

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. EDUCATION

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

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

ARTICLE 17. NON-DISCRIMINATION

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

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

ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31st day of March 2016:

UNITED LABOR UNION ASSOCIATION

Redacted by the U.S. Department of the
Treasury

Gary Young/Business Manager IBEW Local 48
ULUA - President

Redacted by the U.S.
Department of the
Treasury

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

Redacted by the U.S. Department
of the Treasury

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

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the Treasury

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

MMC/dmt
opeiu1 /aff-cio

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the
Treasury

Maureen Colvin /Union Representative
OPEIU Local 11

Redacted by the U.S. Department of the
Treasury

Donna Allen/Member
OPEIU Local 11

Redacted by the U.S. Department of
the Treasury

Laura Robbins/Member
OPEIU Local 11

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. NON-DISCRIMINATION

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

MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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

SIGNED this 30th SEPTEMBER day of August 2010.

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

Maureen Bower/Union Representative
OPEIU Local 11

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

Sharon Allen/Member
Local 11

Redacted by the U.S. Department of the Treasury

Madelyn Elder/President CWA Local 7901
ULUA-Negotiating Team

Redacted by the U.S. Department of the Treasury

Laura Gustafson/Member
Local 11

Redacted by the U.S. Department of the Treasury

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

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

11-2900

**Employer
Participation
Agreement**

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

FEB 25 2011

1. Employer Information.

Name: Sheet Metal Workers Local 16
Contract Person: Ken Phillips
Address: 2379 NE 178th
City, State & Zip: Portland, Or.
Telephone: 503-254-0123

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*): _____.

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

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

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

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

_____ 2 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

FEB 25 2011

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Redacted by the U.S. Department of the Treasury

Print Name:

LEND PHILLIPS

Title:

BUSINESS MANAGER / FST

Date Signed:

2/23/11

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 Albretson/Shop Steward
OPEIU Local 11

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2011 UTMA WSP

**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: _____
Date Signed: _____

Redacted by the U.S. Department of the Treasury

Judith Zenk, Co-Chair

NOV 16 2011

CO-CHAIR SIGNATURE: _____
Print Name: _____
Date Signed: _____

Redacted by the U.S. Department of the Treasury

Michael Parmelee, Co-Chair

NOV 16 2011

FFB 2.8 2011

~~105~~ ~~106~~ A & I RECEIVED

AUG 25 2015

COLLECTIVE BARGAINING AGREEMENT

between

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

WS 0634

and

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

WS 0635

and

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



September 1, 2013 through August 31, 2016

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

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

ARTICLE XXIII - PENSIONS

Section 1. Employer agrees to contribute to the Western States Office and Professional Employees Pension Trust Fund a contribution on behalf of each employee in the amount of THREE DOLLARS (\$3.00) per hour. The Employer contribution, as provided herein, shall be made on eligible employees, on the effective date, except for employees serving their ninety (90) day probationary period. The contribution for probationary employees shall start on the first of the month following their ninety (90) day probationary period.

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

Section 3. Regular part-time employees who work over seventy (70) hours per month shall be covered by the provisions of this Article.

Section 4. The Employer and the employees agree to be bound by the terms and provisions of the Trust Agreement and amendments thereto of the Western States Office and Professional Employees Pension Trust Fund. The Employer adopts the updated Rehabilitation Plan dated January 1, 2010 for the term of the Agreement.

Section 5. The Employer shall contribute on behalf of each employee the rates set forth in Exhibit A, per hour, to the Sheet Metal Workers' Local Union No. 359 401(k) Plan in the manner presently established (Sheet Metal Workers' National Supplemental Savings Plan) and in the manner as may be changed from time to time by the Sheet Metal Workers' Trustees of the 401(k) Plan. Contributions shall be paid at the time designated by the Trustees of the Plan. The Employer shall match the employee's "voluntary contribution" to a maximum of One Dollar and Fifteen Cents (\$1.15) per hour.

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

ARTICLE XXIV - UNION SHOP CARD

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

ARTICLE XXV - SEVERABILITY

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

ARTICLE XXVI - MANAGEMENT RIGHTS CLAUSE

Section 1.

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

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

ARTICLE XXVII - DURATION

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

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

APPROVED BY EMPLOYER NEGOTIATING COMMITTEE:

Redacted by the U.S. Department of the Treasury

Dion C. Abril, Business Manager

Redacted by the U.S. Department of the Treasury

George J. Saplen, Apprentice Coordinator

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 30

Redacted by the U.S. Department of the Treasury

Walter Allen, Jr., Executive Director/CFO

Redacted by the U.S. Department of the Treasury

Mark Bailey, Business Agent



MB:jdc

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

**Employer
Participation
Agreement**

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

FEB 25 2011

1. Employer Information.

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

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

AGREEMENT

Between

SOUTH BAY CENTRAL LABOR COUNCIL

And

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

September 1, 2015 – August 31, 2018



ARTICLE 11. CLASSIFICATIONS AND MINIMUM WAGE SCALES-continued

CLASSIFICATION	9/1/2015 2%	9/1/2016 2%	9/1/2017 2%
OFFICE COORDINATOR/ADMINISTRATOR	\$26.31	\$26.84	\$27.38
One who represents the Employer in managing and maintaining the office functions and who may make recommendations to the Employer pertaining to discipline, employment and termination of office employees. Wage rate shall be at least ten percent (10%) above the highest other classification provided for in this Agreement.			

New employees who have had previous experience in a Trade Union office shall be credited with such experience and shall be placed in the wage schedule in accordance with such credit. New employees who have had previous comparable experience in offices other than Trade Union offices shall be credited with such experience up to a maximum of twenty-one (21) months.

The Union may, with reasonable notice, change the allocation between the Wages and Pension Funds, upon written notification to the Union from the bargaining unit members.

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

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

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

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

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

ARTICLE 12. PENSION PLAN

The Employer agrees to contribute an additional eleven cents (\$.11) into Pension Trust Fund, known as Western States Office & Professional Employees Pension Fund, for the account of each eligible employee working under this Agreement, the sum of Three Dollars and twenty four cents (\$3.24) per hour, effective September 1, 2012. 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 Three Dollars and twenty four cents (\$3.24) per hour shall be paid by the Employer effective September 1, 2012.

ARTICLE 30. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on any and all successors and assigns of the Employer, whether by sales, transfer, merger, acquisition, consolidation or otherwise. The Employer shall make it a condition of transfer that the successor shall be bound by the terms of this Agreement.

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. It is understood that the parties hereto shall not use any sale, transfer, lease, assignment, receivership or bankruptcy to evade the terms of this Agreement.

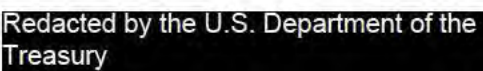
ARTICLE 31. SAVINGS CLAUSE

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

ARTICLE 32. 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.

SOUTH BAY CENTRAL LABOR COUNCIL

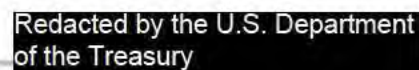

By: 
Ben Field
Executive Officer

Date: 10/2/15

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29


By: 
Tamara R. Rubyn
President/Business Manager

Date: 10/2/15


By: 
Terry Keller
Business Representative

Date: 10-7-15

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

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

WS0933

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
South Bay Labor 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:

9/1/12

Check applicable line:

☒

Rehabilitation Plan Schedule

☐

Default Rehabilitation Plan Schedule

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

EMPLOYER APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title: Executive OfficerDate: 1/23/13**UNION APPROVAL**

Redacted by the U.S. Department of the Treasury

Signature

Title: Business RepresentativeDate: 1/25/13PGS/Int(RehabAdopt2012)
cwa2415/11-clc

FEB 21 2013

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

**Employer
Participation
Agreement**

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

A & I RECEIVED

AUG 17 2011

1. Employer Information.

Name: South Bay AFL-CIO Labor Council
Contract Person: Janice Ferris
Address: 2102 Almaden Rd, Suite 107
City, State & Zip: San Jose, CA 95125
Telephone: (408) 266-3790

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 501(c)5

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): South Bay AFL-CIO Labor Council.

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

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

1 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Redacted by the U.S. Department of the Treasury

Print Name:

Janice Ferris

Title:

Accounting Manager

Date Signed:

2/15/2011

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:

OCT 26 2011

CO-CHAIR SIGNATURE:

Redacted by the U.S. Department of the Treasury

Print Name:

Michael Parmelee, Co-Chair

Date Signed:

OCT 26 2011



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**

8-8118
MAR 09 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: Sprinkler Filters Local 699
Contract Person: Denise Thom
Address: 2800 1st Ave. Rm. 111
City, State & Zip: Seattle, WA 98121
Telephone: (206) 441-0737

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a (insert form of business): labor union.

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): Sprinkler Fitter Local 699.

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

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

2 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Redacted by the U.S. Department of the Treasury

Print Name:

Michael K. Dahl

Title:

Business Mgr/ Financial Sect'y

Date Signed:

3/9/2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE:

Redacted by the U.S. Department of the Treasury

Print Name:

Judith Zenk, Co-Chair

Date Signed:

NOV 03 2011

CO-CHAIR SIGNATURE:

Redacted by the U.S. Department of the Treasury

Print Name:

Michael Parmelee, Co-Chair

Date Signed:

NOV 03 2011

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

WS 0296

A & I RECEIVED

JUL 28 2015

COLLECTIVE BARGAINING AGREEMENT

by and between

OFFICE AND PROFESSIONAL EMPLOYEES

INTERNATIONAL UNION LOCAL #30, AFL/CIO

and

**SOUTHWEST REGIONAL COUNCIL OF CARPENTERS
COLORADO OFFICES**

February 1, 2014
to and including
January 31, 2017

time, round trip coach air fare, and if required to remain overnight, twenty five dollars (\$25.00) per diem and hotel accommodations. If public transportation is impractical, travel in a personal automobile will be paid at the rate of the maximum amount recognized by the Internal Revenue Service per mile for trips not exceeding 300 miles.

- 17.8 The provision of Article 4 Overtime shall apply to this section except that travel time shall not be considered for the purpose of computing overtime.
- 17.9 Any office employee hired, who first reports to work and is not put to work, shall receive two (2) hours of show up pay. If they perform any work up to three and one-half (3 1/2) hours, they shall be paid for three and one-half (3 1/2) hours, and if they work beyond three and one-half (3 1/2) hours, they shall be paid for the actual hours worked.
- 17.10 Any employee who is required by the Employer during the course of employment to do errands which requires the use of the employee's motor vehicle shall be compensated for mileage at the rate of the maximum amount recognized by the Internal Revenue Service per mile driven during the course of employment.
- 17.11 The cost of any bonds or notaries commission required of office employees who are covered by this Agreement shall be paid for by the Employer.
- 17.12 Holidays and periods of vacation outlined in this Agreement and periods of paid personal leave shall be considered time worked in this Agreement.

ARTICLE 18- PENSION

- 18.1 The Employer agrees to contribute to the Western States Office and Professional Employees Pension Fund, a contribution on behalf of each eligible employee in the amount of one dollar and seventy cents (\$1.70) for all hours paid.
- 18.2 The Employer contribution, as provided herein, shall be made on eligible employees on the effective date, except for employees serving their sixty (60) day probationary period. The contributions for probationary employees shall start on the first of the month following the sixty (60) day probationary period.
- 18.3 The employees may at their option choose to put all or any portion of the yearly increase into the Western States Pension Fund.
- 18.4 The Employer agrees to adopt the Updated Rehabilitation Plan adopted by the Trustees of the Western States Office and Professional Employees Pension Fund on March 10, 2010 and to contribute on behalf of each employee the contribution amount listed in the Updated Supplemental Contribution Schedule, a copy of which is attached hereto. If the Western States Office and Professional Employees Pension Fund releases the Employer from the obligation to pay according to the Updated Supplemental Contribution Schedule, then the pension contribution shall be the amount set forth in Article 18.1.
- 18.5 The Employer agrees to allow the employees to participate in the Office and Professional Employees International Union Local #30 Savings Plan and Trust (401k). The Employer

ARTICLE 27- TERM OF AGREEMENT

27.1 This Agreement shall be in full force and effect from the first day of February, 2014 to and including the thirty-first day of January, 2017 and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

- a) If either party elects to terminate the Agreement, such party shall on a date not less than sixty (60) days, nor more than ninety (90) days prior to the expiration date of the Agreement give written notice to the other party of intention to terminate and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
- b) If either party elects to change any of the provisions of the Agreement, such party shall on a date not less than sixty (60) days, nor more than ninety (90) days prior to the expiration date of the agreement give written notice to the other party.
- c) If either party is served with notices of desires to change or modify this Agreement, negotiations must commence within forty five (45) days of such notice which may be extended by mutual agreement.

The parties named below have signed their names and affixed the signature of their authorized representative.

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

Redacted by the U.S.
Department of the
Treasury

By: _____

Title: EXSC Dir

Date: _____

**SOUTHWEST REGIONAL
COUNCIL OF CARPENTERS**

Redacted by the U.S. Department
of the Treasury

By: _____

Title: Contract Administrator

Date: _____

WS 0296
5FIRST AMENDMENT TO
COLLECTIVE BARGAINING AGREEMENT

by and between

JUL 23 2010

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL #5, AFL/CIOCARPENTERS DISTRICT COUNCIL OF
KANSAS CITY AND VICINITY DENVER OFFICE

This First Amendment to Collective Bargaining Agreement is entered into effective February 1, 2010, by and between the Office and Professional Employees International Union Local #5, AFL/CIO (Union) and Carpenters District Council of Kansas City and Vicinity Denver Office (Employer).

WHEREAS, the Employer and Union are currently parties to a Collective Bargaining Agreement which had an initial term of February 1, 2009 through January 31, 2010; and

WHEREAS, the Western States Office of Professional Employees Pension Fund adopted a Rehabilitation Plan on October 16, 2009 and an Updated Rehabilitation Plan on March 19, 2010; and

WHEREAS, the Employer and Union desire to modify the Collective Bargaining Agreement to adopt the Updated Rehabilitation Plan.

NOW THEREFORE, the Employer and Union agree as follows:

Effective February 1, 2010, the Employer agrees to adopt the Updated Rehabilitation Plan adopted by the Trustees of the Western States Office and Professional Employees Pension Fund on March 19, 2010 and to contribute on behalf of each employee the contribution amount listed in the Updated Supplemental Contribution Schedule, a copy of which is attached hereto. If the Western States Office and Professional Employees Pension Fund releases the Employer from the obligation to pay according to the Updated Supplemental Contribution Schedule, then the pension contribution shall be the amount set forth in Article 17.

In all other respects, the Collective Bargaining Agreement remains unchanged.

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL #5Redacted by the U.S. Department of
the Treasury

By: _____

Title: Business RepresentativeDate: 7-23-10CARPENTERS' DISTRICT COUNCIL
OF KANSAS CITY AND VICINITYRedacted by the U.S. Department of the
Treasury

By: _____

Title: ESRDate: 6-21-10

WS 1074

A&I RECEIVED

AUG 10 2015

AGREEMENT

THIS AGREEMENT is made and entered into at Tacoma, Washington, this 1st day of May, 2015, by and between **SOUTHWEST WASHINGTON ELECTRICAL J.A.T.C.**, hereinafter referred to as the Employer, and the **OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 23**, hereinafter referred to as the Union, for the purpose of fixing the wage scale, schedule of hours, and general rules and regulations between the Employer and the Union, and to clearly define mutual obligations between the parties hereto.

ARTICLE 1 - RECOGNITION OF THE UNION

Sec. 1. The Employer agrees to recognize the Union as the sole collective bargaining agency for all employees covered by this Agreement.

Sec. 2. This Agreement shall not apply to any elected or appointed officer of the Employer whose duties in accordance with their Constitution and By-Laws require work of a clerical nature.

ARTICLE 2 - GENERAL

Sec. 1. The Employer agrees that employees shall, as a condition of continued employment, become and remain members of the Union on and after thirty (30) days following the date of employment or date of Agreement whichever is later. The Employer agrees to retain in employment only persons who maintain membership in continuous good standing with the Union.

Sec. 2. It shall not be considered a violation of this Agreement for the employee to refuse to pass a bona fide picket line established by any AFL-CIO union, provided such picket line has been approved by the appropriate Central Labor Council.

Sec. 3. It shall not be considered a violation of this Agreement for the employees to refuse to perform work detoured to their office from a firm which has been placed on the "Unfair List" of any Central labor Council affiliated with the AFL-CIO.

Sec. 4. The Business Representative of the Union shall have the privilege of conferring with the employee during working hours (for a reasonable period of time) for the purpose of investigating the working conditions existing in the office and for the purpose of ascertaining whether the provisions of the agreement are in full compliance.

ARTICLE 3 - HIRING

Sec. 1. In employing new workers or replacing workers the Employer will place an order with the Union stating what the work will consist of so the Union will be able to refer, for interview, the most competent help available. The Employer shall have the right to reject any applicant for employment.

Sec. 2. The Union agrees that if unable to furnish competent help within 48 hours of receipt of the order, the Employer may hire a person of his own choosing, and the Union so notified in

AGREEMENT – SOUTHWEST WASHINGTON ELECTRICAL J.A.T.C.

ARTICLE 11 - MEDIATION

Sec. 1. If a dispute arises as to the interpretation or application of any provision of this Agreement the duly accredited representatives of each party shall meet immediately to attempt to resolve the dispute. Should these representatives fail to agree within fifteen (15) days, the dispute shall be referred to a committee made up of one (1) person selected by the Employer and one (1) person selected by the Union. Should the two committee members be unable to agree on a third member they shall request the Federal Mediation and Conciliation Service to furnish a list of qualified arbitrators from which the third member shall be chosen. Any ruling of the Arbitration Board thus formed will be final and binding upon both parties. Expenses incurred by said Arbitration Board will be paid by both parties.

ARTICLE 12 - PART-TIME AND TEMPORARY EMPLOYEES

Sec. 1. In the event that part-time or temporary employees are needed to complement the regular work force, the Employer and the Union agree to meet to negotiate the wages and benefits of such employee.

ARTICLE 13 - COMPENSATION

Sec. 1. Employer agrees to pay its employees not less than, and the Union agrees that its members, employees of the Employer, will accept, the wage scales and fringe benefits for the various classifications set forth in Appendix A; however, that nothing contained here in this agreement shall prevent the Employer from paying more than indicated in the wage Appendix.

Sec. 2. Effective May 1, 2008, the Employer agrees to pay for each employee who works eighty (80) hours or more in the preceding month Eighty Six Dollars and Fifty (\$86.50) per month to provide Early Retirees Subsidized Health & Welfare Benefits as enjoyed by the Construction Member Division of IBEW Local 76. It is understood that this benefit is contingent upon the Trustees of the Health & Welfare Trust of S.W. Washington approving participation in the Early Retirees Subsidized Health & Welfare Plan. Any increase to the cost of providing this benefit during the term of this agreement shall be paid by the employee.

Sec. 3. Effective May 1, 2011, the employer shall pay the full cost of the medical premium. The employee shall be responsible for any premium increases to the early retiree subsidized health and welfare benefits.

Sec. 4. Effective May 1, ²⁰¹⁵~~2001~~, after one year of employment, the Employer shall pay into the Western States Office and Professional Employees Pension Fund two dollars twenty nine cents (2.29) for each bargaining unit employee to provide retirement benefits pursuant to provisions of the Western States Office and Professional Employees Pension Fund. Payments shall be made by the 15th of the following month.

Sec. 5. Effective May 1, 2011 the employees agree to pay into the I.B.E.W. #76 Retirement Fund fifty cents (\$.50) per compensable hour.

AGREEMENT – SOUTHWEST WASHINGTON ELECTRICAL J.A.T.C.

Except as otherwise provided herein, this Agreement shall take effect May 1, 2015, and shall remain in effect through April 30, 2018, and shall continue in effect from May 1 through April 30 of each year thereafter unless changed or terminated in the following manner.

Either party to this Agreement desirous to change or terminate this Agreement shall notify the other party in writing at least sixty (60) days prior to its anniversary date (April 30) stating the exact nature of change and/or modifications desired.

If this Agreement has not been renewed, modified or extended by the date on which it would have otherwise terminated, the terms and conditions herein shall continue in full force and effect until either party serves the other ten (10) days written notice terminating such understanding and this Agreement.

Amendments to this Agreement can be made at any time by written mutual consent by the parties hereto.

Signed this 1st day of May, 2015.

FOR THE EMPLOYER:

**Southwest Washington
Electrical J.A.T.C.**

Redacted by the U.S. Department of the
Treasury

Dennis Callies
Business Manager

FOR THE UNION:

**Office & Professional Employees
International Union, Local 23**

Redacted by the U.S. Department of the
Treasury

Allan Jacobson
Business Representative

AGREEMENT – SOUTHWEST WASHINGTON ELECTRICAL J.A.T.C.

APPENDIX A

Employees (other than temporary) may at their option and with consent of the Union diversify any part of their total wage package into the following:

IBEW 76 – RETIREMENT FUND

OPEIU PENSION - As required and/or allowed by Trust.

PAYROLL DEDUCTION - As mutually agreeable.

DUES CHECKOFF - As agreed between Employee/Union.

The above is allowable with the understanding that the employee's total hourly wage package remains unchanged.

Temporary Employee - One who is hired to work on an intermittent basis or as an interim replacement on a work schedule, which does not extend beyond 90 days. The temporary shall receive the minimum of a regular employee's base wage. The temporary shall not be required to join the Union but shall work on a work permit.

Part-Time Employees - Part-time employees shall work a regular schedule and shall receive all benefits which are granted full-time employees but on a pro-rated basis. Health and welfare benefits will be provided per Article XIII, Sec. 2.

WAGE RATES **5/01/15**

Starting Rate	\$ 16.56
1 Year	\$ 18.10
2 Year	\$ 20.24

Effective May 1, 2016 2% across the board

Effective May 1, 2017 2% across the board

* Effective May 1, 2015 Kathy Damrau will be paid an hourly rate of \$25.47

All additional increases to the base wage will be based on performance, as evaluated by the Employer. Nothing shall preclude the Employer from paying above the contractual rate of pay.

Temporary employee will be paid at Starting Rate of pay.

AGREEMENT – SOUTHWEST WASHINGTON ELECTRICAL J.A.T.C.

AGREEMENT TO ADOPT THE REHABILITATION PLAN

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

Parties: Office and Professional Employees International Union, Local 23, the "Union";
and
South West Washington Electrical JATC

Effective Date: April 1, 2015

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:

☒ 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 extension of the CBA.

EMPLOYER APPROVAL

Redacted by the U.S. Department of
the Treasury

Dennis Callies, Business Manager

UNION APPROVAL

Redacted by the U.S. Department of the Treasury

Allan Jacobson, Business Representative

opeiu:23
afl-cio

MEMORANDIUM OF UNDERSTANDING

Article 16 – TERM OF AGREEMENT

This Letter of Agreement is by and between OPEIU Union Local #8 on behalf of its members and IBEW Local 76 and it should be considered as incorporated by reference as part of the Collective Bargaining Agreement effective dates May 1, 2012 through June 30, 2015. The Agreement is as follows:

The Union and the Employer agree to extend the current labor agreement through October 2015. Wages and benefits will be retroactive to the original agreement expiration date of June 30, 2015.

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL NO. 8

Redacted by the U.S. Department of
the Treasury

By

Allan Jacobson
Union Representative

IBEW Local 76

Redacted by the U.S. Department
of the Treasury

By

Dennis Callies
Business Manager

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psic#1239/atf-cio

LETTER OF UNDERSTANDING

Article XXII - Termination and Renewal

1074
WS

This Letter of Understanding is by and between Office and Professional Employees International Union, Local 23, on behalf of its members and the International Brotherhood of Electrical Workers, Local 76 JATC and should be considered as incorporated by reference as part of the Collective Bargaining Agreement. Effective dates are May 1, 2011 through April 30, 2014.
The agreement is as follows:

Article 13 - Compensation Section 4 - Pension

The parties agree to adopt the updated rehabilitation plan.

Contribution shall be as follows:

Nine percent (9%) OPEIU rate into the Western States Office and Professional Employees Pension Fund will remain at the May 14, 2009 rate and remain at such until the term of the Collective Bargaining Agreement.

Effective May 1, 2011, the Employer shall contribute into the Western States Office and Professional Employees Pension fund, nine percent (9%) of each bargaining unit employees hourly base wage as set forth in Addendum A, plus thirty-six percent (36%) Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

Effective May 1, 2012, the Employer shall contribute into the Western States Office and Professional Employees Pension Fund, nine percent (9%) of each bargaining unit employees hourly base wage as set forth in Addendum A, plus fifty-one percent (51%) of that amount per hour for the required fifty-one percent (51%) Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

Effective May 1, 2013, the Employer shall contribute into the Western States Office and Professional Employees Pension Fund, nine percent (9%) of each bargaining unit employees hourly base wage as set forth in Addendum A, plus sixty-six percent (66%) of that amount per hour for the required sixty-six percent (66%) Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

Effective April 1, 2012, The Union and the Employer, either party, may request in writing to re-open Section 4 only of the Collective Bargaining Agreement.

Any reduction in the percentage of pension contribution during the term of the Agreement will be diverted to wages.

IBEW LOCAL 76 JATC

Redacted by the U.S. Department
of the Treasury

By: _____

Date: 4/6/12

OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL 23

Redacted by the U.S. Department of the
Treasury

By: _____

Date: 3/24/2012

A&I RECEIVED
2012/4/12

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

WS 1074

**Employer
Participation
Agreement**

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

FEB 22 2011

1. Employer Information.

Name: Southwest WA Electrical JATC
Contract Person: Anthony Lewis, Training Director
Address: 3001 S 36th St #A
City, State & Zip: Tacoma, WA 98409
Telephone: 253 475-2922

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

FEB 22 2011

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE: _____

Print Name: Anthony E Lewis

Title: Training Director

Date Signed: 2/15/2011

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

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

OPEIU LOCAL 11

APR 13 2016

RECEIVED

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. EDUCATION

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

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

ARTICLE 17. NON-DISCRIMINATION

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

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

ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31st day of March 2016:

UNITED LABOR UNION ASSOCIATION

Redacted by the U.S. Department of the Treasury

Gary Young/Business Manager IBEW Local 48
ULUA - President

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

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

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

Maureen Colvin /Union Representative
OPEIU Local 11

Redacted by the U.S. Department of the Treasury

Donna Allen/Member
OPEIU Local 11

Redacted by the U.S. Department of the Treasury

Laura Robbins/Member
OPEIU Local 11

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. NON-DISCRIMINATION

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

MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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

SIGNED this 30th day of SEPTEMBER 2010.

Redacted by the U.S.
Department of the Treasury

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

Redacted by the U.S. Department
of the Treasury

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

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the
Treasury

Madelyn Elder/President CWA Local 7901
ULUA-Negotiating Team

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the
Treasury

Maureen Bower/Union Representative
OPEIU Local 11

Redacted by the U.S.
Department of the Treasury

Sharon Allen/Member
Local 11

Redacted by the U.S. Department
of the Treasury

Laura Gustafson/Member
Local 11

RECEIVED

21 2011

11-2940
Western States Office and
Professional Employees
Pension Fund

Employer
Participation
Agreement

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

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1. Employer Information.

Name: WA Local 290
Contract Person: John Endicott
Address: 20310 SW Teton Ave
City, State & Zip: Tualatin OR 97062
Telephone: (503) 691-5700

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): UA Local 390

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.

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U.S.
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nt of the

~~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:

Redacted by
the U.S.
Department
of the

~~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.~~

Redacted by the
U.S. Department
of the Treasury

~~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.~~

SEP 01 2011
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- 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:

John M Endicott

Title:

Business Manager

Date Signed:

8/19/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE:

Print Name:

Judith Zenk, Co-Chair

Date Signed:

OCT 26 2011

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE:

Print Name:

Michael Parmelee, Co-Chair

Date Signed:

OCT 26 2011

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SEP 01 2011

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

OPEIU LOCAL 11

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FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. EDUCATION

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

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

ARTICLE 17. NON-DISCRIMINATION

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

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

ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31st day of March 2016:

UNITED LABOR UNION ASSOCIATION

Redacted by the U.S. Department of the
Treasury

Gary Young/Business Manager IBEW Local 48
ULUA - President

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the Treasury

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

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

Maureen Colvin /Union Representative
OPEIU Local 11

Redacted by the U.S. Department of the
Treasury

Donna Allen/Member
OPEIU Local 11

Redacted by the U.S. Department of the
Treasury

Laura Robbins/Member
OPEIU Local 11

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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

SIGNED this 30th SEPTEMBER day of August 2010.

Redacted by the U.S.
Department of the Treasury

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

Redacted by the U.S.
Department of the
Treasury

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

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Treasury

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

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Treasury

Madelyn Elder/President CWA Local 7901
ULUA-Negotiating Team

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the Treasury

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

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Michael L. Richards/Executive Secretary-Treasurer
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Maureen Bower/Union Representative
OPEIU Local 11

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Department of the
Treasury

Sharon Allen/Member
Local 11

Redacted by the U.S.
Department of the Treasury

Laura Gustafson/Member
Local 11

RECEIVED

2-1-2011

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

11-
2950

**Employer
Participation
Agreement**

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

FEB 10 2011

1. Employer Information.

Name: UA Local #290 Training
Contract Person: Lou Christian
Address: 20220 SW Teton Avenue
City, State & Zip: Tualatin, Oregon 97062
Telephone: (503) 691-1997

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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