

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

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

# **COLLECTIVE BARGAINING AGREEMENT**

*between*

**International Union of Operating Engineers,  
Local No. 428**

*and*

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



**May 1, 2015 through April 30, 2017**

the Federal Mediation and Conciliation Service, within (10) days after the conclusion of the Step Two meeting.

Step Four: If the grievance is not settled in Step Three the matter shall then be submitted to the Federal Mediation and Conciliation Service with a request to furnish the names of five (5) persons qualified to act as mediators. When said list has been presented the Union and the Employer shall each reject two (2) names on the list. The remaining or fifth (5<sup>th</sup>) person shall be selected as an arbitrator.

The decision of the arbitrator shall be final and binding upon the parties. Nothing contained herein may be interpreted to permit or grant power to the arbitrator to alter, amend, modify or otherwise change any term or condition of the collective bargaining agreement. The arbitrator's fees shall be borne equally by the parties.

## **ARTICLE XXII - PENSION**

Section 1. Effective May 1, 2015, the Employer agrees to contribute to the Western States Office and Professional Employees Pension Trust Fund the amount of one dollar and ten cents (1.10) cents per hour worked on behalf of all employees.

The Employer agrees to continue his portion of the total contribution to the General Pension Fund of the International Union of Operating Engineers on behalf of all employees. The Employers contributions shall be made on the effective date hereof, except for employees serving their one-hundred-eighty (180) day probationary period in whose cases contributions shall begin on the first of the month following the completion of their one-hundred-eighty (180) day probationary period but will be retroactive to their ninety-first (91) day of employment.

Section 2. The provisions of this Article shall apply to all employees not presently covered by another pension plan which is completely Employer paid.

Section 3. Regular part-time employees who work three (3) days per week or ninety-six (96) hours or more per month shall be covered by the provisions of this Article.

Section 4. The Employer and the employees agree to be bound by the terms and provisions of the trust agreement and amendments thereto, of the Western states Office and Professional Employees Trust Fund and its rehabilitation plan. However; If additional monetary increases or fees are deemed necessary or are required, they will be deducted from the negotiated wage package figure herein. It is agreed that (OPEIU 30) will give the Union, ( Local 428) 60 days advance notice; in writing of proposed changes to the contribution rate.

Section 5. May 1, 2015

Amounts. Effective on the dates below and monthly in accordance with the provisions of the Trust Agreement, the employer shall pay the sum indicated below for each hour worked by employees covered under the provisions of this agreement to the Trustees of the Operating Engineers Local No.428 Pension Trust Fund:

May 1, 2015 - \$0.25

May 1, 2016 - \$0.25 \*\*

May 1, 2017 - \$0.25 \*\*

\*\* Additional contributions to the fund will be deducted from wages by mutual agreement by the Union (Opeiu) and the Employer (Local 428) with not less than 30 days prior to May 1<sup>st</sup> of years 2016 and 2017.

#### **Employer's Obligations.**

The said payment by the Employer shall discharge his obligation hereunder. Any dispute arising in the administration of said fund shall not be deemed to be a dispute hereunder and shall not be the subject matter of the grievance procedures contained in Article 21, hereof, and shall not be deemed to be a dispute concerning wages, hours or working conditions.

**Declaration of Trust.** The parties shall cause the said Trustees to execute any and all documents necessary and required to continue in full force and effect the Agreement and Declaration of Trust dated the 25th day of January, 1963, and as amended thereafter, creating the said Operating Engineers Local No. 428 Pension Trust Fund for the duration and the term of this collective bargaining agreement. A copy of the Agreement and Declaration of Trust dated the 25th day of January, 1963, and as amended thereafter, is incorporated herein by reference. The Board of Trustees, as appointed, shall have equal voice in making all decisions concerning the Trust, including amendments of the Trust Plan itself.

The Employer signatory hereto agrees to the appointment as his representative the Trustees designated pursuant to the Agreement and Declaration of Trust of the Operating Engineers Local No. 428 Pension Trust Fund as Employer representatives and further agrees that they shall be bound by all the terms and conditions of said Agreement, and Declaration of Trust dated January 25, 1963, and as amended thereafter, and to all amendments thereto during the term hereof.

The parties agree that the Defined Benefit Plan of the Operating Engineers Local 428 Pension Trust Fund will be terminated at the earliest possible time it can be done without impairing the participants' and beneficiaries' full accrued benefits and necessary expenses for effecting the termination. At such time as a qualified actuary, selected by the Board of Trustees, advises the Trustees that the Plan's assets are sufficient to support the purchase of annuity contracts from a qualified insurance or other financial services company with a rating of not less than A+ from at least two (2) prominent rating services, that will guarantee payment of the accrued benefits of the participants and beneficiaries, the Trustees shall secure approval from applicable federal agencies, (U.S. Department of labor. Internal Revenue Service and/or Pension Benefit Guarantee Corporation) to enter into such agreements with such company as may be necessary or advisable to effect the direction of this section. The direction of this section shall not be subject to arbitration by or among the Trustees and shall proceed without further direction of the bargaining parties. The parties will execute an irrevocable amendment to the Trust Agreement providing for the foregoing.

#### **ARTICLE XXIII – UNION SHOP CARD**

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

#### **ARTICLE XXIV – SEVERABILITY**

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

#### **ARTICLE XXV – DRUG TESTING**

Employees shall be subject to the same drug testing policies that the Employers membership is subject to.

# **COLLECTIVE BARGAINING AGREEMENT**

by and between

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

and

**BUILDING TRADE UNION OFFICES**

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

International Union of Elevator  
Constructors, Local 25

Colorado Building and Construction Trades  
Council

International Brotherhood of  
Boilermakers, Local 101

Operating Engineers JATC



May 1, 2014  
to and including  
April 30, 2017

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

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

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

## **ARTICLE 20 – PENSION**

**20.1** Effective May 1, 2011 the Employer agrees to contribute to the Western States Office and Professional Employees Pension Fund, a contribution on behalf of each employee in the amount of one dollar and seventy-five cents (\$1.75) per hours paid. The employee may elect to put any amount of the negotiated wage rate into pension.

**20.2** The Employer contribution, as provided herein, shall be made on eligible employees on the effective date, except for the employees serving their thirty (30) days probationary period. The contributions for probationary employees shall start on the first of the month following the thirty (30) days probationary period. This shall apply to all employees not presently covered by another pension plan which is Employer paid.

**20.3** If an employee is injured on the job, the Employer shall continue to pay the required contribution for a period of three (3) months following the end of the month in which the injury occurs. If an employee is on sick leave or personal leave or absence in excess of forty-five (45) working days, the Employer will not



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

- 20.4** Regular or part-time employees who work seventy (70) or more hours per month shall be covered by the provisions of this Article. This shall not apply to extra help covering for vacation periods or sick leave which does not exceed thirty (30) days.
- 20.5** The Employer agrees to allow the employees to participate in the Office and Professional Employees International Union Local #5 Savings Plan and Trust (401K). The Employer agrees that if the employee chooses, they will withhold an employee contribution to the 401K plan. The employee may contribute up to, but no more than, the amount set by the Internal Revenue Service from their yearly gross salary to this plan. FICA taxes will be withheld, but these contributions will not be subject to Federal or State taxes. The employee shall bear any administrative fees.
- 20.6** Effective with the May, 2011 hours paid, the Employer agrees to adopt the Pension Rehabilitation Plan and to contribute on behalf of each employee the contribution amount listed in the Updated Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in Article 20.1.

## **ARTICLE 21 – TECHNOLOGICAL CHANGES**

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

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

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

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

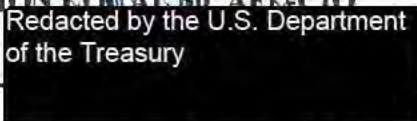
## ARTICLE 25 – TERM OF AGREEMENT

**25.1** This Agreement shall be in full force and effect from the first (1st) day of May, 2014, to and including the thirtieth (30<sup>th</sup>) day of April 2017, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

- a) If either party elects to terminate the Agreement, such party shall on a date not less than sixty (60) days, nor more than seventy-five (75) days prior to the expiration date of the Agreement give written notice to the other party of intention to terminate and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
- b) If either party elects to change any of the provisions of the Agreement, such party shall on a date not less than sixty (60) days, nor more than seventy-five (75) days prior to the expiration date of the agreement give written notice to the other party.
- c) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice which may be extended by mutual agreement.

For the Union:

**OFFICE & PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION LOCAL 60 AFL-CIO**

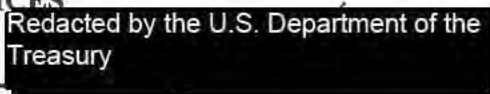
By:  Redacted by the U.S. Department of the Treasury

Title: Executive Director/CFO

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

For the Employers:

**COLORADO BUILDING AND  
CONSTRUCTION TRADES UNION  
OFFICES**

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

Title: Business Manager

Date: 7-22-14



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

**Employer  
Participation  
Agreement**

51  
WS 1162

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

1. Employer Information. OPERATING ENGINEERS JATC

Name: Colorado Journeyman & Apprentice Trng. for Operating Engineers  
Contract Person: Mike Smith  
Address: 990 Kalamath St., P.O. Box 40008  
City, State & Zip: Denver, CO 80204  
Telephone: 303-623-3194, Ext. 12

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a (insert form of business): REGISTERED APPRENTICESHIP.

*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): CORADO JOURNEYMAN AND APPRENTICESHIP TRAINING FOR OPERATING ENGINEERS

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.**

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: \_\_\_\_\_

MICHAEL J. SMITH

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

ADMINISTRATOR

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

JUNE 26, 2012

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

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

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

Judith Zenk, Co-Chair

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

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

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

Michael Parmelee, Co-Chair

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 16. EDUCATION**

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

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

#### **ARTICLE 17. NON-DISCRIMINATION**

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

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

## ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31<sup>st</sup> day of March 2016:

### UNITED LABOR UNION ASSOCIATION

Redacted by the U.S. Department of the  
Treasury

Gary Young/Business Manager IBEW Local 48  
ULUA - President

Redacted by the U.S. Department of the  
Treasury

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

Redacted by the U.S. Department of the  
Treasury

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

Redacted by the U.S. Department of the  
Treasury

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

Redacted by the U.S. Department of the  
Treasury

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

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

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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  
opeiu1/all-cio



## ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

# MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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

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

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

Redacted by the U.S. Department of the Treasury

Wendy Elder/President CWA Local 7901

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

Western States Office and  
Professional Employees  
Pension Fund

A & I RECEIVED  
WS 2840 AUG 12 2011

Employer  
Participation  
Agreement

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

1. Employer Information.

Name: Western OR + SW Washington  
Painters Trust apprenticeship trust  
Contract Person: William Regan  
Address: 12687 NE Whitaker Way  
City, State & Zip: Portland OR 97230  
Telephone: 503-287-4856

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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



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

a. Employer is a (insert form of business): nonprofit training center

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

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

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

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

1 employees covered by the collective bargaining agreement; and

2 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:

William Regan

Title:

Training Coordinator

Date Signed:

8/9/11

#### 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

CO-CHAIR SIGNATURE:

Print Name:

Michael Parmelee, Co-Chair

Date Signed:

OCT 26 2011

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

OPEIU LOCAL 11

APR 13 2016

RECEIVED

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

#### **ARTICLE 14. RETIREMENT PLANS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 16. EDUCATION**

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

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

#### **ARTICLE 17. NON-DISCRIMINATION**

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

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



## ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31<sup>st</sup> day of March 2016:

### UNITED LABOR UNION ASSOCIATION

Redacted by the U.S. Department of the Treasury

Gary Young/Business Manager IBEW Local 45  
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  
opeiu1/all-cio

## ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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

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

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

Maureen Bower/Union Representative  
OPEIU Local 11

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

Sharon Allen/Member  
Local 11

Redacted by the U.S. Department of the Treasury

Madelyn Elder/President CWA Local 7901

Redacted by the U.S. Department of the Treasury

Laura Gustafson/Member  
Local 11

Redacted by the U.S. Department of the Treasury

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

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

MAR 02 2011  
11-2800

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name: Oregon Federation of Nurses and Health Professionals  
Contract Person: Linda Rohman  
Address: 2045 SE Ankeny St  
City, State & Zip: Portland, OR 97214  
Telephone: (503) 651-9974

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

**A & I RECEIVED**  
JUN 15 2011

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): Oregon Federation of Nurses and Health Professionals

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

6 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: \_\_\_\_\_

Linda Rohman

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

Executive President

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

2-22-11

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

Redacted by the U.S. Department of the Treasury

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

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

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

MAR 02 2011

A & I RECEIVED

JUN 15 2011

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

OPEIU LOCAL 11

APR 13 2016

RECEIVED

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019



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

#### **ARTICLE 14. RETIREMENT PLANS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 16. EDUCATION**

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

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

#### **ARTICLE 17. NON-DISCRIMINATION**

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

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

## ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31<sup>st</sup> day of March 2016:

### UNITED LABOR UNION ASSOCIATION

Redacted by the U.S. Department of the Treasury

Gary Young/Business Manager IBEW Local 48  
ULUA - President

Redacted by the U.S.  
Department of the Treasury

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

Redacted by the U.S.  
Department of the Treasury

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

Redacted by the U.S. Department of  
the Treasury

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

Redacted by the U.S. Department of the  
Treasury

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

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

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the  
Treasury

Maureen Colvin /Union Representative  
OPEIU Local 11

Redacted by the U.S. Department of the  
Treasury

Donna Allen/Member  
OPEIU Local 11

Redacted by the U.S.  
Department of the Treasury

Laura Robbins/Member  
OPEIU Local 11



## ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

# MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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

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

Redacted by the U.S.  
Department of the Treasury

Don 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

Sharon Elder/President CWA Local 7901

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

CEIVED

2011

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

OPEIU LOCAL 11

APR 13 2016

RECEIVED

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

#### **ARTICLE 14. RETIREMENT PLANS**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

## **ARTICLE 16. EDUCATION**

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

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

## **ARTICLE 17. NON-DISCRIMINATION**

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

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

## ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31<sup>st</sup> day of March 2016:

### UNITED LABOR UNION ASSOCIATION

Redacted by the U.S. Department of the Treasury

Gary Young/Business Manager IBEW Local 48  
ULUA - President

Redacted by the U.S.  
Department of the  
Treasury

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

Redacted by the U.S.  
Department of the Treasury

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

Redacted by the U.S. Department  
of the Treasury

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

Redacted by the U.S. Department of the  
Treasury

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

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

Redacted by the U.S. Department of the  
Treasury

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

Redacted by the U.S. Department of the Treasury

Maureen Colvin /Union Representative  
OPEIU Local 11

Redacted by the U.S. Department of the  
Treasury

Donna Allen/Member  
OPEIU Local 11

Redacted by the U.S.  
Department of the Treasury

Laura Robbins/Member  
OPEIU Local 11

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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.

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

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

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

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



# MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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

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

Redacted by the U.S.  
Department of the Treasury

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

Redacted by the U.S. Department of the  
Treasury

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

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

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Maureen Bower/Union Representative  
OPEIU Local 11

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

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Sharon Allen/Member  
Local 11

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of the Treasury

Madelyn Elder/President CWA Local 7901

Redacted by the U.S. Department of the Treasury

Debra Gustafson/Member  
Local 11

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

Ratified by ballot vote 8/26/10

ULUA 2013 – Page 18

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

11-2780  
FEB 11 2011

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name: Oregon AFL-CIO  
Contract Person: \_\_\_\_\_  
Address: 2110 State St  
City, State & Zip: Salem OR 97301  
Telephone: 503-585-6320

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a (insert form of business): non profit.

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

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

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: \_\_\_\_\_

Tom Chamberlain

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

President

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

2/9/11

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

Redacted by the U.S. Department of the Treasury

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

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

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



WS 1184 ✓

**AGREEMENT BETWEEN**

**OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL NO. 381**

**AND**

**PLUMBERS & PIPEFITTERS LOCAL UNION NO. 344  
TRAINING CENTER**

**September 18, 2012 through September 17, 2014**

opeiu #381  
afl-cio

MAR 06 2013

employee shall receive an additional day of vacation.

10.6 Vacation time not to be accumulated over a period of more than one (1) year. Employee may accept pay in lieu of vacation if at the end of the calendar year, employee has been unable to take vacation due to emergency or hardship in the office.

10.7 Time of vacation shall be mutually agreed to by employer and employee. Employee must submit written request, at least fifteen (15) days prior to actual vacation time, except in emergency situations. Employee shall receive vacation pay on the last day worked prior to taking vacation.

10.8 In the event an employee covered by this Agreement is discharged, severs her/his connections, dies, retires, or enters military service, the vacation credits earned and accrued shall be pro-rated and paid in cash to the member or his beneficiary.

#### **ARTICLE 11**

##### **SICK LEAVE**

11.1 The payment of paid sick leave allowance to employees is to safeguard against the loss of pay due to sickness, and shall be paid only in case of illness.

11.2 Employer agrees to grant employees with six (6) months employment, or more, sick leave of one (1) paid day for each month's service. Sick leave shall be cumulative up to eighty (80) days for which the employee shall be paid. Permanent part-time employees shall accrue sick leave on a pro-rata basis.

11.3 Sick leave shall be extended by mutual agreement between the employer and the employee or Union.

11.4 Employees absent three (3) consecutive paid sick leave days shall, upon the request of employer, furnish a physician's certificate.

11.5 Sick leave can be used for maternity purposes.

#### **ARTICLE 12**

##### **COMPASSIONATE LEAVE**

12.1 In case of death in the immediate family, an employee shall be granted a reasonable leave of absence with pay, not to exceed one week and not to be charged against sick leave. Any additional time may be charged against vacation time, at employee's discretion, without the fifteen (15) day notice that is required in Article 10.7 of this Agreement. Immediate family to be defined as: husband, wife, child, grandchild, father, mother, sister, brother, mother-in-law, or father-in-law.

#### **ARTICLE 13**

##### **INSURANCE**

13.1 Employer agrees to participate in and each employee shall be covered by Workmen's Compensation Insurance as provided under Workmen's Compensation Laws of the State of Oklahoma.

13.2 Employer agrees to contribute to the Oklahoma Employment Security Commission on the employees covered by this Agreement.

13.3 Employees covered by this Agreement will be covered by the same medical benefits, and the same life insurance benefits, as provided for the members of Plumbers and Pipefitters Local Union No. 344.

#### **ARTICLE 14**

##### **PENSION PLAN**

14.1 Employer agrees that all full-time employees covered by this Agreement will participate in the OPEIU Western States Pension Plan. The employer will make contributions in behalf of employees

in amounts identical to those required for Journeyman members of Plumbers and Pipefitters Local Union No. 344 to participate in the Plumbers and Pipefitters National Pension Fund. While the Plan remains in "critical status", all contributions in excess of \$5.14 per hour shall be contributed to the Local 344 Annuity Fund or 401(K) Plan in behalf of employees.

14.2 The Employer and the Union agree to adopt the OPEIU Western States Pension Rehabilitation Plan Schedule as of October 1, 2012. The Employer agrees to contribute to the Plan at the rates required under this Agreement and the applicable Rehabilitation Plan schedule. The Parties agree that the adoption of the Rehabilitation Plan is effective for the duration of this Agreement and any renewals or extensions hereafter.

14.3 Employer agrees that all employees covered by this Agreement will participate in the Local 344 Annuity Fund. The employer will make contributions in behalf of employees in amounts identical to those required for Journeyman members of Plumbers and Pipefitters Local Union No. 344.

14.4 Employer agrees that all employees will be allowed to participate on a voluntary basis in the Local 344 401(K) Plan. The employer agrees to make the appropriate wage deductions from the employees' salaries and remit those amounts as contributions in the same manner and under the same conditions as provided for Journeyman members of Plumbers and Pipefitters Local Union No. 344.

#### **ARTICLE 15** **JURY DUTY**

15.1 Employees absent on Jury Duty shall receive their regular salary plus their jury service check if the Employer requires the Employee to continue performing their regular duties during the course of their Jury Duty. Furthermore, the aforementioned Employee shall not suffer loss of seniority during such absence. If the Employer does not require the Employee to continue performing their regular duties during the course of their Jury Duty, then the Employee shall receive the difference of their jury service check and the regular salary from Employer.

#### **ARTICLE 16** **LEAVES OF ABSENCE**

16.1 Leave of absence not exceeding thirty (30) days may be granted if mutually agreed upon by the Union and the Employer. Failure to comply with this provision will result in complete loss of seniority rights of the employee involved. An extension of time exceeding thirty (30) days may be granted if mutually agreed upon by the Union and the Employer.

16.2 The Employer agrees to grant necessary time off without pay and without discrimination to any employee designated by the Union to attend a Labor Convention or serve in any capacity on other official Union business, not to exceed thirty (30) days, extension shall be granted if mutually agreed upon by the Union and the Employer.

16.3 Employees with one (1) or more years service will be granted leave of absence without pay or, at the employee's discretion, with the use of available sick and/or vacation pay, for a period of not longer than six (6) months, with credit for such absence toward seniority, if they return to work at the end of the six (6) month leave for the following reasons: for placement with the employee of a son or daughter for adoption or foster care; to care for an immediate family member (spouse, child, or parent) with a serious health condition; or to take medical leave when the employee is unable to work because of a serious health condition.

16.4 In the event employee on maternity leave applies for work before the expiration of the leave, Employer will make every reasonable effort to return employee to former job or its equivalent; however, if Employer is unable to return employee to work prior to end of maternity leave, employee shall be kept on the waiting list and returned to former position at the end of maternity leave.

**ARTICLE 20**  
**SEPARABILITY**

20.1 If any provision of this Agreement is held invalid under any State or Federal Law, the remainder of the Agreement shall not be affected thereby.

**ARTICLE 21**  
**EMPLOYER'S RIGHT TO MANAGE**

21.1 The Employer shall have the right to manage its employees.

**ARTICLE 22**  
**RENEWAL**

22.1 This Agreement shall become effective September 18, 2012, and shall remain in effect and full force until the 18th day of September, 2014. 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 year, unless either party gives written notice of desire to terminate or amend same at least ninety (90) days prior to renewal date.

22.2 During negotiations, this Agreement shall continue in full force until a new Agreement has been obtained, and any additional benefits negotiated shall be made retroactive to the expiration date of the Agreement.

MAR 06 2013



SIGNED THIS 6th DAY OF March, 2013.

PLUMBERS AND PIPEFITTERS  
LOCAL 344 TRAINING CENTER

Redacted by the U.S. Department of the  
Treasury

Darren Jones, Business Manager

Redacted by the U.S. Department of  
the Treasury

Tommy O'Donnell, Training Director

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL NO. 381

Debra Graumann, President

Redacted by the U.S. Department  
of the Treasury

Linda Smith, Secretary-Treasurer

bdm  
opeiu381,afl-cio

MAR 06 2013

Western States Office and  
Professional Employees  
Pension Fund

W31184

Employer  
Participation  
Agreement

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

1. Employer Information.

Name:

Contract Person:

Address:

City, State & Zip:

Telephone:

Plumbers + Pipefitters 344 JATC  
Beverly Miller or Mike Liston  
5315 S. Shartel Ave.  
Oklahoma City OK 73109  
405-632-5629

2. Local Information.

Employer has a collective bargaining agreement with Local Union 381 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

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



An existing Participating Employer to update Plan records.



A new Participating Employer.

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



A new group of Employees of an existing Participating Employer.

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

4. Coverage.

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



Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.



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

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

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

A & I RECEIVED

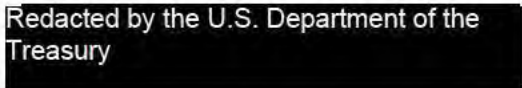
AUG 12

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): Apprenticeship Program  
*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): Plumbers and Pipefitters Training Center
  - 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.

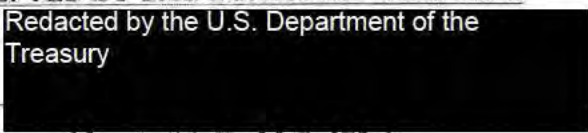
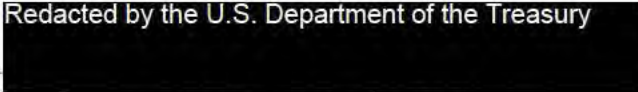
- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

#### APPROVAL OF PARTICIPATION AGREEMENT

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

EMPLOYER SIGNATURE:   
Print Name: Michael W Liston  
Title: Training Director  
Date Signed: 8/12/11

##### 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

A&I RECEIVED  
AUG 12 2011



AGREEMENT  
BETWEEN  
P & S CREDIT UNION  
AND THE  
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11  
AFL-CIO

Scanned  
OP 11  
WS8284

FOR THE PERIOD  
JUNE 1, 2014 THROUGH MAY 30, 2017

NOV 17 2016

## ARTICLE 15. RETIREMENT PLANS

The Employer agrees to continue a contribution amount per the employees' years of service as detailed below (see Grid-A) and in addition the eighty percent (80%) cap for the pension surcharge amount listed in the 2013 Rehabilitation Plan and Supplemental Contribution Schedule, per compensable hour worked including vacation, sick leave and holidays, on behalf of each eligible employee per month to the Western States Office & Professional Employees Pension Fund. Newly hired employees are eligible for the Western States 401(k) Retirement Fund of the OPEIU contributions the first day of the month following their ninety (90) day probationary period.

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 detailed in the grid below, per compensable hour shall be in full force and effect.

### GRID "A"

	June 1, 2014	June 1, 2015	June 1, 2016
10-years of service or more	\$1.25	\$1.25	\$1.25
5-years of service and up to 10-years of service	\$1.00	\$1.00	\$1.00
New Hire and up to 5-years of Service	\$0.50	\$0.50	\$0.50

The Employer agrees to contribute the amount per the employees' years of service as detailed below (see Grid-B) to the Western States 401(k) Retirement Fund of the OPEIU; or any other mutually agreed to qualified retirement fund; for each compensable hour, excluding overtime. Newly hired employees are eligible for the Western States 401(k) Retirement Fund of the OPEIU; or any other mutually agreed to qualified retirement fund; contributions the first day of the month following their ninety (90) day probationary period.

### GRID "B"

	June 1, 2014	June 1, 2015	June 1, 2016
10-years of service or more	\$1.25	\$1.25	\$1.25
5-years of service and up to 10-years of service	\$1.00	\$1.00	\$1.00
New Hire and up to 5-years of Service	\$0.75	\$0.75	\$0.75

## ARTICLE 16. HEALTH AND SANITAION

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 23. TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from the date hereof through June 1, 2017, and shall continue in effect from year to year thereafter unless either party give 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, and any other provisions to the contrary notwithstanding.

As agreed this \_\_\_\_ day of June 2014.

P & S Credit Union

Office & Professional Employees  
International Union, Local 11

Redacted by the U.S. Department of the  
Treasury

Kelly Baker, Chairman of the Board

*Kelly Baker*

Redacted by the U.S. Department of the  
Treasury

Michael L. Richards, Executive Secretary-Treasurer

Redacted by the U.S. Department of the  
Treasury

Stewart Mouritsen, President and CEO

Redacted by the U.S. Department of the  
Treasury

Maureen Colvin, Union Representative

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

**APR 11 2011**

**11-8284**

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name: PES CREDIT UNION  
Contract Person: BRENDA L VAN HOORN  
Address: 2250 S. REDWOOD RD #6  
City, State & Zip: SALT LAKE CITY, UT 84119  
Telephone: 801-973-0575

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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



- 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: Brenda L van Hoorn

Title: President / CEO

Date Signed: 3-8-11

**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

July 1, 2016 through June 30, 2019

**AGREEMENT BETWEEN**

**PACIFIC NORTHWEST IRONWORKERS FEDERAL CREDIT UNION**

**AND THE**

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION**

**LOCAL 11**

AGREEMENT entered into this 1<sup>st</sup> day of JULY, 2016 between the OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11, a Local Union of the OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO, hereinafter referred to as the "Union", and the PACIFIC NORTHWEST IRONWORKERS FEDERAL CREDIT UNION, its successors and assigns, hereinafter referred to as the "Employer".

**PREAMBLE**

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

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

**ARTICLE 1. RECOGNITION**

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

**ARTICLE 2. UNION SECURITY**

Section 1. The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, thirty (30) days from the date of signing of this Agreement become and remain members of the Union in good standing.

Section 2. The Employer further agrees that all new employees hired subsequent to the date of signing of this Agreement shall, as a condition of employment, thirty (30) days from the date of employment become and remain members of the Union in good standing.

**ARTICLE 3. HIRING OF EMPLOYEES**

Section 1. The Employer shall notify the union whenever there is a vacancy.

Section 2. The Employer agrees to notify the Union of the names of new hires within the first payroll period.

OPEIU LOCAL 11  
AUG 10 2016  
RECEIVED

## ARTICLE 12. HEALTH & WELFARE – DENTAL – OPTICAL – PRESCRIPTION

Section 1. The Employer will guarantee to pay a maximum of one thousand three hundred eighty five (\$1,385.00) dollars per month, per employee, for negotiated benefits coverage of the Western States Health & Welfare Trust Funds of the OPEIU (QP), Dental (UCR Plan) and Optical for the life of this Agreement provided thirty (30) days written notice is given by the Trust. The Employer will reimburse the employees for "out of pocket" premium expenses retroactive to July 1, 2008. Any premium increases over and above this amount must be borne equally by the employee and the Employer.

Section 2. The Employer payments will only be made for eligible employees who are regularly scheduled to work twenty (20) or more hours per payroll week. All compensable hours count toward the Health & Welfare eligibility rule.

For employees hired after date of ratification of this Agreement, the Employer payments will only be made for eligible employees who are scheduled to work thirty-two (32) or more hours per payroll week.

Section 3. Nothing contained in the Article shall prohibit the Employer from seeking and implementing Health & Welfare coverage other than that provided by the Western States Health & Welfare Trust of the OPEIU, provided the benefits offered are substantially equal and the change does not result in a lapse of coverage.

## ARTICLE 13. RETIREMENT PLANS

Section 1. The Employer agrees to contribute for each eligible employee to the Western States 401 (k) Retirement Fund of the OPEIU the amount(s) specified in Schedule "A" per compensable hour, excluding overtime.

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 Western States 401(k) Retirement Fund of the OPEIU shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of Union and Employer representatives. The Agreement and Declaration of Trust, together with any amendments thereto, shall be considered a part of this Agreement as if set forth herein at length.

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

Section 6. The said contribution shall be paid monthly up to and including the last payroll date of each and every calendar month on or before the 10<sup>th</sup> of the following month. The contributions are to be stated on forms provided by the Western States 401(k) Retirement Fund of the OPEIU.

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

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 affect collection.

Section 9. Employer contributions shall commence on the hiring date for 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. The Employer agrees to contribute for each eligible employee to the Western States Office & Professional Employees Pension Fund the amount(s) specified in Schedule "A" per compensable hour, excluding overtime.

Section 12. At such time the Western States Office & Professional Employees Pension Fund recovery plan has been satisfied, the Employer shall increase the contribution rate to the Western States Office & Professional Employees 401(k) Retirement Fund up to an additional two dollars and ninety six cents (\$2.96).

Section 13. For employees hired after ratification of this Agreement, the eligibility rule for contribution to the plans specified in the Article shall be the same as the eligibility requirement for the Health & Welfare benefit in Article 12.

Section 14. The Employer, in accordance with the Trust Agreement rules may, during the life of this Agreement, withdraw from the Western States Office & Professional Employees Pension Fund and shall send notice to the pension fund administrators. Should the Employer withdraw, then in exchange they shall contribute to a mutually acceptable plan the amount specified in Schedule "A" on behalf of each bargaining unit employee. Revisions and/or adoptions of new policies shall be discussed with the Union prior to adoption by the Employer and are subject to negotiations between the parties.

#### ARTICLE 14. HEALTH AND SANITATION

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

#### ARTICLE 15. NON-DISCRIMINATION

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



SCHEDULE "A" \*

	Start	6 Months	12 Months	24 Months	36 Months
Effective 7/1/2016 – 6/30/2018	65%	70%	80%	90%	100%
Teller	9.75	10.50	12.00	13.50	15.00
Member Service Representative	11.21	12.08	13.80	15.53	17.25
Member Service Manager	11.83	12.74	14.56	16.38	18.20
Collector	11.21	12.08	13.80	15.53	17.25
Branch Manager					
Spokane	11.41	12.29	14.04	15.80	17.55
Seattle	13.91	14.98	17.12	19.26	21.40

The Start, and 6, 12 and 24 months rates are calculated as a percentage of the 100% rate. At no time shall an employee start below the state minimum wage.

Effective July 1, 2016 all employees shall receive an increase of 3%

Effective July 1, 2017 all employees shall receive an increase of 3%

Effective July 1, 2018 all employees shall receive an increase of 3%

As an additional benefit to all permanent employees covered under this labor Agreement, all loans made to the employee shall be made at a two percent (2%) rate reduction from the current available rate of interest.

\*The wage scales herein established shall be considered minimum wages and shall not prevent the payment of higher scales to any employee whose work may warrant. And be it further agreed that all employees over scale shall receive the wage increases negotiated above. All merit increases, exclusive of existing programs, shall be non-contractual and hereafter, the Grandfather Clause shall apply to only those who were over scale April 1, 1975.

Western States 401(k) Retirement Fund of the OPEIU Contribution Rate	
Effective July 1, 2016	\$1.48
Western States Office & Professional Employees Pension Fund Contribution Rate	
Effective July 1, 2016 – Member contribution	\$3.70
Effective July 1, 2016 – Pension Surcharge	\$2.96

TEMPORARY EMPLOYEES: A temporary employee shall not be paid less than minimum wage.

Temporary employees are employees who are hired for a period of time which is agreed on and specified at the time of hiring, in writing, by the Employer to the Union. The employees shall receive the temporary rate of pay as indicated above. These employees do not receive any fringe benefits as outlined under the working conditions of this Agreement.

## ARTICLE 22. TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from July 1, 2016 through June 30, 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 to its desire to terminate or modify such Agreement; provided, that in the event the Union serves written notice in accordance with the Article, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provisions of the 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 1<sup>st</sup> day of July 2016:

PACIFIC NORTHWEST IRONWORKERS  
FEDERAL CREDIT UNION

Redacted by the U.S. Department of the  
Treasury

Teri Robinson  
Chief Executive Officer

OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL 12

Redacted by the U.S. Department of the  
Treasury

Michael L. Richards  
Executive Secretary-Treasurer

Redacted by the U.S. Department of  
the Treasury

Matthew E. DeVore  
Union Representative

MD/dmt  
opeiu11/afl-cio



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

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

A & I RECEIVED

JUL 0 8 2015

May 1, 2015

Teri Robinson  
PNW Ironworkers FCU  
11620 NE Ainsworth  
Portland, OR 97220

Dear Ms. Robinson:

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

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

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

If you have any questions, please contact our office.

Sincerely,

Redacted by the U.S. Department of the Treasury

Matthew E. DeVore  
Union Representative

MED/dmt  
opeiu11/afl-cio

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

FEB 16 2011

11-3588

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name: Pacific NW Ironworkers Foll  
Contract Person: Ken Robinson  
Address: 11020 NE Alameda Ave #400  
City, State & Zip: Portland OR 97220  
Telephone: 503 774 3548

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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



- 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**

FEB 16 2011

**APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER**

Redacted by the U.S. Department of the Treasury

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

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

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

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

Teri Robinson

CEO

3/10/11

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

Redacted by the U.S. Department of the Treasury

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

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

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

FEB 16 2017

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: CEO

Total number of employees not covered by a CBA: 1

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:

0

4. Contribution rate for nonbargaining unit employees: 3.70

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE:

Print Name: Teri Robinson

Title: CEO

Date: 2/16/17

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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS

AND

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

FOR THE PERIOD OF

APRIL 1, 2014 THROUGH MARCH 31, 2017

OPEIU LOCAL 11  
JUL 1 2014  
RECEIVED

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

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

## ARTICLE 21

### RATES OF PAY

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

**Section 21.2** Any position not covered in Schedule "A", or any positions which may be established during the life of this Agreement, shall be subject to negotiations between the Employer and the Union.

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

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

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

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

## ARTICLE 22

### PENSION PLANS

**Section 22.1** Effective April 1, 2014, the Employer shall contribute three dollars (\$3.00) per hour into the Western States Office and Professional Employees Pension Fund for all employees. The Employer also agrees to contribute the additional seventy-nine percent (79%) for the pension surcharge amount listed in the 2013 Rehab Plan, in accordance with the Supplemental Contribution Schedule, with a total contribution amount of five dollars and



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

**Section 22.2(a)** Effective April 1, 2015 and for the duration of this Agreement, the Employer shall contribute three dollars (\$3.00) per hour into the Western States Office and Professional Employees Pension Fund for all employees. The Employer also agrees to contribute the additional eighty percent (80%) cap for the pension surcharge amount listed in the 2013 Rehab Plan, in accordance with the Supplemental Contribution Schedule, with a total contribution amount of five dollars and forty cents (\$5.40) to the Western States Office and Professional Employees Pension Fund.

**Section 22.3** Upon failure of the Employer to make any of the payments required by this Agreement, the Union may, ten days after written notification to the Employer of failure to such payments, under take economic action against such defaulting Employer to enforce prompt payment, and such action shall not be deemed to be in violation of this Agreement of any of the provisions thereof.

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

## ARTICLE 23

### **GRIEVANCE MACHINERY AND ARBITRATION**

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

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

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

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

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

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

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

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

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

## **ARTICLE 24**

### **SEPARABILITY**

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

## **ARTICLE 25**

### **PICKET LINES**

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

## **ARTICLE 26**

### **TRAINING**

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

## **ARTICLE 27**

### **TERMINATION AND RENEWAL**

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

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

modify such Agreement; provided, that in the event the Union serves written notice in accordance with this Article, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provisions of this Agreement, any other provisions to the contrary notwithstanding. Upon signing of this Agreement or any future Agreement, the provisions therein shall be retroactive to the anniversary date.

EXECUTED this 30th day of June 2014.

PACIFIC NORTHWEST REGIONAL  
COUNCIL OF CARPENTERS

Redacted by the U.S. Department of  
the Treasury

By

Doug Tweedy /  
Executive Secretary-Treasurer

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

Redacted by the U.S. Department of the  
Treasury

By

Suzanne Mode  
Business Manager

OPEIU Local #8

Redacted by the U.S. Department of the Treasury

By

Mike Richards  
Executive Secretary-Treasurer

OPEIU Local #11

Redacted by the U.S. Department of the Treasury

By

Maureen Colvin  
Union Representative  
OPEIU Local #11

Redacted by the U.S. Department of the Treasury

Leslie Liddle  
Business Representative  
OPEIU Local #23

Redacted by the U.S. Department of the Treasury

By

Stacey Keller  
Bargaining Team Member

Redacted by the U.S. Department of the  
Treasury

By

Nichele Smith  
Bargaining Team Member



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

**Employer  
Participation  
Agreement**

MAR 21 2011

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

1. Employer Information.

Name: Pacific NW Regional Council of Carpenters  
Contract Person: S. Pinkerton  
Address: 25130 Pacific Hwy S #200  
City, State & Zip: Kent WA 98032  
Telephone: (253) 945 8800

2. Local Information.

Employer has a collective bargaining agreement with Local Union 8, 11, and 23 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

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

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

4. Coverage.

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

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

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



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): Pacific NW Regional Council of Carpenters

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

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

21 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 21 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: \_\_\_\_\_

*Doug Twierky*

*EA Sec-Treas*

*6/3/10/11*

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

Redacted by the U.S. Department of the Treasury

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

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

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*

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

OPEIU LOCAL 11

APR 13 2016

RECEIVED

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

#### **ARTICLE 14. RETIREMENT PLANS**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

#### **ARTICLE 16. EDUCATION**

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

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

#### **ARTICLE 17. NON-DISCRIMINATION**

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

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

## ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31<sup>st</sup> day of March 2016:

### UNITED LABOR UNION ASSOCIATION

Redacted by the U.S. Department of the  
Treasury

Gary Young/Business Manager IBEW Local 48  
ULUA - President

Redacted by the U.S.  
Department of the Treasury

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

Redacted by the U.S.  
Department of the Treasury

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

Redacted by the U.S. Department  
of the Treasury

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

Redacted by the U.S. Department of the  
Treasury

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

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

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Treasury

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

Redacted by the U.S. Department of the Treasury

Maureen Colvin /Union Representative  
OPEIU Local 11

Redacted by the U.S. Department of the Treasury

Donna Allen/Member  
OPEIU Local 11

Redacted by the U.S. Department of the  
Treasury

Laura Robbins/Member  
OPEIU Local 11

## ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



# MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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

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

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

Maureen Bower/Union Representative  
OPEIU Local 11

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

Sharon Allen/Member  
Local 11

Redacted by the U.S. Department of the Treasury

Redacted by the U.S. Department of the Treasury

Madelyn Elder/President CWA Local 7901  
ULUA-Negotiating Team

Edna Gustafson/Member  
Local 11

Redacted by the U.S. Department of the Treasury

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

Ratified by ballot vote 8/26/10

ULUA 2013 – Page 18

Western States Office and  
Professional Employees  
Pension Fund

11-  
2860

Employer  
Participation  
Agreement

WS 2860

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

A&I RECEIVED  
NOV 11 1991

1. Employer Information.

Name: \_\_\_\_\_  
Contract Person: PAINTERS LOCAL NO. 10  
Address: 1105 N.E. SANDY BLVD.  
City, State & Zip: PORTLAND, OREGON 97220  
Telephone: (503) 257-0589

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:
- a. Employer is a (insert form of business): Local 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):  
\_\_\_\_\_ 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

Redacted by the U.S. Department of the Treasury

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

Print Name:

JEFF BROKE

Title:

BUSINESS REPRESENTATIVE

Date Signed:

11-7-2011

#### 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 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

A&I  
NOV 16 2011



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AUG 25 2015

# **COLLECTIVE BARGAINING AGREEMENT**

*between*

**International Association of  
Sheet Metal, Air, Rail and Transportation Workers  
Local Union No. 359**

WS 0634

*and*

**Arizona Sheet Metal Joint Apprenticeship  
and Training Committee**

WS 0635

*and*

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



**September 1, 2013 through August 31, 2016**

agree upon an Arbitrator within the seventy-two (72) hours, a joint request will be made to the Federal Mediation and Conciliation Service to forward a list of five (5) impartial arbitrators with each side having the privilege of scratching two (2). Decision of the arbitrator is to be final and binding with the expense of the arbitrator to be divided equally between the parties. Time limits set forth shall exclude Saturday, Sundays and Holidays. Time limits may be extended by mutual consent of the parties.

- (e) Nothing contained herein may be interpreted to permit or grant power to the arbitrator to alter, amend, modify or otherwise change any terms or conditions of the collective bargaining agreement.

#### ARTICLE XXIII - PENSIONS

- Section 1. Employer agrees to contribute to the Western States Office and Professional Employees Pension Trust Fund a contribution on behalf of each employee in the amount of THREE DOLLARS (\$3.00) per hour. The Employer contribution, as provided herein, shall be made on eligible employees, on the effective date, except for employees serving their ninety (90) day probationary period. The contribution for probationary employees shall start on the first of the month following their ninety (90) day 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 who work over seventy (70) hours per month shall be covered by the provisions of this Article.
- Section 4. The Employer and the employees agree to be bound by the terms and provisions of the Trust Agreement and amendments thereto of the Western States Office and Professional Employees Pension Trust Fund. The Employer adopts the updated Rehabilitation Plan dated January 1, 2010 for the term of the Agreement.
- Section 5. The Employer shall contribute on behalf of each employee the rates set forth in Exhibit A, per hour, to the Sheet Metal Workers' Local Union No. 359 401(k) Plan in the manner presently established (Sheet Metal Workers' National Supplemental Savings Plan) and in the manner as may be changed from time to time by the Sheet Metal Workers' Trustees of the 401(k) Plan. Contributions shall be paid at the time designated by the Trustees of the Plan. The Employer shall match the employee's "voluntary contribution" to a maximum of One Dollar and Fifteen Cents (\$1.15) per hour.

(Example: Employee voluntarily contributes \$1.15/hr. and Employer will contribute the current amount per the contract, plus an additional \$1.15/hr. to match employee's "voluntary contribution". If employee voluntarily contributes \$.50/hr., Employer will contribute the current amount per the contract, plus an additional \$.50/hr. to match employee's "voluntary contribution".)

#### ARTICLE XXIV - UNION SHOP CARD

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

#### ARTICLE XXV - SEVERABILITY

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

## ARTICLE XXVI - MANAGEMENT RIGHTS CLAUSE

### Section 1.

The Union hereby recognizes that the Management of the Office and the direction of the working forces are vested but shall not be limited to the right to determine the existence of facts which are the basis of management decision; to determine volume, production and methods of office operation, free of the liabilities of this Agreement; to introduce new or different methods, processes, procedures, technological changes, equipment or facilities to establish or continue policies, practices or procedures; to establish modify and/or change office rules and to administer and enforce such rules; to select and determine the number and types of employees required; to determine, and from time to time re-determine, the number and kinds of classifications required; to assign work covered by this Agreement in accordance with the job-related requirements determined by Management; to establish and change work schedules and assignments; to transfer or otherwise relieve employees from duty for lack of work or other legitimate reasons and to determine the fact of lack of work; to establish wage rates for new or changed classifications or positions; to design, establish, apply, change and terminate incentive and/or bonus compensation plans (in this connection the Employer has the right to establish reasonable production standards); to suspend, discharge or otherwise discipline employees for just cause; to fix standards of quality and quantity for work to be done, eliminate interruption of work, determine number of employees on a job, determine related job content, and rearrange, combine and/or eliminate jobs, positions, job classifications or descriptions (consistent with State and Federal Safety Laws); and to take whatever action necessary to carry out any function of the Employer in situations of emergency or in order to promote efficiency.

The listing of specific rights in the Agreement is not intended to be nor shall be restrictive nor a waiver of any rights of rights of Management not listed and the non-exercise and/or non-frequent exercise of any Management Right, whether expressed or implied, shall not preclude the Employer from exercising such right, notwithstanding the period of such non-exercise or regardless of the frequency of such exercise. The exercise of Management Rights, whether express or implied, shall not be inconsistent with any specific express provision of this Agreement.

## ARTICLE XXVII - DURATION

This Agreement shall be in full force and effect on and after the 1<sup>st</sup> day of September, 2013 to and including the 31<sup>st</sup> day of August, 2016, and shall be automatically renewed from year to year, unless the Union or the signatory Employer serves upon the other a ninety (90) day written notice of desire to modify, amend or terminate this Agreement, prior to September 1, 2016. If agreement upon such amendments or modifications is not reached prior to the 31<sup>st</sup> day of August, 2016, this agreement automatically terminates unless prior to that date, the parties, in writing, have agreed to extend this Agreement for a specified period of time.

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

### APPROVED BY EMPLOYER NEGOTIATING COMMITTEE

Redacted by the U.S. Department of the  
Treasury

Dion C. Abril, Business Manager

Redacted by the U.S. Department of the  
Treasury

George J. Caplen, Apprentice Coordinator

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

Redacted by the U.S. Department of  
the Treasury

Walter Allen, Jr., Executive Director/CFO

Redacted by the U.S.  
Department of the Treasury

Mark Bailey, Business Agent



MB:jdc

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

**Employer  
Participation  
Agreement**

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

FEB 25 2011

1. Employer Information.

Name: Arizona Sheet Metal JATC  
Contract Person: George Sapien  
Address: 2534 E. Adams Street  
City, State & Zip: Phoenix, AZ 85034  
Telephone: 602-275-6511

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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



# **AGREEMENT**

**Between**

**PIEDMONT GROCERY COMPANY**

**And**

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

**October 31, 2014 – October 30, 2017**

