

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

SECOND SUSPENSION APPLICATION

Exhibit 15
(Part 1 of 12)



**ABF FREIGHT SYSTEM, INC.
and
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 30**



DENVER, CO

October 1, 2013 through September 30, 2018

one hundred (100) hours per month for full time positions, and sixty (60) hours per month for part-time positions.

13.2 ELIGIBLE EMPLOYEES – Active employees (not laid off) on the seniority roster shall be eligible for health and hospital benefits under a plan.

13.3 NON-ELIGIBLE EMPLOYEES – Employees not eligible for coverage under this Article are as follows:

- (a) Laid off employees;
- (b) Casual employees (employees having no seniority rights);
- (c) Employees suffering an injury or illness covered by Worker's Compensation benefits;
- (d) Employees on leave of absence.

13.4 The Company retains the right to change its health and welfare benefits plan and providers. The Company shall notify the Union of such changes and further, the Union shall notify the Company where to send required premiums should changes take place.

ARTICLE 14 – PENSION PLAN

14.1 COMPANY PENSION CONTRIBUTIONS – For full time employees (not laid off) on seniority roster, to make a contribution on behalf of each employee to the Western States Office Employees Pension Fund not to exceed forty (40) times the hourly contribution rate per week. The Pension fund rates shall be frozen at the level of the October 1, 2012 rates for the remainder of this contract.

<u>Effective Date</u>	<u>Rate Per Hour</u>
10-1-13	\$9.25
10-1-14	\$9.25
10-1-15	\$9.25
10-1-16	\$9.25
10-1-17	\$9.25

In the event that future federal legislation allows ABF to reduce its pension contribution rates which would not cause a reduction in benefits, the Company reserves the right to reopen the ABF OPEIU Local 30 contract as it relates to the pension contribution rates. If the parties do not agree on a mutually satisfactory resolution to negotiations over such issues within sixty (60) days of the start of such negotiations, either party shall be permitted all legal or economic recourse in support of its proposals on this matter notwithstanding any provisions of this Agreement to the contrary.

- (a) Subject to the forty (40) hour maximum, contributions shall be made for each full hour worked by each employee.

- (b) If an employee is injured on the job, the Company shall continue to make the required contributions until the employee returns to work, but not to exceed five hundred twenty (520) hours of contributions for missed work opportunities.

ARTICLE 15 – SENIORITY

15.1 DEFINITIONS:

Regular Employee - An employee with an established seniority date.

Permanent Part-Time Employee - A regular employee with a set schedule of less than 40 hours per week.

Probationary Employee - A regular employee in probationary status as defined in 15.3 of this Article.

Active Employee - A regular employee not in layoff status.

Unassigned Employee - An active employee in an unassigned status as provided in Article 19.2 of this Agreement.

Laid-off Employee - A regular employee who is in layoff status by proper written notice from the Company.

Casual Employee - An employee having no seniority rights under this Agreement. Unless specifically provided otherwise, casual employees are not entitled to any of the benefits or guarantees of this Agreement, except the hourly wage rate when put to work.

Unless the language in the Agreement clearly refers to a specific employee definition(s), the term employee(s) shall be deemed to encompass all regular employees (those having established seniority dates).

15.2 SENIORITY RIGHTS – Seniority shall prevail for layoff, recall, transfer and job assignment, provided the employee is qualified to perform the job. There shall be one (1) bargaining unit consisting of one (1) office seniority roster. Seniority shall be continuous from the date on which the employee acquires seniority under this Agreement, except as provided in Article 7.5 (LEAVES OF ABSENCE).

15.3 FORMULA FOR ACQUIRING SENIORITY – When any casual employees are worked (either full-time or part-time) for thirty (30) working days in any consecutive two (2) calendar month period, the Company shall be required to add an employee to the seniority roster. Days or hours worked replacing regular employees absent for any reason shall not be counted.

shall remain in full force and effect. Any substitution for the invalidated portion which is mutually agreed upon between the parties shall be reduced to writing and made a part of this Agreement.

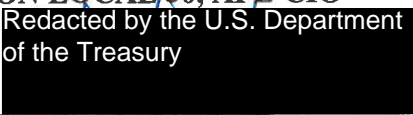
ARTICLE 30 – DURATION

30.1 This Agreement shall continue in full force and effect from October 1, 2013 to and including September 30, 2018 and shall thereafter be automatically renewed from year to year unless either party notifies the other of its desire to change, modify or terminate the Agreement.

Either party desiring to change, modify or terminate this Agreement must notify the other party in writing at least sixty (60) and no more than ninety (90) days prior to the expiration date of this Agreement or any year in which notice of change or termination is given.

The parties agree that, if practical, all proposals for a new contract shall be exchanged between the parties at least forty-five (45) days prior to the expiration date of this Agreement. Such proposal shall be specific as to the exact articles desired to be changed or new articles to be added.


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

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

Title: Executive Director/ CFO

Date: Jan. 29, '14

ABF FREIGHT SYSTEM, INC.

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

Title: Director, Industrial Relations

Date: 2-6-14

ABF WS0388									
12 Month Period		Base Contributions	Surcharge Paid, if any	Total Contributions Paid to Date	Applicable Sup. Employer Schedule Rate	Supplemental Employer Contributions (C x G)	Amount Owed (H-D)	Interest on Amount Owed at 7.25% to 9/1/2016	Total Amount Owed with Interest to 9/1/2016
10/1/2013	9/30/2014	68,181.75	1,658.59	69,840.34	80%	54,545.40	52,886.41	7,592.73	60,479.14
10/1/2014	9/30/2015	67,571.25	-	67,571.25	80%	54,057.00	54,057.00	3,581.96	57,638.96
10/1/2015	5/31/2016	44,187.25	-	44,187.25	80%	35,349.80	35,349.80	624.00	35,973.80
		179,940.25	1,658.59	181,598.84		143,952.20	142,293.21	11,798.69	154,091.90

ABF WS0412									
12 Month Period		Base Contributions	Surcharge Paid, if any	Total Contributions paid to date	Applicable Sup. Employer Schedule Rate	Default Supplemental Employer Contributions (C x G)	Amount Owed (H-D)	Interest on Amount Owed at 7.25% to 9/1/2016	Total Amount Owed with Interest to 9/1/2016
6/1/2013	5/31/2014	43,065.30	2,504.92	45,570.22	78%	33,590.93	31,086.01	5,302.05	36,388.06
6/1/2014	5/31/2015	46,219.81	-	46,219.81	80%	36,975.85	37,530.09	3,431.45	40,961.54
6/1/2015	5/31/2016	46,707.94	-	46,707.94	80%	37,366.35	24,709.55	436.17	25,145.72
		135,993.05	2,504.92	138,497.97		107,933.13	93,325.65	9,169.67	102,495.32

TOTALS	
	154,091.90
ABF WS0412	102,495.32
	256,587.22

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 30, the "Union; and
ABF Freight, the "Employer"

Effective Date: As of the date signed by both parties.

The Union and the Employer hereby agree to amend their Collective Bargaining Agreement(s) as follows, consideration for which is the mutual terms and conditions of this Agreement:

1. The Employer adopts the Rehabilitation Plan Schedule (regular schedule, not default schedule) under the Plan's Rehabilitation Plan, retroactive to the date stated below:

ABF WS0388: retroactive to October 1, 2013; and
ABF WS0412: retroactive to June 1, 2013.

2. The Employer agrees to contribute to the Plan at the rates required under the CBA and the Rehabilitation Plan schedule.
3. The Parties agree that their adoption of the Rehabilitation Plan is effective for the duration of the current CBA and to any renewals or extensions of the CBA.
4. Adoption of this Agreement satisfies the requirement, in the WSOPE Rehabilitation Plan Settlement Agreement agreed to by the Parties, that Employer adopt the Rehabilitation Plan.

EMPLOYER APPROVAL

Signature

Title: _____

Date: _____

UNION APPROVAL

Redacted by the U.S. Department of
the Treasury

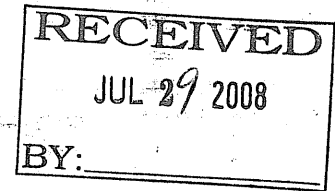
Signature

Title: ERSC. JIA / CFO

Date: Sept. 6, 2016



251-0412



A G R E E M E N T

Between

ABF FREIGHT SYSTEM, INC.

and

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL #251
AFL-CIO**

ALBUQUERQUE, NEW MEXICO

ARTICLE 13 - HEALTH CARE

Section 1 - Eligible Employees

Full time employees (not laid off) on the seniority roster shall be eligible for health and hospital benefits, including dental and eye care, short-term and long-term disability (non-exempt), under a plan sponsored and administered by the Employer. The plan, entitled "Arkansas Best Corporation Welfare Benefits Plan" is made a part of this Agreement for the purpose of defining the benefits under this Article.

Section 2 - Non-eligible Employees

Employees not eligible for coverage under this Article are as follows:

- (a) Laid-off employees;
- (b) Casual employees (employees having no seniority rights);
- (c) Part-time employees working less than thirty (30) hours per week;
- (d) Employees suffering an injury or illness covered by Workers' Compensation benefits.

Section 3 - Appeal Procedure

In the event of a dispute, the appeal procedure described in the Plan will be followed. In the event the employee feels the decision is unfair, he may invoke the provisions of Article 27, Arbitration.

Section 4 - Health Insurance Premium Co-Pay

If, during the life of this agreement, it is necessary for ABF to increase the premium co-pay, those employees covered by this Agreement shall be reimbursed for the cost of the increase in premium co-payment on a weekly basis (This Section may be opened by either party within a thirty (30) day written notice.)

ARTICLE 14 - PENSION PLAN

For full time employees (not laid off) on the seniority roster, the Employer agrees, effective on the dates and in the amounts per hour indicated below, to make a contribution on behalf of each employee to the Western States Office Employees Pension Fund.

Effective Date: June 1, 2008	Rate Per Hour: \$3.85
Effective Date: June 1, 2009	Rate Per Hour: \$4.00
Effective Date: June 1, 2010	Rate Per Hour: \$4.15
Effective Date: June 1, 2011	Rate Per Hour: \$4.30
Effective Date: June 1, 2012	Rate Per Hour: \$4.45

- (a) Subject to a maximum of two thousand eighty (2080) hours per calendar year and subsection (c) below, contributions shall be made for each compensable hour.
- (b) If an employee is injured on the job, the Employer shall continue to make the required contributions not to exceed forty (40) times the hourly contribution rate per week, until the employee returns to work, but not to exceed six (6) months.
- (c) This section shall not apply to employees with less than eighty-one (81) compensable hours per month.

ARTICLE 31 – COST OF LIVING ADJUSTMENT

All regular employees shall be covered by the provisions of a cost-of-living allowance as set forth in this Article.

The amount of the cost-of-living allowance shall be determined as provided below on the basis of the "Consumer Price Index for Urban 45 Wage earners and Clerical Workers", CPI-W (Revised Series Using 1982-84 Expenditure Patterns), All-Items (1982-84-100), published by the Bureau of Labor Statistics, U. S. Department of Labor and referred to herein as the "Index".

Effective April 1, 2009 and every April 1 thereafter during the life of the agreement, a cost-of-living allowance will be calculated on the basis of the difference between the Index for January 2008 (published February 2008) and the Index for January 2009 (published February 2009) with a similar calculation for every year thereafter, as follows:

For every 0.2 point increase in the Index over and above the base (prior year's) Index plus 3.0%, there will be a 1 cent increase in the hourly wage rates payable on April 1, 2009 and every April 1 thereafter. These increases shall only be payable if they equal a minimum of five cents (\$.05) in a year.

All cost-of-living allowances paid under this agreement will become and remain a fixed part of the base wage rate for all job classifications. A decline in the Index shall not result in the reduction of classification base wage rates.

ARTICLE 32 - DURATION

This Agreement shall continue in full force and effect from September 1, 2008 to and including May 31, 2013 and shall thereafter be automatically renewed from year to year unless either party notifies the other of its desire to change, modify or terminate the Agreement.

Either party desiring to change, modify or terminate this Agreement must notify the other party in writing at least sixty (60) days prior to the expiration date of the Agreement or any year in which notice of change or termination is given.

The parties agree that all proposals for a new contract shall be exchanged between the parties at least forty-five (45) days before the expiration date of the Agreement. Such contract proposal shall be specific as to the exact articles desired to be changed or new articles to be added.

ABF FREIGHT SYSTEM, INC.

Redacted by the U.S. Department of the Treasury

By: _____

Title: VP, Industrial Relations

Date: 6-11-08

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL #251
AFL-CIO

Redacted by the U.S. Department of the Treasury

By: _____

Title: President

Date: July 14, 2008

ABF WS0388									
12 Month Period		Base Contributions	Surcharge Paid, if any	Total Contributions Paid to Date	Applicable Sup. Employer Schedule Rate	Supplemental Employer Contributions (C x G)	Amount Owed (H-D)	Interest on Amount Owed at 7.25% to 9/1/2016	Total Amount Owed with Interest to 9/1/2016
10/1/2013	9/30/2014	68,181.75	1,658.59	69,840.34	80%	54,545.40	52,886.41	7,592.73	60,479.14
10/1/2014	9/30/2015	67,571.25	-	67,571.25	80%	54,057.00	54,057.00	3,581.96	57,638.96
10/1/2015	5/31/2016	44,187.25	-	44,187.25	80%	35,349.80	35,349.80	624.00	35,973.80
		179,940.25	1,658.59	181,598.84		143,952.20	142,293.21	11,798.69	154,091.90

ABF WS0412									
12 Month Period		Base Contributions	Surcharge Paid, if any	Total Contributions paid to date	Applicable Sup. Employer Schedule Rate	Default Supplemental Employer Contributions (C x G)	Amount Owed (H-D)	Interest on Amount Owed at 7.25% to 9/1/2016	Total Amount Owed with Interest to 9/1/2016
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6/1/2014	5/31/2015	46,219.81	-	46,219.81	80%	36,975.85	37,530.09	3,431.45	40,961.54
6/1/2015	5/31/2016	46,707.94	-	46,707.94	80%	37,366.35	24,709.55	436.17	25,145.72
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TOTALS	
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ABF WS0412	102,495.32
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Effective Date: As of the date signed by both parties.

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ABF WS0412: retroactive to June 1, 2013.

2. The Employer agrees to contribute to the Plan at the rates required under the CBA and the Rehabilitation Plan schedule.
3. The Parties agree that their adoption of the Rehabilitation Plan is effective for the duration of the current CBA and to any renewals or extensions of the CBA.
4. Adoption of this Agreement satisfies the requirement, in the WSOPE Rehabilitation Plan Settlement Agreement agreed to by the Parties, that Employer adopt the Rehabilitation Plan.

EMPLOYER APPROVAL

Signature

Title: _____

Date: _____

UNION APPROVAL

Redacted by the U.S. Department of
the Treasury

Signature

Title: ERSC. JIA / CFO

Date: Sept. 6, 2016



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

FOR THE MASTER TRADE SECTION

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

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

Suzanne Mode
Business Manager

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

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

By _____
Employer

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

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

8-
8133

FEB 14 2011

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: AFT Washington
Contract Person: Elizabeth Ferrell-Gray
Address: 625 Andover Park W, Ste 111
City, State & Zip: Inkwell, WA 98188
Telephone: 206.432.8088

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE: _____

Print Name: Sandra Schroeder

Title: President

Date Signed: 2/10/2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: Judith Zenk, Co-Chair

Date Signed: NOV 03 2011

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: Michael Parmelee, Co-Chair

Date Signed: NOV 03 2011

OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

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

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

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

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

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

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

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

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 8

Redacted by the U.S. Department of the Treasury

By _____
Suzanne Mode
Business Manager

FOR THE TRADE SECTION EMPLOYERS

Redacted by the U.S.
Department of the Treasury

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

Trade Section Employers Participating in Western States Pension Fund

2016

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

#8133

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

#8111

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

#8222

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

#8152

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

#8155

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

#8240

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

#8181

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

#8253

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

#8109

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

#8101

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

#8255

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

#775

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

#8235

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

#8162

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

#8138

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

#8127

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

#8241

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

#8108

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

#8154

- 20) SPRINKLER FITTERS AND APPRENTICES LOCAL NO. 699
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Seattle, WA 98121

#8118

- 21) STREET PAVERS, SEWER, WATERMAIN AND TUNNEL WORKERS UNION LOCAL NO. 440
565 13th Avenue
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#8164

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

#8226

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

#8126



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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MASTER TRADE SECTION

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

FOR THE PERIOD OF

APRIL 1, 2016 THROUGH MARCH 31, 2019

ARTICLE 15

PENSIONS

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

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

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

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

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

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

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

ARTICLE 22

TERMINATION AND RENEWAL

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

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

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

Redacted by the U.S. Department of the
Treasury

By

Suzanne Mode
Business Manager

Redacted by the U.S. Department of the
Treasury

By

David Ciprut, REBOUND
Bargaining Committee

Redacted by the U.S. Department of
the Treasury

By

Fred Hutchins, IBEW Local 77
Bargaining Committee

Redacted by the U.S. Department of
the Treasury

By

Traci Miller, Heat & Frost Insulators Local 7
Bargaining Committee

Redacted by the U.S. Department
of the Treasury

By

Carol O'Neill, Sprinkler Fitters Local 699
Bargaining Committee

Redacted by the U.S. Department of the
Treasury

By

Tyler Walser, IBEW Local 77
Bargaining Committee

FOR THE MASTER TRADE SECTION

Redacted by the U.S. Department of the
Treasury

By

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

By

Employer

APR 20 2011

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

**Employer
Participation
Agreement**

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

1. Employer Information.

WS 8111

Name: Amalgamated Transit Union Local 587
Contract Person: Paul B. Neil, Financial Secretary/Treasurer
Address: 2815 Second Avenue - Suite 230
City, State & Zip: Seattle, WA 98121
Telephone: (206) 448-8588

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

FEB 28 2011

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): ATU Local 587.

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

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

4 employees covered by the collective bargaining agreement; and

5 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.

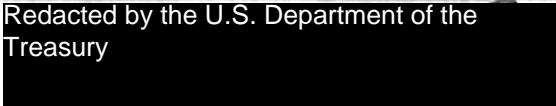
b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based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

FEB 28 2011

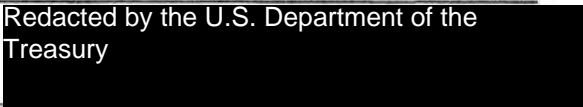
- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.


APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: 
Print Name: Paul B. Neil
Title: Financial Secretary/Treasurer
Date Signed: 2-22-2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

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

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

FEB 28 2011

OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

8-8138

Piledrivers
23916

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
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- 13) INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION LOCAL NO. 52
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2800 First Avenue, Room 216
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- 18) SEATTLE AREA PLUMBING AND PIPEFITTING APPRENTICESHIP AND JOURNEYMEN TRAINING TRUST
595 Monster Rd. SW #100
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314 First Ave. W
Seattle, WA 98119

#8126

WS 0169
WS 0913
WS 0173
WS 1166

WS 0153
WS 4340
WS 1144
WS 0155

WS 1067
WS 0726

All at 80% Supplemental.
\$6.25 Hourly Rate.

**TRADE UNION OFFICE AGREEMENT
ALAMEDA COUNTY**

And

RECEIVED
APR 06 2016

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

JULY 1, 2014 – JUNE 30, 2016



Bricklayers APPR OAKLAND =
Bricklayers JATC

July 1, 2014 – June 30, 2016

TRADE UNION OFFICE AGREEMENT - ALAMEDA COUNTY

THIS AGREEMENT, made and entered into on this 1st day of July 2014, by and between Alameda Master Trade Union Agreement, On behalf of Alameda county Central Labor Council, Amalgamated Transit Union 192, Amalgamated Transit Union 1555, Building/Construction Trades Council of Alameda, Bricklayers JATC, Communications Workers of America Union Local 9415, International Brotherhood Electrical Workers of Union Local 595, International Brotherhood Electrical Workers of Union JATC, Iron Workers Union Local 378, Work Preservation Fund, party of the first part, hereinafter called the Employer, and **OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29**, affiliated with the Office and Professional Employees International Union, AFL-CIO, party of the second part, hereinafter called the Union.

WITNESSETH

In consideration of the premises and of the respective promises, agreements and covenants of the parties hereto, that the said parties do hereby mutually agree as follows, to wit:

ARTICLE 1. RECOGNITION

The Employer recognizes the union as the sole collective bargaining agent for all office employees except all regularly elected officers and appointed officers of the Employer.

ARTICLE 2. UNION SECURITY

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on or before the thirtieth (30th) day following the effective date of this Agreement, become and remain a member in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or before the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

The Employer agrees to advise the Union of existing vacancies in the classifications covered by this Agreement and to afford it an opportunity to send applicants for these positions. The Employer will notify the Union of any position openings prior to other recruitment efforts being made in an attempt to fill the specific positions with outside applicants.

ARTICLE 11. CLASSIFICATIONS AND MINIMUM WAGE SCALES - continued

- (f) Nothing shall prevent the Employer from paying higher than the minimum set forth above.
- (g) It is understood and agreed that no employee shall suffer any reduction in wages and conditions as a result of the signing of this Agreement.
- (h) All part-time employees shall receive all the benefits of the Agreement on a pro-rata basis.
- (i) New employees who have had previous experience in a Trade Union office shall be credited with such experience and shall be placed in the wage schedule in accordance with such credit. New employees who have had previous comparable experience in offices other than Trade Union offices shall be credited with such experience up to a maximum of twenty-one (21) months.
- (j) Work in a higher classification is to be paid at the higher rate after a minimum of four (4) hours work in the higher classification.
- (k) Any positions not now covered by this Article, or any positions which may be established during the term of this Agreement, shall be subject to negotiations between the Employer and the Union. Such positions shall not be established and put into operation until such time as agreement is reached between the parties as to classification and rate of pay for the position. In the event the parties are unable to agree as to the classification and rate of pay for the position in question, the dispute shall be resolved in accordance with the provisions of subsection (b) of Article 30 of this Agreement.
- (l) Any jobs created by virtue of the above shall be offered to qualified employees within the collective bargaining unit prior to the Employer hiring new employees. In the event any employees within the collective bargaining unit would be displaced, the Employer agrees to institute a reasonable training program in an effort to qualify such employees prior to hiring any new employees.

ARTICLE 12. PENSION PLAN

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

Effective 11/1/2009
\$6.25

The Union and the Employer agree to hold educational meetings with the Employers and Union members with regard to the Western States Pension.

The Union agrees to meet and discuss with the following Employers Ninety (90) days after ratification to discuss the Pension.

ARTICLE 12. PENSION PLAN - continued

- (b) Eligibility for coverage under the plan shall be that employees shall have contributions made on their behalf for all hours paid, including, but not limited to, holidays, vacation, sick leave, jury duty, bereavement leave, etc.

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

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

ARTICLE 13. TERMINATION PAY

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

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

- (b) The Employer shall have the right to discharge any employee for just cause, but no employee shall be discharged or discriminated against by reason of Union membership or Union activities.
- (c) Employees may not be discharged unless the Employer has given the employee a letter of warning (with copy to the Union) setting forth complaint. Employee shall be allowed a reasonable period of time to correct such complaint. Letters of complaint will be invalid after a period of one (1) year (in compliance with Article 30 - Grievance Procedure).
- (d) In the event an employee terminates, for any reason, after six (6) months' employment, s/he shall be entitled to pro-rated vacation pay from the Employer in addition to said two (2) weeks' notice.
- (e) In cases of discharge or layoff of employees of six (6) months' continuous service, good or sufficient reasons shall be given the Union two (2) weeks prior to the date of termination of employment.

ARTICLE 32. UNION ELECTIONS

No Employer, officer, manager or supervisor shall require an employee covered by this Agreement to perform work, provide materials or information in violation of federal law for use in any campaign for political office in the employing Union. Employee's participation in the Employer's election process shall be strictly limited to official election functions such as preparation of official materials, tallying of ballots, reporting of election results under the direction of the official Election Committee or its designee.

ARTICLE 33. SUCCESSORS AND ASSIGNS

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

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

ARTICLE 34. INDUSTRIAL WELFARE COMMISSION ORDER

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

ARTICLE 35. DURATION OF AGREEMENT, PROVISIONS FOR AMENDMENT

This Agreement, together with all provisions herein set forth, shall continue in full force and effect from July 1, 2014 through June 30, 2016 and shall continue in full force and effect thereafter from year to year unless either party has served the other party written notice of its desire to change or modify this Agreement sixty (60) days prior to the date of expiration. In such event, negotiations shall be reopened in order to revise the section or sections regarding which notice of the proposed changes has been served. When agreed upon, these changes shall be incorporated into this Agreement effective as of the beginning of the year's term for which the revisions were proposed.

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

FOR THE EMPLOYER:

**ALAMEDA BUILDING & CONST.
TRADES COUNCIL**

Redacted by the U.S.
Department of the Treasury

By: _____

Andreas Cluver
Secretary-Treasurer

Date: 2/23/16

**ALAMEDA LABOR COUNCIL,
AFL-CIO**

Redacted by the U.S. Department of
the Treasury

By: _____

Josie Camacho
Executive Secretary-Treasurer

Date: 2/27/16

FOR THE UNION:

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

Redacted by the U.S. Department of the Treasury

By: _____

Tamara R. Rubyn
President/Business Manager

Date: 3/2/16

Redacted by the U.S. Department
of the Treasury

By: _____

Kelly Gschwend
Vice President/Business Representative

Date: 3-2-16

The Alameda Master Agreement covers the following Employers:

Alameda County Central Labor Council, Amalgamated Transit Union 192, Amalgamated Transit Union 1555, Building/Construction Trades Council of Alameda, Bricklayers JATC, Communications Workers of America Union Local 9415, International Brotherhood Electrical Workers of Union Local 595, International Brotherhood Electrical Workers of Union JATC, Iron Workers Union Local 378, Work Preservation Fund.

KG/lm(ALATRADMAST2014)
cwa:9415/afl-cio

AGREEMENT TO EXTEND CONTRACT

Between

ALAMEDA MASTER TRADE UNION AGREEMENT,

On behalf of Alameda Labor Council, Amalgamated Transit Union 192, Amalgamated Transit Union 1555, Building/Construction Trades Council of Alameda, Bricklayers Apprenticeship Program, Communications Workers of America Union Local 9415, International Brotherhood Electrical Workers of Union Local 595, International Brotherhood Electrical Workers of Union JATC, Iron Workers Union Local 378

And

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

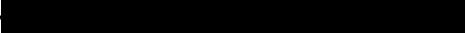
The parties hereby agree to extend the Collective Bargaining Agreement between Alameda Master Trade Union Agreement represented above and Office and Professional Employees International Union Local 29 in full force and effect subject to termination by either party on Seventy-Two (72) hours written notice.

The parties also agree that any economic increases that are agreed to as a result of bargaining shall be retroactive to the initial date of expiration of the Agreement, *unless negotiated otherwise.* *AFC* *16*

Any and all disputes arising related to interpretation of this Agreement are subject to the grievance procedure in the Collective Bargaining Agreement.

**ALAMEDA MASTER TRADE UNION
AGREEMENT**

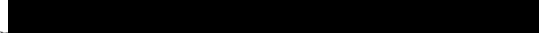
Redacted by the U.S. Department of
the Treasury

By: 
Andreas Cluver
Secretary-Treasurer
Alameda Bldg. & Const. Trades Council

Date: 6/27/16

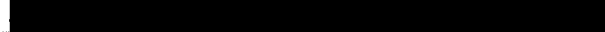
**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29**

Redacted by the U.S.
Department of the Treasury

By: 
Kelly Gschwend
Vice President/Business Representative

Date: 6-27-16

Redacted by the U.S. Department of the Treasury

By: 
Josie Camacho,
Executive Secretary-Treasurer
Alameda Labor Council

Date: 6/27/16

/lm(AlamedaMaster/AlamedaMasterExtAgmt06232016)
cwa:9415/afl-cio

WS0913

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

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

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

AGREEMENT TO ADOPT REHABILITATION PLAN

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

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

Employers under the Alameda Trade Master Agreement (Alameda Labor Council, ATU 192, ATU 1555, Bay Cities Metal Trades Council, Building/Construction Trades Council of Alameda, Bricklayers Apprenticeship Program, CWA 9415, IBEW 595, IBEW JATC, Iron Workers Union Local 378, Work Preservation Fund), 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: January 1, 2013

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

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

EMPLOYER APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title: Secretary-Treasurer

Date: 4/5/13

Redacted by the U.S. Department of the Treasury

Signature

Title: Exec. Sec. Treas.

Date: 4-5-13

UNION APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title: Vice President / Bus. Rep.

Date: 4/5/13

PGS/lm(RelubAdop2013)AlamedaMaster(ERc)/l cwa 9415/afl-cio

7877 Oakport Street | Suite 480 | Oakland, California 94621 | Phone (510) 746-5960 | Fax (510) 746-5977 | www.opelu29.org

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

**Employer
Participation
Agreement**

RECEIVED
MAR 14 2011

WS0913

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: Amalgamated Transit Union Local 1155[#]
Contract Person: Anterette Bryant
Address: 132 Ninth St Suite 100
City, State & Zip: Oakland CA 94607
Telephone: (510) 763-1555

2. Local Information.

Employer has a collective bargaining agreement with Local Union 89 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a (insert form of business): Non-profit 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): Amalgamated Transit Union

c. Employer elects to participate in the Plan as a contributing employer. Local 1555

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

1 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

Christine Nicholas

Financial Secretary / Treasurer

3/10/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Judith Zenk, Co-Chair

NOV 16 2011

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Michael Parmelee, Co-Chair

NOV 16 2011

WS 0169
WS 0913
WS 0173
WS 1166

WS 0153
WS 4340
WS 1144
WS 0155

WS 1067
WS 0726

All at 80% Supplemental.
\$6.25 Hourly Rate.

**TRADE UNION OFFICE AGREEMENT
ALAMEDA COUNTY**

And

RECEIVED
APR 06 2016

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

JULY 1, 2014 – JUNE 30, 2016



Bricklayers APPR OAKLAND =
Bricklayers JATC

July 1, 2014 – June 30, 2016

TRADE UNION OFFICE AGREEMENT - ALAMEDA COUNTY

THIS AGREEMENT, made and entered into on this 1st day of July 2014, by and between Alameda Master Trade Union Agreement, On behalf of Alameda county Central Labor Council, Amalgamated Transit Union 192, Amalgamated Transit Union 1555, Building/Construction Trades Council of Alameda, Bricklayers JATC, Communications Workers of America Union Local 9415, International Brotherhood Electrical Workers of Union Local 595, International Brotherhood Electrical Workers of Union JATC, Iron Workers Union Local 378, Work Preservation Fund, party of the first part, hereinafter called the Employer, and **OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29**, affiliated with the Office and Professional Employees International Union, AFL-CIO, party of the second part, hereinafter called the Union.

WITNESSETH

In consideration of the premises and of the respective promises, agreements and covenants of the parties hereto, that the said parties do hereby mutually agree as follows, to wit:

ARTICLE 1. RECOGNITION

The Employer recognizes the union as the sole collective bargaining agent for all office employees except all regularly elected officers and appointed officers of the Employer.

ARTICLE 2. UNION SECURITY

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on or before the thirtieth (30th) day following the effective date of this Agreement, become and remain a member in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or before the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

The Employer agrees to advise the Union of existing vacancies in the classifications covered by this Agreement and to afford it an opportunity to send applicants for these positions. The Employer will notify the Union of any position openings prior to other recruitment efforts being made in an attempt to fill the specific positions with outside applicants.

ARTICLE 11. CLASSIFICATIONS AND MINIMUM WAGE SCALES - continued

- (f) Nothing shall prevent the Employer from paying higher than the minimum set forth above.
- (g) It is understood and agreed that no employee shall suffer any reduction in wages and conditions as a result of the signing of this Agreement.
- (h) All part-time employees shall receive all the benefits of the Agreement on a pro-rata basis.
- (i) New employees who have had previous experience in a Trade Union office shall be credited with such experience and shall be placed in the wage schedule in accordance with such credit. New employees who have had previous comparable experience in offices other than Trade Union offices shall be credited with such experience up to a maximum of twenty-one (21) months.
- (j) Work in a higher classification is to be paid at the higher rate after a minimum of four (4) hours work in the higher classification.
- (k) Any positions not now covered by this Article, or any positions which may be established during the term of this Agreement, shall be subject to negotiations between the Employer and the Union. Such positions shall not be established and put into operation until such time as agreement is reached between the parties as to classification and rate of pay for the position. In the event the parties are unable to agree as to the classification and rate of pay for the position in question, the dispute shall be resolved in accordance with the provisions of subsection (b) of Article 30 of this Agreement.
- (l) Any jobs created by virtue of the above shall be offered to qualified employees within the collective bargaining unit prior to the Employer hiring new employees. In the event any employees within the collective bargaining unit would be displaced, the Employer agrees to institute a reasonable training program in an effort to qualify such employees prior to hiring any new employees.

ARTICLE 12. PENSION PLAN

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

Effective 11/1/2009
\$6.25

The Union and the Employer agree to hold educational meetings with the Employers and Union members with regard to the Western States Pension.

The Union agrees to meet and discuss with the following Employers Ninety (90) days after ratification to discuss the Pension.

ARTICLE 12. PENSION PLAN - continued

- (b) Eligibility for coverage under the plan shall be that employees shall have contributions made on their behalf for all hours paid, including, but not limited to, holidays, vacation, sick leave, jury duty, bereavement leave, etc.

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

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

ARTICLE 13. TERMINATION PAY

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

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

- (b) The Employer shall have the right to discharge any employee for just cause, but no employee shall be discharged or discriminated against by reason of Union membership or Union activities.
- (c) Employees may not be discharged unless the Employer has given the employee a letter of warning (with copy to the Union) setting forth complaint. Employee shall be allowed a reasonable period of time to correct such complaint. Letters of complaint will be invalid after a period of one (1) year (in compliance with Article 30 - Grievance Procedure).
- (d) In the event an employee terminates, for any reason, after six (6) months' employment, s/he shall be entitled to pro-rated vacation pay from the Employer in addition to said two (2) weeks' notice.
- (e) In cases of discharge or layoff of employees of six (6) months' continuous service, good or sufficient reasons shall be given the Union two (2) weeks prior to the date of termination of employment.

ARTICLE 32. UNION ELECTIONS

No Employer, officer, manager or supervisor shall require an employee covered by this Agreement to perform work, provide materials or information in violation of federal law for use in any campaign for political office in the employing Union. Employee's participation in the Employer's election process shall be strictly limited to official election functions such as preparation of official materials, tallying of ballots, reporting of election results under the direction of the official Election Committee or its designee.

ARTICLE 33. SUCCESSORS AND ASSIGNS

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

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

ARTICLE 34. INDUSTRIAL WELFARE COMMISSION ORDER

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

ARTICLE 35. DURATION OF AGREEMENT, PROVISIONS FOR AMENDMENT

This Agreement, together with all provisions herein set forth, shall continue in full force and effect from July 1, 2014 through June 30, 2016 and shall continue in full force and effect thereafter from year to year unless either party has served the other party written notice of its desire to change or modify this Agreement sixty (60) days prior to the date of expiration. In such event, negotiations shall be reopened in order to revise the section or sections regarding which notice of the proposed changes has been served. When agreed upon, these changes shall be incorporated into this Agreement effective as of the beginning of the year's term for which the revisions were proposed.

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

FOR THE EMPLOYER:

**ALAMEDA BUILDING & CONST.
TRADES COUNCIL**

Redacted by the U.S.
Department of the Treasury

By: _____

Andreas Cluver
Secretary-Treasurer

Date: _____

2/23/16

**ALAMEDA LABOR COUNCIL,
AFL-CIO**

Redacted by the U.S. Department of the
Treasury

By: _____

Josie Camacho
Executive Secretary-Treasurer

Date: _____

2/27/16

FOR THE UNION:

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

Redacted by the U.S. Department of the
Treasury

By: _____

Tamara R. Rubyn
President/Business Manager

Date: _____

3/2/16

Redacted by the U.S. Department
of the Treasury

By: _____

Kelly Gschwend
Vice President/Business Representative

Date: _____

3-2-16

The Alameda Master Agreement covers the following Employers:

Alameda County Central Labor Council, Amalgamated Transit Union 192, Amalgamated Transit Union 1555, Building/Construction Trades Council of Alameda, Bricklayers JATC, Communications Workers of America Union Local 9415, International Brotherhood Electrical Workers of Union Local 595, International Brotherhood Electrical Workers of Union JATC, Iron Workers Union Local 378, Work Preservation Fund.

KG/lm(ALATRADMAST2014)
cwa:9415/afl-cio

AGREEMENT TO EXTEND CONTRACT

Between

ALAMEDA MASTER TRADE UNION AGREEMENT,

On behalf of Alameda Labor Council, Amalgamated Transit Union 192, Amalgamated Transit Union 1555, Building/Construction Trades Council of Alameda, Bricklayers Apprenticeship Program, Communications Workers of America Union Local 9415, International Brotherhood Electrical Workers of Union Local 595, International Brotherhood Electrical Workers of Union JATC, Iron Workers Union Local 378

And

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

The parties hereby agree to extend the Collective Bargaining Agreement between Alameda Master Trade Union Agreement represented above and Office and Professional Employees International Union Local 29 in full force and effect subject to termination by either party on Seventy-Two (72) hours written notice.

The parties also agree that any economic increases that are agreed to as a result of bargaining shall be retroactive to the initial date of expiration of the Agreement, *unless negotiated otherwise.* *AFC* *16*

Any and all disputes arising related to interpretation of this Agreement are subject to the grievance procedure in the Collective Bargaining Agreement.

**ALAMEDA MASTER TRADE UNION
AGREEMENT**

Redacted by the U.S.
Department of the Treasury

By: _____
Andreas Cluver
Secretary-Treasurer
Alameda Bldg. & Const. Trades Council

Date: 6/27/16

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

Redacted by the U.S. Department of the
Treasury

By: _____
Kelly Gschwend
Vice President/Business Representative

Date: 6-27-16

Redacted by the U.S. Department of the Treasury

By: _____
Josie Camacho,
Executive Secretary-Treasurer
Alameda Labor Council

Date: 6/27/16

/lm(AlamedaMaster/AlamedaMasterExtAgmt06232016)
cwa:9415/afl-cio

*Western States Office and
Professional Employees
Pension Fund*

*Employer
Participation
Agreement*

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

1. Employer Information.

Name: AMALGAMATED TRANSIT UNION, LOCAL 192
Contract Person: DEBORAH E. JOHNSON
Address: 8460 ENTERPRISE WAY
City, State & Zip: DAKLAND CA 94621-1318
Telephone: 510-635-0192

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*): 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): AMALGAMATED TRANSIT UNION

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.

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Redacted by the U.S. Department of the Treasury

Print Name:

DEBORAH E. JOHNSON

Title:

Financial Secretary

Date Signed:

11/22/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE:

Redacted by the U.S. Department of the Treasury

Print Name:

Judith Zenk, Co-Chair

Date Signed:

DEC 06 2011

CO-CHAIR SIGNATURE:

Redacted by the U.S. Department of the Treasury

Print Name:

Michael Parmelee, Co-Chair

Date Signed:

DEC 06 2011

A & I RECEIVED
NOV 22 2011

WS0913

Office & Professional Employees International Union | Local 29

AFL-CIO & CLC

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

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

AGREEMENT TO ADOPT REHABILITATION PLAN

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

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

Employers under the Alameda Trade Master Agreement (Alameda Labor Council, ATU 192, ATU 1555, Bay Cities Metal Trades Council, Building/Construction Trades Council of Alameda, Bricklayers Apprenticeship Program, CWA 9415, IBEW 595, IBEW JATC, Iron Workers Union Local 378, Work Preservation Fund), 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: January 1, 2013

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

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

EMPLOYER APPROVAL

Redacted by the U.S.
Department of the Treasury

Signature

Title: Secretary-Treasurer

Date:

4/5/13

Redacted by the U.S. Department of the
Treasury

Signature

Title: Exec. Sec. Treas.

Date:

4-5-13

UNION APPROVAL

Redacted by the U.S. Department
of the Treasury

Signature

Title: Vice President / Bus. Rep.

Date:

4/5/13

PGS/lm(RelubAdop2013AlamedaMasterERs)/l cwa 9415/afl-cio

7877 Oakport Street | Suite 480 | Oakland, California 94621 | Phone (510) 746-5960 | Fax (510) 746-5977 | www.opelu29.org

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

**DENVER METRO AREA LOCAL OF THE AMERICAN
POSTAL WORKERS UNION, AFL/CIO**



May 1, 2014

to and including

April 30, 2017

- 21.1** Employees will receive an hourly wage equivalent to a United States Postal Service employee represented by the American Postal Workers Union working within the Postal Service pay system at a specific level and step in accordance with Postal Service (PS) schedule. This hourly wage will increase (but not decrease) in accordance with contractual increases obtained by the American Postal Workers Union for employees of the United States Postal Service within the designated level and step. Employees are paid based upon classification and years of service.

ARTICLE 22 – PENSION

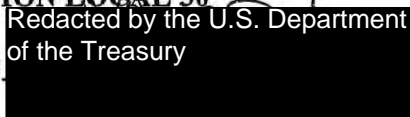
- 22.1** The Employer agrees to contribute to the Western States Office and Professional Employees Pension Fund a contribution of three dollars (\$3.00) per straight time hour, on behalf of each employee.
- 22.2** The Employer contributions, as provided herein, shall be made on eligible employees on the effective date, except for the employees serving their thirty (30) day probationary period. The contributions for probationary employees shall start on the first of the month following the thirty (30) day probationary period. This shall apply to all employees not presently covered by another pension plan which is employer paid.
- 22.3** If an employee is injured on the job, the Employer shall continue to pay the required contributions 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 unless the employee returns to work.
- 22.4** 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.
- 22.5** Effective with the January, 2010 hours worked the Employer agrees to adopt the Western States Office and Professional Employees Pension Plan Supplemental Employer Contribution Schedule. Based on this decision, the Employer agrees that the current surcharge will be eliminated and the contribution rate will be increased to 26% over the current contribution rate and will then change yearly according to the Supplemental Employer Contribution Schedule as provided by the Trustees of the Western States Office and Professional Employees Pension Plan.

ARTICLE 30 – TERM OF AGREEMENT

30.1 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:

- (1) If either party elects to terminate the Agreement, such party shall, on a date not less than sixty (60) days, nor more than ninety (90) days prior to 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.
- (2) If either party elects to change any of the provisions of the Agreement, such party shall, on a date not less than sixty (60) days nor more than ninety (90) days prior to the expiration date of the Agreement, give written notice to the other party.
- (3) 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 time may be extended by mutual agreement.

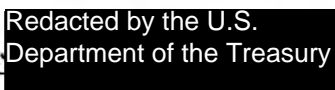
**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL 30**

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

Title: Executive Director/CFO

Date: _____

**AMERICAN POSTAL WORKERS
UNION**

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

Title: President

Date: 7-17-2014

/opeiu#30
afl-cio

/opeiu#30
afl-cio

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

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: DENVER Metro American Postal Workers Union 229
Contract Person: BOBBY J. ROLLS
Address: 15677 CASH 17th Avenue
City, State & Zip: AURORA, CO. 80011
Telephone: (303) 365-1524 ex 14

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): DMAL-APMU 229.

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

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

2 employees covered by the collective bargaining agreement; and

 employees who are not covered by the collective bargaining agreement.

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

Bobby J. Rollins

EXECUTIVE VICE - PRESIDENT

02/09/2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Judith Zenk, Co-Chair

NOV 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 the

ARCHDIOCESE OF PORTLAND IN OREGON

for Certain Employees of the Pastoral Center

and the

OFFICE & PROFESSIONAL EMPLOYEES

INTERNATIONAL UNION LOCAL 11

for the period

JULY 1, 2015

through

JUNE 30, 2018

3700 LOCAL 11
AUG 6 5 2015
RECEIVED

The Archdiocese may take appropriate steps to request the court excuse Employees from jury duty based on the need for their services.

ARTICLE 7: BENEFITS

A. Health & Welfare Benefits

The Employer has a Flexible Benefits Program, and reserves the right to modify or amend the plan materials at its discretion. Details may be found in the Flexible Benefits Program's Decision Making Guide. No modification or amendment shall become effective until the Union has been provided with 10 days' written notice and, within such notice period, an opportunity to negotiate.

The recently passed Health Reform Act, still in development, may require adjustments to the Program during the 2015-2018 contract period. The Employer agrees to notify Employees if plan changes become necessary.

B. Retirement Contributions

The Employer agrees to contribute \$0.90 per compensable hour to the Western States Pension Fund for each full and part-time Employee in addition to \$0.68 per compensable hour to the Western States 401(k) Retirement Fund of the OPEIU. Such contributions will continue until the parties agree to changes.

During the life of this Agreement, all participants may elect to self-contribute to the Western States 401(k) Retirement Fund of the OPEIU according to the IRS guidelines.

C. Western States Pension Fund

It is mutually agreed by all parties that the Employer agrees to continue a contribution of ninety cents (\$0.90) 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 ninety cents (\$0.90) per compensable hour shall be in full force and effect.

D. Flu Shots

The Employer agrees to reimburse Employees to a maximum of \$15.00 for flu shots. Receipts for the expense must be provided.

ARTICLE 14: AGREEMENT TERMINATION & RENEWAL

This Agreement shall become effective immediately after midnight of July 1, 2015 and shall continue in full force through midnight of June 30, 2018.

Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party and received by the other party at least 60 days prior to the date it desires to terminate or modify such Agreement. In the event, the Union serves written notice in accordance with this Section, any strike or stoppage of work after expiration or modification date shall not be deemed in violation of any provisions of this Agreement, any other provisions to the contrary notwithstanding. Upon signing of this Agreement, the provisions therein shall be retroactive to the anniversary date.

If any term of provision of this Agreement is, at any time during the life of this Agreement, declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provisions of the Agreement shall be modified to comply with the existing regulations or laws.

FOR: THE ARCHDIOCESE OF PORTLAND IN OREGON

Redacted by the U.S. Department of the Treasury

Most Reverend Alexander K. Sample

Redacted by the U.S. Department of the Treasury

Date

7/22/15

Most Reverend Peter Smith

Redacted by the U.S. Department of the Treasury

Date

7/27/15

Alana Wilson, Director of Human Resources

Date

7-20-15

FOR: OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

Redacted by the U.S. Department of the Treasury

Michael Richards, Executive Secretary – Treasurer

Date

7/20/15

Redacted by the U.S. Department of the Treasury

Matthew E. DeVore, Union Representative

Date

7/20/15

Redacted by the U.S. Department of the Treasury

Shannon Ulrich, Union Shop Steward

Date

8/3/15

WS 8248

MEMORANDUM OF AGREEMENT

It is hereby agreed and understood by the undersigned parties that the current collective bargaining agreement, by and between Office and Professional Employees International Union Local 5 and the Denver Metro Area Local of the American Postal Workers Union, dated May 1, 2009 through April 30, 2011, shall be amended as follows:

ARTICLE 22 – PENSION

- 22.5 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 22.1.

This Memorandum is effective with the agreement of both parties by affixing their signatures below:

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL 5

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

TITLE: Business Representative

DATE: May 13, 2010

DENVER METRO AREA LOCAL
OF THE AMERICAN POSTAL
WORKERS UNION

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

TITLE: President

DATE: 5-13-2010

/opeiu#5
afi-cio

ENTERED
5/25/10

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

WS4020

**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: Archdiocese of Portland in Oregon
Contract Person: Barbara J. Baltz
Address: 2838 E Burnside St.
City, State & Zip: Portland OR 97214
Telephone: 503-233-8317

FEB 23 2011

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): Corporation.

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

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

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

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

20 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: Barbara J. Baltz, SPHR

Title: Director of Human Resources

Date Signed: 2-16-11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

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

Print Name: Judith Zenk, Co-Chair

Date Signed: NOV 16 2011

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

Print Name: Michael Parmelee, Co-Chair

Date Signed: NOV 16 2011

FEB 23 2011

A&I RECEIVED

MAR 31 2011

A&I RECEIVED

MAR 31 2011

MEMORANDUM OF UNDERSTANDING
between
ARCHDIOCESE OF PORTLAND IN OREGON
and the
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

This Memorandum of Understanding is entered into between the Archdiocese of Portland Oregon and the Office & Professional Employees International Union, Local 11 and specifically shall be in accordance with Article 7 Benefits/B. Retirement Contributions within the Collective Bargaining Agreement.

It is mutually agreed by all parties that the Employer agrees to continue a contribution of ninety cents (\$0.90) 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 ninety cents (\$0.90) per compensable hour shall be in full force and effect.

This Memorandum of Understanding shall be pursuant to the terms and conditions of Article 10 Issue Resolution & Arbitration Procedures to the Collective Bargaining Agreement should there be any dispute regarding the interpretation and/or application.

Agreed to on this 25th of March 2011.

Redacted by the U.S. Department of the Treasury

Most Reverend John G. Vlazny
Archdiocese of Portland

Redacted by the U.S. Department of the Treasury

Rev. Dennis O'Donovan/Vicar General
Archdiocese of Portland

Redacted by the U.S. Department of the Treasury

Barbara J. Baltz/Director of Human Resources
Archdiocese of Portland

hg
opeiul1/aff-cio
Arch MOU for WSP

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

Dina Boyle/Shop Steward
OPEIU Local 11

WS 4020

RECEIVED

APR 22 2011

MEMORANDUM OF UNDERSTANDING
between
ARCHDIOCESE OF PORTLAND IN OREGON
and the
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

This Memorandum of Understanding is entered into between the Archdiocese of Portland Oregon and the Office & Professional Employees International Union, Local 11 and specifically shall be in accordance with Article 7 Benefits/B. Retirement Contributions within the Collective Bargaining Agreement.

It is mutually agreed by all parties that the Employer agrees to continue a contribution of ninety cents (\$0.90) 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 ninety cents (\$0.90) per compensable hour shall be in full force and effect.

This Memorandum of Understanding shall be effective **July 1, 2010** and pursuant to the terms and conditions of Article 10 Issue Resolution & Arbitration Procedures to the Collective Bargaining Agreement should there be any dispute regarding the interpretation and/or application.

Agreed to on this 19th day of March 2011.

Redacted by the U.S.

Department of the Treasury

Most Reverend John G. Vlazny
Archdiocese of Portland

Redacted by the U.S. Department of the Treasury

Rev. Dennis O'Donovan/Vicar General
Archdiocese of Portland

Redacted by the U.S. Department of the Treasury

Barbara J. Baltz/Director of Human Resources
Archdiocese of Portland

hg

opeiu1/afl-cio

Arch MOU for WSP

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

Dina Boyle/Shop Steward
OPEIU Local 11

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

BUILDING TRADE UNION OFFICES

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

International Union of Elevator
Constructors, Local 25

Colorado Building and Construction Trades
Council

International Brotherhood of
Boilermakers, Local 101

Operating Engineers JATC



May 1, 2014
to and including
April 30, 2017

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

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

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

ARTICLE 20 – PENSION

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

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

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

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

20.4 Regular or part-time employees who work seventy (70) or more hours per month shall be covered by the provisions of this Article. This shall not apply to extra help covering for vacation periods or sick leave which does not exceed thirty (30) days.

20.5 The Employer agrees to allow the employees to participate in the Office and Professional Employees International Union Local #5 Savings Plan and Trust (401K). The Employer agrees that if the employee chooses, they will withhold an employee contribution to the 401K plan. The employee may contribute up to, but no more than, the amount set by the Internal Revenue Service from their yearly gross salary to this plan. FICA taxes will be withheld, but these contributions will not be subject to Federal or State taxes. The employee shall bear any administrative fees.

20.6 Effective with the May, 2011 hours paid, the Employer agrees to adopt the Pension Rehabilitation Plan and to contribute on behalf of each employee the contribution amount listed in the Updated Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in Article 20.1.

ARTICLE 21 – TECHNOLOGICAL CHANGES

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

ARTICLE 22 – GRIEVANCE AND ARBITRATION

22.1 All grievances shall be handled in the following manner:

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


ARTICLE 25 – TERM OF AGREEMENT

25.1 This Agreement shall be in full force and effect from the first (1st) day of May, 2014, to and including the thirtieth (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 (75) days prior to the expiration date of the Agreement give written notice to the other party of intention to terminate and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
- b) If either party elects to change any of the provisions of the Agreement, such party shall on a date not less than sixty (60) days, nor more than seventy-five (75) days prior to the expiration date of the agreement give written notice to the other party.
- c) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice which may be extended by mutual agreement.

For the Union:

**OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL 30, AFL-CIO**

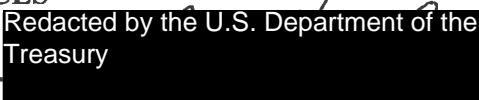
By:  Redacted by the U.S. Department of the Treasury

Title: Executive Director/CFO

Date: _____

For the Employers:

**COLORADO BUILDING AND
CONSTRUCTION TRADES UNION
OFFICES**

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

Title: Business Manager

Date: 7-22-14

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

5-
0667

**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: ALLIED WORKERS LOCAL #28
Contract Person: DOROTHY MORRIS
Address: 6510 CARR ST.
City, State & Zip: ARVADA, CO 80004
Telephone: 303-742-9010

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. FEB 28 2011
Note: Attach a copy of collective bargaining agreement.
☐ Nonbargaining unit employees described in Attachment B (see note).
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

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

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

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

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

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

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

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

_____ 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 28 2011

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

KEVIN E. WHITESEL
BUSINESS MANAGER
2-22-11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

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

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

OPEIU LOCAL 11

APR 13 2016

RECEIVED

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. EDUCATION

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

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

ARTICLE 17. NON-DISCRIMINATION

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

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

ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31st day of March 2016:

UNITED LABOR UNION ASSOCIATION

Redacted by the U.S. Department of the Treasury

Gary Young/Business Manager IBEW Local 48
ULUA - President

Redacted by the U.S.
Department of the Treasury

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

Redacted by the U.S.
Department of the Treasury

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

Redacted by the U.S.
Department of the Treasury

Jack Johnson/IUPAT - DC#3
ULUA- Negotiating Team

Redacted by the U.S. Department of the Treasury

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

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the Treasury

Maureen Colvin /Union Representative
OPEIU Local 11

Redacted by the U.S. Department of the
Treasury

Donna Allen/Member
OPEIU Local 11

Redacted by the U.S. Department of the
Treasury

Laura Robbins/Member
OPEIU Local 11

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. NON-DISCRIMINATION

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

MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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

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

Redacted by the U.S.
Department of the Treasury

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

Redacted by the U.S.
Department of the

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

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the
Treasury

Maddyn Elder/President CWA Local 7901
ULUA-Negotiating Team

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the
Treasury

Maureen Bower/Union Representative
OPEIU Local 11

Redacted by the U.S.
Department of the
Treasury

Sharon Allen/Member
Local 11

Redacted by the U.S. Department
of the Treasury

Laura Gustafson/Member
Local 11

RECEIVED
2011

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

FEB 08 2012
ENTERED

**Employer
Participation
Agreement**

WS2000

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: Heat-Frost Insulators Local 36
Contract Person: _____
Address: 11145 NE Sandy Blvd.
City, State & Zip: Portland, OR 97220
Telephone: 503 255-2692

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a (insert form of business): Local # 36.

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): Heat + Frost Insulation Local 36

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

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

yes 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 08 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.

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:

STAN C DANIELSON
Business Manager
2/6/2012

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

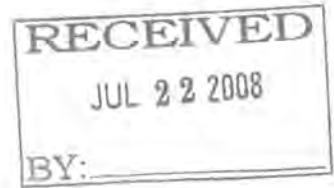
Judith Zenk, Co-Chair

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

Michael Parmelee, Co-Chair



LABOR AGREEMENT

BETWEEN

ASSOCIATION OF WESTERN PULP AND PAPER WORKERS

AND

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

FOR THE PERIOD:

JUNE 1, 2008

THROUGH

MAY 31, 2011

RETIREMENT PLANS - continued

Section 2. During the life of this agreement, all participants may elect to self-contribute to the 401k, such contributions may be adjusted on June 1 only of any year.

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

Section 4. The 401k 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 tenth (10th) day of the following month. The contributions are to be stated on forms provided by the 401k.

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

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

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

Section 10. The Employer agrees to make a contribution amount per hour to the Western States Office and Professional Employees Pension Fund for all employees as indicated in Schedule A. The Western States Office and Professional Employees Pension Fund by it reference here, shall be considered a part of this agreement and the parties shall abide by the terms and conditions as contained therein.

ARTICLE 14. HEALTH AND SANITATION

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

ARTICLE 21. SEPARABILITY

In the event that any provisions of this agreement shall at any time be declared invalid by any final judgment of any court of competent jurisdiction or through a final decree of a government, state or local body, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provisions of this agreement shall be modified to comply with the existing regulations or laws.

ARTICLE 22. TERMINATION AND RENEWAL

This agreement shall be in full force and effect from June 1, 2008 through May 31, 2011, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such agreement; provided, that in the event the Union serves written notice in accordance with this Article, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provisions of this agreement, any other provisions to the contrary notwithstanding. Upon signing of this agreement or any future agreement, the provisions therein shall be retroactive to the anniversary date.

Agreed to this 1st day of June, 2008:

ASSOCIATION OF WESTERN PULP AND PAPER WORKERS

Redacted by the U.S. Department of
the Treasury

James L. Hasséy
Secretary-Treasurer

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

Rick D. Wilson
Union Representative

RDW/hg
opeiu #11
afl-cio
2008-2011 awppw.doc

**AGREEMENT BETWEEN
ASSOCIATION OF WESTERN PULP AND PAPER WORKERS
AND
OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL #11
SCHEDULE "A"**

For contract year 2008 employees will receive a lump sum signing bonus of \$500.00.

ADMINISTRATIVE OFFICE STAFF

			6/1/08	6/1/09	6/1/10
Starting Rate			19.374		
After 6 months			19.567		
After 12 months			19.765		
After 18 months			19.960		
After 24 months			20.154		
After 30 months			20.350		
After 36 months			20.906		
			401K		
			1.81	1.86	1.91
			Western States Pension		
			1.82	1.92	2.02

The wage increase for June 1, 2009 and June 1, 2010 shall be equal to the percentage increase received by the officers of AWPPW and shall be added to the schedule.

Longer Term Temporary Employees

The Employer and Union agree that at such time as a need arises for temporary employees beyond the time limits specified in Article 4, to meet and discuss the terms and conditions for these employees. Wages will be set using a percentage of those found in Schedule A, but in no case shall the starting wage be less than 70% of the start rate. These employees shall also be required to keep and maintain a work permit from the Union.

opeiu11
afl-cio
contract/awppw.08

1 & 1 RECEIVED
SEP 08 2011

ENTERED 9/10/11

11-WS8000

MEMORANDUM OF UNDERSTANDING
between
ASSOCIATION OF WESTERN PULP AND PAPER WORKERS
and the
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

This Memorandum of Understanding is entered into between the Association of Western Pulp and Paper Workers and the Office & Professional Employees International Union, Local 11 and specifically shall be in accordance with Article 13, Section 10, within the Collective Bargaining Agreement which expired June 30, 2011 and was extended by mutual agreement to May 31, 2012. This extension also included the continuation of the wage formula and wage increases provided by that formula, if any, and increases in the Employer contribution to the 401k as evidenced by the attached modified Schedule A.

It is further mutually agreed by all parties that the Employer agrees to continue the contribution of the amount specified in Schedule A to the Western States Pension of the OPEIU which became effective 6/1/10, 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 that amount specified in Schedule A which became effective 6/1/10 shall continue as the minimum pension contribution amount per compensable hour shall be in full force and effect.

Any dispute regarding the interpretation and/or application of this Memorandum of Understanding shall be pursuant to the terms and conditions of Article 19 Grievance Machinery and Arbitration in the Collective Bargaining Agreement.

Agreed to on this 1st day of June, 2011

Redacted by the U.S. Department of
the Treasury

James L. Hassey

Secretary-Treasurer

Michael L. Richards

Executive Secretary-Treasurer

Rehab effective 6/1/11

Rick D. Wilson

Union Representative

R:\DWM\agmt\11\01-01-2011-2011-05\ppw.doc

**AGREEMENT BETWEEN
ASSOCIATION OF WESTERN PULP AND PAPER WORKERS
AND
OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 11
SCHEDULE "A"**

For contract year 2008 employees will receive a lump sum signing bonus of \$500.00

ADMINISTRATIVE OFFICE STAFF

	6/1/08	6/1/09	6/1/10	6/1/11
Starting Rate	19.374	19.83	20.15	20.43
After 6 months	19.567	20.03	20.35	20.64
After 12 months	19.765	20.23	20.55	20.85
After 18 months	19.960	20.43	20.76	21.05
After 24 months	20.154	20.63	20.96	21.26
After 30 months	20.350	20.83	21.16	21.46
After 36 months	20.906	21.40	21.74	22.05
	401K			
	1.81	1.86	1.91	1.96
	Western States Pension			
	1.82	1.92	2.02	2.02

The wage increase for June 1, 2009, June 1, 2010 and June 1, 2011 and each year thereafter shall be equal to the percentage increase received by the officers of AWPPW and shall be added to the schedule.

Longer Term Temporary Employees

The Employer and Union agree that at such time as a need arises for temporary employees beyond the time limits specified in Article 4, to meet and discuss the terms and conditions for these employees. Wages will be set using a percentage of those found in Schedule A, but in no case shall the starting wage be less than 70% of the start rate. These employees shall also be required to keep and maintain a work permit from the Union.

open11
all-cio
contract/awppw.08



WS 8000 ✓

Office & Professional Employees International Union, Local 11, AFL-CIO
3815 Columbia Street Vancouver, WA 98060 Phone: 503-257-6691
800-547-8902 General Email: opeiu11@qwestoffice.net

April 27, 2012

Mr. James L. Hassey, Secretary-Treasurer
AWPPW
1430 SW Clay
Portland, OR 97208-4566

Dear Mr. Hassey:

In accordance with Article 22, of the Collective Bargaining Agreement between the Office & Professional Employees International Union, Local 11 and the Association of Western Pulp and Paper Workers, the membership agrees to extend the terms and conditions of the Agreement which expires on June 30, 2012 for a period of one (1) year. The new expiration date will be May 31, 2013. To ensure consistency with the previous extension, this extension will also include the continuation of the wage formula and wage increases provided by that formula, if any, and increases in the Employer contribution to the 401k.

You may accept this letter as official documentation of the extension. Should you, however, wish to have a countersigned document, please let me know and I will draft one. Also, if you have any questions regarding these matters, please contact me at 360-719-1796.

In Unity,

Redacted by the U.S. Department of the Treasury

Rick D. Wilson
Union Representative

RDW/smy
opeiu11
att-210
cc: (b) (3)(199W 2012.12)

WS 8000



Office & Professional Employees International Union, Local 11 (A) - (A) 11
1815 Columbia Street, Portland, Oregon 97208-4566
Vancouver, B.C. Canada V6C 1A7
General Email: local11@opewu.org Phone: (503) 257-6691

March 22, 2013

Mr. James Hassey, Secretary-Treasurer
AWPPW
1430 SW Clay
Portland OR 97208-4566

A & I RECEIVED


JUL 02 2015

Dear Mr. Hassey,

In accordance with Article 22, of the Collective Bargaining Agreement between the Office & Professional Employees International Union, Local 11 and the Association of Western Pulp and Paper Workers, the membership agrees to extend the terms and conditions of the Agreement which expires on May 31, 2013 for a period of one (1) year. The new expiration date will be May 31, 2014. To ensure consistency with the previous extension, this extension will also include the continuation of the wage formula and wage increases provided by that formula, if any, and increases in the Employer contribution to the 401k.

You may accept this letter as official documentation of the extension. Should you, however, wish to have a countersigned document, please let me know and I will draft one. Also, if you have any questions regarding these matters, please contact me at 503-257-6691.

Respectfully,


Rick D. Wilson
Union Representative

ROW/amt
opelu11/efl-00
Certified: 7012 2210 0002 2359 4688

WS 8000



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

May 30, 2014

Mr. James Hassey, Secretary-Treasurer
AWPPW
1430 SW Clay
Portland OR 97208-4566

A&I RECEIVED

JUL 02 2015

Dear Mr. Hassey,

In accordance with Article 22, of the Collective Bargaining Agreement between the Office & Professional Employees International Union, Local 11 and the Association of Western Pulp and Paper Workers, the membership agrees to extend the terms and conditions of the Agreement which expires on May 31, 2014 for a period of one (1) year. The new expiration date will be May 31, 2015. To ensure consistency with the previous extension, this extension will also include the continuation of the wage formula and wage increases provided by that formula, if any, and increases in the Employer contribution to the 401k.

You may accept this letter as official documentation of the extension. Should you, however, wish to have a countersigned document, please let me know and I will draft one. Also, if you have any questions regarding these matters, please contact me at 503-257-6691.

Respectfully,

Redacted by the U.S. Department of the Treasury

Rick D. Wilson
Union Representative

RDW/dmt
opeiul1/afl-cio

WS 8000



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

A & I RECEIVED

JUL 02 2015

April 10, 2015

Mr. James Hassey, Secretary-Treasurer
AWPPW
1430 SW Clay
Portland OR 97208-4566

Dear Mr. Hassey,

In accordance with Article 22, of the Collective Bargaining Agreement between the Office & Professional Employees International Union, Local 11 and the Association of Western Pulp and Paper Workers, the membership agrees to extend the terms and conditions of the Agreement which expires on May 31, 2015 for a period of one (1) year. The new expiration date will be May 31, 2016. To ensure consistency with the previous extension, this extension will also include the continuation of the wage formula and wage increases provided by that formula, if any, and increases in the Employer contribution to the 401k.

You may accept this letter as official documentation of the extension. Should you, however, wish to have a countersigned document, please let me know and I will draft one. Also, if you have any questions regarding these matters, please contact me at 503-257-6691.

Respectfully,

Redacted by the U.S. Department of
the Treasury

Rick D. Wilson
Union Representative

RDW/dmt
opeiul1/afl-cio

WS ~~8/1/17~~
8000

MEMORANDUM OF UNDERSTANDING
between
ASSOCIATION OF WESTERN PULP AND PAPER WORKERS
and the
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

This Memorandum of Understanding is entered into between the Association of Western Pulp and Paper Workers and the Office & Professional Employees International Union Local 11 and specifically shall be in accordance with Article 13, Section 10, within the Collective Bargaining Agreement which expired June 30, 2011 and was extended by mutual agreement to May 31, 2012. This extension also included the continuation of the wage formula and wage increases provided by that formula, if any, and increases in the Employer contribution to the 401k as evidenced by the attached modified Schedule A.

It is further mutually agreed by all parties that the Employer agrees to continue the contribution of the amount specified in Schedule A to the Western States Pension of the OPEIU which became effective 6/1/10, 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 that amount specified in Schedule A which became effective 6/1/10 shall continue as the minimum pension contribution amount per compensable hour shall be in full force and effect.

Any dispute regarding the interpretation and/or application of this Memorandum of Understanding shall be pursuant to the terms and conditions of Article 19 Grievance Machinery and Arbitration in the Collective Bargaining Agreement.

Agreed to on this 1st day of June, 2011.

Redacted by the U.S. Department
of the Treasury

James L. Hassey
Secretary-Treasurer

Michael L. Richards
Executive Secretary-Treasurer

Rick D. Wilson
Union Representative

RDW/le5opdu11/6/11/20/2008-2011 aw/ppw-06

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

**Employer
Participation
Agreement**

11-8000

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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: Association of Western Pulp & Paper Workers
Contract Person: James Harsey
Address: PO Box 4566
City, State & Zip: Portland, OR 97208 - 4566
Telephone: (503) 228 - 7486

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

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

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

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

3 employees covered by the collective bargaining agreement; and

 employees who are not covered by the collective bargaining agreement.

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: _____

Redacted by the U.S.
Department of the Treasury

Print Name: _____

James L. Wassey

Title: _____

Secretary / Treasurer AWPPW

Date Signed: _____

2/4/2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: _____

Redacted by the U.S. Department of the
Treasury

Print Name: _____

Judith Zenk, Co-Chair

Date Signed: _____

NOV 03 2011

CO-CHAIR SIGNATURE: _____

Redacted by the U.S. Department of the Treasury

Print Name: _____

Michael Parmelee, Co-Chair

Date Signed: _____

NOV 03 2011

FEB 07 2011

LABOR AGREEMENT
BETWEEN
PACIFIC NORTHWEST ADMINISTRATIVE DISTRICT COUNCIL OF I.U.B.A.C.
AND THE
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11,
AFL-CIO

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

GPEIU LOCAL 11
JUL 2 2014
RECEIVED

ARTICLE 15 - NO STRIKE - NO LOCKOUT

Section 1. It is mutually agreed that there shall be no strikes, lockouts, or other slowdowns or cessation of work by either party on account of any labor differences pending full utilization of the grievance machinery set up; provided, that employees covered by this Agreement shall not be expected to pass through a duly authorized picket line which has been placed by another AFL-CIO Labor Union, nor can any employee be terminated for refusing to cross a duly authorized picket line.

ARTICLE 16 - SAVINGS CLAUSE

Section 1. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 17 - SUCCESSOR CLAUSE

In the event the Employer shall, by merger, consolidation, sale of assets, lease, franchise or by any other means, enter into an agreement with another firm or individual which, in whole or in part, affects the existing appropriate collective bargaining unit, such successor firm or individual 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 firm or individual with which it seeks to make such agreement as aforementioned.

ARTICLE 18 - HEALTH AND WELFARE

Section 1. The Employer will guarantee that employees will not have to pay additional cost for current benefit coverage of the Medical, Dental and Life Insurance for the duration of this Agreement.

Section 2. The Employer agrees to provide for all employees, covered by this Agreement, the Masonry Industry Trust Administration (MITA) Health and Welfare package which will be for Medical, Dental and Vision for the life of this Agreement.

ARTICLE 19 - RETIREMENT PLAN

Effective July 1, 2014 and for the duration of this Agreement, the Employer agrees to contribute to the Western States 401(k) Retirement Fund of the OPEIU a minimum contribution of fifty cents (\$0.50) 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 any amount, such contributions not to change from June to June of any year.

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.

Effective July 1, 2014 and for the duration of this Agreement, the Employer agrees to continue a contribution of two dollars and forty cents (\$2.40) and in addition the surcharge amount listed in the Supplemental Contribution Schedule, per compensable hour, excluding overtime, to 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 two dollars and forty cents (\$2.40) per compensable hour, excluding overtime, shall be in full force and effect.

ARTICLE 20. DURATION OF AGREEMENT

This Agreement, entered into this first day of July, 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 31st day of June, 2014.

PNWADC

Redacted by the U.S. Department of the Treasury

David Sheppard
Director

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

Redacted by the U.S. Department of the Treasury

Michael L. Richards
Executive Secretary-Treasurer

Redacted by the U.S. Department of the Treasury

Maureen Colvin
Union Representative

MC/dmt
opei11/afl-cio

Western States Office and
Professional Employees
Pension Fund

WS 3000
Bricklayers
SAT

Employer
Participation
Agreement

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

A&I RECEIVED
AUG 19 2011

1. Employer Information.

Name: BAC LOCAL #3 WA / ID / MT
Contract Person: TIM THOMPSON
Address: 3923 EAST MAIN
City, State & Zip: SPOKANE, WASHINGTON 99202
Telephone: 509 327-2774

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): BAL Local #3 WA/10/10/10.

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

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

1 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S.
Department of the Treasury

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

TIM THOMPSON

PRESIDENT

8/17/2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Judith Zenk, Co-Chair

OCT 26 2011

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Redacted by the U.S. Department of the Treasury

Michael Parmelee, Co-Chair

OCT 26 2011

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AUG 19 2011

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

OPEIU LOCAL 11

APR 13 2016

RECEIVED

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. EDUCATION

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

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

ARTICLE 17. NON-DISCRIMINATION

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

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

ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31st day of March 2016:

UNITED LABOR UNION ASSOCIATION

Redacted by the U.S. Department of the
Treasury

Gary Young/Business Manager IBEW Local 48
ULUA - President

Redacted by the U.S. Department
of the Treasury

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

Redacted by the U.S.
Department of the Treasury

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

Redacted by the U.S. Department
of the Treasury

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

Redacted by the U.S. Department of the
Treasury

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

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the Treasury

Maureen Colvin /Union Representative
OPEIU Local 11

Redacted by the U.S. Department of the Treasury

Donna Allen/Member
OPEIU Local 11

Redacted by the U.S. Department of the
Treasury

Laura Robbins/Member
OPEIU Local 11

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. NON-DISCRIMINATION

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

MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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

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

Redacted by the U.S.
Department of the Treasury

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

Redacted by the U.S.
Department of the

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

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the
Treasury

Maddyn Elder/President CWA Local 7901
ULUA-Negotiating Team

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the
Treasury

Maureen Bower/Union Representative
OPEIU Local 11

Redacted by the U.S.
Department of the

Sharon Allen/Member
Local 11

Redacted by the U.S. Department
of the Treasury

Laura Gustafson/Member
Local 11

RECEIVED

2011

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

WS2060
11-2060

**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: Bakers Union Local 114
Contract Person: Terry Lansing
Address: 7931 NE Halsey St., Suite 205
City, State & Zip: Portland, OR 97213
Telephone: 503-256-1177

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.

FEB 11 2011

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

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

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

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

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

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

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

1 employees covered by the collective bargaining agreement; and

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

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

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

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

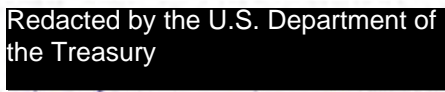
a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

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

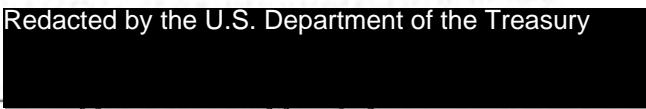
- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

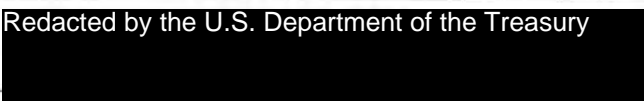
APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: 
Print Name: Terry W. Lansing
Title: Secretary Treasurer
Date Signed: 2/10/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

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

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

FEB 11 2011

WS 4070

Entered
9/10/11

STU

AGREEMENT

between

BAKERS UNION, LOCAL 125

and

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

November 1, 2010 – October 31, 2013



ARTICLE 11. CLASSIFICATIONS AND MINIMUM WAGE SCALES - continued

- (i) Any jobs created by virtue of the above shall be offered to qualified employees within the collective bargaining unit prior to the Employer hiring new employees. In the event any employees within the collective bargaining unit would be displaced, the Employer agrees to institute a reasonable training program in an effort to qualify such employees prior to hiring any new employees.

ARTICLE 12. PENSION PLAN

- (a) The Employer agrees to contribute into a Trust Fund known as the Western States Office & Professional Employees Pension Fund, for the account of each eligible employee working under this Agreement, effective 11/01/10 the hourly rate of Two Dollars and twenty cents (\$2.20).

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

Effective 11/10/11 contract opens for Pension.

- (b) For all employees hired after November 1, 1999:

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

Effective 11/1/99 or upon a new employees hire date	\$1.95
Then on the one (1) year anniversary of any new hire*	\$2.00

* To increase ONLY if the Employer has hired a regular full or part-time employee after 11/1/99

- (b) Eligibility for coverage under the Plan shall be that employees shall have contributions made on their behalf for all hours paid, including, but not limited to, holidays, vacation, sick leave, jury duty, bereavement leave, etc.
- (c) Upon an employee's written request, the Employer shall deduct and forward voluntary employee contributions from an employee's payroll to a qualified OPEIU 401(k) Plan.
- (d) Members of the Union may elect to further increase the pension contribution by diverting from the wage increase in any year of this Agreement.

ARTICLE 32. SUCCESSORS AND ASSIGNS

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

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

ARTICLE 33. INDUSTRIAL WELFARE COMMISSION ORDER

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

ARTICLE 34. DURATION OF AGREEMENT, PROVISIONS FOR AMENDMENT

This Agreement, together with all provisions herein set forth, shall continue in full force and effect retroactively from November 1, 2010 through October 31, 2013, and shall continue in full force and effect thereafter from year to year unless either party has served the other party with 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.

BAKERS UNION, LOCAL 125

Redacted by the U.S. Department of the Treasury

By:

Donna Scarano,
Financial Secretary-Treasurer

Date: 10-29-10

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

Redacted by the U.S. Department of the Treasury

By:

Tamara R. Rubyn
President/Business Manager

Date: 11/1/10

Redacted by the U.S. Department of the Treasury

By:

Terry Keller
Business Representative

Date: 11-1-10

TK/lm(bak25410)
cwa:9415/afl-cio

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

FEB 14 2011

**Employer
Participation
Agreement**

WS
4070

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: Bakery, Confectionery, Tobacco Workers and Grain
Millers International Union Local 125
Contract Person: Donna Scarano
Address: 14144 Doolittle Drive
City, State & Zip: San Leandro, CA 94577
Telephone: 510-357-3201

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*): _____.

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

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

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

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

_____ employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

DONNA SCARANO
Secretary Treasurer
2-9-11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Judith Zenk, Co-Chair

NOV 16 2011

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Michael Parmelee, Co-Chair

NOV 16 2011



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

FOR THE MASTER TRADE SECTION

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

Redacted by the U.S. Department of the Treasury

Suzanne Mode
Business Manager

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

Redacted by the U.S. Department of the Treasury

By _____
David Ciprut, REBOUND
Bargaining Committee

By _____
Employer

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

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

ADMISSIONS - NEW EMPLOYERS

NAME Bakery & Confectionery Workers #9 LOCAL UNION NO. _____
ADDRESS 134 Labor Temple
2800 First Avenue EMPLOYER NO. _____
Seattle, Wa. 98121

Total Employees 2
Contribution Rate 25¢ Per hour Effective 4/75

Numerator \$ _____ Action of Admissions Committee:
Denominator \$ _____ Approved / /
Net _____ Disapproved / /
K Factor _____

Notes & Instructions _____

Acknowledgement of Inquiry / / Employer Roster []
K Factor Requested / / Ledger []
K Factor Received / / File Folder []
Union Notified of Action / /
Employer Notified of Acceptance / /
Subscriber Agreement Received / /
Contract Received / /

Office & Professional Employees Local No. 8



P.O. BOX 9267 ■ SEATTLE, WASHINGTON 98109 ■ 682-9220

January 5, 1976

RECEIVED JAN 7 1976

Mr. Harold Gallagher
c/o Charles R. Weidner Co., Inc.
77 Jack London Square
Oakland, California 94607

Dear Bud:

Enclosed you will find a copy of the existing Labor Agreement between Local 8 and the Bakery and Confectionery Workers Local Union 9. In addition, you find the actuarial data for Local 8 members employed in this office.

This information was omitted by mistake in the original submittal for acceptance last year.

Please make every effort to see that this group is able to participate. The Employer is a member of the Trade Section Employers Association.

Sincerely,

OFFICE AND PROFESSIONAL EMPLOYEES
LOCAL NO. 8

Don E. Olson, Jr.
Business Representative

DEO:sh
Enclosures

CERTIFIED MAIL #719940

opeiu#23afl-cio

RECEIVED JAN 7 1976

OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

8-8138

Piledrivers
23916

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

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

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

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

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

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

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

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 8

Redacted by the U.S. Department of the
Treasury

By _____
Suzanne Mode
Business Manager

FOR THE TRADE SECTION EMPLOYERS

Redacted by the U.S.
Department of the Treasury

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

Trade Section Employers Participating in Western States Pension Fund

2016

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

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

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

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

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

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

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

#8181

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

#8253

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

#8109

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

#8101

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

#8255

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

#775

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

#8235

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

#8162

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

#8138

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

#8127

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

#8241

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

#8108

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

#8154

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

#8118

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

#8164

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

#8226

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

#8126

AGREEMENT

Between

INTERNATIONAL LONGSHORE AND WAREHOUSE UNION (ILWU),
COAST LONGSHORE DIVISION, WS 8274
ILWU-PMA BENEFIT PLANS, WS 0594
ILWU LOCAL 10, WS 0597
ILWU LOCAL 34, WS 0599

THE INTERNATIONAL TRANSPORT WORKERS' FEDERATION,
NORTH AMERICA (ITF), and
BAY AREA LONGSHOREMEN'S MEMORIAL ASSOCIATION

And

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

November 1, 2010 – October 31, 2015



A & I RECEIVED

ARTICLE XVIII. RETIREES' HEALTH AND WELFARE PLAN -
continued

be made only if the retired employee and/or qualified eligible dependents submit satisfactory evidence of enrollment in Medicare Part B.

Section 4. Effective January 1, 1998, the Employer shall pay for Health Plan coverage for dependents of eligible retired employees under this Agreement.

ARTICLE XIX. LONG AND SHORT TERM DISABILITY

Section 1. Full-time employees working under this Agreement shall be provided with a Long-Term Disability (LTD) Program effective November 1, 1992 and a Short Term Disability (STD) effective January 1, 2004.

Section 2. LTD benefits shall be integrated with any California State Disability Insurance benefits and Workers' Compensation benefits to which the employee is entitled.

Section 3. An employee who has accrued sick leave when LTD benefits commence may integrate his/her sick leave and LTD benefits, provided that the employee's combined sick leave and LTD benefits shall not exceed one hundred percent (100%) of the wages upon which his/her LTD benefits are based.

ARTICLE XX. 401(k) PLAN

The Employers agree to maintain a 401(k) plan for each employee working under this Agreement. Employees may make pre-tax contributions to such plan up to the maximum amount permitted under IRS regulations. Effective January 1, 2008 the Employer shall contribute One-Dollar (\$1.00) per straight-time hour worked, including vacation pay, sick pay and holiday pay, on behalf of each eligible employee who has been employed for at least one (1) year up to a maximum of 1,820 hours.

ARTICLE XXI. PENSION PLAN

Effective November 1, 2010, the Employer agrees to contribute into the Western States Pension Plan Trust Fund for the account of each employee working under this Agreement, the sum of Four Dollars and Five cents (\$4.05) per hour paid.

Effective November 1, 2010, 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 XXVIII. TERM OF THE AGREEMENT

The term of this Agreement shall be from November 1, 2010 to and including October 31, 2015, and shall be deemed renewed thereafter from year to year unless either party gives written notice not later than July 31, 2015 (or ninety [90] days prior notice).

INTERNATIONAL LONGSHORE & WAREHOUSE UNION

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

Redacted by the U.S. Department of the
Treasury

By: _____
William E. Adams
Secretary-Treasurer

By: _____
Tamara R. Rubyn
President/Business Manager

Date: 3-6-12

Date: _____

COAST LONGSHORE DIVISION

Redacted by the U.S. Department of
the Treasury

By: _____
Leal Sundet
Coast Committeeman

By: _____
Terry Keller
Business Representative

Date: 3/6/2012

Date: _____

ILWU-PMA BENEFIT PLANS

By: _____
Ray Ortiz Jr.
Trustee

Date: _____

By: _____
Michael Wechsler
Trustee

Date: _____

**WESTERN STATES OFFICE & PROFESSIONAL
EMPLOYEES PENSION FUND**

EMPLOYER APPLICATION AND PARTICIPATION AGREEMENT

TO: Board of Trustees
Western States Office & Professional
Employees Pension Fund

The undersigned employer hereby applies to the Board of Trustees for participation as a PARTICIPATING EMPLOYER OF THE WESTERN STATES OFFICE & PROFESSIONAL EMPLOYEES PENSION FUND.

In support of this application the undersigned applicant represents to the Board that:

1. Applicant's employees are in bargaining unit(s) represented by Local 29 of the Office and Professional Employees International Union.
2. Applicant now has 1 employees eligible to participate in the pension plan. (Partners, proprietors and nonbargaining unit employees are not eligible to participate in the pension plan under this agreement. If they wish to participate they must make separate application to the Board of Trustees and, if approved, sign a separate agreement).
3. Applicant will distribute to its employees all documents, which are required to be distributed by law, to the plan participants and/or plan beneficiaries.

In consideration of approval of this application, the parties covenant and agree as follows:

1. Applicant acknowledges that it has received a copy of the Western States Office & Professional Employees Pension Plan and Trust Agreement and is familiar with the terms of the plan. The parties hereby adopt and incorporate as part of this agreement, the plan and trust, as they have been, or will be, amended.
2. Applicant agrees to make contributions at the rate now in effect, or as subsequently amended by the collective bargaining agreement, and to comply with, and be bound by, all of the terms and provisions of the Western States Office & Professional Employees Pension Plan and Trust as they now exist or as they may be amended (during applicant's participation in the Fund).
3. The effective date of applicant's participation is: 3-16-06. Applicant shall contribute to the trust from the date of execution of this participation agreement.

RECEIVED
MAR 27 2006

4. Upon approval by the Board of Trustees, this application and participation agreement shall be deemed accepted and binding without further act of applicant and applicant shall be admitted as a participating employer of the Fund as of the effective date. If the Board of Trustees shall not accept applicant as a participating employer, all contributions to the plan made by applicant shall be returned to applicant.

DATED: March 24, 2006.

Redacted by the U.S. Department of the Treasury

(Applicant)

By: Terry Kallu

Title: OPBM Local 29 Business Rep

Address: 80 JAWA Wy., Suite 333
OAKLAND, CA 94621

APPROVED AND ACCEPTED by Board of Trustees and/or Trust Fund Office on _____,
20____.

By: _____

(Board Chairman)

By: _____

(Board Secretary)

OR,

By: _____

(Plan Manager for Trust Office)



ws 8264

SIDE-LETTER OF AGREEMENT

O.P.E.I.U. LOCAL 29
DATE REC'D
MAR 13 2006

Between

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

And

BAY AREA LONGSHOREMEN'S MEMORIAL ASSOCIATION

This Side letter is to introduce a new Signatory to this Agreement.

Effective March 13, 2006 Bay Area Longshoremen's Memorial Association (BALMA) shall be covered under the ILWU Master Agreement.

1. Redacted by the U.S. Department of will become a member of OPEIU Local 29 under the ILWU Master Agreement.
2. Redacted will be subject to all terms, conditions, and benefits of the Collective Bargaining Agreement.
3. Redacted will work a Thirty Five Hour work week. "4-DAY" WEEK
4. Redacted's title will be One Person Office Rate, BALMA, as defined under the Collective Bargaining Agreement.
5. Redacted's salary shall be at the Contractual rate that is effective as of November 1, 2005.

BAT AREA LONGSHOREMEN'S
MEMORIAL ASSOCIATION

Redacted by the U.S. Department of
the Treasury
By: _____
Frank Cresci
President

Date: 3-9-06

Redacted by the U.S. Department of
the Treasury
By: _____
Michael Villeggiante
Treasurer

Date: 3-8-06

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29

Redacted by the U.S.
Department of the Treasury
By: _____
Terry Keller
Business Representative

Date: 3-13-06



WS 8274

ILWA
Master

Article XXI Pension Plan

Add a new paragraph to read:

Effective with the November 2010 hours paid, the Employer agrees to contribute on behalf of each employee the percentage amount listed in the Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the Supplemental 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 XXI.

Tentative Agreement 10/6/2010

Redacted by the U.S. Department of the
Treasury

Leal Sundet (for the employers)


Terry Keller (for the Union)

WS 0664

AGREEMENT

Between

**BERKELEY FARMS
(DEAN FOODS, INC.)**

And

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

JANUARY 1, 2016

Through And Including

DECEMBER 31, 2018



SECTION 12. PENSION PLAN

Effective 1/1/2013, the Employer shall pay to the Trustees of the Western States Office & Professional Employees Pension Fund the amount of two dollars and twelve cents (\$2.12) per hour for each straight hour worked by each eligible employee covered by and included within the bargaining unit set forth in this Agreement. Effective January 1, 2013, 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 Western States Office and Professional Employees Pension Fund.

Eligible Employee: Completion of eighty (80) hours within the month shall qualify an employee for coverage during the following month provided the employee is on the payroll of the Employer on the first day of such month.

Payments are to be transmitted to the Trustees of the Western States Office & Professional Employees Pension Fund by the Employer in the manner and as directed by the Trustees of the Fund.

For the purpose of this Agreement, all paid time shall be counted as time worked, but no payment shall be made on overtime hours.

It is mutually understood that all of the Employer contributions, as provided herein, shall be deductible from gross income under Section 404 of the Internal Revenue Code.

SECTION 13. HEALTH AND WELFARE

A. The Employer agrees to become and to remain a party to the Office & Professional Employees Welfare Fund.

B. The Employer agrees to contribute for each eligible employee an amount as determined by the Trustees of the Fund, to pay for the entire cost of the Local 29 "Dual Choice Plan" (an Insured Plan or Kaiser Health Plan) for each employee and their dependents subject to the maximum contributions itemized below.

C. The Employer agrees to pay the premium on each employee and dependents for Kaiser 328 plan or Blue Shield Health Care plan, Dental Plan without orthodontia, Prescription Drug, Vision Care, \$20,000 Life Insurance and Accidental Death and Disability for the employee.

Effective January 1, 2016, the Employee's monthly contribution will remain at five hundred dollars and five cents (\$504.05) per month.

Effective January 1, 2017, the Company will pay seventy five percent (75%) of any Health and Welfare premium increase. The Employee will contribute twenty five percent (25%) of any Health and Welfare premium increase.

Effective January 1, 2018, the Company will pay seventy five percent (75%) of any Health and Welfare premium increase. The Employee will contribute twenty five percent (25%) of any Health and Welfare premium increase.

SECTION 31. TERM OF AGREEMENT
continued

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this ____ day of _____ 2016.

**BERKELEY FARMS, INC./
DEAN FOODS, INC.**

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

Redacted by the U.S. Department of
the Treasury

By: _____

Dennis Slipakoff
Director, Labor Relations

Date: _____

2/19/16

Redacted by the U.S. Department of
the Treasury

By: _____

Tamara R. Rubyn
President/Business Manager

Date: _____

3/2/16

TR/lm(BFarms2016)
cwa:9415/afl-cio

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

WS 0664

**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: Berkeley Farms, LLC
Contract Person: Gennifer Tate
Address: 25500 Clawiter Road
City, State & Zip: Hayward, CA 94545
Telephone: 510-2105-8665

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): Limited Liability Corp.

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): Berkeley Farms, LLC

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

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

16 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.**

A&I RECEIVED
AUG 26 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: Shane M. Keith

Title: VP Labor + Ec Relations

Date Signed: 04-19-11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

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

Print Name: Judith Zenk, Co-Chair

Date Signed: OCT 26 2011

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

Print Name: Michael Parmelee, Co-Chair

Date Signed: OCT 26 2011

A&I RECD
AUG 26

WS 0169
WS 0913
WS 0173
WS 1166

WS 0153
WS 4340
WS 1144
WS 0155

WS 1067
WS 0726

All at 80% Supplemental.
\$6.25 Hourly Rate.

**TRADE UNION OFFICE AGREEMENT
ALAMEDA COUNTY**

And

RECEIVED
APR 06 2016

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

JULY 1, 2014 – JUNE 30, 2016



Bricklayers APPR OAKLAND =
Bricklayers JATC

July 1, 2014 – June 30, 2016

TRADE UNION OFFICE AGREEMENT - ALAMEDA COUNTY

THIS AGREEMENT, made and entered into on this 1st day of July 2014, by and between Alameda Master Trade Union Agreement, On behalf of Alameda county Central Labor Council, Amalgamated Transit Union 192, Amalgamated Transit Union 1555, Building/Construction Trades Council of Alameda, Bricklayers JATC, Communications Workers of America Union Local 9415, International Brotherhood Electrical Workers of Union Local 595, International Brotherhood Electrical Workers of Union JATC, Iron Workers Union Local 378, Work Preservation Fund, party of the first part, hereinafter called the Employer, and **OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29**, affiliated with the Office and Professional Employees International Union, AFL-CIO, party of the second part, hereinafter called the Union.

WITNESSETH

In consideration of the premises and of the respective promises, agreements and covenants of the parties hereto, that the said parties do hereby mutually agree as follows, to wit:

ARTICLE 1. RECOGNITION

The Employer recognizes the union as the sole collective bargaining agent for all office employees except all regularly elected officers and appointed officers of the Employer.

ARTICLE 2. UNION SECURITY

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on or before the thirtieth (30th) day following the effective date of this Agreement, become and remain a member in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or before the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

The Employer agrees to advise the Union of existing vacancies in the classifications covered by this Agreement and to afford it an opportunity to send applicants for these positions. The Employer will notify the Union of any position openings prior to other recruitment efforts being made in an attempt to fill the specific positions with outside applicants.

ARTICLE 11. CLASSIFICATIONS AND MINIMUM WAGE SCALES - continued

- (f) Nothing shall prevent the Employer from paying higher than the minimum set forth above.
- (g) It is understood and agreed that no employee shall suffer any reduction in wages and conditions as a result of the signing of this Agreement.
- (h) All part-time employees shall receive all the benefits of the Agreement on a pro-rata basis.
- (i) New employees who have had previous experience in a Trade Union office shall be credited with such experience and shall be placed in the wage schedule in accordance with such credit. New employees who have had previous comparable experience in offices other than Trade Union offices shall be credited with such experience up to a maximum of twenty-one (21) months.
- (j) Work in a higher classification is to be paid at the higher rate after a minimum of four (4) hours work in the higher classification.
- (k) Any positions not now covered by this Article, or any positions which may be established during the term of this Agreement, shall be subject to negotiations between the Employer and the Union. Such positions shall not be established and put into operation until such time as agreement is reached between the parties as to classification and rate of pay for the position. In the event the parties are unable to agree as to the classification and rate of pay for the position in question, the dispute shall be resolved in accordance with the provisions of subsection (b) of Article 30 of this Agreement.
- (l) Any jobs created by virtue of the above shall be offered to qualified employees within the collective bargaining unit prior to the Employer hiring new employees. In the event any employees within the collective bargaining unit would be displaced, the Employer agrees to institute a reasonable training program in an effort to qualify such employees prior to hiring any new employees.

ARTICLE 12. PENSION PLAN

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

Effective 11/1/2009
\$6.25

The Union and the Employer agree to hold educational meetings with the Employers and Union members with regard to the Western States Pension.

The Union agrees to meet and discuss with the following Employers Ninety (90) days after ratification to discuss the Pension.

ARTICLE 12. PENSION PLAN - continued

- (b) Eligibility for coverage under the plan shall be that employees shall have contributions made on their behalf for all hours paid, including, but not limited to, holidays, vacation, sick leave, jury duty, bereavement leave, etc.

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

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

ARTICLE 13. TERMINATION PAY

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

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

- (b) The Employer shall have the right to discharge any employee for just cause, but no employee shall be discharged or discriminated against by reason of Union membership or Union activities.
- (c) Employees may not be discharged unless the Employer has given the employee a letter of warning (with copy to the Union) setting forth complaint. Employee shall be allowed a reasonable period of time to correct such complaint. Letters of complaint will be invalid after a period of one (1) year (in compliance with Article 30 - Grievance Procedure).
- (d) In the event an employee terminates, for any reason, after six (6) months' employment, s/he shall be entitled to pro-rated vacation pay from the Employer in addition to said two (2) weeks' notice.
- (e) In cases of discharge or layoff of employees of six (6) months' continuous service, good or sufficient reasons shall be given the Union two (2) weeks prior to the date of termination of employment.

ARTICLE 32. UNION ELECTIONS

No Employer, officer, manager or supervisor shall require an employee covered by this Agreement to perform work, provide materials or information in violation of federal law for use in any campaign for political office in the employing Union. Employee's participation in the Employer's election process shall be strictly limited to official election functions such as preparation of official materials, tallying of ballots, reporting of election results under the direction of the official Election Committee or its designee.

ARTICLE 33. SUCCESSORS AND ASSIGNS

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

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

ARTICLE 34. INDUSTRIAL WELFARE COMMISSION ORDER

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

ARTICLE 35. DURATION OF AGREEMENT, PROVISIONS FOR AMENDMENT

This Agreement, together with all provisions herein set forth, shall continue in full force and effect from July 1, 2014 through June 30, 2016 and shall continue in full force and effect thereafter from year to year unless either party has served the other party written notice of its desire to change or modify this Agreement sixty (60) days prior to the date of expiration. In such event, negotiations shall be reopened in order to revise the section or sections regarding which notice of the proposed changes has been served. When agreed upon, these changes shall be incorporated into this Agreement effective as of the beginning of the year's term for which the revisions were proposed.

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