

WS 1182

A&I RECEIVED
AUG 26 2015

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 30

AND

PREFERRED MECHANICAL, INC.

The parties mutually agree that the terms and conditions of the current Collective Bargaining Agreement between the Office and Professional Employees International Union, Local 30 and Preferred Mechanical, Incorporated remain in effect and shall be extended for three (3) years starting February 1, 2014 through January 31, 2017. The parties also agree either the union or the employer will have the option to open the contract for bargaining as deemed necessary.

APPROVED BY EMPLOYER NEGOTIATING
COMMITTEE:

Redacted by the U.S. Department of the
Treasury

Jack Johnson, President

Date 2-4-14

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL NO. 30

Redacted by the U.S. Department
of the Treasury

Walter Allen, Executive Director/CFO

Date 2-10-14



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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MASTER TRADE SECTION

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

FOR THE PERIOD OF

APRIL 1, 2016 THROUGH MARCH 31, 2019

ARTICLE 15

PENSIONS

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

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

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

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

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

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

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

ARTICLE 22

TERMINATION AND RENEWAL

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

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

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

Redacted by the U.S. Department of the Treasury

By

Suzanne Mode
Business Manager

Redacted by the U.S. Department of the Treasury

By

David Ciprut, REBOUND

Bargaining Committee

Redacted by the U.S. Department of the Treasury

By

Fred Hutchins, IBEW Local 77
Bargaining Committee

Redacted by the U.S. Department of the Treasury

By

Traci Miller, Heat & Frost Insulators Local 7
Bargaining Committee

Redacted by the U.S. Department of the Treasury

By

Carol O'Neill, Sprinkler Fitters Local 699
Bargaining Committee

Redacted by the U.S. Department of the Treasury

By

Tyler Walser, IBEW Local 77
Bargaining Committee

FOR THE MASTER TRADE SECTION

Redacted by the U.S. Department of the Treasury

By

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

By

Employer

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

8 - 8127

**Employer
Participation
Agreement**

MAR 04 2011

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

1. Employer Information.

Name: Puget Sound Electrical Joint Apprenticeship³ Training Committee
Contract Person: William McCartan
Address: 550 SW 7th St.
City, State & Zip: Renton, WA. 98057-2917
Telephone: 425-228-1777

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

5. **Employer Representations.** The Employer makes the following representations to the Board in support of the Employer's request for participation:
- a. Employer is a (*insert form of business*): non-profit.
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):
6 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 04 2011

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Redacted by the U.S. Department of the Treasury

Print Name:

William McCARTAN

Title:

TRAINING DIRECTOR

Date Signed:

3-2-2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE:

Redacted by the U.S. Department of the Treasury

Print Name:

Judith Zenk, Co-Chair

Date Signed:

NOV 03 2011

CO-CHAIR SIGNATURE:

Redacted by the U.S. Department of the Treasury

Print Name:

Michael Parmelee, Co-Chair

Date Signed:

NOV 03 2011

OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

8-8138

Piledrivers
2396

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

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

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

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

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

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

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

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 8

Redacted by the U.S. Department of the
Treasury

By
Suzanne Mode
Business Manager

FOR THE TRADE SECTION EMPLOYERS

Redacted by the U.S.
Department of the Treasury

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

Trade Section Employers Participating in Western States Pension Fund

2016

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

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

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

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

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

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

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

#8181

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

#8253
- 9) INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 46
19802 62nd Avenue S, Suite 105
Kent, WA 98032

#8109
- 10) INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 89
P.O. Box 3219
Arlington, WA 98223

#8101
- 11) LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
12201 Tukwila Int'l Blvd. #140
Seattle, WA 98168

#8255
- 12) MARTIN LUTHER KING JR. COUNTY LABOR COUNCIL
2800 First Avenue #206
Seattle, WA 98121

#775
- 13) INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION LOCAL NO. 52
2414 SW Andover St. #F-100
Seattle, WA 98106

#8235
- 14) PACIFIC NW IRONWORKERS AND EMPLOYERS & TRAINING APPRENTICESHIP COMMITTEE
4550 South 134th Pl #101
Tukwila, WA 98168

#8162
- 15) PILEDRIVERS LOCAL NO. 196 (formally Local No. 2396)
4695 Pacific Highway East
Fife, WA. 98424

#8138

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

#8127

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

#8241

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

#8108

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

#8154

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

#8118

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

#8164

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

#8226

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

#8126

WS4460

AGREEMENT

between

RICHMOND SANITARY SERVICE, INC.

and

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

February 1, 2015 through January 31, 2018



ARTICLE XXII. PENSION PLAN

Section 1. The Employer agrees to contribute into a Trust Fund known as Western States Office & Professional Employees' Pension Fund, for the account of each eligible employee working under this Agreement, the sum of Three Dollars and forty cents (\$3.40) per hour, per month, per member, effective February 1, 2011.

Effective December 1, 2014, based on hours paid, the Employer agrees to contribute on behalf of each employee the surcharge amount listed in the Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. The schedule being adopted as of this contract term is effective December 1, 2014 at 80% (\$3.40 2.72 = \$6.12 pension hourly rate) of the current pension contribution.

*additional eleven (\$.11) cents per hour effective December 1, 2014.

Maintain current Pension Rehabilitation schedule.

If during the term of this Agreement, the Employer is legally required to increase its contribution to the Pension Plan over that required therein (or the aggregate effect requires additional contributions) due directly or indirectly to any law, the Western States Office and Professional Employees Pension Fund, regulation or rule, including the Pension Protection Act of 2006 and any successor legislation, the Union further agrees to meet with the Employer within the thirty (30) calendar days of the commencement of the above referenced additional payments or contributions to negotiate and reach an equitable solution to address the economic impact upon the Employer caused by the burden of these additional payments or contributions to the pension fund. During these negotiations, the parties agree that the total wage/fringe package will not be increased beyond the amounts originally negotiated in this Agreement. If no agreement is reached by the parties within sixty (60) calendar days, the Employer shall be entitled to reduce the wage amount as set forth in the Agreement by the amount of the additional Employer contributions or other required payment(s) to the Pension Plan as required by law or mandated by the Trustees.

If in any year of the Agreement the Pension Trustees lower the percentage rates in the rehabilitation plan, the contract would open to for the parties to negotiate wage increases in that year and subsequent years of the Agreement. If the rehabilitation plan is no longer required and is no longer in the Red Zone, the supplemental pension contributions would be re-allocated by two percent (2%) to wages in that year and subsequent years of the Agreement.

Section 2. To be eligible for participation in the Plan, an employee, for the purposes of this Article, shall mean, "Any employee on the payroll on the first day of the calendar month and who works seventy (70) hours or more each succeeding and consecutive calendar month thereafter."

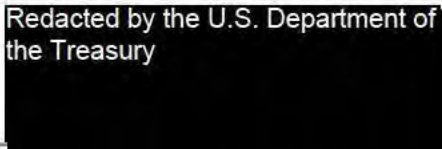
ARTICLE XXXI. TERMINATION AND RENEWAL

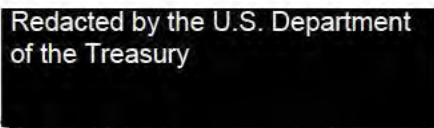
This Agreement, together with all provisions set forth, shall be in full force and effect from February 1, 2015 until January 31, 2018, and shall continue in effect from year to year thereafter unless either party gives notice in writing at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided, that in the event the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contrary notwithstanding.

This Agreement shall be binding upon the heirs, executors and assigns of the parties hereto. In WITNESS WHEREOF, the parties have hereto set their hands and seals by their respective officers duly authorized to do so.

**RICHMOND SANITARY SERVICE,
INC.**

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


By: 
Mike Caprio
Area President, Northern California

By: 
Tamara R. Rubyn
President/Business Manager

Date: 4/23/15

Date: 4-24-15

By: 
Shawn Moberg
General Manager

By: 
Kelly Gschwend
Vice President/Business Representative

Date: 4/23/15

Date: 4-24-15

KG/m(RSS31115)
cwa:9415/all-cio

Office & Professional Employees International Union | Local 29

AFL-CIO & CLC

WS 4660

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

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

AS RECEIVED

AGREEMENT TO ADOPT REHABILITATION PLAN

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

Parties: OPEIU Local 29 _____, the "Union; and
Republic Services/Richmond Sanitary _____, the "Employer"

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

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

Effective Date: December 1, 2011 _____

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

2. The Employer agrees to contribute to the Plan at the rates required under the CBA and the applicable Rehabilitation Plan Schedule at the plan rate The schedule being adopted as of this contract term is effective The schedule being adopted as of this contract term is effective December 1, 2011 at 47% ($\$3.40 \times 47\% = \5.00 pension hourly rate) of the current pension contribution, effective December 1, 2012 at 62% ($\$3.40 \times 62\% = \5.51 pension hourly rate) of the current pension contribution and effective December 1, 2013 at 77% ($\$3.40 \times 77\% = \6.02 pension hourly rate) of the current pension.
3. The Parties agree that their adoption of the Rehabilitation Plan is effective December 1, 2011 for the duration of the current CBA and to any renewals or extensions of the CBA and the current CBA, unless the Trustee's increase the current supplemental schedule, then the contract will open immediately for negotiations. If the Union and the Employer cannot agree upon how the increased amount to the Pension will be paid within 60 calendar days of the opener, the Employer shall be entitled to reduce the wage amount in the amount of the increase set forth by the trustees above the current agreed upon pension supplemental schedule.

EMPLOYER APPROVAL

UNION APPROVAL

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

Signature _____

Title: General Manager
Date: 8/1/12

Title: _____
Date: _____

WESTERN STATES OFFICE EMPLOYEES INTERNATIONAL UNION PENSION TRUST FUND

ADDITION OF NEW EMPLOYER

DATE 11 30 65

Name of employer Richmond Sanitary Service

Address of employer 1224 Nevin Avenue, Richmond, Calif.

Contract with OEU 243

First month for which pension contributions are to be made December 1965

Total number of union members to be covered: 6 or 7

Amount of employer contribution \$10 per month

Has "Acceptance of Trust and Trustloss" form been signed by employer? not yet
has been sent for signature

Special arrangements:

Effective December 1, 1966 employer contribution
will be increased to \$20.00 per month.

Please attach copy of Pension provision in labor contract. Will be forwarded
from Richmond Local when prepared.

Date approved by Trustees _____

OEU:39
all-cis

DEC 2 1965 REC'D
from Local 29

408-243

NOV 30 1965

EMPLOYER'S NAME AND ADDRESS

Richmond Sanitary Service

1224 Nevin Avenue

Richmond, California

WESTERN STATES OFFICE EMPLOYES INTERNATIONAL UNION PENSION AGREEMENT

ACCEPTANCE OF TRUST AND TRUSTEES

This Agreement made and entered in the City of Richmond, County of Contra Costa, State of California, this 18th day of November, 1965, by and between the undersigned Employer and the undersigned Union:

WHEREAS, a certain amended agreement and declaration of trust was made and entered into on the 3rd day of May, 1960, in the City of Oakland, County of Alameda, State of California, by and between Consolidated Freightways Corporation of Delaware, and other employers, and Local Unions No. 29 and 11 of the Office Employees International Union, and Trustees thereof, and

WHEREAS, the said agreement establishes the 'WESTERN STATES OFFICE EMPLOYES INTERNATIONAL UNION PENSION TRUST FUND' and sets out the terms and conditions of the said trust, and

WHEREAS, Section 14.1 of the said agreement provides that an Employer may become a party to the said agreement by executing a document in writing agreeing to be bound by the terms of the said trust agreement and being authorized by the Board of Trustees to participate in the said Trust Fund, and

WHEREAS, the undersigned Employer has heretofore made and entered into a collective bargaining agreement with the undersigned Union providing for, amongst other things, a pension agreement whereby the Employer agrees to make certain employer contributions into a Trust Fund for the purpose of providing pension benefits for such of his employees as are covered by the said collective bargaining agreement and

WHEREAS, it is the desire of the undersigned Employer to make such employer contributions into the WESTERN STATES OFFICE EMPLOYES INTERNATIONAL UNION PENSION TRUST FUND, and become a party to said trust agreement hereinabove referred to, and

NOW THEREFORE, it is agreed as follows:

1. The undersigned Employer accepts a true copy of the agreement and declaration of trust, date May 3, 1960, a copy of which is attached hereto and made a part hereof.

2. It is understood and agreed that the Employer, by its signature to this agreement, accepts the terms and provisions of the agreement and declaration of trust, and shall become a party thereto upon acceptance by the Board of Trustees.

3. The Employer agrees:

(a) That the Employer Trustees named in the agreement and declaration of trust, and additional Employer Trustees appointed pursuant to the terms of the agreement and declaration of Trust, and their successors in trust, are and shall be his representatives:

(b) That the Employer approves and consents to the appointment of the Trustees of the said agreement heretofore appointed and hereafter selected as provided for in said agreement; and

(c) That the Employer further ratifies, confirms, approves and consents to all of the acts of the said Trustees, or their duly appointed successors, heretofore or hereafter taken in the creation and administration of the said trust agreement, including, without limitation, the establishment, maintenance, modification and termination of a pension plan, the amount and type of benefits which may be provided thereunder, the crediting of service for the purpose of determining the benefits of individual employees, and the method of funding and paying the benefits; and

(d) That the Employer further ratifies, confirms, approves, and consents to all amendments of the said trust agreement that may hereafter be made in accordance with the provisions of the trust agreement, regardless of whether the undersigned Employer is a party signatory to such agreement.

4. This agreement shall be binding upon and shall inure to the benefit of the heirs, successors, transferees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year this document bears above.

Employer Richmond Sanitary Service
1224 Nevin Avenue
Address Richmond, Calif.

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

No. of employees 6

Union Office Employees International
Union, Local 29, AFL-CIO
Address 610 - 16th St. Oakland, Calif.

Authorized Signature Redacted by the U.S. Department of the Treasury
Business Representative
Office Employees International
Union, Local 243, AFL-CIO

ACCEPTANCE: The duly appointed and acting Trustees of the Western States Office Employees International Union Pension Trust Fund hereby accept the above Employer as a party to the agreement and declaration of trust dated May 3, 1960, and the amendments thereto.

THE TRUSTEES OF THE WESTERN STATES OFFICE EMPLOYES
INTERNATIONAL UNION PENSION TRUST FUND

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

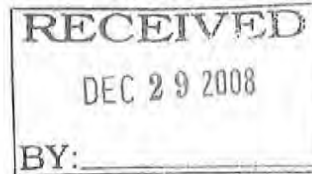
Union Trustees
Redacted by the U.S. Department of the Treasury

(Instructions after acceptance) Three copies to be signed and forwarded to the Trustees for approval. One copy will be returned to the Employer, one to the Union and the other retained by the Trust).

WS-29-0451
29-8039

AGREEMENT

Between



ROADWAY EXPRESS, INC.

And

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

June 1, 2008 - May 31, 2013



SECTION 9. PART-TIME EMPLOYEES

Part-time employees shall receive not less than the rate set forth for their classification, pro-rated in proportion according to the time worked. In addition, regular part-time employees shall be entitled to all privileges enjoyed by regular full-time employees, namely, vacation, holidays, termination pay, etc., on a similar pro-rated basis.

Part-time employees may be hired for a minimum of twenty (20) hours per week and a maximum of thirty (30) hours per week. All employees working more than thirty (30) hours per week shall be guaranteed a minimum of forty (40) hours per week.

SECTION 10. REST PERIOD

Employees shall receive two (2) fifteen (15) minute rest periods each day; one (1) rest period to be taken in the morning; and one (1) rest period to be taken in the afternoon.

SECTION 11. PENSION PLAN

- A. **Bay Area:**
Effective June 1, 2008, the Employer agrees to contribute into the Western States Office and Professional Employees' Pension Fund, to the account of each eligible employee working under this Agreement, the sum of Seven Hundred Thirteen Dollars and sixty-four cents (\$713.64) (or as determined by the Western States Pension Fund.)
- B. **Reno:**
Effective June 1, 2008, the Employer agrees to contribute into the Western States Office and Professional Employees' Pension Fund, to the account of each eligible employee working under this Agreement, an additional One Dollar (\$1.00) for a total of Seven Hundred and Sixty-Three Dollars and forty-six cents (\$763.46) (or as determined by the Western States Pension Fund.)
- C. The Employer agrees to pay the following additional amounts for Office & Professional Employees Welfare Fund/Western States Office & Professional Employees Pension Fund or to an approved 401(k) plan. This will be determined by a majority vote of the membership.

Effective June 1, 2008, One Dollar (\$1.00) increase per hour.

Effective June 1, 2009, One Dollar (\$1.00) increase per hour.

Effective June 1, 2010, One Dollar (\$1.00) increase per hour.

Effective June 1, 2011, One Dollar (\$1.00) increase per hour.

Effective June 1, 2012, One Dollar (\$1.00) increase per hour.

Contributions for the remainder of the Contract will be governed by the terms of Section 12.

SECTION 33. TERM OF AGREEMENT

This Agreement shall be in full force and effect from June 1, 2008 to May 31, 2013. This Agreement shall be considered renewed from year to year subsequent to the expiration date, unless either party hereto gives written notice to the other party of a desire to alter, modify, or change this Agreement. Said notice shall be given at least sixty (60) days prior to the expiration hereof and failure to give such notice shall be regarded as renewal thereof for the following Contract year.

If either party is served with notice of a desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of _____, 2008.

ROADWAY EXPRESS, INC.

Redacted by the U.S. Department of the Treasury

By: _____

Patrick M. Sailors, Manager
Division of Labor Management

Date: 11-26-08

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

Redacted by the U.S. Department of the Treasury

By: _____

Tamara R. Rubyn
President/Business Manager

Date: 11/26/08

Redacted by the U.S. Department of the Treasury

By: _____

Kelly Gschwend/
Business Representative

Date: 11-26-08

KG/am(RDYEX08)
cwa:9415/afl-cio

Western States Office and Professional Employees Pension Fund

December 26, 2012

WS0451

WS0451
YRC FREIGHT(ROADWAY EXPRESS)-Attn! Sharon Allen-Payroll
10990 Roe Avenue
Overland Park, KS 66211

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

Dear Employer:

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

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

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

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

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

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

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

Sincerely,

WSOPE Pension Fund Administrative Office

Encl.

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

Roadway Express WS 0451
(Reno)

SIDE LETTER OF AGREEMENT

Between

YRC, Freight

And

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

A & I RECEIVED

JUL 14 2015

This Side Letter of Agreement is an extension to the Memorandum of Understanding on the Adoption of the Agreement for the Restructuring of the YRC Worldwide, Inc. Operations Companies, ratified on September 26, 2011(attached); with the exception of the following articles below:

SECTION 11. PENSION PLAN

There will be no pension rate increases for the duration of the agreement other than supplemental contributions incurred as result of the pension rehabilitation plan. If the rehabilitation plan results in a reduction of the supplemental contributions, the Company agrees to discuss wage increases with the Union.

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

The contract shall open for negotiations to discuss pension contributions each year of this agreement.

SECTION 12. HEALTH & WELFARE

Health and Welfare increases will mirror IBT increases (\$0.35/hr for August 1, 2013 and August 1, 2014). 2015 and beyond to mirror the future IBT increases. Any excess cost will be paid by the employees.

Current monthly contributions are One Thousand Six Hundred and Thirty-two dollars (\$1,632.00).

SECTION 13. WAGES

No wage increases for 3 years. Wages increases will mirror IBT annual increases after the 3 year period.

Fifteen percent (15%) wage reduction (continued from MOU)

Furlough employees for up to 40 hours per year. *(mou)*

YRC
Side Letter of Agreement
Page Two

SECTION 33. TERM OF AGREEMENT

Two year extension of the current contract, (June 1, 2013 – May 31, 2015) with the understanding that if the IBT extends their current agreement the OPEIU will mirror that extension through May 31st of the year the IBT contract runs to.

YRC, FREIGHT

Redacted by the U.S.
Department of the Treasury

By: _____
Thomas Walters
Director – Labor, West

Date: 9/3/2013

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

Redacted by the U.S. Department of the
Treasury

By: _____
Kelly Gschwend
Vice President/Business Representative

Date: 9-3-2013

KG/lm(YRC2013SLOA)
cwa:9415/al/cia

*Railway Express WS 0039
(SF)*

SIDE LETTER OF AGREEMENT**A & I RECEIVED***Between*

JUL 14 2015

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

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Current monthly contributions are One Thousand Six Hundred and Thirty-two dollars (\$1,632.00).

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Fifteen percent (15%) wage reduction (continued from MOU)

Furlough employees for up to 40 hours per year. (max)

YRC
Side Letter of Agreement
Page Two

SECTION 33. TERM OF AGREEMENT

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YRC, FREIGHT

Redacted by the U.S. Department of
the Treasury

By:

Thomas Walters
Director – Labor, West

Date:

9/3/2013

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

Redacted by the U.S. Department
of the Treasury

By:

Kelly Gschwend
Vice President/Business Representative

Date:

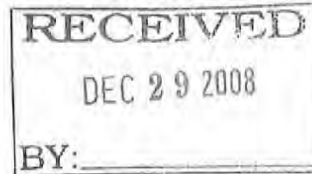
9-3-2013

KG/m(YRC2013SLOA)
cwa:9415/ufi-cio

WS-29-0451
29-8039

AGREEMENT

Between



ROADWAY EXPRESS, INC.

And

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

June 1, 2008 - May 31, 2013



SECTION 9. PART-TIME EMPLOYEES

Part-time employees shall receive not less than the rate set forth for their classification, pro-rated in proportion according to the time worked. In addition, regular part-time employees shall be entitled to all privileges enjoyed by regular full-time employees, namely, vacation, holidays, termination pay, etc., on a similar pro-rated basis.

Part-time employees may be hired for a minimum of twenty (20) hours per week and a maximum of thirty (30) hours per week. All employees working more than thirty (30) hours per week shall be guaranteed a minimum of forty (40) hours per week.

SECTION 10. REST PERIOD

Employees shall receive two (2) fifteen (15) minute rest periods each day; one (1) rest period to be taken in the morning; and one (1) rest period to be taken in the afternoon.

SECTION 11. PENSION PLAN

- A. **Bay Area:**
Effective June 1, 2008, the Employer agrees to contribute into the Western States Office and Professional Employees' Pension Fund, to the account of each eligible employee working under this Agreement, the sum of Seven Hundred Thirteen Dollars and sixty-four cents (\$713.64) (or as determined by the Western States Pension Fund.)
- B. **Reno:**
Effective June 1, 2008, the Employer agrees to contribute into the Western States Office and Professional Employees' Pension Fund, to the account of each eligible employee working under this Agreement, an additional One Dollar (\$1.00) for a total of Seven Hundred and Sixty-Three Dollars and forty-six cents (\$763.46) (or as determined by the Western States Pension Fund.)
- C. The Employer agrees to pay the following additional amounts for Office & Professional Employees Welfare Fund/Western States Office & Professional Employees Pension Fund or to an approved 401(k) plan. This will be determined by a majority vote of the membership.

Effective June 1, 2008, One Dollar (\$1.00) increase per hour.

Effective June 1, 2009, One Dollar (\$1.00) increase per hour.

Effective June 1, 2010, One Dollar (\$1.00) increase per hour.

Effective June 1, 2011, One Dollar (\$1.00) increase per hour.

Effective June 1, 2012, One Dollar (\$1.00) increase per hour.

Contributions for the remainder of the Contract will be governed by the terms of Section 12.

SECTION 33. TERM OF AGREEMENT

This Agreement shall be in full force and effect from June 1, 2008 to May 31, 2013. This Agreement shall be considered renewed from year to year subsequent to the expiration date, unless either party hereto gives written notice to the other party of a desire to alter, modify, or change this Agreement. Said notice shall be given at least sixty (60) days prior to the expiration hereof and failure to give such notice shall be regarded as renewal thereof for the following Contract year.

If either party is served with notice of a desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of _____, 2008.

ROADWAY EXPRESS, INC.

Redacted by the U.S. Department of the Treasury

By: _____

Patrick M. Sailors, Manager
Division of Labor Management

Date: 11-26-08

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

Redacted by the U.S. Department of the Treasury

By: _____

Tamara R. Rubyn
President/Business Manager

Date: 11/26/08

Redacted by the U.S. Department of the Treasury

By: _____

Kelly Gschwend/
Business Representative

Date: 11-26-08

KG/am(RDYEX08)
cwa:9415/afl-cio

Roadway Express WS 0451
(Reno)

SIDE LETTER OF AGREEMENT

Between

YRC, Freight

And

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

A & I RECEIVED

JUL 14 2015

This Side Letter of Agreement is an extension to the Memorandum of Understanding on the Adoption of the Agreement for the Restructuring of the YRC Worldwide, Inc. Operations Companies, ratified on September 26, 2011(attached); with the exception of the following articles below:

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

The contract shall open for negotiations to discuss pension contributions each year of this agreement.

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Furlough employees for up to 40 hours per year. *(MOU)*

YRC**Side Letter of Agreement****Page Two****SECTION 33. TERM OF AGREEMENT**

Two year extension of the current contract, (June 1, 2013 – May 31, 2015) with the understanding that if the IBT extends their current agreement the OPEIU will mirror that extension through May 31st of the year the IBT contract runs to.

YRC, FREIGHT

Redacted by the U.S.
Department of the Treasury

By: _____

Thomas Walters
Director – Labor, West

Date: _____

9/3/2013

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

Redacted by the U.S. Department of
the Treasury

By: _____

Kelly Gschwend
Vice President/Business Representative

Date: _____

9-3-2013

KG/lm(YRC2013SLOA)
cwa:9415/al/cia

YRC
Tentative Agreement
Page Two

SECTION 33. TERM OF AGREEMENT

Two year extension of the current contract, (June 1, 2013 – May 31, 2015) with the understanding that if the IBT extends their current agreement the OPEIU will mirror that extension through May 31st of the year the IBT contract runs to.

YRC, FREIGHT

Redacted by the U.S.
Department of the Treasury

By: _____
Thomas Walters
Director – Labor, West

Date: 5/28/13

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29

Redacted by the U.S. Department
of the Treasury

By: _____
Kelly Gschwend
Vice President/Business Representative

Date: 5-29-13

KG/m(YRC2013TAs)
cwn:9415/af-cia

AGREEMENT

WS0183

Between

**SANTA CLARA & SAN BENITO COUNTIES
BUILDING & CONSTRUCTION TRADES COUNCIL**

And

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

September 1, 2014 - August 31, 2016



ARTICLE 33. DURATION OF AGREEMENT

This Agreement, together with all provisions herein set forth, shall continue in full force and effect from September 1, 2014 until August 31, 2016, and shall continue in full force and effect thereafter from year to year unless either party has served the other party written notice of its desire to change or modify this Agreement sixty (60) days prior to the date of expiration. If notice of desire to change or modify the Agreement is given, negotiations shall be reopened in order to revise any section of the Agreement that may arise during negotiations. If no agreement on the changes or modifications is reached prior to the expiration date of this Agreement, the Agreement will automatically expire and terminate as of August 31, 2016, unless the parties mutually agree to extend the term of the Agreement pending further negotiations. Any changes agreed upon shall be incorporated into this Agreement effective as of the beginning of the year's term for which the revisions were proposed.

**SANTA CLARA & SAN BENITO COUNTIES
BUILDING & CONSTRUCTION TRADES
COUNCIL**

Redacted by the
U.S. Department of
the Treasury

By: _____

Josue' Garcia,
Chief Executive Officer

Date: _____

11/11/15

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

Redacted by the U.S. Department
of the Treasury

By: _____

Tamara R. Rubyn
President/Business Manager

Date: _____

11/23/15

Redacted by the U.S. Department
of the Treasury

By: _____

Kelly Gschwend
Vice President/Business Representative

Date: _____

11-23-15

KG/lm(BTC63914)
cwa:9415/af-cio

ARTICLE 12. PENSION PLAN

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

The Employer agrees to contribute into a Trust Fund known as Western States Office & Professional Employees Pension Fund, for the account of each eligible employee working under this Agreement, the sum of Five Dollars and twenty-five cents (\$5.25) per hour, effective September 1, 2009. To be eligible for participation in the Plan, an employee, for the purposes of this Article, shall mean: "Any employee on the payroll on the first (1st) day of the calendar month, and who works more than seventy (70) hours each succeeding and consecutive calendar month thereafter," the sum of Five Dollars and twenty-five cents (\$5.25) per hour shall be paid by the Employer effective September 1, 2009.

The employer shall continue to contribute the sum of Five Dollars and twenty-five cents (\$5.25), plus the supplemental rate.

**SANTA CLARA & SAN BENITO COUNTIES
BUILDING & CONSTRUCTION TRADES
COUNCIL**

Redacted by the U.S.
Department of the
Treasury

By: _____
Josue' Garcia
Chief Executive Officer

Date: 11/11/15

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

Redacted by the U.S. Department
of the Treasury

By: _____
Kelly Gschwend
Vice President/Business Representative

Date: 11-23-15

KG/m(BTC63914)
cwa:9415/af1-cjo

WS 0183 ✓

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

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

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

AGREEMENT TO ADOPT REHABILITATION PLAN

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

Parties: OPEIU, Local 29, the "Union; and
SANTA CLARA & SAN BENITO COUNTIES
BUILDING & CONSTRUCTION TRADES COUNCIL, the "Employer"

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

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

Effective Date: 9/1/2012

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

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

EMPLOYER APPROVAL

Redacted by the U.S. Department
of the Treasury

Signature

Title:

CEO

Date:

2/22/13

UNION APPROVAL

Redacted by the U.S.
Department of the Treasury

Signature

Title:

Vice President / Bus Rep

Date:

2/22/13

PQS/ins(RehabAdopt2012)
cwa:9415/a0-eio

AGREEMENT

Between

SACRAMENTO CENTRAL LABOR COUNCIL

And

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

November 1, 2013 – October 31, 2016



ARTICLE XIV. EMPLOYEES HOSPITALIZATION, DENTAL DRUG & MAJOR MEDICAL

The Employer agrees to pay the Plan IVa premium on each employee and dependents for the Office & Professional Employees Welfare Fund, which includes Kaiser Group and Blue Shield, \$20,000 Life Insurance, dental plan without orthodontia, vision care, accidental death and dismemberment disability. It is agreed that to be eligible for coverage an employee must have been paid for not less than seventy (70) hours in the previous calendar month. The Employer agrees to pay the entire cost of the present schedule of the Plan chosen by the employee and the employee's dependents. The Employer will pay any increases determined by the Trustees of the Fund as needed to maintain such schedule of benefits. According to the policies of the Trust it shall notify the Employer after the annual rates have been adjusted.

Any additional health and welfare benefits provided under this Plan or any new Plan shall be paid for by the employees. Eligible employees are those who have been paid not less than seventy (70) hours in the previous calendar month.

In the event the members qualify for the Retiree Health & Welfare coverage this Agreement shall be reopened for negotiations of this benefit.

The Employer further agrees that the above health and welfare benefits shall be continued for two (2) additional months for an employee on a leave due to sickness or disability.

ARTICLE XV. PENSION PLAN

The Employer agrees to contribute into a Trust Fund, known as Western States Office & Professional Employees Pension Fund, for the account of each employee working under this Agreement. If any employee under this Agreement is granted a leave of absence without pay in excess of thirty (30) days, his/her name shall be deemed to have been removed from the payroll of the Employer, and the Employer shall not be obligated to make monthly payments into the Plan for the benefits of such employee for the period of such leave.

Employer to maintain current pension contributions of Three Dollars and sixty cents (\$3.60) per hour for the duration of this Agreement.

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

ARTICLE XXI. DURATION OF AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and their seals this _____ day of _____ 20__.

SACRAMENTO CENTRAL LABOR COUNCIL

Redacted by the U.S. Department of the Treasury

By: _____

Rosalino Pedres
President

Date: _____

Redacted by the U.S. Department of the Treasury

By: _____

Margarita Maldonado
Recording Secretary

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

Redacted by the U.S. Department of the Treasury

By: _____

Tamara R. Rubyn
President/Business Manager

Date: _____

Redacted by the U.S. Department of the Treasury

By: _____

Nekisha Goodwin
Business Representative

Date: _____

lm(sacclc2013)
cwa:9415/afl-cio

(29)
WS 1157

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

FEB 05 2013

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

1. Employer Making Contributions.

Name: Sacramento Central Labor Council
Contract Person: Teresa Villasenor
Address: 2840 El Centro Road, #111
City, State & Zip: Sacramento, CA 95833
Telephone: 916-927-9772

2. Local Information.

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

3. Coverage.

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



Bargaining unit employees.



Nonbargaining unit employees described as follows:

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

- a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is available from the Trust office or from the Plan's website:
<http://www.wsp.aibpa.com>:

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

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

- b. All Employers are subject to Plan administrative rules and policies, which are available from the Plan's website or from the Trust office. Documents relating to the Plans' funding status under the Pension Protection Act and the Plan's rehabilitation plan are also available from the website or from the Trust office.
- c. Participating employers are required to distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.
- d. If an Employer provides a qualified retirement plan for employees not covered by this Plan, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.
- e. Employer agrees to make contributions at the rate now in effect under the CBA, or as subsequently amended. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.
- f. Employer agrees to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer agrees to waive the statute of limitations on Plan audits.

APPROVED BY THE PLAN ADMINISTRATOR

Redacted by the U.S.

Department of the Treasury

11 30 2012

Signature

Date

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

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

OP 29
WS 1147

RECEIVED
MAR 30 2015

**TRADE UNION OFFICE AGREEMENT
SAN JOAQUIN COUNTY**

**SAN JOAQUIN & CALAVERAS COUNTIES
ELECTRICAL JOINT APPRENTICESHIP COMMITTEE**

AND

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

November 1, 2013 - October 31, 2017



ARTICLE XIII. PAY IN LIEU OF NOTICE

- (a) Any employee of over six (6) months' continuous service who may be discharged or laid off, shall be given two (2) weeks' notice in writing or two (2) weeks' pay in lieu thereof. It shall be a reciprocal obligation and matter of good faith on the part of the employee to give two (2) weeks' notice in writing to the employing Union in case of an intended resignation. This Article shall not apply to any employee discharged for due and just cause such as dishonesty, drunkenness, immoral conduct or insubordination.
- (b) In the event an employee's services shall be terminated after six (6) months' employment, s/he shall be entitled to prorated vacation pay from the employing Union in addition to said two (2) weeks' notice.

ARTICLE XIV. HEALTH & WELFARE INSURANCE

All employees who have worked more than fifty (50) hours in the prior month or who have worked an average of more than fifty (50) hours in the prior twelve (12) months, or who worked an average of more than fifty (50) hours during months employed if the employee has been employed for less than twelve (12) months, shall be covered by health and welfare insurance under the Office & Professional Employees Welfare Fund, premium to be paid by the Employer. This plan shall include Kaiser group 328 plan or United Health Care plan, Dental without orthodontia, Vision Care, Accidental Death and Disability and Life Insurance for the employee of Twenty Thousand Dollars (\$20,000.00). The Employer agrees to pay the entire cost of the present schedule of benefits of the Plan for the employee and the employee's dependents.

All employees who were employed on a part-time basis at the time of the expiration of the previous Agreement shall have their health and welfare premiums fully paid by their Employer for the term of their employment, without consideration of qualifying hours.

In the event an office employee is covered by the individual Employer's health and welfare plan, it must be comparable to the Office & Professional Employees Welfare Fund.

ARTICLE XV. PENSION PLAN

All employees shall be covered by the Western States Pension Plan. Effective June 1, 2000, the Employer's contribution shall be \$3.15 per hour paid.

ARTICLE XVI. ADMITTANCE OF UNION REPRESENTATIVES TO OFFICE OF EMPLOYING UNION

The Union Representative of the Office & Professional Employees Union, Local 29 shall have the right to contact the employees at work with respect to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals this first (1st) day of November, 2013.

**SAN JOAQUIN & CALAVERAS
COUNTIES ELECTRICAL JOINT
APPRENTICESHIP COMMITTEE**

Redacted by the U.S. Department of
the Treasury

By: _____

David Brooks
Apprentice Coordinator

Date: _____

3/11/15

Redacted by the U.S.
Department of the Treasury

By: _____

Pete Halver
Assistant Manager
NCC-NECA

Date: _____

3/11/15

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

Redacted by the U.S. Department of the
Treasury

By: _____

Tamara R. Rubyn
President/Business Manager

Date: _____

3/16/15

Redacted by the U.S. Department of
the Treasury

By: _____

Denice L. Washington
Business Representative

Date: _____

3/16/15

DLW/lm(ewr59017)
cwa:9415/af-cio

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

FEB 14 2011

29-1147

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: San Joaquin + Calaveras County Electrical JATC
Contract Person: David Brooks / Kim Blades
Address: 1531 E / Pinal Drive
City, State & Zip: Stockton CA 95205
Telephone: 209-462-0751

2. Local Information.

Employer has a collective bargaining agreement with Local Union 29 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

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

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

4. Coverage.

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

- ☒ Bargaining unit employees as described in Attachment A.
Note: Attach a copy of collective bargaining agreement.
☐ Nonbargaining unit employees described in Attachment B (see note).

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

David Brooks
Training Director
2-9-11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Judith Zenk, Co-Chair

NOV 03 2011

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Redacted by the U.S. Department of the Treasury

Michael Parmelee, Co-Chair

NOV 03 2011

WS 1147

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

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

RECEIVED

NOV 30 2012

OPEIU 29**WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND****AGREEMENT TO ADOPT REHABILITATION PLAN**

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

Parties: OPEIU LOCAL 29, the "Union; and
San Joaquin & Calaveras Counties
Electrical Training & Educational Trust, the "Employer"

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

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

Effective Date: July 1, 2012Check applicable line: Y Rehabilitation Plan Schedule
_____ Default Rehabilitation Plan Schedule

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

EMPLOYER APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title: ChairmanDate: 11/28/12**UNION APPROVAL**Redacted by the U.S.
Department of the Treasury

Signature

Title: Vice President/Business RepDate: 11-30-2012FD-5/bn(RelateAdopt2012)
own:9415/afl-cio

RECEIVED

NOV 30 2012

OPEIU 29**SIDE LETTER OF AGREEMENT***between***OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29,
AFL-CIO, CLC***and***SAN JOAQUIN & CALAVERAS COUNTIES ELECTRICAL JOINT APPRENTICESHIP
COMMITTEE****ARTICLE XV. PENSION PLAN**

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

**SAN JOAQUIN & CALAVERAS
COUNTIES ELECTRICAL JOINT
APPRENTICESHIP COMMITTEE**Redacted by the U.S. Department
of the Treasury

By: _____

David Brooks
Apprentice Coordinator

Date: _____

11-28-2012

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29,
AFL-CIO, CLC**Redacted by the U.S. Department
of the Treasury

By: _____

Kelly Gschwend
Vice President/Business Representative

Date: _____

11-30-12

KG/lm(SanJoaquinElectricalIATC LOApension2012)
cwa:9415/af-cio

AGREEMENT

Between

**SANTA CLARA COUNTY ELECTRICAL
JOINT APPRENTICESHIP TRAINING
COMMITTEE**

And

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

September 1, 2015 - August 31, 2018



ARTICLE 12. PENSION PLAN

The Employer agrees to contribute into a Trust Fund, known as Western States Office & Professional Employees Pension Plan, for the account of each eligible employee working under this Agreement, the sum of Four Dollars and three cents (\$4.03) per hour, effective September 1, 2006. To be eligible for participation in the Plan, an employee, for the purposes of this Article shall mean: "Any employee on the payroll on the first day of the calendar month, and who works more than seventy (70) hours each succeeding and consecutive calendar month thereafter."

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

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

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

ARTICLE 13. DISCIPLINE AND DISCHARGE

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

Any employee in the service of the Employer for a period of one (1) month to six (6) months who may be discharged or laid off shall be given three (3) days' notice or pay in lieu thereof. After six (6) months and up to two (2) years' continuous employment with

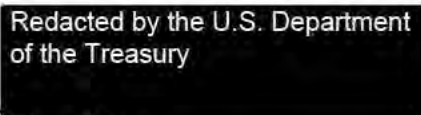
ARTICLE 32. SAVINGS CLAUSE

Nothing in this Agreement that is contrary to Employer's Local or International Constitution & By Laws shall be binding on the Employer.

ARTICLE 33. DURATION OF AGREEMENT


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

SANTA CLARA COUNTY ELECTRICAL JOINT APPRENTICESHIP AND TRAINING COMMITTEE

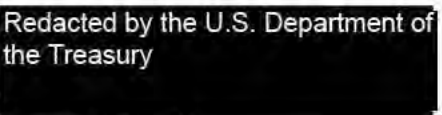
By:  _____
Chap Power
Training Director

Date: 1/4/2016

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

By:  _____
Tamara R. Rubyn
President/Business Manager

Date: 1-11-16

By:  _____
Terry Keller/
Business Representative

Date: 1-11-16

TK/lm(EWR19815)
cwa:9415/afl-cio

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

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

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

AGREEMENT TO ADOPT REHABILITATION PLAN

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

Parties: OPEIU 29 the "Union; and
Santa Clara County Electrical JATC the "Employer"

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

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

Effective Date:

Sept 1, 2012

Check applicable line:

☒ Rehabilitation Plan Schedule

☐ Default Rehabilitation Plan Schedule

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

EMPLOYER APPROVAL

Redacted by the U.S.
Department of the

Signature

Title: Training Director

Date: 11/27/2012

POF-In(Rehab/Adopt(2012))
encl:9412/0/Rehab

UNION APPROVAL

Redacted by the U.S.
Department of the Treasury

Signature

Title: Business Representative

Date: 11/29/12

FEB 21 2013

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

29-1127

**Employer
Participation Agreement** MAR 04 2011

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

1. Employer Information.

Name: SANTA CLARA ELECTRICAL JATC
Contract Person: DANIEL ROMERO
Address: 908 BERN CT
City, State & Zip: SAN JOSE CA 95112
Telephone: (408) 453-1022

2. Local Information.

Employer has a collective bargaining agreement with Local Union 29 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a (insert form of business): NON PROFIT TRUST.

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): SANTA CLARA COUNTY ELECTRICAL JATC

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

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

4 employees covered by the collective bargaining agreement; and

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

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

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

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

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

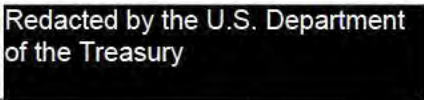
b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based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

MAR 04 2011

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: 
Print Name: DANIEL ROMERO
Title: TRAINING DIRECTOR
Date Signed: 3-1-11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

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

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



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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MASTER TRADE SECTION

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

FOR THE PERIOD OF

APRIL 1, 2016 THROUGH MARCH 31, 2019

ARTICLE 15

PENSIONS

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

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

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

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

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

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

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

ARTICLE 22

TERMINATION AND RENEWAL

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

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

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

Redacted by the U.S. Department of the Treasury

By

Suzanne Mode
Business Manager

Redacted by the U.S. Department of the Treasury

By

David Ciprut, REBOUND
Bargaining Committee

Redacted by the U.S. Department of the Treasury

By

Fred Hutchins, IBEW Local 77
Bargaining Committee

Redacted by the U.S. Department of the Treasury

By

Traci Miller, Heat & Frost Insulators Local 7
Bargaining Committee

Redacted by the U.S. Department of the Treasury

By

Carol O'Neill, Sprinkler Fitters Local 699
Bargaining Committee

Redacted by the U.S. Department of the Treasury

By

Tyler Walser, IBEW Local 77
Bargaining Committee

FOR THE MASTER TRADE SECTION

Redacted by the U.S. Department of the Treasury

By

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

By

Employer

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

**Employer
Participation
Agreement**

WS 8108

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

1. Employer Information.

Name: Seattle Area Pipe Trades
Contract Person: Nancy Fenoy
Address: 544 Monst Rd SW Seattle
City, State & Zip: Benton, WA 98007
Telephone: (425) 271-5900

MAR 6 2019

MAR 6 2019

2. Local Information.

Employer has a collective bargaining agreement with Local Union 6 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a (insert form of business): Apprenticeship School

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): Seattle Area Plumbing & Pipefitting Industry Journeymen & Apprentice Training Committee

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

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

4 employees covered by the collective bargaining agreement; and 18

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

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

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

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

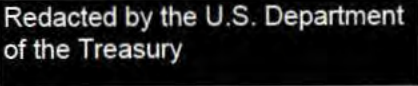
a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

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

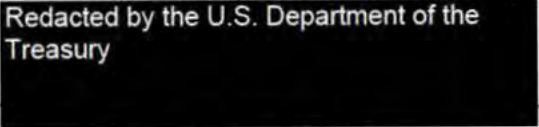
- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

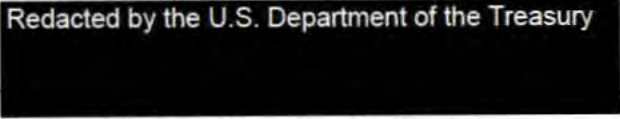
APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: 
Print Name: Jeff Zielinski
Title: Training Coordinator
Date Signed: February 21, 2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

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

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

MAR 02 2011

OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

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

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

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

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

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

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

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

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 8

Redacted by the U.S. Department of the
Treasury

By _____
Suzanne Mode
Business Manager

FOR THE TRADE SECTION EMPLOYERS

Redacted by the U.S.
Department of the Treasury

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

Trade Section Employers Participating in Western States Pension Fund

2016

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

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

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

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

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

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

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

#8181

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

#8253

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

#8109

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

#8101

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

#8255

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

#775

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

#8235

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

#8162

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

#8138

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

#8127
- 17) REBOUND
2800 First Avenue, Room 216
Seattle, WA 98121

#8241
- 18) SEATTLE AREA PLUMBING AND PIPEFITTING APPRENTICESHIP AND JOURNEYMEN TRAINING TRUST
595 Monster Rd. SW #100
Renton, WA 98057

#8108
- 19) SEATTLE BUILDING AND CONSTRUCTION TRADES COUNCIL
14675 Interurban Ave. S, Suite 101
Tukwila, WA 98168

#8154
- 20) SPRINKLER FITTERS AND APPRENTICES LOCAL NO. 699
2800 First Avenue #111
Seattle, WA 98121

#8118
- 21) STREET PAVERS, SEWER, WATERMAIN AND TUNNEL WORKERS UNION LOCAL NO. 440
565 13th Avenue
Seattle, WA 98122

#8164
- 22) CEMENT MASONS & PLASTERERS TRAINING CENTERS
(formerly WESTERN WA CEMENT MASONS JATC & ADVANCED TRAINING)
6737 Corson Avenue S
Seattle, WA 98108

#8226
- 23) WASHINGTON STATE LABOR COUNCIL
314 First Ave. W
Seattle, WA 98119

#8126



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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MASTER TRADE SECTION

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

FOR THE PERIOD OF

APRIL 1, 2016 THROUGH MARCH 31, 2019

ARTICLE 15

PENSIONS

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

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

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

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

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

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

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

ARTICLE 22

TERMINATION AND RENEWAL

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

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

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

Redacted by the U.S. Department of the Treasury

By

Suzanne Mode
Business Manager

Redacted by the U.S. Department of the Treasury

By

David Ciprut, REBOUND
Bargaining Committee

Redacted by the U.S. Department of the Treasury

By

Fred Hutchins, IBEW Local 77
Bargaining Committee

Redacted by the U.S. Department of the Treasury

By

Traci Miller, Heat & Frost Insulators Local 7
Bargaining Committee

Redacted by the U.S. Department of the Treasury

By

Carol O'Neill, Sprinkler Fitters Local 699
Bargaining Committee

Redacted by the U.S. Department of the Treasury

By

Tyler Walser, IBEW Local 77
Bargaining Committee

FOR THE MASTER TRADE SECTION

Redacted by the U.S. Department of the Treasury

By

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

By

Employer

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

FEB 14 2011

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: Seattle Bldg Trades Council
Contract Person: Lee Newgent
Address: P.O. Box 80327
City, State & Zip: Seattle WA 98108
Telephone: 206 441 0550

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a (insert form of business): 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): Seattle Bldg + Const. Trades Council

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

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

1 employees covered by the collective bargaining agreement; and

 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:

Lee Newgent

Title:

Executive Secretary

Date Signed:

2/9/2011

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

OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

8-8138

Piledrivers
2396

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

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

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

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

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

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

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

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 8

Redacted by the U.S. Department of the Treasury

By _____
Suzanne Mode
Business Manager

FOR THE TRADE SECTION EMPLOYERS

Redacted by the U.S.
Department of the Treasury

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

Trade Section Employers Participating in Western States Pension Fund

2016

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

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

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

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

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

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

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

#8181

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

#8253
- 9) INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 46
19802 62nd Avenue S, Suite 105
Kent, WA 98032

#8109
- 10) INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 89
P.O. Box 3219
Arlington, WA 98223

#8101
- 11) LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
12201 Tukwila Int'l Blvd. #140
Seattle, WA 98168

#8255
- 12) MARTIN LUTHER KING JR. COUNTY LABOR COUNCIL
2800 First Avenue #206
Seattle, WA 98121

#775
- 13) INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION LOCAL NO. 52
2414 SW Andover St. #F-100
Seattle, WA 98106

#8235
- 14) PACIFIC NW IRONWORKERS AND EMPLOYERS & TRAINING APPRENTICESHIP COMMITTEE
4550 South 134th Pl #101
Tukwila, WA 98168

#8162
- 15) PILEDRIVERS LOCAL NO. 196 (formally Local No. 2396)
4695 Pacific Highway East
Fife, WA. 98424

#8138

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

#8127
- 17) REBOUND
2800 First Avenue, Room 216
Seattle, WA 98121

#8241
- 18) SEATTLE AREA PLUMBING AND PIPEFITTING APPRENTICESHIP AND JOURNEYMEN TRAINING TRUST
595 Monster Rd. SW #100
Renton, WA 98057

#8108
- 19) SEATTLE BUILDING AND CONSTRUCTION TRADES COUNCIL
14675 Interurban Ave. S, Suite 101
Tukwila, WA 98168

#8154
- 20) SPRINKLER FITTERS AND APPRENTICES LOCAL NO. 699
2800 First Avenue #111
Seattle, WA 98121

#8118
- 21) STREET PAVERS, SEWER, WATERMAIN AND TUNNEL WORKERS UNION LOCAL NO. 440
565 13th Avenue
Seattle, WA 98122

#8164
- 22) CEMENT MASONS & PLASTERERS TRAINING CENTERS
(formerly WESTERN WA CEMENT MASONS JATC & ADVANCED TRAINING)
6737 Corson Avenue S
Seattle, WA 98108

#8226
- 23) WASHINGTON STATE LABOR COUNCIL
314 First Ave. W
Seattle, WA 98119

#8126



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

WS8273

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SEATTLE LABOR TEMPLE ASSOCIATION

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

FOR THE PERIOD OF

APRIL 1, 2016 THROUGH MARCH 31, 2019

ARTICLE 15

PENSIONS

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

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

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

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

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

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

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

ARTICLE 22

TERMINATION AND RENEWAL

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

EXECUTED at Seattle, Washington this 20th day of July 2016.

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

Redacted by the U.S. Department of the
Treasury

By

Suzanne Mode
Business Manager

SEATTLE LABOR TEMPLE ASSOCIATION

Redacted by the U.S. Department of the
Treasury

By

Erik Van Rossum
SLTA Secretary-Treasurer

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

FEB 28 2011

8-8273

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: SEATTLE LABOR TEMPLE ASSOCIATION
Contract Person: JOHN MASTELJOHN
Address: 2800 FIRST AVE. ROOM 140
City, State & Zip: SEATTLE, WA 98121
Telephone: 206-441-7582

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

- ☒ Bargaining unit employees as described in Attachment A.
Note: Attach a copy of collective bargaining agreement.
☐ Nonbargaining unit employees described in Attachment B (see note).

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

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

FEB 28 2011

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Redacted by the U.S. Department of the Treasury

Print Name:

JOHN MASTERJOHN

Redacted by the U.S.
Department of the Treasury

Title:

BUILDING MANAGER

Signed:

2-22-11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE:

Redacted by the U.S. Department of the Treasury

Print Name:

Judith Zenk, Co-Chair

Date Signed:

NOV 03 2011

CO-CHAIR SIGNATURE:

Redacted by the U.S. Department of the Treasury

Print Name:

Michael Parmelee, Co-Chair

Date Signed:

NOV 03 2011

AGREEMENT BETWEEN
UTAH BUILDING TRADE EMPLOYERS MASTER
AND THE
OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL LOCAL UNION 11

THIS AGREEMENT made and entered into this 1st day of **October, 2015**, by and between, Employers listed on the signature page. Party of the First Part, hereinafter referred to as the "Employer", and OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11 an affiliate of the AFL-CIO, Party of the Second Part, hereinafter referred to as the "Union."

ARTICLE I.
EMPLOYMENT OF UNION MEMBERS

A. When filling vacancies covered under this Agreement the Employer shall contact Local 11 to place an order for an employee in a classification of employment as set forth in Schedule "A" of this Agreement. Local 11 shall provide a list of qualified applicants within forty-eight (48) hours of the request. If the Employer feels none of the applicants are suitable, they will submit reasons for rejection to Local 11 before using alternative methods for recruitment. Any employee, after successful completion of a probation period not to exceed sixty (60) days is entitled to all rights and protections covered under this Agreement. During the duration of this Agreement all work normally designated and performed by Bargaining Unit Employees shall continue to be performed by Bargaining Unit Employees.

B. the Employer agrees that the modernization or upgrading of the workplace by the addition of electric or electronic data or word processing equipment, in no way redefines the definition of covered work.

ARTICLE II.
TERMINATION

A. The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension, shall give at least one (1) verbal and one (1) written warning notice of the complaint to the employee, and notify the Union. The warning notice shall remain in effect for a period of no longer than twelve (12) months from the issue date. At that time the warning notice shall be removed and destroyed. If a warning notice is to be protested by the employee such protest will be referred to the grievance procedure for resolution. The Employer shall retain the right to immediate discharge for egregious acts.

B. After one (1) year continuous service, employees who may be laid off shall be given two (2)

remaining cost to be paid by the employee. When a regular part-time employee is employed by more than one Employer, the Employers shall prorate the health and welfare payment on the actual number of combined hours worked for each Employer. The Employers shall agree on a mutually acceptable health and welfare plan and contribute jointly to the benefit of the employee to that plan. In any event employees shall not be required to pay more than twenty-five (25) percent of their health & welfare insurance.

C. All employees may follow the drug testing policy of the Employers office.

ARTICLE XII. PENSION FUND

Effective October 1, 2015 the Employer agrees to contribute to a pension plan for each employee working under this agreement for each compensable hour; either the Western States Pension Plan or to the Employer's Union Administrated Pension Plan; participation in either plan will be at the option of the Employer.

ARTICLE XIII. 401 K RETIREMENT FUND

Effective October 1, 2015 the Employer agrees to contribute to the 401K Retirement Fund of the Western States 401K Retirement fund a contribution rate of \$1.25 for each employee working under this agreement for each compensable hour; or into the Employer's Union Administered 401K /Annuity Plan, participation in either plan will be at the option of the Employer.

ARTICLE XIV JURY DUTY

After one year's employment, employees who are called for service on a Superior Court or Federal District Court jury shall be excused from work for the days on which they serve up to a limit of ten (10) days, and shall be paid the difference between the fee they receive for such services and the amount of straight time earnings lost for such service. In order to be eligible an employee may be required to provide proof of the date and time served and the amount of jury pay.

ARTICLE XV. SENIORITY

In laying off, rehiring, or promotion the principle of seniority shall apply when ability and qualifications are equal; the most senior employee shall be given first consideration in retaining, promotion and recall. An employee covered by this Agreement shall not suffer a loss of seniority due to a temporary disability, injury or illness.

**ARTICLE XVI.
LABOR/MANAGEMENT RELATIONS**

There shall be formed a Labor/Management Committee whose purpose will be to foster labor relations harmony and to improve the communication between the parties to this Agreement. The Committee shall meet on an as-need basis, but not less than once every six (6) months. The Committee shall be comprised of an equal number of labor and management representatives.

**ARTICLE XVII.
SAVINGS CLAUSE**

Any provision of the Agreement found to be invalid by any competent court or governmental agency shall not affect the remaining provisions of this Agreement.

**ARTICLE XVIII.
DURATION OF AGREEMENT**

This Agreement shall take effect on **October 1, 2015** and shall remain in full force and effect through **September 30, 2017**, and unless written notice be given by either party, at least sixty (60) days but not more than one hundred and twenty (120) days prior to such date, of a desire to change, modify, amend or terminate this agreement, it shall continue in full force and effect an additional year thereafter.

The Employers, signatory below, accept the terms and conditions of the Utah Building Trades Employers Master Agreement by and between the Office & Professional Employees International Union, Local 11 and the signatory Employers effective **October 1, 2015 through September 30, 2017**.

AS AGREED THIS 1ST DAY OF OCTOBER, 2015.

**UTAH BUILDING TRADES
EMPLOYERS MASTER**

Redacted by the U.S. Department
of the Treasury

Michael L. McDonald
Secretary-Treasurer
Utah Building & Construction
Trades Council

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

Redacted by the U.S. Department of the
Treasury

Michael L. Richards
Executive Secretary-Treasurer
Office and Professional Employees
Local Union 11,

Redacted by the U.S. Department of the
Treasury

Marilee Albretsen, Steward
Office & Professional Employees
Local Union 11

**SIGNATORY EMPLOYERS OF THE UTAH BUILDING TRADES
EMPLOYERS MASTER AGREEMENT**

Redacted by the U.S. Department of the
Treasury

Michael L. McDonald, Business Manager/FST
Iron Workers Local 27

Redacted by the U.S. Department of
the Treasury

John Wadlow, Business Manager/FST
UA Local 140

Redacted by the U.S. Department of the
Treasury

Russell Lamoreaux, Business Manager/FST
IBEW Local Union 354

Carl Brailsford, Training Director
IBEW Local Union 354

Joint Apprenticeship & Training

Redacted by the U.S. Department of
the Treasury

Robert J. North, Training Director
Iron Workers Joint Apprenticeship
& Training

Redacted by the U.S. Department of the Treasury

Tony Erickson, Business Manager/FST
Sheet Metal Workers, Local Union 312

Redacted by the U.S. Department of the Treasury

Tony Erickson, Business Manager/FST
Sheet Metal Workers Joint Apprenticeship
& Training

Redacted by the U.S. Department of the
Treasury

Dale Cox, President /
AFL-CIO

MEMORANDUM OF UNDERSTANDING
between
UTAH BUILDING TRADE EMPLOYERS MASTER
and the
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

This Memorandum of Understanding is entered into between the Utah Building Trade Employers Master and the Office & Professional Employees International Union, Local 11 and specifically shall be in accordance with Article 12.A.1 Pension Fund within the Collective Bargaining Agreement.

It is mutually agreed by all parties that and effective October 1, 2010 the Employer agrees to continue a contribution of four dollars and seventy cents (\$4.70) and in addition the surcharge amount listed in the Supplemental Contribution Schedule, per compensable hour, on behalf of each employee into the Western States Office & Professional Employees Pension Fund.

Be it further agreed that should there be any changes to the Supplemental Contribution Schedule the Employer shall adopt the newest schedule presented by the Trustees of the Western States Office & Professional Employees Pension Fund. Should the Western States Office & Professional Employees Pension Fund release the Employer from the obligation to pay according to the Supplemental Contribution Schedule, then the minimum pension contribution amount of four dollars and seventy cents (\$4.70) per compensable hour shall be in full force and effect.

This Memorandum of Understanding shall be pursuant to the terms and conditions of Article 10 Grievance Procedure to the Collective Bargaining Agreement should there be any dispute regarding the interpretation and/or application.

Agreed to on this ____ of April 2011.

Redacted by the U.S. Department of the Treasury

Mike McDonald/Secretary-Treasurer
Utah Building Trade Employers Master

Redacted by the U.S. Department of the Treasury

Larry Face/President
Utah Building Trade Employers Master

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

Marilee Allretson/Shop Steward
OPEIU Local 11

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

FEB 28 2011

**Employer
Participation
Agreement**

11-3882

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

1. Employer Information.

Name: UTAH AFK-CIO
Contract Person: JAMES R. Judd
Address: 2261 So Rod Ward Rd #M
City, State & Zip: West Valley City - UT 84119
Telephone: 801-972-2791

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. ~~AFK-CIO~~ OPEIU

3. Participation.

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

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

4. Coverage.

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

- ☒ Bargaining unit employees as described in Attachment A.
Note: Attach a copy of collective bargaining agreement.
☐ Nonbargaining unit employees described in Attachment B (see note).

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

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

FEB 28 2011

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

EMPLOYER PARTICIPATION AGREEMENT

ATTACHMENT B: NONBARGAINING UNIT EMPLOYEES

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

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

Classification: _____

Total number of employees not covered by a CBA: 0

Total number of employees in the classification: _____

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

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

4. Contribution rate for nonbargaining unit employees: _____

Redacted by the U.S. Department of
the Treasury

EMPLOYER SIGNATURE: _____

Print Name:

JAMES R. Judd

Title:

President

Date:

2-23-11

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

- 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: _____
Title: _____
Date Signed: _____

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

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

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

FFB 2.8 2011

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

OPEIU LOCAL 11

APR 13 2016

RECEIVED

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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