

SECTION 14. HEALTH & WELFARE PLAN - continued

14.2 Employer will reimburse the employee for co-payments for medical visits and prescriptions, on a per occurrence basis, upon presentation of proper receipt.

14.3 "Eligible employee" is defined as a regular employee (having completed his/her probationary period) who has been employed for a minimum of eighty (80) hours in the preceding calendar month.

14.4 By mutual agreement, the parties may withdraw from the existing welfare fund and place eligible active employees in any mutually agreeable benefit plan for the purpose of providing a comparable level of benefits for active employees within the framework of the monies set forth above.

SECTION 15. PENSION PLAN

15.1 As of the effective date of this Agreement, the Employer will pay Four Dollars and sixty cents (\$4.60) per hour based on straight-time hours worked for each eligible employee into the Western States Office and Professional Employees Pension Fund. It is understood that such payments are made on the condition that they continue to qualify under rules and regulations of the Internal Revenue Service as being deductible to the Employer. Hours on which such payments are made shall include paid hours of vacation, holiday, sick leave, jury duty or funeral leave.

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

15.2 An employee, to be eligible for participation, must be on the payroll of the Employer on the first (1st) day of the calendar month and have been continuously employed by the Employer during the preceding calendar month and must be paid for sixty four (64) or more straight-time hours each succeeding and consecutive calendar month thereafter.

The maximum pension contribution per eligible employee: Based on Four Dollars and sixty cents (\$4.60) per hour, shall be One Hundred Eight-four Dollars (\$184.00) per week and increasing each year with contractual increases. By a majority vote, the bargaining unit members may divert money from wage increases to pension providing such selection is made within thirty (30) days of the ratification vote.

SECTION 15. PENSION PLAN – continued

15.3 **401(k) Option** – On or about January 1, 1998, but in no event later than March 1, 1998, the Company will make authorized deductions from employee wages to a qualified 401(k) Plan. Interested and eligible employees are to complete enrollment in the Plan and submit the necessary authorization forms to the company indicating the amount to be deducted no later than December 1, 1997. All payroll deductions shall be made in conformance with the provisions of the Plan and the law. The Company's sole obligation under the Plan shall be to make authorized deductions and forward the monies to the Plan with whatever documentation is required.

No Company contributions will be required and any and all administrative fees shall be the responsibility of the employees. Loan repayments to an employee's account shall be the sole responsibility of the employee. Under no circumstances will the Company be required to make payroll deductions for loan repayments.

SECTION 16. JURY DUTY

16.1 An employee who is called and reports for jury duty shall receive the difference between jury duty pay and his regular rate of pay for each day for which he reported for jury duty and on which he would normally have worked.

16.2 In the event an employee is relieved from jury duty at a time which will permit him to return to work, he shall be obligated to return to work unless specifically excused by the Employer.

SECTION 17. STRIKES AND LOCKOUTS

17.1 The Union agrees that during the term of this Agreement, there will be no strikes, slowdowns or work stoppages. The Employer agrees that during the term of this Agreement, it will not engage in any lockouts.

17.2 The Union shall not be liable for any strike, slowdown, or work stoppage unless:

- (a) The Union, its Secretary-Treasurer or a duly elected or appointed Business Agent participates in, authorizes or approves it; or
- (b) Not having participated in, authorized or approved any strike, slowdown, or work stoppage, the Union, its Secretary-Treasurer or duly elected or appointed Business Agent, fail to take reasonable and prompt steps to endeavor to terminate the strike, slowdown or work stoppage.

17.3 Any employee who participates in a strike, slowdown or work stoppage not authorized by the Union may be discharged without recourse to the arbitration procedure, except on the issue of whether he did participate therein.

SECTION 24. DURATION OF AGREEMENT

This Agreement shall remain in full force and effect October 31, 2014 through October 30, 2017, and shall be renewed automatically from year to year thereafter, provided that either party hereto may reopen this Agreement for changes and amendments or terminate the Agreement by serving written notice on the other party of its desire to change, amend or terminate at least sixty (60) days prior to date of expiration.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals by their respective officers duly authorized to do so.

PIEDMONT GROCERY COMPANY

Redacted by the U.S. Department of the Treasury

By:

David C. Larson
CEO

Date:

10/23/14

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

Redacted by the U.S. Department of the Treasury

By:

Tamara R. Rubyn
President/Business Manager

Date:

10/23/14

Redacted by the U.S. Department of the Treasury

By:

Kelly Gschwend
Vice President/Business Representative

Date:

10-27-14

KG/lm(PDG02214)
cwa:9415/afl-cio

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

29-0030

**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: Piedmont Grocery Company
Contract Person: Lien Ly
Address: 4038 Piedmont Ave.
City, State & Zip: Oakland, CA 94611
Telephone: 510-653-8187

A & I RECEIVED
MAY 12 1991

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE:

Print Name: David C. Larson
Title: President
Date Signed: May 23, 2012

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE:

Print Name: Judith Zenk, Co-Chair
Date Signed: _____

CO-CHAIR SIGNATURE:

Print Name: Michael Parmelee, Co-Chair
Date Signed: _____

RECEIVED
MAY 24 2012

JUL 16 2015

AGREEMENT

THIS AGREEMENT is made and entered into, by and between **PIERCE COUNTY CENTRAL LABOR COUNCIL**, its successors and assigns, hereinafter referred to as the Employer, and the **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 23**, hereinafter referred to as the Union, for the purpose of fixing the wage scale, schedule to clearly define mutual obligations between the parties hereto. Therefore, it is mutually agreed as follows:

ARTICLE 1. RECOGNITION

1.01 The Employer agrees to recognize the Union as the sole and exclusive collective bargaining agent for all employees covered by this Agreement.

1.02 This Agreement shall not apply to any elected or appointed officers of the Employer whose duties in accordance with its Constitution and By-Laws require clerical work.

ARTICLE 2. UNION SECURITY

2.01 All employees covered by this Agreement, as a condition of employment, thirty-one (31) days from the date of hire, shall become and remain members of the Union in good standing.

2.02 New employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one (31) days from the date of employment become and remain members of the Union in good standing.

2.03 Political Action Dues Deduction. The Employer shall deduct from wages of every employee who submits a voluntary authorization form an amount designated by such employee for contribution to OPEIU J. B. Moss Voice of the Electorate (VOTE) Fund. Such deductions shall be made on the same date that employees receive their regular pay.

2.04 Voluntary contributions deducted from employees' pay shall be transmitted to the J.B. Moss VOTE Fund in a check payable to the OPEIU J.B. Moss Voice of the Electorate Fund and forwarded each month by the fifteenth day of the succeeding month to the Secretary-Treasurer of the Office and Professional Employees International Union, AFL-CIO, 80 Eighth Avenue, Suite 610, New York, NY 10011, accompanied by a list of the names of each contributor and the amount of his/her contributions.

ARTICLE 3. HIRING

3.01 When vacancies occur or when additional employees are needed to perform work covered by this Agreement, the Employer shall notify the Union as to the number and type of employees desired, and the Union shall endeavor to supply such help within forty-eight (48) hours.

3.02 The Employer has the final choice as to whom is hired, and shall notify the Union within seventy-two (72) hours of hire of a new employee, Saturday, Sunday and holidays excepted.

ARTICLE 4. GENERAL

4.01 It shall not be considered a violation of this Agreement for an employee to honor a bona

13.03 If, in accordance with the provisions of Article 17, it is found that an employee has been unjustly discharged, such employee shall be reinstated to his/her former position without any loss of seniority. He/She shall suffer no reduction in salary and shall be compensated for all time lost retroactive to the date of discharge.

13.04 No employee will be discharged except for willful misconduct without two (2) weeks' notice or two (2) weeks' pay (including holiday pay when applicable) in lieu of the two (2) weeks' notice.

13.05 Employees with six (6) months to one (1) year of service shall give one (1) week's notice of termination, unless otherwise mutually agreed. Employees with one (1) or more years of service shall give two (2) weeks' notice, unless otherwise mutually agreed. An employee failing to give the required notice may forfeit not to exceed two (2) weeks of accrued vacation leave.

ARTICLE 14. WELFARE AND PENSION

14.01 The Employer shall provide State Industrial Insurance coverage for all employees or comparable insurance for on-the-job injury.

14.02 **Medical.** The Employer shall furnish and pay for Health and Welfare coverage, including Major Medical, for all eligible employees and their dependents. Employees who have worked seventy (70) hours or more the preceding month shall be eligible for coverage. At the employees option and with proof of other coverage, employees may choose to be compensated for the cost of the medical plan. The additional compensation will be \$500.00 effective July 1, 2014; \$550.00 effective July 1, 2015; and \$600.00 effective July 1, 2016.

14.03 **Dental.** The Employer shall pay the entire cost of Washington Teamsters Welfare Trust Plan C dental coverage for each employee who works seventy (70) or more hours in the preceding month. This coverage shall include the employee and family.

14.04 Regular part-time employees working less than Seventy (70) hours per month who otherwise would be eligible for medical and dental coverage, will receive an additional \$1.50 per hour in wages effective July 1, 2014; \$2.00 per hour in wages effective July 1, 2015; and \$2.50 per hour effective July 1, 2016 in wages in lieu of medical and dental coverage.

14.05 **Pension.** The Employer shall pay into the Western States Office and Professional Employees Pension Fund a minimum amount as follows per compensable hour 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:

Effective July 1, 2014 the employer shall contribute into the Western States Office and Professional Employees Pension fund, \$2.90 per hour on all hours of each bargaining unit employees hourly forth in Article 14 plus 80% of that amount per hour for the required 80% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

Effective July 1, 2015 and thereafter , the employer shall contribute into the Western States Office and Professional Employees Pension fund, \$3.00 per hour on all hours of each bargaining unit employees hourly base wage as set forth in Article 14 plus 80% of that amount per hour for the required 80% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect, parties will renegotiate such invalidated language.

ARTICLE 19. SUCCESSORS

19.01 In the event the Employer shall, by merger, consolidation, or by any other means enter into an agreement with another Local, International or individual which, in whole or part, affects the existing appropriate collective bargaining unit, then such successor shall be bound by each and every provision of this Agreement. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention of any group with which it seeks to make such an agreement as aforementioned.

ARTICLE 20. TERMINATION AND RENEWAL

20.01 This Agreement shall become effective as of July 1, 2014, and shall remain in effect until June 30, 2017, and shall thereafter automatically renew itself until either party shall give sixty days' (60) written notice prior to the anniversary date of his desire to terminate, modify, or change this contract.

Signed this 6th day of August, 2014.

**PIERCE COUNTY CENTRAL
LABOR COUNCIL**

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 23**

Redacted by the U.S. Department of the Treasury

Redacted by the U.S. Department of the Treasury

Vance J. Lelli, President

Leslie Liddle, Business Representative

Redacted by the U.S. Department of the Treasury

Patty Rose, Secretary/Treasurer

Western States Office and
Professional Employees
Pension Fund

0254 23

Employer
Participation
Agreement

A & I RECEIVED
AUG 19 2011

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

1. Employer Information.

Name:

Pierce County Central Labor Council

Contract Person:

PATTY ROSE

Address:

3049 S. 36th St # 201

City, State & Zip:

TACOMA WA 98409

Telephone:

253-473-3810

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.

IN NEGOTIATIONS - WILL BE MAILED WHEN RATIFIED

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: _____

Redacted by the U.S. Department of the Treasury

Print Name: _____

Title: _____

Date Signed: _____

Patty Rose
Secretary Treasurer
8-17-11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: _____

Redacted by the U.S. Department of the Treasury

Print Name: _____

Date Signed: _____

Judith Zenk, Co-Chair

OCT 26 2011

CO-CHAIR SIGNATURE: _____

Redacted by the U.S. Department of the Treasury

Print Name: _____

Date Signed: _____

Michael Parmelee, Co-Chair

OCT 26 2011

AUG 19 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

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

A & I RECEIVED

JUL 29 2015

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

**UNITED ASSOCIATION OF
PIPEFITTERS LOCAL UNION 208**

WS 0293

and

**PIPEFITTERS JOINT APPRENTICESHIP
TRAINING COMMITTEE**

WS 0370



May 1, 2014
to-and including
April 30, 2017

ARTICLE 20 – PENSION

- 20.1 The Employers agree to contribute to the Western States Office and Professional Employees Pension Fund. A contribution on behalf of each employee of the Pipefitters JATC in the amount of \$1.45 one dollar and forty five cents per hours paid. And a contribution on behalf of each employee of the Pipefitters Local 208 in the amount of (\$2.99) two dollars and ninety nine cents per hours paid. The employees of Pipefitters Local 208 are contributing (\$1.54) one dollar and fifty four cents per hour paid through a wage reduction. The employees (as a bargaining unit) may elect to put any amount of the negotiated wage rate into the pension.
- 20.2 The Employer contribution, as provided herein, shall be made on eligible employees on the effective date, except for the employees serving their probationary period. The contributions for probationary employees shall start on the first of the month following the probationary period. This shall apply to all employees not presently covered by another pension plan which is Employer paid.
- 20.3 If an employee is injured on the job, the Employer shall continue to pay the required contribution for a period of three (3) months following the end of the month in which the injury occurs. If an employee is on sick leave or personal leave of absence in excess of forty-five (45) working days, the Employer will not be required to pay into the fund, after the first forty-five (45) working days, until the employee returns to work.
- 20.4 Regular or part-time employees who work seventy (70) or more hours per month shall be covered by the provisions of this Article. This shall not apply to extra help covering for vacation periods or sick leave which does not exceed thirty (30) days.
- 20.5 The Employer agrees to allow the employees to participate in the Office and Professional Employees International Union Local #30 (401k) Plan. The Employer agrees that if the employee chooses, they will withhold an employee contribution to the 401k plan. The employee may contribute up to, but no more than, the amount set by the Internal Revenue Service from their yearly gross salary to this plan. FICA taxes will be withheld, but these contributions will not be subject to Federal or State taxes. The employee shall bear any administrative fees.
- 20.6 Effective with the January, 2010 hours paid, the Employer agrees to adopt the Pension Rehabilitation Plan and to contribute on behalf of each employee the contribution amount listed in the Updated Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases the Employer from the

obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in Article 20.1.

- 20.7 Effective with the January, 2010 hours paid, the employees agree that they will make the Supplemental Employer Contribution. The employees will do this through a wage reduction of the amounts set by the percentage on the Updated Supplemental Contribution Schedule and the monies will be sent to the Western States Office and Professional Employees Pension Plan.

ARTICLE 21 – TECHNOLOGICAL CHANGES

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

ARTICLE 22 – GRIEVANCE AND ARBITRATION

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

STEP ONE: (oral) A grievance may be filed no later than ten (10) working days after the grievance first becomes known, or should have become known. The grievance must be presented by the Union of the aggrieved employee to the proper supervisor involved, and the parties shall meet within five (5) working days in an effort to resolve said grievance. If the grievance is not resolved with the supervisor, the grievance shall be reduced to writing, citing the Article and Section of this Agreement which has been allegedly violated.

STEP TWO: (written) If the grievance is not settled in Step One, the written grievance may, no later than five (5) working days after the Step One meeting, be referred by the Union to the Employer, and the parties shall meet within five (5) working days of receipt of the grievance, in an effort to resolve the grievance. If the grievance is rejected at this Step of the Grievance and Arbitration procedure, the Employer will state the reasons for such rejections in writing, to the Union, within five (5) working days of the Step Two meeting.

STEP THREE: (hearing) If the grievance is not settled at Step Two, the Union may request a Grievance Board of Adjustment review within five (5) working days immediately following receipt of the Employer's written response by

ARTICLE 24 – SKILL UPGRADE

- 24.1 Employees are encouraged to take skill upgrade training after work hours. With mutual agreement, the Employer will reimburse 100% of the cost including tuition, books and supplies upon the successful completion of the course(s).

ARTICLE 25 – DUES AND POLITICAL CHECKOFF

- 25.1 The Employer agrees to deduct union initiation fees, and dues from the wages of each employee. The Employer agrees to forward such monies to the office of the Union monthly.
- 25.2 The Employer agrees to remit such dues and initiation fees thus collected to the Union each month at a time that would insure receipt of said monies at the Union office no later than the tenth (10th) day of the following month from which the monies are deducted, and will make supplemental remittances thereafter of amounts deducted from the salaries of employees then on vacation, or on leave of absence in which the Employer is continuing to provide a salary to the employee. The Employer will deduct unpaid union dues and initiation fees as known by the Employer to be owed by the employee, from the final paycheck of any eligible employee.
- 25.3 Any change in the rate of dues and/or initiation fees levied by the Union will be put into effect in the deductions made by the Employer in the month following the month in which the Employer received written notice of the change from the Union.
- 25.4 The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for OPEIU's "J. B. Moss Voice of the Electorate" (VOTE) fund. Such deductions shall be made on the same date that employees receive their regular paychecks.
- 25.5 Voluntary contributions deducted from employees' paychecks will be made payable to the J. B. Moss Voice of the Electorate (VOTE) fund and forwarded monthly to the Chief Financial Officer of the Office and Professional Employees International Union, Local 30, AFL-CIO, 705 West Arrow Highway, Claremont, CA 91711, along with a listing of the names of contributors and the amounts.
- 25.6 The Union agrees to file deduction assignments with the Employer for each employee prior to such deductions.

ARTICLE 26 – TERM OF AGREEMENT

- 26.1 This Agreement shall be in full force and effect from the first day of May, 2014, to and including the thirtieth (30th) day of April, 2017, and shall continue in full

force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

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

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL 30

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

Title: Executive Director/CFO

Date: 7-7-14

PIPEFITTERS LOCAL UNION 208

Redacted by the U.S. Department of the
Treasury

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

Title: BUSINESS MANAGER

Date: 7-7-14

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

**Employer
Participation
Agreement**

WSO370

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: PIPEFITTERS LOCAL UNION 208
Contract Person: HENRY E. SOLANO
Address: 6350 DRUANEWAY
City, State & Zip: DENVER CO 80216
Telephone: 303-428-4380

FEB 22 2011

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

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

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

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

3 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

FEB 22 2011

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

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

Print Name: HENRY E. SOLANO

Title: BUSINESS MANAGER

Date Signed: 2-14-11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

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

Print Name: Judith Zenk, Co-Chair

Date Signed: NOV 03 2011

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

Print Name: Michael Parmelee, Co-Chair

Date Signed: NOV 03 2011

FEB 22 2011

WS 3666

A&I RECEIVED

JUL 06 2015

LABOR AGREEMENT
BETWEEN
PLUMBERS AND STEAMFITTERS LOCAL #44
AND THE
OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 11, AFL-CIO

FOR THE PERIOD

JULY 1, 2014

THROUGH

JUNE 30, 2017

OPEIU LOCAL 11

AUG 15 2014

RECEIVED

ARTICLE 20. RETIREMENT PLANS

Section 1. Effective July 1, 2014 the Employer agrees to contribute to the Western States 401(k) Retirement Fund of the OPEIU a minimum contribution of one dollar and fifty cents (\$1.50) per compensable hour, excluding overtime.

Effective July 1, 2015 the Employer agrees to contribute to the Western States 401(k) Retirement Fund of the OPEIU a minimum contribution of two dollars (\$2.00) per compensable hour, excluding overtime.

Effective July 1, 2016 the Employer agrees to contribute to the Western States 401(k) Retirement Fund of the OPEIU a minimum contribution of two dollars and fifty cents (\$2.50) per compensable hour, excluding overtime.

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

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

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.

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

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

Employer contributions shall commence on the hiring date of 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.

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 2. It is mutually agreed by all parties that the Employer agrees to continue a contribution of three dollars (\$3.00) and in addition the surcharge amount listed in the Supplemental Contribution Schedule, per compensable hour, excluding overtime, on behalf of each employee into the Western States Office & Professional Employees Pension Fund.

- The Employer contribution rate may increase in accordance with the provisions contained in Schedule "A".

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 three dollars (\$3.00) per compensable hour shall be in full force and effect.

ARTICLE 21. TERMINATION AND RENEWAL

This Agreement, entered into this first day of July 1, 2014 through June 30, 2017 and shall be effective on all work covered hereby as of July 1, 2014, and from year to year thereafter, unless notice is given in writing by the Union, or the Employer, to the other party, not less than sixty (60) days prior to June 30, 2017, or prior to the expiration of any subsequent annual period, of its desire to modify, amend or terminate this Agreement, and in such case, the Agreement shall be opened for modification, amendment or termination, such as the notice may indicate at the expiration of the period within which the notice is given. The parties shall begin negotiations within fifteen (15) days after receipt of this notice.

As agreed this 30th day of June, 2014

**PLUMBERS AND STEAMFITTERS,
LOCAL 44
Spokane, WA**

Redacted by the U.S. Department of the
Treasury

Pat Perez
Business Manager

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

Redacted by the U.S. Department of the
Treasury

Michael L. Richards
~~Executive Secretary-Treasurer~~

Redacted by the U.S. Department of the Treasury

Maureen M. Colvin
Union Representative

MC/dmr
opet/11/af-cio

SCHEDULE "A"

The classifications and hourly rates hereinafter set forth are a part of the Office and Professional Employees International Union Local 11 collective bargaining Agreement, and are in conformity with Article 4 of this Agreement.

Each newly hired employee (only those hired for temporary periods) shall be hired at a starting wage of sixteen dollars (\$16.00) and after successful completion of a six (6) month probationary period, shall advance one step from his/her starting salary on the first of the month nearest to his/her appointment after successful completion of said probation.

Group	Classification	Current Wage	7/1/2014	7/1/2015	7/1/2016
I.	Posting Clerk/ Typist Receptionist				
		\$27.55	\$28.05	\$28.55	\$29.05
	3 – Months	\$27.73	\$28.23	\$28.73	\$29.23
	6 – Months	\$28.05	\$28.55	\$29.05	\$29.55
	12 – Months	\$28.18	\$29.18	\$29.68	\$30.18
II.	Bookkeeper/Secretary Skilled Office Employee				
	6 – Months	\$28.36	\$28.86	\$29.36	\$29.86
	12 – Months	\$28.74	\$29.24	\$29.74	\$30.24
III.	Office Manager	\$29.37	\$29.87	\$30.37	\$30.87

* Increases may be divided by the employee between benefits and wages.

Regular employees working less than the established work week shall be paid at the applicable hourly wage rate for the classification of work as assigned by the Employer and shall be covered under the full terms of this Agreement.

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

Any employee hired as a temporary shall, after one hundred and eighty (180) days be considered permanent and shall receive all benefits of this Agreement. Any person employed on a temporary basis shall apply to the Union for a Work Permit which shall not exceed one hundred and eighty (180) days.

Western States Office and
Professional Employees
Pension Fund

Employer
Participation
Agreement

WS 3666
KR

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:

Plumbers & Steamfitters Local #44

Contract Person:

Susan Bates

Address:

3915 E. Main

City, State & Zip:

Spokane, WA 99202

Telephone:

(509) 624-5101

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).

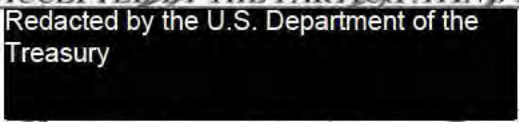
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

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

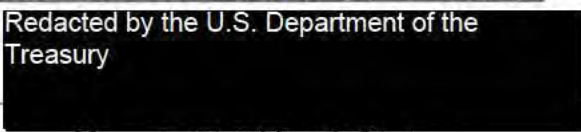
- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: 
Print Name: Scott B. Smith
Title: Business manager
Date Signed: 11/29/2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: 
Print Name: Judith Zerk, Co-Chair
Date Signed: DEC 06 2011
CO-CHAIR SIGNATURE: 
Print Name: Michael Parmelee, Co-Chair
Date Signed: DEC 06 2011

A & I RECEIVED
DEC 06 2011



~~0537~~ W50676 of 0537
~~Local 537~~

AGREEMENT

between
Office & Professional Employees
International Union
Local 537
AFL-CIO

MASTER
for binder

and

Plumbers and Pipefitters Union Local #525

August 1, 2013
to
July 31, 2018



MEMORANDUM OF AGREEMENT
between
PLUMBERS AND PIPEFITTERS UNION LOCAL 525
and
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 537

This Memorandum of Agreement entered on June 18, 2014 between United Association of Journeymen & Apprentices of the Plumbing & Pipefitting Industry of the United States and Canada, Local 525, hereinafter referred to as the Employer and the Office and Professional Employees International Union Local 537, hereinafter referred to as the Union, hereby amend the current Collective Bargaining Agreement in the following particulars only:

ARTICLE 13 – PENSION PLAN

SECTION 1. During the life of the Agreement, the Employer agrees to contribute into a Trust Fund known as Western States Office & Professional Employees Pension Plan, for the account of each employee working under this Agreement, the amounts below, as outlined under Section 1 (A), Article 7, per hour paid for. Employee has option of applying any future pay increases to this benefit rather than base pay provided all employees affected are in agreement.

Effective August 1, 2014, three dollars and fifty-two cents (\$3.52) per hour.

Effective August 1, 2015, a minimum of one dollar (\$1.00) per hour increase in the contribution rate.

Effective August 1, 2016, a minimum of one dollar (\$1.00) per hour increase in the contribution rate.

FOR THE EMPLOYER:

UA Local 525 – Plumbers & Pipefitters

Redacted by the U.S. Department of the
Treasury

Victor T. Sendlein
Business Manager

Date

JKW:dif
OPEIU#537/afi-cio,clc

FOR THE UNION:

OPEIU Local 537

Redacted by the U.S. Department of the
Treasury

Jacqueline K. White-Brown
Business Manager

06/18/2014

Date

WS 0676

A & I RECEIVED

JUL 20 2015

MEMORANDUM OF UNDERSTANDING
between
PLUMBERS & PIPEFITTERS UNION LOCAL 525
and
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 537

This Memorandum of Understanding, entered into on July 15, 2015, between Plumbers & Pipefitters Union Local 525, hereinafter referred to as the Employer, and the Office and Professional Employees International Union Local 537, hereinafter referred to as the Union, hereby amend the current Collective Bargaining Agreement in the following particulars only:

It is mutually agreed by all parties that, and effective August 1, 2015, the Employer agrees to contribute four dollars and fifty-two cents (\$4.52), and in addition to the surcharge listed in the Supplemental Contribution Schedule, per compensable hour, on behalf of each employee into the Western States Office & Professional Employees Pension Fund.

The Employer shall pay the cost of the Western States Office & Professional Employees Pension Fund Rehabilitation plan at the capped maximum of eighty percent (80%) and not to be exceeded. Any increase proposed to the rehabilitation plan must be negotiated with the Employer.

FOR THE EMPLOYER:

Plumbers & Pipefitters Union Local 525

Redacted by the U.S. Department of the Treasury

Matthew R. Lydon
Business Manager

FOR THE UNION:

OPEIU Local 537

Redacted by the U.S. Department of the Treasury

Jacqueline K. White-Brown
Business Manager

07-20-2015
Date

JKW:dif
OPEIU#537/afi-cio,clc

07/15/2015

Date

The Employer and employee must be agreeable to any such training opportunity. The employee will be subject to providing a voucher for the expense monies.

ARTICLE 24 - NO STRIKE

SECTION 1. (A) The Union agrees not to do anything, either directly or indirectly, that would be detrimental to the best interests of the Employer so long as the Employer continues to abide by the terms of the Agreement.

(B) The Employer and the Union agree that there will be no strikes, slowdowns, walkouts, or any other disruptions of work during the term of the Agreement. The Union shall take all necessary steps to cause any employee who engages in such conduct, in violation of this provision, to cease such activity. Any employee who continues to engage in activity will be subject to discipline up to and including termination.

ARTICLE 25 - DURATION

SECTION 1. This Agreement shall be in full force and effect from August 1, 2013 through July 31, 2018, and shall be renewed from year to year thereafter if neither party to the Agreement gives sixty (60) days written notice of its intent to modify, amend, or terminate the Agreement. If such notice is given but no successor agreement is reached by July 31, 2018, the parties agree that all terms and conditions of the Agreement shall remain in full force and effect until negotiations are concluded.

In witness whereof, the parties hereto have caused this Agreement to be executed by their proper officials there unto duly authorized.

FOR THE EMPLOYER:

UA Local 525 – Plumbers and Pipefitters

Redacted by the U.S. Department of the Treasury

Victor T. Sendlein
Business Manager

Date

JKW:dlf

OPEIU#537/afl-cio,clc

FOR THE UNION:

OPEIU Local 537

Redacted by the U.S. Department of the Treasury

Jacqueline K. White-Brown
Business Manager

Date

Western States Office and
Professional Employees
Pension Fund

RECEIVED
WSO 067
AUG 29 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: Plumbers, Pipefitters Local 525
Contract Person: JEFF ORR
Address: 760 N. VAMP BVD.
City, State & Zip: LAS VEGAS, NV 89110
Telephone: (702) 452-1520

2. Local Information.

Employer has a collective bargaining agreement with Local Union 80537 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): Plumbers & Pipefitters Local 525

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

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

7 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.

AGREEMENT

Between

PLUMBERS & PIPEFITTERS LOCAL UNION 442

And

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

January 1, 2016 - December 31, 2020



SECTION 9. CLASSIFICATIONS AND MINIMUM WAGE SCALES – continued

Distribution of these monies for wages and pension contributions will be the responsibility of Local Union 29 and the employees covered by this Agreement.

Part-time employees progression in classifications above shall be based on twelve hundred (1200) hours equals one (1) year of employment.

Temporary office employees and regular part-time employees shall be paid accordingly.

It is also understood and agreed that all employee's pay shall be based on a weekly period.

Regular part-time employees shall receive fringe benefits prorated on the basis of time worked. It is understood, however, that for the purpose of health and welfare payments, an employee must work half time (½) to qualify.

SECTION 10. HEALTH AND WELFARE

The Employer agrees to pay the premium on each employee and dependents for Kaiser Group 328 plan or Blue Shield of California, Twelve thousand dollar (\$12,000) Life Insurance, Accidental Death and Disability, Dental Plan without orthodontia, Prescription Drug, and Vision Care. It is agreed that to be eligible for coverage, an employee must have been paid for not less than sixty-eight (68) hours in the previous calendar month. The Employer agrees to pay the entire cost of the present schedule of the Medical Plan and other benefits chosen by the employee for the employee and the employee's dependents or such other sums as are determined by the Trustees of the Plan to be needed to maintain such schedule of benefits.

SECTION 11. PENSION PLAN

The Employer agrees, effective January 1, 2011, to contribute to a Trust Fund known as Western States Office & Professional Employees Pension Fund, for the account of each employee working under this Agreement, the amount of Three Dollars and twenty-five cents (\$3.25) per hour for all hours paid.

Effective January 1, 2012, the Employer shall also contribute, on behalf of each employee, an additional One Dollar (\$1.00) per hour on behalf of each employee into a qualified 401(k) Plan. The new contribution rate is Two Dollars (\$2.00) per hour.

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

SECTION 20. CHANGE OF OPERATION

A change in operation shall be defined as any transfer of work and will include the principle that employees have the right to follow their work. The Employer shall notify the Union thirty (30) days prior to any change in operation going into effect and no change may occur until the Employer and the Union have discussed the matter.

SECTION 21. SEVERANCE PAY

In the event of a merger, the closing of any office or the abolishment of a job or retirement, the employee(s) shall receive severance as follows: Employees vested with the Western States Office & Professional Employees Pension Fund shall receive fifty percent (50%) of one (1) week's pay for each year of service.

Non-vested employees with the Western States Office & Professional Employees Pension Fund shall receive two (2) weeks' pay.

Health & Welfare benefits shall continue for an additional three (3) months.

SECTION 22. DURATION OF AGREEMENT

This Agreement, together with all provisions herein set forth shall continue in full force and effect from January 1, 2016 until December 31, 2020 and shall continue in full force and effect thereafter from year to year unless either party has served the other party written notice of its desire to change or modify this Agreement sixty (60) days prior to the date of expiration. In such event, negotiations shall be reopened in order to revise the section or sections regarding which notice of the proposed changes has been served. When agreed upon, these changes shall be incorporated into this Agreement effective as of the beginning of the year's term for which the revisions were proposed.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____ 2020.

PLUMBERS & PIPEFITTERS LOCAL UNION 442

Redacted by the U.S. Department of the
Treasury

By:

William F. Taylor
Business Manager/
Financial Secretary-Treasurer

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

Redacted by the U.S. Department of the
Treasury

By:

Tamara R. Rubyn
President/Business Manager

Date:

2/24/16

Date:

2/24/16

TR/lm(PLU17116)
cwa:9415/aft-cio

AGREEMENT

Between

**PLUMBERS & PIPEFITTERS UNION, LOCAL 447
JOINT APPRENTICESHIP COMMITTEE**

And

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

July 1, 2014 – June 30, 2017



JUL 21 2015

ARTICLE XV. EMPLOYEES HOSPITALIZATION, DENTAL DRUG & MAJOR MEDICAL - continued

For employees hired after July 1, 2007, coverage will begin on the first day of the month following the month in which they work at least 135 hours. The same waiver of 375 hour requirement and establishment of negative hour bank will apply.

Effective July 1, 2007, any increases in hourly contribution rates will be deducted from the employee's annual wage increase over the term of the agreement. If the hourly contribution increase is greater the negotiated wage increase, the difference will be deducted from the employee's hourly wage rate.

Temporary employees are not entitled to any benefits under the agreement unless the work more than 135 hours in any calendar month.

*Corrected Feb 2015***ARTICLE XVI. PENSION PLAN**

The Employer agrees to contribute into a Trust Fund known as Western States Office & Professional Employees Pension Fund, for the account of each employee working under this Agreement effective for all hours worked on or after July 1, 2014, will maintain the employer paid contributions of \$3.42 (Three Dollars and forty-two cents) per hour. Employees may elect to participate in the new elective 401(k) Plan. Eligible participants may choose to defer \$1.00, \$2.00, \$3.00, 4.00, \$5.00, per hour from raises or current hourly wage.

If any employee under this Agreement is granted a leave of absence without pay in excess of thirty (30) days, his/her name shall be deemed to have been removed from the payroll of the Employer, and the Employer shall not be obligated to make monthly payments into the Plan for the benefits of such employee for the period of such leave.

It is hereby agreed by and between the parties hereto that the Employer herein shall not be required to contribute to any other pension fund for and on behalf of employees covered by this Agreement, and that no demands or request shall be made on behalf of said employees for contributions to any other pension trust fund other than the Western States Office & Professional Employees Pension Fund. It is further agreed that if there is any obligation created by law to contribute to any other pension trust fund for and on behalf of said employees, any obligations contributing to said Office & Professional Employees Pension Fund shall be null and void.

Effective April 1, 1998 employees may participate in the employer sponsored annuity plan with contributions up to the maximums allowed by Federal and state laws. The employer will make payroll deductions to this plan at the employees' written request.

Effective with the July 2012, hours paid, the Employer agrees to contribute on behalf of each employee the surcharge amount listed in the Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the Contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in this Article.

ARTICLE XV. EMPLOYEES HOSPITALIZATION, DENTAL DRUG & MAJOR MEDICAL - continued

For employees hired after July 1, 2007, coverage will begin on the first day of the month following the month in which they work at least 135 hours. The same waiver of 375 hour requirement and establishment of negative hour bank will apply.

Effective July 1, 2007, any increases in hourly contribution rates will be deducted from the employee's annual wage increase over the term of the agreement. If the hourly contribution increase is greater the negotiated wage increase, the difference will be deducted from the employee's hourly wage rate.

Temporary employees are not entitled to any benefits under the agreement unless the work more than 135 hours in any calendar month.

ARTICLE XVI. PENSION PLAN

The Employer agrees to contribute into a Trust Fund known as Western States Office & Professional Employees Pension Fund, for the account of each employee working under this Agreement effective for all hours worked on or after July 1, 2014, will maintain the employer paid contributions of \$3.50 (Three Dollars and fifty cents) per hour. Employees may elect to participate in the new elective 401(k) Plan. Eligible participants may choose to defer \$1.00, \$2.00, \$3.00, 4.00, \$5.00, per hour from raises or current hourly wage.

If any employee under this Agreement is granted a leave of absence without pay in excess of thirty (30) days, his/her name shall be deemed to have been removed from the payroll of the Employer, and the Employer shall not be obligated to make monthly payments into the Plan for the benefits of such employee for the period of such leave.

It is hereby agreed by and between the parties hereto that the Employer herein shall not be required to contribute to any other pension fund for and on behalf of employees covered by this Agreement, and that no demands or request shall be made on behalf of said employees for contributions to any other pension trust fund other than the Western States Office & Professional Employees Pension Fund. It is further agreed that if there is any obligation created by law to contribute to any other pension trust fund for and on behalf of said employees, any obligations contributing to said Office & Professional Employees Pension Fund shall be null and void.

Effective April 1, 1998 employees may participate in the employer sponsored annuity plan with contributions up to the maximums allowed by Federal and state laws. The employer will make payroll deductions to this plan at the employees' written request.

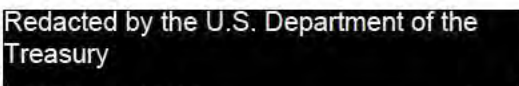
Effective with the July 2012, hours paid, the Employer agrees to contribute on behalf of each employee the surcharge amount listed in the Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the Contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in this Article.

ARTICLE XXI. DURATION OF AGREEMENT

This Agreement, together with all provisions set forth herein, shall continue in full force and effect from July 1, 2014 through June 30, 2017, and shall continue in full force and effect thereafter unless either party hereto shall desire a change, in which case s/he shall give the other party notice, in writing, of the desired changes at least sixty (60) days and not more than ninety (90) days prior to the anniversary date of this Agreement in any one (1) year. In such event, negotiations shall be reopened in order to revise the Article or Articles regarding which notice of the proposed changes has been served. When agreed upon, these changes shall be incorporated into this Agreement, effective as of the beginning of the year's term for which the revisions were proposed. Any strike or stoppage of work after the expiration or modification date of this Agreement shall not be deemed in violation of any provision of this Agreement.

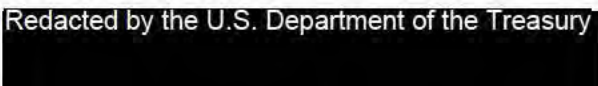

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, 2014.

PLUMBERS & PIPEFITTERS, LOCAL 447 JOINT APPRENTICESHIP COMMITTEE

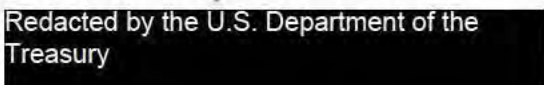
By: 
William Haley
Financial Secretary/Business Manager

Date: 4-24-2014

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29


By: 
Tamara R. Rubyn,
President /Business Manager

Date: 9/29/14


B

Denice L. Washington
Business Representative

Date: 9/29/14

DLW/m(plu65614)
ewa:9415/afl-cio

LETTER OF UNDERSTANDING

BETWEEN

**PLUMBERS & PIPEFITTERS LOCAL 447, PLUMBERS & PIPEFITTERS
TRUST FUND, PLUMBERS & PIPEFITTERS APPRENTICESHIP**

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 29

The parties have agreed to the following revisions to the Agreement between Plumbers & Pipefitters Local Union No. 447, Plumbers & Pipefitters Trust Funds, Plumbers & Pipefitters Apprenticeship.

ARTICLE XVI PENSION

Replace last paragraph:

Effective April 1, 1998, member votes pursuant to Article XII concerning allocation of annual increases may provide for an employer contribution to the U.A. Local 447 Defined Contribution Plan (Plan). Such contributions are subject to the following special rules:

1. To satisfy legal requirements under ERISA and the Internal Revenue Code, the Employer contribution rate must be the same dollar amount per hour for all Participants in the Plan who are represented by OPEIU Local 29. This means that employees of Local 447, employees of the Trust Funds and employees of the Apprentice Fund must establish a uniform rate for all three (3) groups.
2. The Contribution rate may not exceed the maximum hourly amount permitted under Sections 404 and 415 of the Internal Revenue Code as determined by the plan.
3. Contributions to the Plan made on behalf of employees represented by Local 29 do not include the \$.50 additional amount allocable to the accounts of residential/light commercial participants in the Plan. Therefore, the entire plan contribution earned by each employee covered by this agreement shall be Allocable to the Plan account established for that employee.

**PLUMBERS & PIPEFITTERS, LOCAL 447
JOINT APPRENTICESHIP COMMITTEE**

Redacted by the U.S. Department of the
Treasury

By:

William Haley
Financial Secretary/Business Manager

Date: 9-24-2014

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

Redacted by the U.S. Department of the
Treasury

By:

Denice L. Washington
Business Representative

Date: 9/24/14

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

29-1050
~~0064~~
FEB 25 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: Plumbers & Pipefitters Local 447 Inc.
Contract Person: _____
Address: 8750 Younger Creek Dr
City, State & Zip: SACRAMENTO, CA 95828
Telephone: 916 383 1102

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

FEB 25 2011

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

Randy Boatman

Coordinator

22 Feb 11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Judith Zenk, Co-Chair

NOV 03 2011

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Michael Parmelee, Co-Chair

NOV 03 2011

AGREEMENT

Between

PLUMBERS & PIPEFITTERS LOCAL UNION NO. 447

And

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

July 1, 2014 – June 30, 2017



ARTICLE XV. EMPLOYEES HOSPITALIZATION, DENTAL DRUG & MAJOR MEDICAL - continued

For employees hired after July 1, 2007, coverage will begin on the first day of the month following the month in which they work at least 135 hours. The same waiver of 375 hour requirement and establishment of negative hour bank will apply.

Effective July 1, 2007, any increases in hourly contribution rates will be deducted from the employee's annual wage increase over the term of the agreement. If the hourly contribution increase is greater the negotiated wage increase, the difference will be deducted from the employee's hourly wage rate.

Temporary employees are not entitled to any benefits under the agreement unless the work more than 135 hours in any calendar month.

ARTICLE XVI. PENSION PLAN

The Employer agrees to contribute into a Trust Fund known as Western States Office & Professional Employees Pension Fund, for the account of each employee working under this Agreement effective for all hours worked on or after July 1, 2014, will maintain the employer paid contributions of \$3.42 (Three Dollars and forty-two cents) per hour. Employees may elect to participate in the new elective 401(k) Plan. Eligible participants may choose to defer \$1.00, \$2.00, \$3.00, 4.00, \$5.00, per hour from raises or current hourly wage.

If any employee under this Agreement is granted a leave of absence without pay in excess of thirty (30) days, his/her name shall be deemed to have been removed from the payroll of the Employer, and the Employer shall not be obligated to make monthly payments into the Plan for the benefits of such employee for the period of such leave.

It is hereby agreed by and between the parties hereto that the Employer herein shall not be required to contribute to any other pension fund for and on behalf of employees covered by this Agreement, and that no demands or request shall be made on behalf of said employees for contributions to any other pension trust fund other than the Western States Office & Professional Employees Pension Fund. It is further agreed that if there is any obligation created by law to contribute to any other pension trust fund for and on behalf of said employees, any obligations contributing to said Office & Professional Employees Pension Fund shall be null and void.

Effective April 1, 1998 employees may participate in the employer sponsored annuity plan with contributions up to the maximums allowed by Federal and state laws. The employer will make payroll deductions to this plan at the employees' written request.

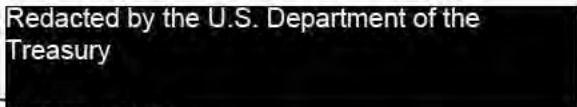
Effective with the July 2012, hours paid, the Employer agrees to contribute on behalf of each employee the surcharge amount listed in the Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the Contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in this Article.

ARTICLE XXI. DURATION OF AGREEMENT

This Agreement, together with all provisions set forth herein, shall continue in full force and effect from July 1, 2014 through June 30, 2017, and shall continue in full force and effect thereafter unless either party hereto shall desire a change, in which case s/he shall give the other party notice, in writing, of the desired changes at least sixty (60) days and not more than ninety (90) days prior to the anniversary date of this Agreement in any one (1) year. In such event, negotiations shall be reopened in order to revise the Article or Articles regarding which notice of the proposed changes has been served. When agreed upon, these changes shall be incorporated into this Agreement, effective as of the beginning of the year's term for which the revisions were proposed. Any strike or stoppage of work after the expiration or modification date of this Agreement shall not be deemed in violation of any provision of this Agreement.

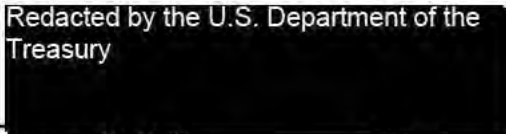
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, 2014.

PLUMBERS & PIPEFITTERS, LOCAL 447

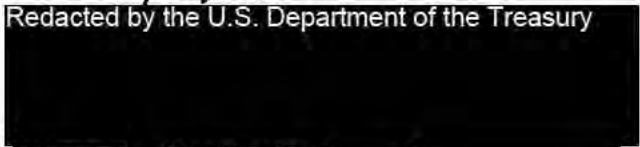
By: 
William Haley
Financial Secretary/Business Manager

Date: 9-24-2014

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

By: 
Tamara R. Rubyn,
President /Business Manager

Date: 9/29/14

By: 
Denice L. Washington
Business Representative

Date: 9/29/14

DLW/lm(PLU64714)
cwa:9415/afl-cio

LETTER OF UNDERSTANDING

BETWEEN

**PLUMBERS & PIPEFITTERS LOCAL 447, PLUMBERS & PIPEFITTERS
TRUST FUND, PLUMBERS & PIPEFITTERS APPRENTICESHIP**

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 29

The parties have agreed to the following revisions to the Agreement between Plumbers & Pipefitters Local Union No. 447, Plumbers & Pipefitters Trust Funds, Plumbers & Pipefitters Apprenticeship.

ARTICLE XVI. PENSION

Replace last paragraph:

Effective April 1, 1998, member votes pursuant to Article XII concerning allocation of annual increases may provide for an employer contribution to the U.A. Local 447 Defined Contribution Plan (Plan). Such contributions are subject to the following special rules:

1. To satisfy legal requirements under ERISA and the Internal Revenue Code, the Employer contribution rate must be the same dollar amount per hour for all Participants in the Plan who are represented by OPEIU Local 29. This means that employees of Local 447, employees of the Trust Funds and employees of the Apprentice Fund must establish a uniform rate for all three (3) groups.
2. The Contribution rate may not exceed the maximum hourly amount permitted under Sections 404 and 415 of the Internal Revenue Code as determined by the plan.
3. Contributions to the Plan made on behalf of employees represented by Local 29 do not include the \$.50 additional amount allocable to the accounts of residential/light commercial participants in the Plan. Therefore, the entire plan contribution earned by each employee covered by this agreement shall be Allocable to the Plan account established for that employee.

**PLUMBERS & PIPEFITTERS, LOCAL 447
PIPE TRADES TRUST FUND**

Redacted by the U.S. Department of the
Treasury

By:

William Haley
Financial Secretary/Business Manager

Date: 9-24-2014

DLW/lm(PLU64714)/cwa:9415/afcio

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

Redacted by the U.S. Department of
the Treasury

By:

Denice L. Washington
Business Representative

Date: 9/29/14

29
Western States Office and
Professional Employees
Pension Fund

NS 0064
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: Plumbers & Pipefitters Local 447
Contract Person: William S. Haley
Address: 5841 Newman Court
City, State & Zip: Sacramento, CA 95819
Telephone: 916/457-6595

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: _____

APR 22 2013

4. Coverage.

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: _____

Redacted by the U.S. Department of the Treasury

Print Name: _____

William S. Haley

Title: _____

Financial Secretary & Business Manager

Date Signed: _____

April 18, 2013

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: _____

Print Name: _____

Judith Zenk, Co-Chair

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Print Name: _____

Michael Parmelee, Co-Chair

Date Signed: _____

APR 22 2013

AGREEMENT

Between

**PLUMBERS, STEAMFITTERS &
REFRIGERATION FITTERS U.A., LOCAL 393**

And

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

September 1, 2014 - August 31, 2017



ARTICLE 12. PENSION PLAN

The Employer agrees to contribute into a Trust Fund, known as Western States Office & Professional Employees Pension Fund, for the account of each eligible employee working under this Agreement. 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 Four Dollars and twenty-five cents (\$4.25) per hour shall be paid for each straight time hour worked by each employee by the Employer effective September 1, 2008.

Pension contributions will be made for all straight time hours worked, including paid vacation leave and paid sick leave hours.

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

If any event arises that permits enrollment of employees hired after January 2015 into a pension plan other than the Western States Office and Professional Employees Pension fund, including, but not limited to the merger of the Union with any other union, this Agreement shall open for negotiation on that option.

Effective September 1, 2008 the Employer shall contribute to the Plumbers 401(a) Pension Plan, the sum of One Dollar (\$1.00) per each straight time hour worked by each employee. Effective 1, 2015, all contributions to this Defined Contribution Plan shall cease.

Effective January 1, 2015, the Employer shall contribute to the U.A. Local 393 401(k) Defined Contribution Plan the sum of One Dollar (\$1.00) per each straight time hour worked by each employee. The contribution amounts, which are deferred from wages for income tax purposes, will be governed by the various Plan documents of the U.A. Local 393 Defined Contribution Plan. See Exhibit B.

ARTICLE 13. DISCIPLINE AND DISCHARGE

(a) All new employees shall be required to complete a 90-day probationary period. After completing the 90-day probationary period, the employee may be suspended or discharged only for just cause.

(b) The Employee shall comply with the Employer's Office Policies and Procedure Manual. The Employer shall have the right to discharge any employee for just cause, but no employee shall be discharged or discriminated against by reason of Union membership or Union activities. Any employee of over three (3) months' continuous employment but less than six (6) months' employment, who may be laid off, shall be given one (1) week's notice in writing or one week's pay in lieu thereof. Any employee of over six (6) month's continuous service who may be laid off shall be given two (2) weeks' notice in writing or two (2) week's pay in lieu thereof. It shall be a reciprocal

ARTICLE 33. DURATION OF AGREEMENT

This Agreement, together with all provisions herein set forth, shall continue in full force and effect from September 1, 2014 until August 31, 2017, 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, 2017, 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.

PLUMBERS, STEAMFITTERS &
REFRIGERATION FITTERS U.A.,
LOCAL 393

Redacted by the U.S.
Department of the Treasury

By:

Bill Guthrie
Business Manager

Dated: 10-13-16

Redacted by the U.S. Department
of the Treasury

By:

Rudy Carrasco
Assistant Business Manager

Dated: 8-12-16

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29

Redacted by the U.S.
Department of the Treasury

By:

Tamara R. Rubyn
President/Business Manager

Dated: 10/17/16

Redacted by the U.S. Department of the Treasury

By:

Derice L. Washington
Business Representative

Dated: 8/12/16

DLW/lm(PLU39314)
cwa 9415/aff-cio

WS 0645

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

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

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

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

Parties: OPEIU Local 29, the "Union; and
United Association Local 393, 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: September 1, 2011Check applicable line: X Rehabilitation Plan Schedule
 Default Rehabilitation Plan Schedule

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

EMPLOYER APPROVALRedacted by the U.S.
Department of the Treasury

Signature

Title: BUS. MANAGERDate: 2-16-12**UNION APPROVAL**

Redacted by the U.S. Department of the Treasury

Signature

Title: Business RepresentativeDate: 2/24/12PGS/uz(Relab/Adop2012)
com:9415/af/cio

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

29-0645

FEB 27 2012

**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: UA Local 393
Contract Person: Bill Meyer
Address: 6150 Cottle Road
City, State & Zip: San Jose, CA 95123
Telephone: (408) 225-3030

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*): Labor Organization
Note: Partners and sole proprietors cannot participate in the Plan but partnerships and sole proprietorships may cover their employees.
 - b. Employer is doing business under the following name(s) (attach separate page if more space is needed): UA Local 393.
 - c. Employer elects to participate in the Plan as a contributing employer.
 - d. Employer now has the following employees (insert number):
5 employees covered by the collective bargaining agreement; and
 employees who are not covered by the collective bargaining agreement.
 - e. Employer will distribute 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, under the attached collective bargaining agreement 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. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**

FEB 27 2012

- 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.

This agreement shall immediately terminate when the Employer is no longer required by a collective bargaining agreement or applicable Federal Labor Laws to contribute to the Plan.

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: _____

Redacted by the U.S.
Department of the Treasury

Print Name: Bill Meyer

Title: Business Manager

Date Signed: 2-16-12

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: _____

Print Name: Judith Zenk, Co-Chair

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Print Name: Michael Parmelee, Co-Chair

Date Signed: _____

WORKING AGREEMENT

BETWEEN

PORTLAND LOCAL 8 FEDERAL CREDIT UNION

AND THE

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

FOR THE PERIOD

JUNE 1, 2015

THROUGH

MAY 31, 2018

Section 4. If an employee chooses not to participate in the Employer sponsored health and welfare program, they shall receive \$500.00 per month added to their pay subject to all federal, state and local taxes.

ARTICLE 13. GROUP LIFE & DISABILITY INSURANCE

The Employer shall provide group life insurance coverage for each regular full-time employee after ninety (90) days of employment, in the amount of fifty thousand (\$50,000.00). The Employer shall pay the full cost incurred.

The Employer shall maintain the existing life and disability insurance coverage for each regular full-time employee after 1 year of employment. The Employer shall pay the full cost incurred.

ARTICLE 14. RETIREMENT PLANS

Section 1. Effective June 1, 2014, the Employer agrees to contribute to the Western States 401k Retirement Fund of the OPEIU a minimum contribution of one dollar (\$1.00) per compensable hour for each employee.

The Employer agrees to match up to an additional fifty cents (\$0.50) of an employee's contribution to the Western States 401k up to two thousand eighty (2,080) hours or one thousand forty dollars (\$1,040.00) per year.

- a. New employees will be prorated with each year of service as follows:

1 year of service	2080 hours at \$1.00 per hour
-------------------	-------------------------------

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 any amount permitted by law.

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 fees, costs and other expenses necessary to effect collection.

Section 9. Employer contributions shall commence on the hiring date of each bargaining unit 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. The Employer agrees to contribution to the Western States Office & Professional Employees Pension Fund the following amounts:

Effective June 1, 2011 - \$0.50 per compensable hour

Section 12. Employees shall have the right to designate, in writing, the amount per compensable hour (in full \$1.00 increments) to be contributed by the Employer into each retirement fund (i.e., 401(k), pension or bonds). Employees shall have the right to make changes to contributions every six (6) months or with employee committee decision. This option shall not increase the amount of total monies negotiated, as provided for in preceding sections, and neither the Employer, nor the Union shall be indemnified of responsibility for individual choices selected.

Section 13. Total Employer contributions for SEP IRA are as follows:
\$3.00 per compensable hour. Employee may elect to receive the \$3.00 per hour SEP IRA Employer contribution as regular pay, subject to all federal and state taxes and withholdings.

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.

Section 2. No clause in this Agreement shall be understood to imply any lowering of working conditions and rates of pay heretofore existing in the office of the employees.

Section 3. The Employer agrees not to discriminate against an employee because of their activity as a member of the Union.

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

ARTICLE 17. RATES OF PAY

Section 1. The wages herein established and shown in Schedule "A" shall be considered minimum wages and shall not prevent the payment of higher scales to any employee whose work may warrant.

Section 2. Paydays shall be at least semi-monthly and in no case shall more than five (5) days of pay be held back. Monthly pay shall reflect amount of hours worked.

WS 3702

MEMORANDUM OF UNDERSTANDING
between
PORTLAND 8 FEDERAL CREDIT UNION
and the
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

This Memorandum of Understanding is entered into between Portland Local 8 Federal Credit Union and the Office & Professional Employees International Union, Local 11 and specifically shall be in accordance with Article 15 Retirement Plans within the Collective Bargaining Agreement for Portland Local 8 Federal Credit Union and solely for membership employed there.

It is mutually agreed by all parties that the Employer agrees to continue a contribution of fifty cents (\$.50) 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 fifty cents (\$.50) per compensable hour shall be in full force and effect.

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

Agreed to on this _____ of February 2012.

Redacted by the U.S. Department of the Treasury

Rod O'Hearn/Vice Chairman
Portland Local 8 Federal Credit Union

Redacted by the U.S. Department of the Treasury

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

MLR/hg
opeiu11
aff-cio
MOU for PDX Local 8 WSP

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

APR 18 2012

**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: Portland Local & Federal Credit Union
Contract Person: Don Lamb
Address: 2435 NW Front Ave Ste A
City, State & Zip: Portland OR 97209
Telephone: (503) 223-9306

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): A Federally chartered CREDIT 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): PORTLAND LOCAL 8 FEDERAL CREDIT UNION

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

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

10 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: _____

Don Lamb

Title: _____

CFO

Date Signed: _____

4/14/2012

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: _____

Print Name: _____

Judith Zenk, Co-Chair

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Print Name: _____

Michael Parmelee, Co-Chair

Date Signed: _____

COLLECTIVE BARGAINING AGREEMENT

between

Preferred Mechanical Incorporated

and

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

ws 1/82



February 1, 2013 through January 31, 2014

ARTICLE XXIII - PENSION

- Section 1. Effective May 1, 2000 the 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 ONE DOLLAR AND EIGHTY CENTS (\$1.80) per hour worked. 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.
- Section 5. Effective January 1996, all employees may make voluntary contributions to the Sheet Metal Workers Local 359 Section 401(k) Plan known as (INVESCO FUNDS). These contributions may not be less than twenty-five cents (.25) per hour worked. Voluntary employee contributions may not begin until each employee has completed their ninety (90) day probationary period. The employer hereby agrees to contribute twenty-five (.25) per hour worked to the above mentioned 401(k) plan, on behalf of each employee.

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

ARTICLE XXVI - MANAGEMENT RIGHTS CLAUSE- Continued

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 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 February, 2013 to and including the 31st day of January, 2014, 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 February 1, 2013. If agreement upon such amendments or modifications is not reached prior to the 31st day of January, 2014, 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

Jack Johnson, President

Date

3-18-13

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL NO. 301

Redacted by the U.S. Department
of the Treasury

Walter Allen, Executive Director/CFO

Date

3/6/13

E-MAILED MAR 2 2013

Western States Office and
Professional Employees
Pension Fund

Employer
Participation
Agreement

RECEIVED
AUG 29 2011

WS 1182

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: Preferred Mechanical, Inc.
Contract Person: Jack Johnson
Address: P.O. Box 13488
City, State & Zip: Phoenix, AZ 85002
Telephone: 602-431-9844

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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


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

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

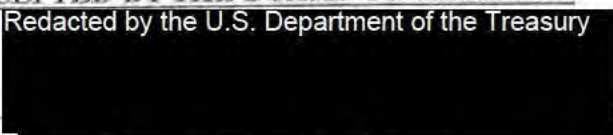
- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

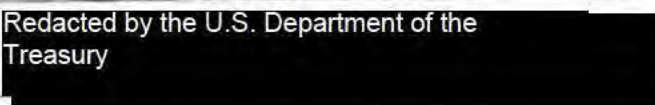
APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: 
Print Name: Jack Johnson
Title: President
Date Signed: 8-25-11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

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

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

