution Schedule, then the minimum pension contribution amount of fifty cents (\$0.50) per compensable hour shall be in full forward effect.

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

Agreed to on this 27th of February 2017.

Redacted by the U.S. Department of the Treasury

Greg Brown/President
Office & Professional Employees Federal Credit Union

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

Redacted by the U.S. Department of the Treasury

MAJ/DJS
gph/af
af/af
MOU for Local 11, Office & Professional Employees Federal Credit Union

APR 13 2011

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

EMPLOYER PARTICIPATION AGREEMENT

ATTACHMENT B: NONBARGAINING UNIT EMPLOYEES

The Participating Employer requests to cover the following nonbargaining unit employees under the Plan and makes the following representations:

1. All employees are full-time employees and none are represented by a union;
2. All employees are or will be duly enrolled in the Plan and Participating Employer will make appropriate contributions on behalf of all covered employees according to the Board's rules and regulations;
3. All employees are in the following reasonable classification (subject to Board approval: the Participating Employer must make an accurate and full disclosure to the Board as part of this Agreement):

Classification: _____

_____ n/a _____

Total number of employees not covered by a CBA: _____

Total number of employees in the classification: _____

Total number of employees not covered by a CBA
who are excluded from the proposed classification: _____

Reason employees not covered by a CBA are excluded from the Classification:

_____ n/a _____

4. Contribution rate for nonbargaining unit employees: _____

Redacted by the U.S. Department of the
Treasury

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date: _____

Ann Travers
Credit Union Manager
4/12/2011

List nonbargaining unit employees in your classification on the back of this page

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

APR 13 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: Lower Columbia Longshoremen's F.C.U.
Contract Person: Ann Travers
Address: 629 14th Avenue
City, State & Zip: Longview, WA 98632
Telephone: 360 423-2770

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

APR 13 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: _____

Kenn Travers

Credit Union Manager

2/11/2011

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

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Redacted by the U.S. Department of the Treasury

Michael Parmelee, Co-Chair

NOV 16 2011

LABOR AGREEMENT

BETWEEN

LUMBER & SAWMILL WORKERS LOCAL 2949

ROSEBURG, OR

AND THE

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,

LOCAL 11

AFL-CIO

FOR THE PERIOD

APRIL 1, 2013

THROUGH

MARCH 31, 2020

WS0603
Local 11

Section 2. Employees covered by Employer-paid health and welfare plans with salary indemnity goes into effect, and from then until their earned sick leave is used, the Employer will pay the difference between the allowance from the employee's health and welfare and their regular salary.

ARTICLE 14. PENSION

Section 1. The Employer agrees to contribute to the Western States Office & Professional Employees Pension Fund a minimum contribution as stated below.

Effective April 1, 2013, the Employer agrees to make a minimum contribution of two dollars and forty-three (\$2.43) cents per compensable hour, excluding overtime, to the Western States Office & Professional Employees Pension Fund for all bargaining unit employees. The Employer also agrees to contribute the additional sixty percent (60%) for the pension surcharge amount listed in the 2013 Rehab Plan, in accordance with the Supplemental Contribution Schedule, with a total contribution amount of three dollars and eighty-eight cents (\$3.88) to the Western States Office & Professional Employees Pension Fund.

Effective April 1, 2014, the Employer agrees to make a minimum contribution of two dollars and forty-three cents (\$2.43) per compensable hour, excluding overtime, to the Western States Office & Professional Employees Pension Fund for all bargaining unit employees. The Employer also agrees to contribute the additional seventy-five percent (75%) for the pension surcharge amount listed in the 2013 Rehab Plan, in accordance with the Supplemental Contribution Schedule, with a total contribution amount of four dollars and twenty-five cents (\$4.25) to the Western States Office & Professional Employees Pension Fund.

Effective April 1, 2015, and for the duration of this Agreement, the Employer agrees to make a minimum contribution to the Western States Office & Professional Employees Pension Fund for all bargaining unit 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 four dollars and thirty-seven cents (\$4.37) 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, which would require the Employer to pay higher than what is defined in the 2015 calendar year; and/or should the Employer desire to withdraw from the pension under the Trust rules, this Agreement shall open for the purposes of bargaining these items 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 of two dollars and forty-three cents (\$2.43) per compensable hour, excluding overtime.

ARTICLE 22. TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from April 1, 2013 through March 31, 2020, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided, that in the event the Union serves written notice in accordance with this Article, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with Schedule "A" as set forth on this first day of April, 2013.

LUMBER & SAWMILL WORKERS
Local 2949

Redacted by the U.S. Department of the
Treasury

Randy ~~Foots~~
Business Representative

OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 11

Redacted by the U.S. Department of
the Treasury

Michael L. Richards
Executive Secretary-Treasurer

Redacted by the U.S. Department of the
Treasury

Maureen M. Colvin
Union Representative

MMC/dmi
open11/all-en

OP11
WS0603

MEMORANDUM OF UNDERSTANDING

BETWEEN

LUMBER & SAWMILL WORKERS LOCAL 2949 – ROSEBURG, OREGON

AND THE

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11

This Memorandum of Understanding is entered into between Lumber & Sawmill Workers Local 2949 – Roseburg, Oregon and the Office & Professional Employees International Union, Local 11 to allow proper communication between the parties listed above and in accordance with Article 14 Retirement within the Collective Bargaining Agreement.

It is mutually agreed by all parties that effective April 1, 2013 the Employer agreed to adopt the Western States Office & Professional Employees Pension Fund Rehabilitation Plan and continue contributions, including the additional surcharge amount listed in the Supplemental Contribution Schedule, per compensable hour, on behalf of each employee into the Western States Office & Professional Employees Pension Fund.

Be it further agreed that the newly negotiated and agreed upon that Article 14/Section 1 within the Collective Bargaining Agreement shall be amended to reflect actual percentage amounts within the Supplement Contribution Schedule for the Western States Office & Professional Employees Pension Fund as follows:

- Effective April 1, 2013, the Employer agrees to make a minimum contribution of two dollars and forty-three (\$2.43) cents per compensable hour, excluding overtime, to the Western States Office & Professional Employees Pension Fund for all bargaining unit employees. The Employer also agrees to contribute the additional seventy-four percent (74%) for the pension surcharge amount listed in the 2013 Rehab Plan, in accordance with the Supplemental Contribution Schedule, with a total contribution amount of four dollars and twenty-two cents (\$4.23) to the Western States Office & Professional Employees Pension Fund.
- Effective April 1, 2014, and for the duration of the Agreement, the Employer agrees to make a minimum contribution of two dollars and forty-three cents (\$2.43) per compensable hour, excluding overtime, to the Western States Office & Professional Employees Pension Fund for all bargaining unit 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 four dollars and thirty-seven cents (\$4.37) to the Western States Office & Professional Employees Pension Fund.

Be it further agreed that all other language within this Article shall remain in full force and effect and this memorandum shall be pursuant to the terms and conditions of Article 21 Grievance Machinery to the Collective Bargaining Agreement should there be any dispute regarding the interpretation and/or application.

Agreed on this 15 day of January 2014

Redacted by the U.S. Department
of the Treasury

Randy Foutz, Business Representative
Lumber & Sawmill Local 2949 - Roseburg, Oregon

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

MNC:dm
opeiu11/all-ops

OPEIU LOCAL 11

JAN 16 2014

RECEIVED

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

**Employer
Participation
Agreement**

WS 0603

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: Lumber & Sawmill Workers Local 2949

Contract Person: Randolph A. Fouts

Address: 742 SE Roberts Ave.

City, State & Zip: Roseburg, OR 97470

Telephone: (541) 672-3329

Aug 15 2011
A & I RECEIVED

2. Local Information.

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

3. Participation.

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

☒ An existing Participating Employer to update Plan records.

☐ A new Participating Employer.

Effective date of coverage: _____.

☐ A new group of Employees of an existing Participating Employer.

Effective date of coverage: _____.

4. Coverage.

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

☒ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.
Emailed copy on 8/4/11

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE: _____

Print Name: _____ Randolph A. Fouts

Title: _____ Business Rep

Date Signed: _____ 8/10/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____ Judith Zenk, Co-Chair

Date Signed: _____ OCT 26 2011

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____ Michael Parmelee, Co-Chair

Date Signed: _____ OCT 26 2011

A & I RECEIVED
AUG 15 2011

AGREEMENT

BETWEEN

**MACHINISTS AUTOMOTIVE TRADES, DISTRICT
LODGE #190**

AND

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

NOVEMBER 1, 2014 - OCTOBER 31, 2017



ARTICLE 12. PENSION PLAN

Effective February 1, 2000, the Employer agrees to contribute into a Trust Fund known as Office and Professional Employee's Pension Fund, for the account of each eligible employee working under this Agreement, the sum of Four Dollars and seventy-five cents (\$4.75) per hour. (Hours are defined as all hours paid or compensated for by the Employer.)

Effective November 1, 2011, hours paid, the Employer agrees to contribute on behalf of each employee the surcharge amount listed in the Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the Contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in this Article.

Employer agrees to be part of and bound by the Machinists 401(k) Plan (District Plan) effective 2/1/2000.

To be eligible for participation in the Plan, an employee, for the purpose of this Article, shall mean: "Any employee who is paid seventy (70) hours or more during the preceding calendar month."

Eligibility for coverage under the Plan shall be that full time employees shall have contributions made on their behalf for all hours paid.

ARTICLE 13. TERMINATION PAY

- (a) Any employee of over three (3) months continuous service, but less than six (6) months service, who may be discharged or laid off shall be given one (1) week's notice in writing or one (1) week's pay in lieu thereof. Any employee of over six (6) months continuous service who may be discharged or laid off shall be given two (2) week's notice in writing or two (2) week's pay in lieu thereof. This clause shall not apply when the discharge is because of dishonesty or misconduct. It shall be a reciprocal obligation and a matter of good faith on the part of the employee to give one (1) week's notice in writing after three (3) months service or two (2) week's notice in writing after six (6) months service in the case of an intended resignation.
- (b) The Employer shall have the right to discharge any employee for just cause, but no employee shall be discharged or discriminated against by reason of Union membership or Union activities.
- (c) Employees shall not be discharged unless the Employer has given the employee a letter of warning (with a copy to the Union) setting forth the complaint. Employee shall be allowed a reasonable period of time to correct such complaint. Letters of complaint will be invalid after a period of six (6) months.
- (d) In the event an employee terminates for any reason after six (6) months employment, he/she shall be entitled to prorated vacation pay from the Employer in addition to said two (2) weeks' notice. Prorated vacation will be based on one-twelfth (1/12th) of the amount employee would be eligible to receive at his/her next anniversary date for each month or major fraction thereof.
- (e) In cases of lay-off of employees of six (6) months continuous service, good or sufficient reason shall be given the Union two (2) weeks' prior to the date of lay-off. However, nothing noted herein shall restrict the Employer's right to lay-off employees, provided it does not conflict with the seniority provision of this Agreement

WORKING AGREEMENT

between

MACHINIST-BOILERMAKERS
FEDERAL CREDIT UNION

And the

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

FOR THE PERIOD

APRIL 1, 2014

THROUGH

MARCH 31, 2017

U.S. DEPARTMENT OF JUSTICE
MAR 11 2014
FBI - NEW YORK

ARTICLE 11. TERMINATION

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

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

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

Section 4. Employees terminated for reasons other than gross insubordination, dishonesty or insobriety shall first be warned by the Employer that failure to correct their work, conduct or other objectionable activity will lead to termination. If such warning is given to the employee, a file by the Employer, and a copy of the warning letter mailed to the Union office. In case of a termination following such warning, information in the employees personnel file will be made available to an authorized Union Representative upon request.

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

Section 1. The Employer will guarantee that employees will not have to pay additional cost for negotiated coverage of the Western States Health & Welfare Trust Funds of the OPEIU for the life of this Agreement provided thirty (30) days written notice is given by the Trust.

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

ARTICLE 13. RETIREMENT PLANS

Section 1. Effective April 1, 2014 and for the duration of this Agreement, the Employer agrees to contribute to the Western States 401(k) Retirement Fund of the OPEIU a minimum contribution of one dollar and seventy-six cents (\$1.76) 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 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, that the above amounts contributed shall be recognized as an incentive and that each participant, while not mandatory, seriously consider self-contributing amounts to insure a comfortable and dignified retirement.

Section 4. The 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, 2014 and for each year of the Agreement, it is mutually agreed by all parties that the Employer agrees to make a minimum contribution of two dollars and twenty cents (\$2.20) and in addition the surcharge amount listed in the Supplemental Contribution schedule, per compensable hour, on behalf of each employee into the Western States Office & Professional Employees Pension Fund. The Employer agrees that should the present contribution be greater than the minimum contribution above, the Employer will maintain the greater contribution.

Be it further agreed that should there be any changes to the Supplemental Contribution Schedule the Employer shall adopt the newest schedule presented by the Trustees of the Western States Office & Professional Employees Pension Fund. Should the Western States Office & Professional Employees Pension Fund release the Employer from the obligation to pay according to the Supplemental Contribution Schedule, then the minimum pension contribution amount of two dollars and twenty cents (\$2.20) per compensable hour shall be in full force and effect.

ARTICLE 14. HEALTH AND SANITATION

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

ARTICLE 22. TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from April 1, 2014 through March 31, 2017, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided, that in the event the Union serves written notice in accordance with this Article, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provisions of this Agreement, any other provisions to the contrary notwithstanding. Upon signing of this Agreement or any future Agreement, the provisions therein shall be retroactive to the anniversary date.

As Agreed this 1st day of April, 2014:

MACHINISTS - BOILERMAKERS FEDERAL CREDIT UNION

Redacted by the U.S. Department of the Treasury

Robert C. Petroff, President

Redacted by the U.S. Department of the Treasury

Scott Lucy, Secretary

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11

Redacted by the U.S. Department of the Treasury

Michael L. Richards, Executive Secretary-Treasurer

Redacted by the U.S. Department of the Treasury

Maureen Colvin, Union Representative

MNC/dmr
opened 1/25/20

WS 3396 ✓

SAMPLE LANGUAGE ADOPTING THE REHABILITATION PLAN

Plan: Western States Office and Professional Employee's Pension Fund
OPEIU Local 11

Parties: _____, the "Union; and
Machinists-Boilermakers FCU _____, the "Employer"

Effective Date: April 1 2012

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

Check applicable line: xx 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.

UNION APPROVAL

Signature _____
Title: President
Date: 4/19/2012

Signature _____
Title: _____
Date: _____

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

3396
FEB 16 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: Machinists-Boilermakers FCU
Contract Person: Angela Elsen-Sass
Address: 3645 SE 32nd Ave
City, State & Zip: Portland Oregon 97202
Telephone: (503) 235-8387

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

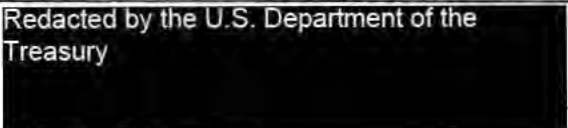
¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.

FEB 16 2011

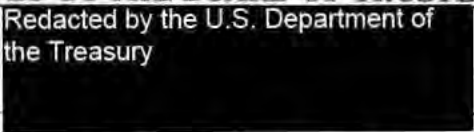
- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

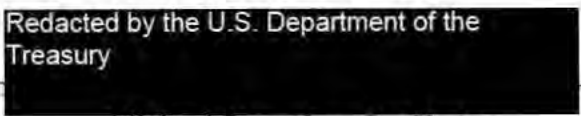
APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: 
Print Name: Angela Elsen-Sass
Title: Manager
Date Signed: Feb 14 2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

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

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

A & I RECEIVED

JUL 06 2015

WS 3414

WORKING AGREEMENT

BETWEEN

MANOR MANAGEMENT SERVICES, INC.

AND THE

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL

UNION, LOCAL 11

AFL-CIO

FOR THE PERIOD

NOVEMBER 1, 2013

THROUGH

OCTOBER 31, 2016

Section 4. Eligibility for the Health & Welfare, Dental (UCR) and Optical Plan shall begin after ninety (90) days of employment.

ARTICLE 13. RETIREMENT PLANS

Section 1. Effective November 1, 2010 and for the term of the Agreement, the Employer agrees to contribute to the Western States 401(k) Retirement Fund of the OPEIU a minimum contribution of one dollar and sixty-six cents (\$1.66) 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 401(k) Retirement Fund of the OPEIU in accordance with the Summary Plan Description, such contributions not to change from April 1 to April 1 of any year. Effective 2/1/99, (in addition to the amount listed in Section 1 of the Article) the Employer agrees to match to a maximum of fifteen cents (\$0.15) per hour for said self-contribution.

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 November 1, 2010 and for the term of the Agreement, the Employer agrees to make a minimum contribution of one dollar and eight cents (\$1.08) per compensable hour to the Western States Office & Professional Employees Pension Trust Fund for all employees. The Employer agrees that should the present contribution be greater than the minimum contribution above, the Employer will maintain the greater contribution.

Section 12. It is mutually agreed by all parties that the Employer agrees to continue a contribution of one dollar and eight cents (\$1.08) and in addition the surcharge amount listed in the Supplemental Contribution Schedule, per compensable hour, on behalf of each employee into the Western States Office & Professional Employees Pension Fund.

Be it further agreed that should there be any changes to the Supplemental Contribution Schedule the Employer shall adopt the newest schedule presented by the Western States Office & Professional Employees Pension Fund. Should the Western States Office & Professional Employees Pension Fund release the Employer from the obligation to pay according to the Supplemental Contribution Schedule, then the minimum contribution amount of one dollar and eight cents (\$1.08) per compensable hour shall be in full force and effect.

ARTICLE 14. HEALTH & SANITATION

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

ARTICLE 15. NON-DISCRIMINATION

Section 1. The Employer agrees to the principal 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 working conditions and rates of pay heretofore existing in the office of the employees.

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

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

ARTICLE 22. TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from November 1, 2013 through October 31, 2016, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such agreement; provided, that in the event the Union serves written notice in accordance with this Article, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provisions of this Agreement, any other provisions to the contrary notwithstanding. Upon signing of this Agreement or any future agreement, the provisions therein shall be retroactive to the anniversary date on all economic changes.

Date Signed: 6/25/14

MANOR MANAGEMENT
SERVICES, INC.

Redacted by the U.S. Department of the
Treasury

Patrick C. O'Toole
President

Date Signed: 6/25/14

OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 11

Redacted by the U.S. Department
of the Treasury

Michael L. Richards
Executive Secretary-Treasurer

MLR/dm
opened 1/20/2014

Western States Office and Professional Employees Pension Fund

December 26, 2012



WS3414
MANOR MANAGEMENT SERVICES, INC.
1625 SE Lafayette
Portland, OR 97202

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

Dear Employer:

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

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

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

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

The back side of this letter contains some frequently asked questions related to Participation Agreements. We ask that you mail the completed and signed form to the Plan's Administrative Office at the following address by **January 8, 2012**:

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

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

Sincerely,

WSOPE Pension Fund Administrative Office

Encl.

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

WORKING AGREEMENT

BETWEEN

MANOR MANAGEMENT SERVICES, INC.

AND THE

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL
UNION, LOCAL 11

AFL-CIO

FOR THE PERIOD

NOVEMBER 1, 2010

THROUGH

OCTOBER 31, 2013

WS 3414

FORWARDED
10/12/11

A & I RECEIVED
OCT 12 2011

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 November 1, 2010 and for the term of the Agreement, the Employer agrees to make a minimum contribution of one dollar and eight cents (\$1.08) per compensable hour to the Western States Office & Professional Employees Pension Trust Fund for all employees. The Employer agrees that should the present contribution be greater than the minimum contribution above, the Employer will maintain the greater contribution.

Section 12. The Employer and the employees agree to a uniform deduction from gross wage earnings to allocate towards the pension surcharge amount listed in the Supplemental Contribution Schedule to the Western States Office & Professional Employees Pension Trust Fund.

Western States Office & Professional Employees Pension Trust Fund Supplemental Contribution Schedule:

- November 1, 2010 thirty cents (\$0.30)
- November 1, 2011 forty six cents (\$0.46)
- November 1, 2012 sixty three cents (\$0.63)

Be it further agreed that should the Western States Office & Professional Employees Pension Trust Fund go back into the green and/or the Pension Rehabilitation Plan be resolved, these additional monies shall be distributed back to the employee wage rates and reflected on Schedule "A" to this Agreement.

ARTICLE 14. HEALTH & SANITATION

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

ARTICLE 15. NON-DISCRIMINATION

Section 1. The Employer agrees to the principal 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 working conditions and rates of pay heretofore existing in the office of the employees.

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

A & I RECEIVED

OCT 12 2011



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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MASTER TRADE SECTION

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

FOR THE PERIOD OF

APRIL 1, 2016 THROUGH MARCH 31, 2019

ARTICLE 15

PENSIONS

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

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

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

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

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

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

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

ARTICLE 22

TERMINATION AND RENEWAL

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

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

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

Redacted by the U.S. Department of the Treasury

By

Suzanne Mode
Business Manager

Redacted by the U.S. Department of the Treasury

By

David Ciprut, REBOUND
Bargaining Committee

Redacted by the U.S. Department of the Treasury

By

Fred Hutchins, IBEW Local 77
Bargaining Committee

Redacted by the U.S. Department of the Treasury

By

Traci Miller, Heat & Frost Insulators Local 7
Bargaining Committee

Redacted by the U.S. Department of the Treasury

By

Carol O'Neill, Sprinkler Fitters Local 699
Bargaining Committee

Redacted by the U.S. Department of the Treasury

By

Tyler Walser, IBEW Local 77
Bargaining Committee

FOR THE MASTER TRADE SECTION

Redacted by the U.S. Department of the Treasury

By

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

Redacted by the U.S. Department of the Treasury

By

Employer

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

FEB 11 2011

**Employer
Participation
Agreement**

WS 6775

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: MARTIN LUTHER KING JR. COUNTY LABOR COUNCIL
Contract Person: DAVID FREIBOTH
Address: 2800 FIRST AVE #206
City, State & Zip: SEATTLE, WA 98121
Telephone: 206-441-8510

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): NON-PROFIT CORPORATION

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): SEE ITEM 1

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

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

3 employees covered by the collective bargaining agreement; and

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

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

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

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

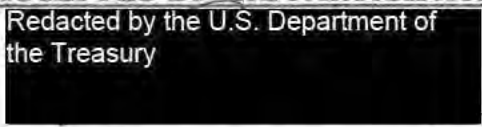
a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

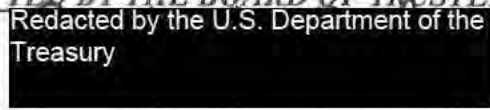
EMPLOYER SIGNATURE:  Redacted by the U.S. Department of the Treasury

Print Name: DAVID FREIBOTH

Title: EXEC. SEC. - TREAS.


Date Signed: 2-8-11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

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

Print Name: Judith Zenk, Co-Chair

Date Signed: OCT 26 2011

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

Print Name: Michael Parmelee, Co-Chair

Date Signed: OCT 26 2011

OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

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

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

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

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

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

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

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

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 8

Redacted by the U.S. Department of the Treasury

By _____
Suzanne Mod
Business Manager

FOR THE TRADE SECTION EMPLOYERS

Redacted by the U.S.
Department of the Treasury

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

Trade Section Employers Participating in Western States Pension Fund

2016

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

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

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

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

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

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

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

#8181

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

#8253

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

#8109

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

#8101

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

#8255

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

#775

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

#8235

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

#8162

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

#8138

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

#8127

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

#8241

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

#8108

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

#8154

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

#8118

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

#8164

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

#8226

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

#8126

AGREEMENT

Between

**NORTHERN CALIFORNIA DISTRICT
COUNCIL OF LABORERS**

And

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

November 1, 2015 through October 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 Three dollars and twenty cents (\$3.20) per hour effective September 12, 2005.

The employees may, on an annual basis, allocate to pension from their wages.

Effective October 1, 2012, the Employer shall pay contributions on behalf of each bargaining unit employees as defined in the incorporated rate of the Supplement Employer Contribution Schedule, as defined by the Trustees of the Pension Plan.

The Employer agrees should the Trustees' increase the amount in any year of the contract, the Employer will pay up to five (5%) percent each year. If the Trustees' increases are over five (5%) percent in any year, the contract will open to determine who will pay the amount.

ARTICLE 13. TERMINATION PAY

- (a) New employees will be required to serve a six (6) month probationary period. Regular employees may be discharged without cause and without recourse to the grievance procedure within the first six (6) months of employment.
- (b) The Employer shall have the right to discharge any employee for just cause, but no employee shall be discharged or discriminated against by reason of union membership or union activities.
- (c) Employees shall not be discharged without cause. The Employer agrees to the progressive steps of discipline.

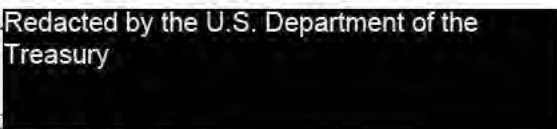
ARTICLE 14. SEVERANCE PAY

In the event of a merger, the closing of an office or the abolishment of a job, the employee(s), if having completed at least three (3) years' continuous service, shall receive one (1) week's pay for each year of employment with a maximum severance pay of ten (10) weeks where the employee is not immediately employed by the resultant Union or offered reasonable employment and where the employee(s) is not eligible for full Social Security retirement benefits.

ARTICLE 29. DURATION OF AGREEMENT AND PROVISIONS FOR AMENDMENT

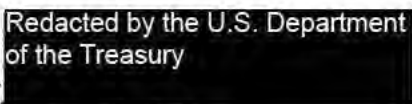
This Agreement, together with all provisions herein set forth, shall continue in full force and effect from November 1, 2015 through October 31, 2018, and shall continue in full force and effect thereafter from year to year unless either party has served the other party written notice of its desire to change or modify this Agreement sixty (60) days prior to the date of expiration. In such event, negotiations shall be reopened in order to revise the section or sections regarding which notice of the proposed changes has been served. When agreed upon, these changes shall be incorporated into this Agreement effective as of the beginning of the year's term for which the revisions were proposed.

**NORTHERN CALIFORNIA DISTRICT
COUNCIL OF LABORERS**

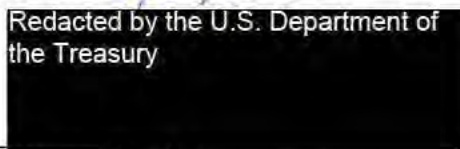
By 
Oscar De La Torre
Business Manager

Date: 5/18/16

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

By 
Tamara R. Rubyn
President/Business Manager

Date: 5/23/16

By 
Kelly Gschwend
Vice President/Business Representative

Date: 5-23-16

TK/lm(CCL10015)
cwa:9415/all-cio

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

WS8237, FEB 17 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: Northern Calif. District Council of Laborers
Contract Person: Oscar De La Torre, Business Manager
Address: 4780 Chabot Drive, Suite 200
City, State & Zip: Pleasanton, CA 94588
Telephone: (925) 469-6800

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.

- 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: Oscar De La Torre

Title: Business Manager

Date Signed: 02-11-11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: Judith Zenk, Co-Chair

Date Signed: NOV 16 2011

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: Michael Parmelee, Co-Chair

Date Signed: NOV 16 2011

Office & Professional Employees International Union Local 29

AFL-CIO & CLC

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

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

AGREEMENT TO ADOPT REHABILITATION PLAN

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

Parties: OPEIU Local 29 the "Union; and

Northern Calif District Council of Laborers 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:

10-1-2012

Check applicable line:

☒

Rehabilitation Plan Schedule

☐

Default Rehabilitation Plan Schedule

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

Redacted by the U.S. Department of the Treasury

Signature

Title:

Date:

UNION APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title:

Date:

P93/1m(RehabAdopt2012)
www.opciu29.org

WS1131

AGREEMENT

between

**NORTHERN CALIFORNIA CEMENT MASONS
JOINT APPRENTICESHIP AND TRAINING
COMMITTEE**

and

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

September 1, 2013 - August 31, 2016



ARTICLE 11. CLASSIFICATIONS AND MINIMUM WAGE SCALES – continued

CLASSIFICATION	Effective 9/1/2013 Per Hour
OFFICE COORDINATOR/ ADMINISTRATOR	\$34.86
One who represents the Employer in managing and maintaining the office functions and who may make recommendations to the Employer pertaining to discipline, employment and termination of office employees. Wage rate shall be at least ten percent (10%) above the highest other classification provided for in this Agreement.	

Any employee who works alone in a "One Person Office" in which no Union official keeps regular office hours in the office shall be paid at the Office Coordinator/Administrator rate.

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

It is understood and agreed that no employee shall suffer any reduction in wages and conditions as a result of the signing of this Agreement.

It is agreed between the parties that all work performed on a temporary or emergency basis in a higher classification shall be paid at the higher rate after a minimum of four (4) hours a day, including, but not limited to, vacation and/or sick leave relief.

All regular part-time employees shall receive all of the benefits of the Agreement on a pro-rata basis.

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 Five Dollars and Sixty-Five cents (\$5.65) per hour. 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 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.

ARTICLE 34. DURATION OF AGREEMENT

This Agreement, together with all provisions herein set forth, shall continue in full force and effect from September 1, 2013 until August 31, 2016, and shall continue in full force and effect thereafter from year to year unless either party has served the other party written notice of its desire to change or modify this Agreement sixty (60) days prior to the date of expiration. 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, 2016, 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.

NORTHERN CALIFORNIA CEMENT MASONS JOINT APPRENTICESHIP AND TRAINING COMMITTEE

Redacted by the U.S.
Department of the Treasury

By: _____

Mark Gonzalez
Director

Date: 10/7/13

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

Redacted by the U.S. Department of the
Treasury

By: _____

Tamara R. Rubyn
President/Business Manager

Date: 10/9/13

Redacted by the U.S. Department
of the Treasury

By: _____

Terry Keller /
Business Representative

Date: 10-9-13

TK/lm(CMT09012013)
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

Plan: Western States Office and Professional Employee's Pension Fund
Parties: Office & Professional Employees International Union, Local 29, the "Union; and
Northern California Cement Masons IATC, 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:

9-1-13

Check applicable line:

☒

Rehabilitation Plan Schedule

☐ Default Rehabilitation Plan Schedule

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

EMPLOYER APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title:

Business Representative

Date:

8-5-13

UNION APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title:

Director of Training

Date:

8/5/13

PGS/lm(RehabAdopt2012)
ows:9415/af-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: Northern California Cement Masons JATC
Contract Person: Mark Gonzalez, Director
Address: 2350 Santa Rita Road
City, State & Zip: Pleasanton, CA 94566
Telephone: 925/484-2271

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: _____

FEB 11 2011

4. Coverage.

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: _____

Redacted by the U.S. Department
of the Treasury

Print Name: _____

Mark Gonzalez

Title: _____

Director

Date Signed: _____

2/8/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: _____

Redacted by the U.S. Department of the
Treasury

Print Name: _____

Judith Zenk, Co-Chair

Date Signed: _____

NOV 03 2011

CO-CHAIR SIGNATURE: _____

Redacted by the U.S. Department of the
Treasury

Print Name: _____

Michael Parmelee, Co-Chair

Date Signed: _____

NOV 03 2011

FEB 11 2011

formerly Local 319
now local 30

WS 1202

A & I RECEIVED

JUL 16 2015

AGREEMENT

BETWEEN

NATIONAL ASSOCIATION OF LETTERCARRIERS BRANCH 704



AND

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL

UNION LOCAL NO. 30

JANUARY 1, 2014 THROUGH DECEMBER 31, 2016

ARTICLE XXIII PENSION

SECTION 1. Office employees covered under this Agreement will have the option to choose between coverage under the Western States Office and Professional employees Pension Trust Fund, or another Fund which is completely Employer paid. A contribution on behalf of each employee will be made in the following amounts:

Effective January 1, 2014 - \$1.80 per hour in pay status

The Employer agrees to make contributions in accordance with the above for all employees who have completed the probationary period.

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

SECTION 3. Regular part-time employees shall be covered by the provisions of this Article.

SECTION 4. The Employer and the employee's agree to be bound by the terms and provisions of the Trust Agreement and amendments thereto, of the Western States Office and Professional Employees Pension Trust Fund or of any other Fund.

ARTICLE XXIV - UNION SECURITY

It is agreed by the parties to this Agreement that in the event the laws, State or Federal, pertaining to the Union Security are changed by Congressional or Legislative Amendments, Court Decisions or Governmental or State Regulations or Decisions, they will immediately reopen this Agreement for negotiation of Union Security.

ARTICLE XXV - ALTERATION AND VALIDITY OF AGREEMENT

SECTION 1. 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 provisions shall be superseded by the appropriate provisions of such laws or regulations, so long as same is in force and effect, and such invalidation of such portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

SECTION 2. No agreement, alteration, understanding variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer.

ARTICLE XXVI - TERM OF AGREEMENT

Article XXII Pension and Classification and Wages shall be opened for negotiations at least thirty-five (35) calendar days prior to October 1, 2014 for benefits to become effective on January 1, 2015 and on October 1, 2015 for benefits to become effective January 1, 2016.

All other terms of this Agreement shall be in full force and effect until December 31, 2016 and shall be automatically renewed from year to year, unless the Union or Signatory Employer serves upon the other written notice by certified mail of desire to modify, amend, or terminate this Agreement, in which case, the written notice shall be given at least sixty (60) but not more than seventy-five (75) calendar days prior to the expiration date of this Agreement, or to the expiration of any automatic yearly extension.

IN WITNESS WHEREOF, THE parties being duly authorized have hereunto set their official seals, duly attested, this 12th day of December, 2013.

NATIONAL ASSOCIATION OF LETTER
CARRIERS, BRANCH 704

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL NO. 30

Stuart Love, President
2950 N. Country Club Rd.
Tucson, Arizona 85716

Walter Allen Jr. Executive Director/CFO
6136 Mission George Rd Ste # 214
San Diego, California 92120

Rosalinda L. Rae-Lead Steward
6151 E. 25th St. Tucson, Arizona 85711



SL/RLR/WA
opeiu:30
all-cio

WS 1202

LETTER OF ADDENDUM

Between

National Association Of Letter Carriers Branch 704

And

Office and Professional Employees International Union Local #319

It is hereby mutually agreed that effective January 1, 2011 the National Association Of Lettercarriers Branch 704 hereby adopts the Western States Office & Professional Employees Pension Trust Updated Rehabilitation Plan schedule.

This Agreement reached this 10th day of December 2010 by and between the parties.

National Association Of
Letter Carriers Branch 704

Office & Professional Employees
International Union Local #319

Redacted by the U.S.
Department of the Treasury

Redacted by the U.S. Department of the
Treasury

Stuart Love, President

Elvira V.M. Acosta, Vice President
Negotiating Committee Chairman



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

**Employer
Participation
Agreement**

ws 1202

✓

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: NATIONAL ASSOCIATION OF LETTER CARRIERS BR 704
Contract Person: KENNETH BERTSCHY, TREASURER
Address: 727 N SWAN AVE
City, State & Zip: TUCSON, AZ 85711
Telephone: 520 323-2117

2. Local Information.

Employer has a collective bargaining agreement with Local Union 319 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

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

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

4. Coverage.

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

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

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

A&I RECEIVED
AUG 30 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: Alice G. M. Leon

Title: Secretary

Date Signed: August 25, 2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: Judith Zenk, Co-Chair

Date Signed: OCT 26 2011

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: Michael Parmelee, Co-Chair

Date Signed: OCT 26 2011

A&I RECEIVED
AUG 29 2011

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

OPEIU LOCAL 11

APR 13 2016

RECEIVED

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

Section 6. The said contribution shall be paid monthly up to and including the last payroll date of each and every calendar month on or before the 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

MMC/dmt
opeiu11/aff-cio

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. NON-DISCRIMINATION

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

MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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

SIGNED this 30th day of SEPTEMBER 2010.

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

Maddyn Elder/President CWA Local 7901
ULUA-Negotiating Team

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

Maureen Bower/Union Representative
OPEIU Local 11

Redacted by the U.S. Department of the Treasury

Sharon Allen/Member
Local 11

Redacted by the U.S. Department of the Treasury

Linda Gustafson/Member
Local 11

RECEIVED

2011

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

11
APR 21 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: NIETC
Contract Person: Rod Belisle
Address: 16021 NE Airport Way
City, State & Zip: PORTLAND OR 97230
Telephone: 503 262 9991

Neca-IBEW Training Trust

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a (insert form of business): EDUCATIONAL FELLOWSHIP

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): NI ETC

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

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

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE:

Print Name:

TIMOTHY J. GAUTNIER

Title:

Trustee

Date Signed:

4-19-11

CLIFF STOLIS

Chairman

4-19-2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE:

Print Name:

Judith Zenk, Co-Chair

Date Signed:

NOV 03 2011

CO-CHAIR SIGNATURE:

Redacted by the U.S. Department of the Treasury

Print Name:

Michael Parmelee, Co-Chair

Date Signed:

NOV 03 2011

WS 8286

NORTHERN CALIFORNIA TILE INDUSTRY JATC

And

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

NOVEMBER 1, 2013 - OCTOBER 31, 2016



ARTICLE 12. PENSION PLAN

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

Effective June 1, 2013 contribution rate is \$6.25; supplemental rates eff. 6/1/13: of 78% equal to \$4.875 additional (Retroactive to June 1, 2013).

Effective June 1, 2014 contribution rate is \$6.25; supplement rates effective 6/1/14 of 80% equal to \$5.00 additional (An increase of \$0.125 cents).

- (b) The Employer shall pay contributions on behalf of each bargaining unit employee as defined in the incorporated rate of the Supplemental Employer Contribution Schedule, as defined by the Trustees of the Pension Plan.
- (c) If in any year of the Agreement the Pension Trustees lower the percentage rates in the rehabilitation plan or the Red Zone status goes away, the contract would open for the parties to negotiate regarding wages in that year and subsequent years of the Agreement.
- (d) Eligibility for coverage under the plan shall be that employees shall have contributions made on their behalf for all hours paid, including, but not limited to, holidays, vacation, sick leave, jury duty, bereavement leave, etc.

This shall apply to all who are not presently covered by another Plan which is Employer paid. Employees currently covered by another Plan shall have the option of continuing under their old Plan or changing to the Western States Office and Professional Employees Pension Fund. For those other plans, the Employer agrees to pay an additional twenty-five cents (\$.25) per hour for each year of this Agreement.

- (e) Upon an employee's written request, the Employer may agree to participate in and to deduct voluntary employee contributions from an employee's payroll and to forward them to a qualified 401(k) plan.

ARTICLE 13. TERMINATION PAY

- (a) Any employee of over three (3) months' continuous service but less than six (6) months' service who may be discharged or laid off shall be given one (1) week's notice in writing or one week's pay in lieu thereof. Any employee of over six (6) months' continuous service who may be discharged or laid off, shall be given two (2) weeks' notice in writing or two (2) weeks' pay in lieu thereof.

ARTICLE 33. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assigns of the parties hereto.

In the event that a succession or assignment takes place and the successor is out of the jurisdiction of this contract, the Employer agrees to negotiate with the Union on the rights, the seniority provisions, and benefits of the employees covered by this Agreement.

ARTICLE 34. INDUSTRIAL WELFARE COMMISSION ORDER

In the event the existing I.W.C. Order #4-89 covering Professional, Technical, Clerical, Mechanical and similar occupations becomes invalid, the provisions of this order shall automatically be incorporated in the Collective Bargaining Agreement.

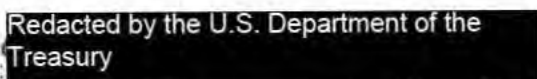
ARTICLE 35. DURATION OF AGREEMENT, PROVISIONS FOR AMENDMENT

This Agreement, together with all provisions herein set forth, shall continue in full force and effect from November 1, 2013 through October 31, 2016 and shall continue in full force and effect thereafter from year to year unless either party has served the other party written notice of its desire to change or modify this Agreement sixty (60) days prior to the date of expiration. In such event, negotiations shall be reopened in order to revise the section or sections regarding which notice of the proposed changes has been served. When agreed upon, these changes shall be incorporated into this Agreement effective as of the beginning of the year's term for which the revisions were proposed.

All side letters shall remain in effect for the duration of this Agreement.

FOR THE EMPLOYER:

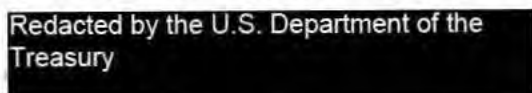
**NORTHERN CALIFORNIA TILE
INDUSTRY JATC**

By: 
Mark Wuelfing
President

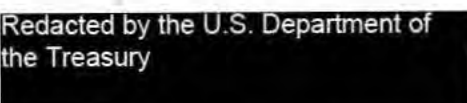
Date: 5-27-14

FOR THE UNION:

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

By: 
Tamara R. Rubyn
President/Business Manager

Date: 6/24/14

By: 
Kelly Gschwend
Business Representative

Date: 6-24-14

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

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

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

AGREEMENT TO ADOPT REHABILITATION PLAN

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

Parties: OPEIU 29 the "Union; and

No. Ca. Tile Industry JATO 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:

June 1, 2013

Check applicable line:

☒ Rehabilitation Plan Schedule
☐ Default Rehabilitation Plan Schedule

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

EMPLOYER APPROVAL

Redacted by the U.S.
Department of the Treasury
Signature [Signature]

Title: Chairman

Date: 10/29/13

UNION APPROVAL

Redacted by the U.S. Department of
the Treasury

Signature [Signature]

Title: Vice President / Bus. Rep.

Date: 10/29/13

PGS/m(RehabAdopt2012)
evr:9415/all-cio

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

FEB 28 2011

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: NORTHERN CALIFORNIA TILE INDUSTRY JATC
Contract Person: TOMMY CONNER
Address: 633 BATTERY ST., 2ND FLOOR
City, State & Zip: SAN FRANCISCO, CA 94111
Telephone: 415-986-6276

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.

FEB 28 2011

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

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

Print Name: TOMMY CONNER

Title: TRUSTEE

Date Signed: 2/17/11

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

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.

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. NON-DISCRIMINATION

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

MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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

SIGNED this 30th day of SEPTEMBER 2010.

Redacted by the U.S.
Department of the
Treasury

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

Redacted by the U.S.
Department of the
Treasury

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

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of
the Treasury

Maddyn Elder/President CWA Local 7901
ULUA-Negotiating Team

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of
the Treasury

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

Redacted by the U.S. Department of the
Treasury

Maureen Bower/Union Representative
OPEIU Local 11

Redacted by the U.S.
Department of the

Sharon Allen/Member
Local 11

Redacted by the U.S.
Department of the Treasury

Laura Gustafson/Member
Local 11

RECEIVED

2011

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

**Employer
Participation
Agreement**

WS 2560

RECEIVED
AUG 25 2011

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

1. Employer Information.

Name: NORTHWEST LABOR Press
Contract Person: _____
Address: PO Box 13150
City, State & Zip: PORTLAND OR 97213
Telephone: 503 288-3311

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a (insert form of business): Newspaper Publisher.

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:

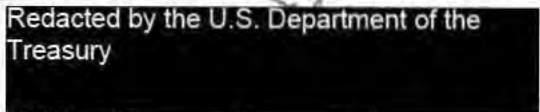
a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

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.**


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.

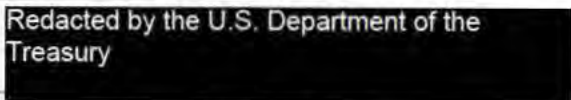
APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: 
Print Name: Michael Gutwig
Title: Editor
Date Signed: 8/23/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

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

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

AUG 25 2011

A & I RECEIVED

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} ~~day of August~~ ^{SEPTEMBER} 2010.
Redacted by the U.S.
Department of the Treasury

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

Redacted by the U.S.
Department of the Treasury

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

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of
the Treasury

Maddyn Elder/President CWA Local 7901
ULUA-Negotiating Team

Redacted by the U.S. Department of the
Treasury

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

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

Redacted by the U.S. Department of the
Treasury

Maureen Bower/Union Representative
OPEIU Local 11

Redacted by the U.S.
Department of the Treasury

Sharon Allen/Member
Local 11

Redacted by the U.S. Department
of the Treasury

Laura Gustafson/Member
Local 11

RECEIVED

2011

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

FEB 10 2011
11-2700

**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: Northwest Oregon Labor Council, AFL-CIO
Contract Person: Julie Devlaeminck, Office Manager
Address: 1125 SE Madison St., Ste. 100D
City, State & Zip: Portland, OR 97214
Telephone: (503) 235-9444

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

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

Print Name: Bob Tackett

Title: Executive Secretary-Treasurer

Date Signed: 2/9/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

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

Print Name: Judith Zenk, Co-Chair

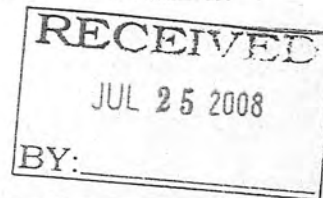
Date Signed: NOV 16 2011

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

Print Name: Michael Parmelee, Co-Chair

Date Signed: NOV 16 2011

FEB 10 2011



29-W 1074

AGREEMENT

Between

**OPERATING ENGINEERS
MULTI-SERVICES ACCOUNT, RENO, NEVADA**

And

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

JULY 1, 2007 – JUNE 30, 2012



ARTICLE 12. JURY DUTY

Section 1. Employees impaneled in a jury and/or performing active jury duty shall be paid the difference between the jury pay received and his/her salary.

Section 2. An employee called for jury duty shall be permitted the required time off, with pay, to answer the jury panel requirements, but shall return to work immediately after the dismissal by the court.

Section 3. Employees required to appear in court on behalf of the Employer during their normal work week shall receive their regular straight time pay during such appearance. If employees appear in court on behalf of the Employer on their day off, they shall receive the appropriate overtime rate of pay for the time spent in making such appearance.

ARTICLE 13. MILEAGE

Employees who are required to use their own vehicles to travel during work hours performing Employers business, shall be paid mileage at the current IRS allowable rate per mile plus any expenses incurred such as parking and bridge tolls. Examples such as, but not limited to, commuting between various Employer offices, post office and bank.

ARTICLE 14. HEALTH & WELFARE PLAN

- (a) The monthly cost, effective July 1, 2007, for coverage for each employee and his/her dependents under the Operating Engineers Nevada Health and Welfare Trust Fund is Eight Hundred Twenty-Two Dollars (\$822.00). The cost of the July 1, 2008 increase to the Health Plan (determined to increase the rate to \$862.00/month) shall be paid by the Employer. Future increases after July 1, 2008, shall be diverted from the Employees' economic increase for that year.
- (b) 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. If an employee is laid off with less than seventy (70) hours work, the Health & Welfare premium shall be paid for the month in which the layoff occurred.

ARTICLE 15. 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, as noted in the Appendix "D."

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."

ARTICLE 15. PENSION PLAN - *continued*

This shall apply to all who are not presently covered by another Plan, which is Employer paid. Employees currently covered by another Plan shall have the option of continuing under their old Plan or changing to the Western States Office & Professional Employees Pension Fund.

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

Employees may divert any portion of their January 1, 2009, and subsequent annual economic increases to Pension, as allowed under ERISA, Plan Documents and any applicable State laws, by majority vote of the employees, to be effective the first of the month following such majority vote.

ARTICLE 16. SENIORITY

Seniority shall be defined as an employee's continuous length of service with her/his respective Employer.

In promotions where merit, ability and qualifications are approximately equal, the most senior employee shall be awarded the promotion. Within ninety (90) days, should the promoted employee be unable to perform the duties of the higher classification, the employee shall have the right to be demoted to his/her former or equivalent position without loss of seniority and the right to such employment shall not be jeopardized by reason of such demotion.

In laying off employees, the last person hired shall be the first person laid off provided those employees remaining have the ability required to perform the remaining work. In re-employing laid off employees, the last person laid off shall be the first person rehired, provided s/he has the ability necessary to do the available work.

Seniority shall not apply to any employees who have not been employed at least four (4) months continuously during the past twelve (12) month period. Voluntary quitting without leave of absence or discharge for cause terminates seniority. Layoffs due to lack of work do not break seniority unless such layoffs exceed nine (9) months.

If an employee is demoted to a lower classification, said employee shall have recourse to the grievance procedure (Article 21) of this Agreement. The promotion to, or demotion from, the Administrative Assistant classification shall not be subject to the provisions of this Article.

In the event of relocation of an office currently covered by this Agreement, employees at the previous location will be transferred to the new office location. In the event of relocation of a position(s) currently in an office covered by this Agreement, the affected employee(s) will be given first consideration for the position(s) at the new location, consistent with Article 3 of this Agreement.

Any employee who is relocated under this provision to a location that reasonable requires the employee to relocate his or her residence shall be given unpaid leave for up to three (3) workdays for the purpose of moving.

ARTICLE 33. 2008 ECONOMIC INCREASE and SUBSEQUENT OPENERS

Section 1. Effective January 1, 2008, the Employer shall grant an economic increase equal to four percent (4%), and the Employer will pay the Health & Welfare increase in the first year of the Agreement, namely the cost of the July 1, 2008 increase, which will increase to a monthly cost of \$862.00.

Any subsequent increases to the Health & Welfare premium effective January 1, 2009, or later, would be allocated from the 5% economic increase for that year, and any increases to the Health & Welfare premium effective January 1, 2010, or later, would be allocated from the 5% economic increase for that year.

The cost of the January 1, 2011 and January 1, 2012 increases to the Health Plans noted above shall be negotiated as part of the parties' Economic re-opener for those years.

Employees who already have ten (10) years of service will receive an additional \$0.10/hour. Employees who already have fifteen (15) years of service will receive an additional \$0.15/hour.

The Union shall have the right to allocate any remaining portion of the increase to pension, by majority vote of the bargaining units at each facility. Pension contribution increases would be effective the first of the month following such majority vote of the bargaining unit(s).

Section 2. It is hereby agreed by and between the parties that sixty (60) days prior to January 1, 2011, and January 1, 2012, the contract will be re-opened under a legal re-opener for the purpose of negotiation of Article 14 (Health & Welfare), Article 15 (Pension), and Article 32 (Economics) [and their related side letters/exhibits] only.

ARTICLE 34. DURATION OF AGREEMENT

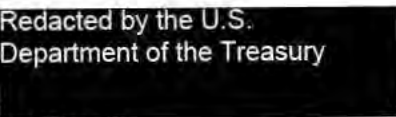
This Agreement, together with all provisions herein set forth, shall continue in full force and effect from July 1, 2007 until June 30, 2012, and shall continue in full force and effect thereafter from year to year unless either party has served the other party written notice of its desire to change or modify this Agreement sixty (60) days prior to the date of expiration. If notice of desire 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 June 30, 2007, unless the parties mutually agree to extend the term of the Agreement pending further negotiations.

The Employer agrees that in the event of the imposition of any governmental controls or regulations as to pay increases specified in this Agreement, said Employer shall make every effort to implement said pay increases to the extent provided in the Agreement and/or the law. Should such governmental regulations prevent the full application of the pay increases specified in the Agreement, the Employer agrees to reopen the Agreement for the purpose of negotiating pay and/or benefit changes, which will have the effect of carrying out the intent of this Agreement. 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.

Signatories

FOR THE EMPLOYER:

OPERATING ENGINEERS
MULTI-SERVICES ACCOUNT,
RENO, NEVADA

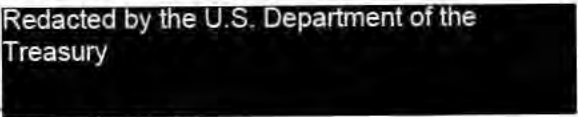
By:  Redacted by the U.S.
Department of the Treasury

Charlie Warren
Director of Fringe Benefits

Date: _____

FOR THE UNION:

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

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

Tamara R. Rubyn
President/Business Manager

Date: _____

GPG/lm(OE Multi-Services Nevada 07012007)
cwa;9415/afl-cio

APPENDICES

Appendix A -- Job Classifications and Minimum Wage Scales

Appendix B -- FMLA Rules

Appendix C -- Pre-Hire Drug Testing

Appendix D -- Pension Plan Contributions

APPENDIX "D"
PENSION CONTRIBUTIONS

The Employer agrees to contribute into a Trust Fund known as Western States Office and Professional Employees Pension Fund, for the account of each employee working under this Agreement for all straight-time hours worked.

Effective January 1, 2005, the pension contributions shall be Three Dollars and twelve cents (\$3.12) per hour.

Effective January 1, 2006, the pension contributions shall be Three Dollars and thirty-seven cents (\$3.37) per hour.

Effective January 1, 2007, the pension contributions shall be increased by twenty-five cents (\$0.25) per hour, totaling \$3.62 per hour, as allocated by majority vote of the bargaining unit from their 1/1/07 economic increase.

Effective January 1, 2008, the Employer agrees to contribute an additional ten cents (\$0.10) per hour, so that pension contributions shall total Three Dollars and Seventy-Two cents (\$3.72) per hour.

Employees may divert any portion of their January 1, 2009, and subsequent annual economic increases to Pension, as allowed under ERISA, Plan Documents and any applicable State laws, by majority vote of the employees, to be effective the first of the month following such majority vote.

NOV 1, 2012 2:59PM

OPEIU LOCAL 29/510-995-1440

NO. 3968 P. 2

OCT. 17, 2012 11:22AM

OPEIU LOCAL 29/510-995-1440

NO. 3882 P. 2

Office & Professional Employees International Union | Local 29

AFL-CIO & CLC

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

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

AGREEMENT TO ADOPT REHABILITATION PLAN

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

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

Operating Engineers No. 3, the "Employer"
MULTISERV, NCSAC, RMTIC

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

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

Effective Date: ~~May~~ JULY 1, 2012

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

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

EMPLOYER APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title: DIRECTOR HUMAN RES.

Date: 10/31/12

UNION APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title: Business Representative

Date: 11-1-12

FD-572a (Public Adop 2012)
www.3412/48-cis

**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: OPERATING ENGINEERS LOCAL 3-MULTI SERVICES PLAN
Contract Person: JOYCE Y. LAU
Address: 1640 SOUTH LOOP ROAD
City, State & Zip: ALAMEDA, CA 94502
Telephone: (510) 337-3050 EXT: 3227

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)*):

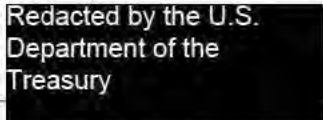
- ☒ Bargaining unit employees as described in Attachment A.
Note: Attach a copy of collective bargaining agreement.
☐ Nonbargaining unit employees described in Attachment B (see note).
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

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

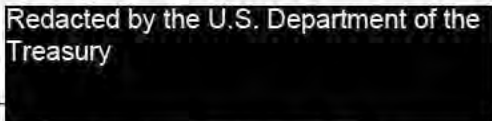
- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

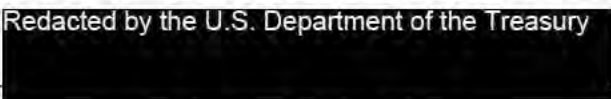
APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: 
Print Name: GREG TRENTO
Title: FUND MANAGER
Date Signed: AUGUST 1, 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

AGREEMENT entered into this 30th day of December, 2012 between the CLERICAL AND FIELD REPRESENTATIVES UNION, hereafter referred to as the "Union", and the OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11, a Local Union of the Office & Professional Employees International Union, AFL-CIO, its successors and assigns, hereafter referred to as the "Employer".

PREAMBLE

WHEREAS, the parties hereto desire to cooperate in establishing conditions which will tend to secure to the employees concerned a living wage and they agree in the principle of organized labor and supports those ideals in the adoption of a Collective Bargaining Agreement that support the employees of Office & Professional Employees International Union Local 11 and to provide methods for fair and peaceful adjustment of all disputes which may arise between them so as to secure uninterrupted operations of the office involved. This Agreement serves to outline the terms and conditions for the employees of the Clerical and Field Representatives Union and to provide them with such security available to them under State and/or Federal law.

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

ARTICLE 1. RECOGNITION and UNION SECURITY

The Employer agrees to recognize all Clerical and Field staff representatives who are members of the Clerical and Field Representative Union, excluding all elected officers and officials, as the sole collective bargaining agent for the employees covered by this recognition Agreement.

Within thirty (30) days from date of employment all employees covered by this Agreement shall make application to the Union and become and remain members of the Union in good standing as a condition of employment. Additionally the Employer recognizes that all employees within the employment of the Employer must become and remain a member in good standing of OPEIU Local 11 as a condition of employment. The Employer agrees to payroll deductions of any dues and fees owed because of membership in the Union and/or OPEIU Local 11, such dues and fees to be remitted to the appropriate Union and/or OPEIU Local 11 in a timely manner as is prescribed by the Union and/or OPEIU Local 11. The Employer shall notify all employees of these conditions.

ARTICLE 2. NON-DISCRIMINATION

The Employer is committed to a work place free from harassment, violence, discrimination and any other such acts, whether prohibited by law or not. No employee, representative, agent, or any other person representing the Employer in any capacity shall either harass and/or discriminate in matters of hiring, training, promotion, transfer, layoff, termination, because of race, color, creed, national origin, sexual orientation, sex, union affiliation or not, or any other like reason.

they may receive the same amount as additional wages. Such additional wages shall not be used when calculating future increases.

ARTICLE 7. RETIREMENT PLANS

Section 1. The Employer shall make contributions for each regular employee into the Western States Office & Professional Employees Pension Fund and the Western States 401k Retirement Fund of the OPEIU, in the following amounts:

- Contributions into the Western States Office & Professional Employees Pension Fund shall be a minimum contribution of four dollars and sixty-nine cents (\$4.69) and in addition the surcharge amount listed in the Supplemental Contribution Schedule, per compensable hour, on behalf of each employee, excluding overtime in any workweek.

Furthermore should there be any changes to the Supplemental Contribution Schedule the Employer shall adopt the newest schedule presented by the Trustees of the Western States Office & Professional Employees Pension Fund. Should the Western States Office & Professional Employees Pension Fund release the Employer from the obligation to pay according to the Supplemental Contribution Schedule, then the minimum pension contribution amount of four dollars and sixty-nine cents (\$4.69) per compensable hour shall be in full force and effect.

If in any one year following the date of ratification the Employer's supplemental contribution is reduced or eliminated, the Employer shall contribute not less than fifty percent (50%) of the amount of the supplemental that was reduced or eliminated into the Western States 401(k) Retirement Fund of the OPEIU, for each eligible employee.

- Contributions into the Western States 401(k) Retirement Fund of the OPEIU shall be a minimum contribution of three dollars and seventy-nine cents (\$3.79) per compensable hour, excluding overtime in any workweek.

Section 2. Salary Diversion: Any employee may elect to contribute any amount allowed by law into the Western States 401(k) Retirement Fund of the OPEIU. Such contribution will be on a pre-tax basis. Such election shall not alter the rate of pay as described in Appendix "A", which shall be the basis for determining any wage increases, if any, in subsequent years of employment.

ARTICLE 19. TERMS OF AGREEMENT

This Agreement shall be in full force and effect from December 1, 2012 through June 30, 2015 and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided, that in the event the Union serves written notice in accordance with this Article, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provisions of this Agreement, any other provisions to the contrary notwithstanding. Upon signing of this Agreement or any future Agreement, the provisions therein shall be retroactive to the anniversary date.

As agreed this 1st day of December 2012:

Redacted by the U.S. Department of the Treasury

Michael L Richards, Executive Secretary-Treasurer,
OPEIU 11

Redacted by the U.S. Department of the Treasury

Helen Gourde

Redacted by the U.S. Department of the Treasury

Rick D Wilson

Redacted by the U.S. Department of the Treasury

Maureen Colvin

June 29, 2015

Michael L. Richards, Executive Secretary-Treasurer
OPEIU Local 11
3815 Columbia ST
Vancouver, WA 98660

Dear Mr. Richards,

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

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

Please note that the new termination for this Agreement will be June 30, 2016.

You may contact me with any questions.

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

Rick D. Wilson
Union Representative

RDW/dmt
opeiu11/afl-cio

7/26/16
Agreed

Redacted by the U.S. Department of the Treasury

June 27, 2016

Michael L. Richards, Executive Secretary-Treasurer
OPEIU Local 11
3815 Columbia ST
Vancouver, WA 98660

Dear Mr. Richards,

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

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

Please note that the new termination for this Agreement will be June 30, 2017.

You may contact me with any questions.

Respectfully,

Redacted by the U.S. Department of the
Treasury

Rick D. Wilson
Union Representative

7/26/16

Accepted

Redacted by the U.S. Department of the Treasury

RDW/dmt
opeiu11/afl-cio

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

WS-2720
FEB 28 2011

**Employer
Participation
Agreement**

APR 14 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.

OPEIU Local 11
Name: MICHAEL L RICHARDS / OPEIU LOCAL 11
Contract Person: MICHAEL L RICHARDS, EX SEC-TREAS
Address: 3815 Columbia St
City, State & Zip: Vancouver, WA 98660
Telephone: 503-257-6691 x22

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a (insert form of business): LABOR ORGANIZATION

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): OPEN Locm #11

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

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

1 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

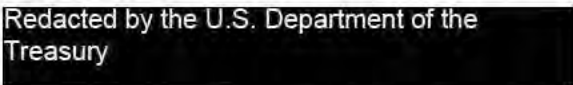
APR 14 2011

FEB 28 2011

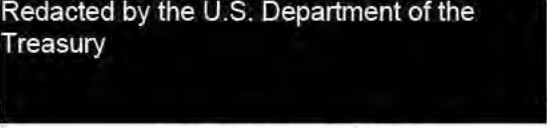
- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

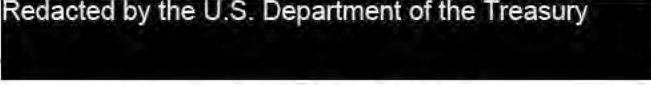
APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: 
Print Name: MICHAEL L. RICHARDS
Title: EXEC SEC-TREASURER
Date Signed: FEB 23, 2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

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

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

APR 14 2011

FEB 28 2011

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

EMPLOYER PARTICIPATION AGREEMENT

ATTACHMENT B: NONBARGAINING UNIT EMPLOYEES

The Participating Employer requests to cover the following nonbargaining unit employees under the Plan and makes the following representations:

1. All employees are full-time employees and none are represented by a union;
2. All employees are or will be duly enrolled in the Plan and Participating Employer will make appropriate contributions on behalf of all covered employees according to the Board's rules and regulations;
3. All employees are in the following reasonable classification (subject to Board approval: the Participating Employer must make an accurate and full disclosure to the Board as part of this Agreement):

Classification: _____

Total number of employees not covered by a CBA: 3

Total number of employees in the classification: 3

Total number of employees not covered by a CBA who are excluded from the proposed classification: 0

Reason employees not covered by a CBA are excluded from the Classification:

4. Contribution rate for nonbargaining unit employees: 4.69/chr

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE:

Print Name:

MICHAEL L RICHARDS

Title:

EXEC SEC-TREAS

Date:

List nonbargaining unit employees in your classification on the back of this page

277-0671

401

AGREEMENT

BETWEEN

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 277, AFL-CIO

AND

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 277, AFL-CIO

EFFECTIVE: DECEMBER 3, 1984

RECEIVED AUG 28 1986 PREAMBLE

THE PURPOSE OF THIS AGREEMENT IS TO PROMOTE THE HARMONIOUS RELATIONSHIP BETWEEN THE EMPLOYER AND ITS EMPLOYEES, TO ESTABLISH RATES OF PAY, HOURS OF WORK, CLASSIFICATION, AND OTHER CONDITIONS OF EMPLOYMENT. THE TERM 'EMPLOYEE' SHALL INCLUDE ALL HOURLY RATED OFFICE PERSONNEL OF THE EMPLOYER. THE EMPLOYER AND THE UNION AGREE THAT THE PROBLEM ARISING WITHIN THE RANKS OF ORGANIZED LABOR SHALL BE SETTLED WITHIN THE CONFINES OF THE LABOR MOVEMENT. IT IS ALSO AGREED THAT THE EMPLOYER AND THE UNION HAVE MUTUAL INTEREST SINCE THEY ARE BOTH PART OF THE AMERICAN LABOR MOVEMENT. BOTH PARTIES TO THIS AGREEMENT SHALL FEEL FREE TO CALL UPON ONE ANOTHER FOR ADVICE AND ASSISTANCE IN ALL MATTERS RELATING TO ORGANIZED LABOR.

RECOGNITION

THE EMPLOYER AGREES TO RECOGNIZE THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 277, AFL-CIO, AS THE SOLE BARGAINING AGENT WITH RESPECT TO HOURS, WAGES AND WORKING CONDITIONS OF ALL EMPLOYEES COMING UNDER THE JURISDICTION OF THIS AGREEMENT.

Scan
→ Steve

ARTICLE XIV

PENSION PLAN

SECTION 1. THE EMPLOYER AGREES TO CONTRIBUTE TO THE WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND AS GRANTED BY THE LOCAL EXECUTIVE BOARD AND NO LESS THAN THE AMOUNT CONTRIBUTED AND IN EFFECT ON THIS DATE DECEMBER 3, 1984.

MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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

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

Redacted by the U.S.
Department of the Treasury

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

Redacted by the U.S.
Department of the
Treasury

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

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the
Treasury

Maddyn Elder/President CWA Local 7901
ULUA-Negotiating Team

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the
Treasury

Maureen Bower/Union Representative
OPEIU Local 11

Redacted by the U.S.
Department of the
Treasury

Sharon Allen/Member
Local 11

Redacted by the U.S. Department
of the Treasury

Laura Gustafson/Member
Local 11

RECEIVED

ARTICLE XV

DURATION

SECTION 1. THIS AGREEMENT SHALL BECOME EFFECTIVE AND SHALL REMAIN IN FORCE FOR A PERIOD OF THIRTY-SIX (36) MONTHS. AT THE END OF SAID PERIOD AND AT THE END OF EACH YEARLY PERIOD THEREAFTER, THIS AGREEMENT SHALL BE RENEWED AUTOMATICALLY FOR A PERIOD OF ONE (1) YEAR UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF DESIRE TO TERMINATE OR AMEND SAME AT LEAST SIXTY (60) DAYS PRIOR TO THE RENEWAL DATE.

SECTION 2. DURING NEGOTIATIONS, THIS AGREEMENT SHALL CONTINUE IN FULL FORCE UNTIL A NEW AGREEMENT HAS BEEN OBTAINED AND ANY ADDITIONAL BENEFITS NEGOTIATED SHALL BE MADE RETROACTIVE TO THE EXPIRATION DATE OF THIS AGREEMENT.

SECTION 3. THIS AGREEMENT SUPERCEDES AND RENDERS VOID ALL PREVIOUS AGREEMENTS, WHETHER WRITTEN OR ORAL, BETWEEN THE PARTIES HERETO.

SECTION 4. IT IS AGREED BETWEEN THE PARTIES THAT SHOULD ANY CHANGE OCCUR IN THE STRUCTURE OF THE ORGANIZATION OF THE EMPLOYER, THIS AGREEMENT SHALL BE ASSIGNED TO AND BE BINDING ON THE SUCCESSOR OF THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 277.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS
AND SEALS ON THIS 3RD DAY OF DECEMBER, 1985.

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 277

AFL-CIO

Redacted by the U.S. Department of the
Treasury

J.B. Moss
BUSINESS MANAGER

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 277

AFL-CIO

Redacted by the U.S. Department of the
Treasury

SHARON SOLLIE, SECRETARY

OPEIU 277
AFL-CIO

277-0671

0401
VJ

AMENDMENT - 1/86 - ADDED SECTION 2 AND 3

ARTICLE XIV

PENSION PLAN

SECTION 1. THE EMPLOYER AGREES TO CONTRIBUTE TO THE WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND AS GRANTED BY THE LOCAL EXECUTIVE BOARD AND NO LESS THAN THE AMOUNT CONTRIBUTED AND IN EFFECT ON THIS DATE DECEMBER 3, 1984.

SECTION 2. THE EMPLOYER AGREES TO REVIEW THE CURRENT CONTRIBUTION EACH JANUARY FOR CONSIDERATION IN ADDITIONAL FUNDING.

SECTION 3. THE EMPLOYER AGREES TO CONTRIBUTE TO THE WESTERN STATES OFFICE & PROFESSIONAL EMPLOYEES PENSION FUND EFFECTIVE JANUARY 1, 1986 AND ADDITIONAL \$10 PER EMPLOYEE PER MONTH FOR A TOTAL CONTRIBUTION OF \$30.00 PER EMPLOYEE PER MONTH.

US 0671 ✓
Office & Professional Employees International Union, Local 277



AFL-CIO, CLC

641 N. Cherry Lane • Fort Worth, Texas 76108
Tel: 817-246-4981 • Fax: 817-246-2940

Becky L. Turner
President, Bus. Mgr.

Margo S. Peel
Sec.-Treas., Assist. Bus. Rep.

Gene T. Patton
Vice President

MEMORANDUM OF AGREEMENT

Effective 01/01/2012 OPEIU 277 agrees to contribute on behalf of each of its participants the amount listed on the Supplemental Contribution Schedule provided by the Trustees of the Western States OPEIU Pension Fund. Should Contribution Schedule change in any subsequent years, Local 277 shall adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases Local 277 from the obligation to pay according to any Contribution Schedule, then the pension contribution shall revert to the amount contributed monthly for each participant prior to any supplemental Contribution.

Redacted by the U.S. Department of
the Treasury

Becky L. Turner, President

Redacted by the U.S.
Department of the Treasury

Margo S. Peel, Secretary-Treasurer

Western States Office and
Professional Employees
Pension Fund

277-
WS 0671

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: Office & Professional Employees International Union, Local 277
Contract Person: Becky L. Turner
Address: 641 N. Cherry Lane
City, State & Zip: Fort Worth, TX 76108
Telephone: (817) 246-4981

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 OFFICE.

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): OFFICE & PROFESSIONAL EMPLOYEES
INTL. UNION LOCAL 277

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

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

 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

- 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: Becky D. Turner

Title: President/Business Manager

Date Signed: 08-10-11

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: OCT 26 2011

CO-CHAIR SIGNATURE: _____

Redacted by the U.S. Department of the Treasury

Print Name: Michael Parmelee, Co-Chair

Date Signed: OCT 26 2011

A & I RECEIVED
AUG 15 2011

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

EMPLOYER PARTICIPATION AGREEMENT

ATTACHMENT B: NONBARGAINING UNIT EMPLOYEES

The Participating Employer requests to cover the following nonbargaining unit employees under the Plan and makes the following representations:

1. All employees are full-time employees and none are represented by a union;
2. All employees are or will be duly enrolled in the Plan and Participating Employer will make appropriate contributions on behalf of all covered employees according to the Board's rules and regulations;
3. All employees are in the following reasonable classification (subject to Board approval: the Participating Employer must make an accurate and full disclosure to the Board as part of this Agreement):

Classification: Professional Administration

Total number of employees not covered by a CBA: 4

Total number of employees in the classification: 4

Total number of employees not covered by a CBA
who are excluded from the proposed classification: 0

Reason employees not covered by a CBA are excluded from the Classification:

N/A

4. Contribution rate for nonbargaining unit employees: \$30.00 Per Week

EMPLOYER SIGNATURE:

Redacted by the U.S. Department of the
Treasury

Print Name: Becky L. Turner

Title: President/Business Manager

Date: 08-10-11

List nonbargaining unit employees in your classification on the back of this page

WS 0774 OFFICE STAFF

AGREEMENT

A&I RECEIVED

JUL 14 2015

between

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

And

**COMMUNICATIONS WORKERS OF AMERICA
LOCAL 9415**

November 1, 2013 – October 31, 2016



ARTICLE 11. CLASSIFICATIONS AND MINIMUM WAGE SCALES *(continued)*

- (i) New employees who have had previous experience in a Trade Union office shall be credited with such experience and shall be placed in the wage schedule in accordance with such credit. New employees who have had previous comparable experience in offices other than Trade Union offices shall be credited with such experience up to a maximum of twenty-four (24) months.
- (j) Work in a higher classification is to be paid at the higher rate of pay after a minimum of four (4) hours work in the higher classification.
- (k) Any positions not now covered by this Article, or any positions which may be established during the term of this Agreement, shall be subject to negotiations between the Employer and the Union. Such positions shall not be established and put into operation until such time as agreement is reached between the parties as to classification and rate of pay for the position. In the event the parties are unable to agree as to the classification and rate of pay for the position in questions, the dispute shall be resolved in accordance with the provisions of subsection (b) of Article 29 of this Agreement.
- (l) Any jobs created by virtue of the above shall be offered to qualified employees within the collective bargaining unit prior to the Employer hiring new employees. In the event any employees within the collective bargaining unit would be displaced; the Employer agrees to institute a reasonable training program in an effort to qualify such employees prior to hiring any new employees.
- (m) Wages will be reopened November 1, 2014 and November 1, 2015.

ARTICLE 12. PENSION PLAN

- (a) The Employer agrees to contribute into a Trust Fund known as the Western States Office and Professional Employees Pension Fund for the account of each permanent eligible employee working under this Agreement the sum of ninety-eight (98) cents per hour for part-time employees. All part-time employees' pension contributions shall not exceed the weekly rate for regular full-time employees. Employer agrees to contribute the sum of Eighteen Dollars and seventy-two cents (\$18.72) per week for all regular full-time employees.
- (b) Eligibility coverage under the plan shall be that employees shall have contributions made on their behalf for all hours paid.
- (c) The Employer shall pay an amount equal to 21% of the full-time employees' salaries into the Trust Fund known as "Office and Professional Employees International Union Pension Plan".
- (d) Upon an employee's written request, the Employer may agree to participate in and to deduct voluntary employee contributions from an employee's payroll and to forward them to a qualified 401(k) plan.

ARTICLE 12. PENSION PLAN (continued)

- (e) The Employer shall pay contributions on behalf of each bargaining unit employee as defined in the incorporated rate of the Supplemental Employer Contribution Schedule, as defined by the Trustees for the Pension Plan.
- (f) Pension will be reopened November 1, 2104 and November 1, 2015.

ARTICLE 13. TERMINATION PAY

- (a) Any employee of over three (3) months continuous service but less than six (6) months service who may be discharged or laid off shall be given one (1) weeks notice in writing or one weeks pay in lieu thereof. Any employee of over six (6) months continuous service who may be discharged or laid off shall be given two (2) weeks notice in writing or two (2) weeks pay in lieu thereof.

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

- (b) The Employer shall have the right to discharge any employee for just cause, but no employee shall be discharged or discriminated against by reason of Union membership or Union activities.
- (c) Employees shall not be discharged unless the Employer has given the employee a letter of warning (with copy to the Union) setting forth complaint. Employee shall be allowed a reasonable period of time to correct such complaint. Letters of complaint will be invalid after a period of six (6) months.
- (d) In the event an employee terminates, for any reason, after six (6) months employment, s/he shall be entitled to pro-rated vacation pay from the Employer.

In cases of discharge or layoff of employees of six (6) months continuous service, good or sufficient reasons shall be given the Union two (2) weeks prior to the date of termination of employment.

ARTICLE 14. SEVERANCE PAY

In the event of a merger, amalgamation of job positions or office closure directly causing the abolishment of a job, the employee(s) shall receive one (1) weeks pay for each year of employment with a maximum severance pay of ten (10) weeks where the employee is not immediately employed by the resultant Union or offered reasonable employment, and where the employee(s) is not eligible for full Social Security retirement benefits. This article shall not apply to new hires until they are employed five (5) years.

ARTICLE 36. DURATION OF AGREEMENT, PROVISIONS FOR AMENDMENT

This Agreement, together with all provisions herein set forth, shall continue in full force and effect from November 1, 2013, through October 31, 2016 and shall continue in full force and effect thereafter from year to year unless either party has served the other party written notice of its desire to change or modify this Agreement sixty (60) days prior to the date of expiration. In such event, negotiations shall be reopened in order to revise the section or sections regarding which notice of the proposed changes has been served. When agreed upon, these changes shall be incorporated into this Agreement effective as of the beginning of the year's term for which the revisions were proposed.

**FOR THE EMPLOYER
OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, 29 AFL-CIO, CLC**

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

Date: 11/13/14

Redacted by the U.S. Department of the Treasury
By: _____
Kelly Gschwend
Vice President/Business Representative

Date: 11-13-14

**FOR THE UNION
COMMUNICATION WORKERS
OF AMERICA**

Redacted by the U.S. Department of the Treasury
By: _____
Valerie Reyna
Staff Representative
CWA District 9

Date: 11-14-14

Redacted by the U.S. Department of the Treasury
By: _____
Lily V. Muñoz
Bargaining Committee Member

Date: 11/13/14

TR/lm(CWA94152013)
cw2:9415/a8-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

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

Parties: OPEIU Local 29, the "Union; and
OPEIU Local 29, the "Employer"

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

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

Effective Date: February 1, 2014

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: President Business Manager

Date: 4/24/14

UNION APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title: President Business Manager

Date: 4/24/14

PGS/lm(RehabAdop2012)
cwn.9415/rsj-cio

Western States Office and
Professional Employees
Pension Fund

MAR 08 2011

29-6774 Employer
Participation
Agreement

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

1. Employer Information.

Name: OPEIU LOCAL 29
Contract Person: TAMARA R. RUBY, PRESIDENT / BUSINESS MGR
Address: 1321 HARBOUR BAY PARKWAY Suite 104
City, State & Zip: ALAMEDA CA 94502
Telephone: 510 995 1429

2. Local Information.

Employer has a collective bargaining agreement with Local Union 9415 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a (insert form of business): LABOR ORGANIZATION

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

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

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

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

3 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

MAR 08 2011

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Judith Zenk, Co-Chair

NOV 03 2011

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Michael Parnellee, Co-Chair

NOV 03 2011

MAR 08 2011

FEB 17 2011

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

EMPLOYER PARTICIPATION AGREEMENT

ATTACHMENT B: NONBARGAINING UNIT EMPLOYEES

The Participating Employer requests to cover the following nonbargaining unit employees under the Plan and makes the following representations:

1. All employees are full-time employees and none are represented by a union;
2. All employees are or will be duly enrolled in the Plan and Participating Employer will make appropriate contributions on behalf of all covered employees according to the Board's rules and regulations;
3. All employees are in the following reasonable classification (subject to Board approval: the Participating Employer must make an accurate and full disclosure to the Board as part of this Agreement):

Classification: _____

Total number of employees not covered by a CBA: 0

Total number of employees in the classification: 1

Total number of employees not covered by a CBA who are excluded from the proposed classification: 0

Reason employees not covered by a CBA are excluded from the Classification:

4. Contribution rate for nonbargaining unit employees: _____

EMPLOYER SIGNATURE:

Redacted by the U.S. Department of the Treasury

Print Name:

Robert Perrone

Title:

Executive Director

Date:

2/14/11

List nonbargaining unit employees in your classification on the back of this page

WS 0702

0702

OP 30

CWA CONTRACT

O.P.E.I.U. LOCAL 30

CLERICAL EMPLOYEES

September 1, 2012 through August 31, 2017

A & I RECEIVED
NOV 2 2012

ar:opeiu: 537 af-cio. clc/Local 30 2012/doc

ARTICLE 22 - CWA C.O.P.E.

The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for CWA Committee On Political Education (COPE) fund. Such voluntary contributions shall be forwarded to CWA Local 9000 monthly by check payable to CWA COPE-PCC, along with a listing of persons who donated such monies.

ARTICLE 23 - DURATION

This Agreement shall be in full force and effect on and after the FIRST day of SEPTEMBER, 2012, to and including the 31st OF AUGUST, 2017; and shall be renewed from year to year unless the Union or Employer serves upon the other a sixty (60) day written notice of desire to modify, amend or terminate this Agreement.

IN WITNESS WHEREOF, THE PARTIES BEING DULY AUTHORIZED HAVE
HEREUNTO SET THEIR OFFICIAL SEALS, DULY ATTESTED, THIS _____ DAY OF

Redacted by the U.S. Department
of the Treasury

Walter Allen, Jr. Ex. Director/CFO
OPEIU Local 30

Redacted by the U.S. Department of the
Treasury

Pandora Allen, Secretary-Treasurer
Communications Workers of America,
Local 9003 AFL-CIO, CLC

EXHIBIT C

PENSION-RETIREMENT FUND

SECTION 1. Effective **September 1, 2012**, the sum of **\$3.50** per hour shall be paid by the Employer into the Office and Professional Employees International Union Local 30/537 Retirement Plan for each eligible employee.

SECTION 2. Such payments also shall be made for employees on paid vacations, holidays or sick leave.

SECTION 3. The Employer and the Union by executing this Agreement agree to be bound by all of the provisions of the applicable documents and the Agreement of Trust dated the 1st day of June, 1962, including any modifications or amendments thereto, and further agree that the Fund's Board of Trustees is authorized to represent the parties to this Agreement and the employee beneficiaries thereto.

It is agreed that the above obligations exist without necessity of executing any additional written instrument.

SECTION 4. With a minimum of thirty (30) days' notice, the Employer may offer a 401(k) plan in addition to any other pension plans already in effect. The terms and conditions of said 401(k) plan shall be determined by the employer.

SECTION 5. Effective September 1, 2010 the Employer shall contribute 12% of gross wages to the Western States Office & Professional Employees Pension Plan for all eligible employees.

LETTER OF UNDERSTANDING

To ensure proper funding levels and coverage for bargaining unit members covered under the Western States Office and Professional Employees Pension Fund (FUND), the parties agree as follows:

Effective with the April 2010 hours paid, the Employer agrees to contribute on behalf of each employee covered by the Fund, 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 Contributions Schedule change in the subsequent year of this agreement the Employer will adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in Exhibit C, Section I.

AGREED, OPEIU LOCAL 30

Redacted by the U.S. Department of
the Treasury

BY: _____
Walter Allen, Jr. Executive Director/CFO

DATE 10-8-12

AGREED, CWA LOCAL 9003

Redacted by the U.S. Department of the
Treasury

BY: _____
Pandora Allen, Secretary-Treasurer

DATE: 9/24/12

**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: OPEIU Local 30
Contract Person: Walter Allen or Charlotte Kilgore
Address: 705 W. Arrow Hwy 2nd floor
City, State & Zip: Claremont, Ca 91711
Telephone: 909-624-0199

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.

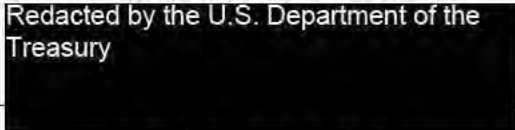
- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

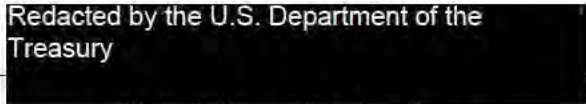
APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: 
Print Name: Charlotte Kilgore
Title: Bookkeeper / Office Manager
Date Signed: 3/9/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

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

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

8 + 23 merge



ADPko notes
9-1-13

OPEIU Local 23
WSOATS

OPEIU Local 8
WSOATS
OP23

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

LOCAL NO. 23, AFL-CIO *Union*

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

LOCAL NO. 8, AFL-CIO *— employees*

FOR THE PERIOD OF

SEPTEMBER 1, 2013 THROUGH AUGUST 31, 2016

OPEIU Local 23 – 2602 N. Proctor, Suite 203 – Tacoma, WA 98407
Phone: 253-472-8712 or 1-800-622-4631
FAX: 253-471-0506

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.

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

ARTICLE 17 – PENSIONS

Section 17.1. 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:

- a. Effective September 1, 2013: The Employer shall contribute \$6.12 per compensable hour into the Western States Office and Professional Employees Pension Fund (\$3.40 hourly contribution and \$2.72 per hour for the required 80% Supplemental Contribution as defined by the Fund's Rehabilitation Plan) into the Western States Office and Professional Employees Pension Fund on behalf of all eligible Staff, not to exceed thirty-five (35) hours in any week.

Section 17.2. Said contribution shall be made to the Western States Office and Professional Employees Pension Fund in the manner as set forth in the Trust Agreement of said Trust. 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.

Section 17.3. Effective September 1, 2009, one dollar and ten cents (\$1.10) per compensable hour shall be made by the Employer for each regular full-time and each regular part-time employee covered by this Agreement to a Supplemental Pension or IRA Fund as agreed by employees.

The parties agree to reopen this Section only for negotiations in December 2014.

ARTICLE 18 – NON-DISCRIMINATION

Section 18.1. The Employer agrees that he/she will not discriminate against an employee because of his/her activity as a member of the Office and Professional Employees International Union, Local No. 23.

Section 18.2. Neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, sex, age, sexual orientation, religion, ancestry, marital status, political ideology, or the presence of a sensory, mental or physical handicap subject to occupational requirements and the ability to perform the job.

ARTICLE 24 – TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from September 1, 2013, through August 31, 2016, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided that, in the event the Union serves written notice in accordance with this section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contrary notwithstanding.

EXECUTED the 31st of January 2014.

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

Redacted by the U.S. Department of the
Treasury

By

Suzanne Mode
Business Manager

Redacted by the U.S.
Department of the Treasury

By

Cynthia Schu
Organizing Director/Secretary-Treasurer

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 23,
AFL-CIO

Redacted by the U.S. Department of the
Treasury

By

Allan Jacobson
Business Manager

By Betty Devereaux
Betty Devereaux
Bargaining Committee

**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. *Office and Professional Employees*

Name: International Union Local No 8

Contract Person: Suzanne Mode, Business Mgr

Address: 2800 - 1st Ave #304

City, State & Zip: Seattle, WA 98121-1114

Telephone: (206) 441-8880

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.

- 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: Suzanne Mode

Title: Business Mgr

Date Signed: 8/12/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: Judith Zenk, Co-Chair

Date Signed: OCT 26 2011

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: Michael Parmelee, Co-Chair

Date Signed: OCT 26 2011

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AUG 17 2011

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

EMPLOYER PARTICIPATION AGREEMENT

ATTACHMENT B: NONBARGAINING UNIT EMPLOYEES

The Participating Employer requests to cover the following nonbargaining unit employees under the Plan and makes the following representations:

1. All employees are full-time employees and none are represented by a union;
2. All employees are or will be duly enrolled in the Plan and Participating Employer will make appropriate contributions on behalf of all covered employees according to the Board's rules and regulations;
3. All employees are in the following reasonable classification (subject to Board approval: the Participating Employer must make an accurate and full disclosure to the Board as part of this Agreement):

Classification: Business Manager 4th
Director of Organizing

Total number of employees not covered by a CBA: 2

Total number of employees in the classification: _____

Total number of employees not covered by a CBA who are excluded from the proposed classification: _____

Reason employees not covered by a CBA are excluded from the Classification:

Such employees are considered
management

4. Contribution rate for nonbargaining unit employees: _____

EMPLOYER SIGNATURE: _____

Redacted by the U.S. Department of the Treasury

Print Name: _____

Title: _____

Date: _____

Suzanne Made

Business Mgr

8/12/11

List nonbargaining unit employees in your classification on the back of this page

A&I REC
AUG 17 2011