

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

**SECOND SUSPENSION APPLICATION**

**Exhibit 15**  
**(Part 11 of 12)**

## ARTICLE 12. PENSION PLAN

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

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

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

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

Redacted by the U.S.  
Department of the Treasury

By: \_\_\_\_\_

Josue' Garcia  
Chief Executive Officer

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

11/11/15

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

Redacted by the U.S. Department  
of the Treasury

By: \_\_\_\_\_

Kelly Gschwend  
Vice President/Business Representative

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

11-23-15

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

WS 0183 ✓

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

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

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

**AGREEMENT TO ADOPT REHABILITATION PLAN**

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

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

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

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

Effective Date: 9/1/2012

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

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

**EMPLOYER APPROVAL**

Redacted by the U.S. Department of the Treasury

Signature

Title:

CEO

Date:

2/22/13

**UNION APPROVAL**

Redacted by the U.S. Department of the Treasury

Signature

Title:

Vice President / Bus Rep

Date:

2/22/13

PGS/lm(RehabAdopt2012)  
cwa:9415/a0-cio

# **AGREEMENT**

*Between*

**SACRAMENTO CENTRAL LABOR COUNCIL**

*And*

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

**November 1, 2013 – October 31, 2016**





#### **ARTICLE XIV. EMPLOYEES HOSPITALIZATION, DENTAL DRUG & MAJOR MEDICAL**

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

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

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

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

#### **ARTICLE XV. PENSION PLAN**

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

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

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

## ARTICLE XXI. DURATION OF AGREEMENT

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

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

### **SACRAMENTO CENTRAL LABOR COUNCIL**

Redacted by the U.S. Department of the Treasury

By: \_\_\_\_\_

Rosalino Pedres  
President

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

August 14, 2015

Redacted by the U.S. Department of the Treasury

By: \_\_\_\_\_

Margarita Maldonado  
Recording Secretary

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

Redacted by the U.S. Department of the Treasury

By: \_\_\_\_\_

Tamara R. Rubyn  
President/Business Manager

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

8/17/2015

Redacted by the U.S. Department of the Treasury

By: \_\_\_\_\_

Nekisha Goodwin  
Business Representative

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

8/19/2015

lm(sacclc2013)  
cwa:9415/afl-cio

(29)  
WS 1157

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

FEB 05 2013

This Employer Participation Statement ("Statement") is an important document and should be kept with your permanent records. This Statement confirms your participation in the Plan<sup>1</sup>. Your contributions to the Plan funds pension benefits for eligible Participants.

1. Employer Making Contributions.

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

2. Local Information.

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

3. Coverage.

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



Bargaining unit employees.



Nonbargaining unit employees described as follows:

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

**APPROVED BY THE PLAN ADMINISTRATOR**

Redacted by the U.S.  
Department of the Treasury

11-30-2012

Signature

Date

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

---

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



OP 29  
WS 1147

RECEIVED  
MAR 30 2015

**TRADE UNION OFFICE AGREEMENT  
SAN JOAQUIN COUNTY**

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

**AND**

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

**November 1, 2013 - October 31, 2017**





### **ARTICLE XIII. PAY IN LIEU OF NOTICE**

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

### **ARTICLE XIV. HEALTH & WELFARE INSURANCE**

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

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

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

### **ARTICLE XV. PENSION PLAN**

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

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

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

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

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

Redacted by the U.S. Department of  
the Treasury

By: \_\_\_\_\_

David Brooks  
Apprentice Coordinator

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

3/11/15

Redacted by the U.S.  
Department of the Treasury

By: \_\_\_\_\_

Pete Halver  
Assistant Manager  
NCC-NECA

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

3/11/15

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

Redacted by the U.S. Department of the  
Treasury

By: \_\_\_\_\_

Tamara R. Rubyn  
President/Business Manager

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

3/16/15

Redacted by the U.S. Department of the  
Treasury

By: \_\_\_\_\_

Denice L. Washington  
Business Representative

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

3/16/15

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

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

**FEB 14 2011**

**29-1147**

**Employer  
Participation  
Agreement**

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

1. Employer Information.

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

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

#### APPROVAL OF PARTICIPATION AGREEMENT

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

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

Redacted by the U.S. Department of the Treasury

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

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

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

*David Brooks*  
*Training Director*  
*2-9-11*

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

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

Redacted by the U.S. Department of the Treasury

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

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

*Judith Zenk, Co-Chair*

*NOV 03 2011*

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

Redacted by the U.S. Department of the Treasury

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

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

*Michael Parmelee, Co-Chair*

*NOV 03 2011*



WS 1147

# Office & Professional Employees International Union | Local 29

## AFL-CIO & CLC

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

**RECEIVED**

NOV 30 2012

**OPEIU 29**

### WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

#### AGREEMENT TO ADOPT REHABILITATION PLAN

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

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

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

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

Effective Date: July 1, 2012

Check applicable line: x Rehabilitation Plan Schedule  
       Default Rehabilitation Plan Schedule

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

#### EMPLOYER APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title: Chairman

Date: 11/28/12

#### UNION APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title: Vice President/Business Rep

Date: 11-30-2012

905/bn(ReliefAdopt2012)  
 gwa:9413/afl-cio



**RECEIVED**

NOV 30 2012

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

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

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

By: \_\_\_\_\_

David Brooks  
Apprentice CoordinatorDate: 11-28-2012**OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 29,  
AFL-CIO, CLC**Redacted by the U.S. Department of the  
Treasury

By: \_\_\_\_\_

Kelly Gschwend  
Vice President/Business RepresentativeDate: 11-30-12KG/lm(SanJoaquinElectricalJATC LOApension2012)  
cwa:9415/gf-cjo

# **AGREEMENT**

*Between*

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

*And*

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

**September 1, 2015 - August 31, 2018**



## **ARTICLE 12. PENSION PLAN**

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

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

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

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

## **ARTICLE 13. DISCIPLINE AND DISCHARGE**

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

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

### **ARTICLE 32. SAVINGS CLAUSE**

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

### **ARTICLE 33. DURATION OF AGREEMENT**

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

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

By: Redacted by the U.S. Department  
of the Treasury  
Chap Power  
Training Director

Date: 1/4/2016

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

By: Redacted by the U.S. Department of the  
Treasury  
Tamara R. Rubyn  
President/Business Manager

Date: 1-11-16

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

Date: 1-11-16

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

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

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

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

**AGREEMENT TO ADOPT REHABILITATION PLAN**

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

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

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

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

Effective Date:

Sept 1, 2012

Check applicable line:

☒ Rehabilitation Plan Schedule

☐ Default Rehabilitation Plan Schedule

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

**EMPLOYER APPROVAL**

Redacted by the U.S.  
Department of the Treasury

Signature

Title: Training Director

Date: 11/27/2012

**UNION APPROVAL**

Redacted by the U.S. Department  
of the Treasury

Signature

Title: Business Representative

Date: 11/29/12

PO# 7m(Rehab/Adopt2012)  
cwa:2415@fl-cio

1321 Harbor Bay Pkwy. Suite 104 Alameda, California 94502 Phone (510) 995-1429 Fax (510) 995-1440 www.opciu29.org

FEB 21 2013



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

29-1127

**Employer  
Participation Agreement** MAR 04 2011

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

1. Employer Information.

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

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): SANTA CLARA COUNTY ELECTRICAL JATC

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

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

4 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

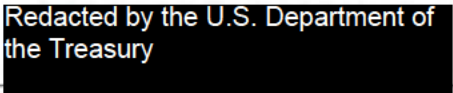


MAR 04 2011


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

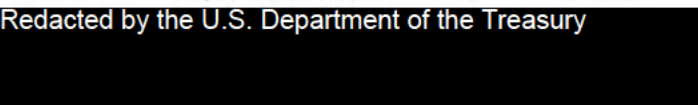
**APPROVAL OF PARTICIPATION AGREEMENT**

**APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER**

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

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

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

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



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

---

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MASTER TRADE SECTION**

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

**FOR THE PERIOD OF**

**APRIL 1, 2016 THROUGH MARCH 31, 2019**

## ARTICLE 15

### PENSIONS

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

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

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

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

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

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

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



ARTICLE 22

TERMINATION AND RENEWAL

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

EXECUTED at Seattle, Washington this \_\_\_\_\_ day of July 2016.

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

Redacted by the U.S. Department of the  
Treasury

By

Suzanne Mode  
Business Manager

Redacted by the U.S. Department of the  
Treasury

By

David Ciprut, REBOUND  
Bargaining Committee

Redacted by the U.S. Department of the  
Treasury

By

Fred Hutchins, IBEW Local 77  
Bargaining Committee

Redacted by the U.S. Department of  
the Treasury

By

Traci Miller, Heat & Frost Insulators Local 7  
Bargaining Committee

Redacted by the U.S. Department of  
the Treasury

By

Carol O'Neill, Sprinkler Fitters Local 699  
Bargaining Committee

Redacted by the U.S. Department of  
the Treasury

By

Tyler Walser, IBEW Local 77  
Bargaining Committee

FOR THE MASTER TRADE SECTION

Redacted by the U.S. Department of the  
Treasury

By

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

By

\_\_\_\_\_  
Employer

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

WS 8108

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name: South Area Pipe Trades  
Contract Person: Nancy Fenley  
Address: 545 Monst. Rd SW SE 100  
City, State & Zip: Benton, WA 98007  
Telephone: (425) 271-5900

MAR 6 2019

MAR 6 2019

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): Seattle Area Plumbing & Pipefitting Industry Journeymen & Apprentice Training Committee

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

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

4 employees covered by the collective bargaining agreement; and 8

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

MAR 02 2011



OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

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

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

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

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

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

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

EXECUTED in Seattle, Washington this 31<sup>st</sup> 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 62<sup>nd</sup> 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 134<sup>th</sup> 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 13<sup>th</sup> Avenue  
Seattle, WA 98122  
  
#8164
- 22) CEMENT MASONS & PLASTERERS TRAINING CENTERS  
(formerly WESTERN WA CEMENT MASONS JATC & ADVANCED TRAINING)  
6737 Corson Avenue S  
Seattle, WA 98108  
  
#8226
- 23) WASHINGTON STATE LABOR COUNCIL  
314 First Ave. W  
Seattle, WA 98119  
  
#8126



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

---

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MASTER TRADE SECTION**

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

**FOR THE PERIOD OF**

**APRIL 1, 2016 THROUGH MARCH 31, 2019**



## ARTICLE 15

### PENSIONS

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

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

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

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

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

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

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

ARTICLE 22

TERMINATION AND RENEWAL

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

EXECUTED at Seattle, Washington this \_\_\_\_\_ day of July 2016.

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

By \_\_\_\_\_  
Redacted by the U.S. Department of the Treasury

Suzanne Mode  
Business Manager

By \_\_\_\_\_  
Redacted by the U.S. Department of the Treasury

David Ciprut, REBOUND  
Bargaining Committee

By \_\_\_\_\_  
Redacted by the U.S. Department of the Treasury

Fred Hutchins, IBEW Local 77  
Bargaining Committee

By \_\_\_\_\_  
Redacted by the U.S. Department of the Treasury

Traci Miller, Heat & Frost Insulators Local 7  
Bargaining Committee

By \_\_\_\_\_  
Redacted by the U.S. Department of the Treasury

Carol O'Neill, Sprinkler Fitters Local 699  
Bargaining Committee

By \_\_\_\_\_  
Redacted by the U.S. Department of the Treasury

Tyler Walser, IBEW Local 77  
Bargaining Committee

FOR THE MASTER TRADE SECTION

By \_\_\_\_\_  
Redacted by the U.S. Department of the Treasury

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

By \_\_\_\_\_  
Employer

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

**FEB 14 2011**

**Employer  
Participation  
Agreement**

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

1. Employer Information.

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

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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



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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): Seattle Bldg + Const. Trades Council

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

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

1 employees covered by the collective bargaining agreement; and

       employees who are not covered by the collective bargaining agreement.

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

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

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

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

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



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

#### APPROVAL OF PARTICIPATION AGREEMENT

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

Redacted by the U.S. Department of the Treasury

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

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

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

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

Lee Newbert  
Executive Secretary  
2/9/2011

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

Redacted by the U.S. Department of the Treasury

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

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

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

OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

8-8138

Piledrivers  
2396

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

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

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

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

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

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

EXECUTED in Seattle, Washington this 31<sup>st</sup> 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 62<sup>nd</sup> 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 134<sup>th</sup> 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 13<sup>th</sup> Avenue  
Seattle, WA 98122

#8164

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

#8226

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

#8126



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

---

WS8273

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SEATTLE LABOR TEMPLE ASSOCIATION**

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

**FOR THE PERIOD OF**

**APRIL 1, 2016 THROUGH MARCH 31, 2019**

## ARTICLE 15

### PENSIONS

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

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

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

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

**Section 15.1(e)** Said contribution shall be made to the Western States Office and Professional Employees Pension Fund in the manner set forth in the Trust Agreement of said Trust. The details of such Retirement Plan established by this Trust Fund and this Trust Fund itself shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and management who are signatories 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 20<sup>th</sup> day of July 2016.

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

Redacted by the U.S. Department of the  
Treasury

By

Suzanne Mode  
Business Manager

SEATTLE LABOR TEMPLE ASSOCIATION

Redacted by the U.S.  
Department of the Treasury

By

Erik Van Rossum  
SLTA Secretary-Treasurer

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

FEB 28 2011

8-8273

**Employer  
Participation  
Agreement**

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

1. Employer Information.

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

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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



FEB 28 2011

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

**APPROVAL OF PARTICIPATION AGREEMENT**

**APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER**

EMPLOYER SIGNATURE:

Redacted by the U.S. Department of the Treasury

Print Name:

JOHN MASTERJOHN

Title:

BUILDING MANAGER

Date Signed:

2-22-11

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

CO-CHAIR SIGNATURE:

Redacted by the U.S. Department of the Treasury

Print Name:

Judith Zenk, Co-Chair

Date Signed:

NOV 03 2011

CO-CHAIR SIGNATURE:

Redacted by the U.S. Department of the Treasury

Print Name:

Michael Parmelee, Co-Chair

Date Signed:

NOV 03 2011

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

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

**ARTICLE I.**  
**EMPLOYMENT OF UNION MEMBERS**

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

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

**ARTICLE II.**  
**TERMINATION**

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

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

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

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

## **ARTICLE XII. PENSION FUND**

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

## **ARTICLE XIII. 401 K RETIREMENT FUND**

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

## **ARTICLE XIV JURY DUTY**

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

## **ARTICLE XV. SENIORITY**

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

**ARTICLE XVI.  
LABOR/MANAGEMENT RELATIONS**

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

**ARTICLE XVII.  
SAVINGS CLAUSE**

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

**ARTICLE XVIII.  
DURATION OF AGREEMENT**

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

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

**AS AGREED THIS 1ST DAY OF OCTOBER, 2015.**

**UTAH BUILDING TRADES  
EMPLOYERS MASTER**

Redacted by the U.S. Department of the  
Treasury

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

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

Redacted by the U.S. Department of the  
Treasury

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

Redacted by the U.S. Department of the  
Treasury

Marilee Albretsen, Steward  
Office & Professional Employees  
Local Union 11



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

Redacted by the U.S. Department of  
the Treasury

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

Redacted by the U.S. Department of  
the Treasury

John Wadlow, Business Manager/FST  
UA Local 140

Redacted by the U.S. Department of the  
Treasury

Russell Lamoreaux, Business Manager/FST  
IBEW Local Union 354

Carl Brailsford, Training Director  
IBEW Local Union 354  
Joint Apprenticeship & Training

Redacted by the U.S. Department of the  
Treasury

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

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of  
the Treasury

Dale Cox, President  
AFL-CIO

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

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

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

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

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

Agreed to on this \_\_\_\_\_ of April 2011.

Redacted by the U.S. Department of the Treasury

Mike McDonald/Secretary-Treasurer  
Utah Building Trade Employers Master

Redacted by the U.S. Department of the Treasury

Larry Face/President  
Utah Building Trade Employers Master

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

Maureen Bower/Union Representative  
OPEIU Local 11

Redacted by the U.S. Department of the Treasury

Marilee Albretson/Shop Steward  
OPEIU Local 11

hg  
opeiu11-afl-cio  
2011 UTMA WSP

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

FEB 28 2011

**Employer  
Participation  
Agreement**

11-3882

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

1. Employer Information.

Name: UTAH AFK-CIO  
Contract Person: JAMES R. Judd  
Address: 2261 SO Rod Ward Rd #M  
City, State & Zip: West Valley City - UT 84119  
Telephone: 801-972-2771

2. Local Information.

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

~~AFK-CIO~~ OPEIU

3. Participation.

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

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

4. Coverage.

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

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

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

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

FEB 28 2011

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

EMPLOYER PARTICIPATION AGREEMENT

ATTACHMENT B: NONBARGAINING UNIT EMPLOYEES

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

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

Classification: \_\_\_\_\_

Total number of employees not covered by a CBA: 0

Total number of employees in the classification: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

4. Contribution rate for nonbargaining unit employees: \_\_\_\_\_

Redacted by the U.S. Department of  
the Treasury

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

Print Name:

JAMES R. Judd

Title:

President

Date:

2-23-11

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



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

**APPROVAL OF PARTICIPATION AGREEMENT**

**APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER**

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

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

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

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

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

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

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

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

Redacted by the U.S. Department of the Treasury

Judith Zenk, Co-Chair

NOV 16 2011

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

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

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

Redacted by the U.S. Department of the Treasury

Michael Parmelee, Co-Chair

NOV 16 2011

FEB 28 2011

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

OPEIU LOCAL 11

APR 13 2016

RECEIVED

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 16. EDUCATION**

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

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

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

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

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



## ARTICLE 24. TERMINATION AND RENEWAL

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

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

### UNITED LABOR UNION ASSOCIATION

Redacted by the U.S. Department of the  
Treasury

Gary Young/Business Manager IBEW Local 48  
ULUA - President

Redacted by the  
U.S. Department of  
the Treasury

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

Redacted by the U.S.  
Department of the Treasury

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

Redacted by the U.S. Department  
of the Treasury

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

Redacted by the U.S. Department of the  
Treasury

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

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

Redacted by the U.S. Department of the  
Treasury

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

Redacted by the U.S. Department of the  
Treasury

Maureen Colvin /Union Representative  
OPEIU Local 11

Redacted by the U.S. Department of the Treasury

Donna Allen/Member  
OPEIU Local 11

Redacted by the U.S.  
Department of the Treasury

Laura Robbins/Member  
OPEIU Local 11

## ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# MEMORANDUM OF UNDERSTANDING

between  
United Labor Union Association (ULUA)  
and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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

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

Redacted by the U.S.  
Department of the Treasury

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

Redacted by the U.S. Department of  
the Treasury

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

Redacted by the U.S.  
Department of the  
Treasury

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

Redacted by the U.S. Department of the  
Treasury

Maureen Bower/Union Representative  
OPEIU Local 11

Redacted by the U.S. Department of the  
Treasury

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

Redacted by the U.S.  
Department of the

Sharon Allen/Member  
Local 11

Redacted by the U.S. Department of  
the Treasury

Madelyn Elder/President CWA Local 7901  
ULUA-Negotiating Team

Redacted by the U.S.  
Department of the Treasury

Laura Gustafson/Member  
Local 11

Redacted by the U.S. Department of  
the Treasury

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

Ratified by ballot vote 8/26/10

ULUA 2013 – Page 18



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

11-2900

**Employer  
Participation  
Agreement**

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

FEB 25 2011

1. Employer Information.

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

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ 2 employees covered by the collective bargaining agreement; and

\_\_\_\_\_ employees who are not covered by the collective bargaining agreement.

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

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

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

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

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

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

**APPROVAL OF PARTICIPATION AGREEMENT**

FEB 25 2011

**APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER**

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

Redacted by the U.S.  
Department of the Treasury

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

LEN PHILLIPS

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

BUSINESS MANAGER / FST

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

2/23/11

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

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

Redacted by the U.S. Department of the  
Treasury

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

Judith Zenk, Co-Chair

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

NOV 03 2011

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

Redacted by the U.S. Department of the Treasury

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

Michael Parmelee, Co-Chair

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

NOV 03 2011

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

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

**ARTICLE I.**  
**EMPLOYMENT OF UNION MEMBERS**

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

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

**ARTICLE II.**  
**TERMINATION**

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

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



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

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

## **ARTICLE XII. PENSION FUND**

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

## **ARTICLE XIII. 401 K RETIREMENT FUND**

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

## **ARTICLE XIV JURY DUTY**

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

## **ARTICLE XV. SENIORITY**

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

**ARTICLE XVI.  
LABOR/MANAGEMENT RELATIONS**

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

**ARTICLE XVII.  
SAVINGS CLAUSE**

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

**ARTICLE XVIII.  
DURATION OF AGREEMENT**

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

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

**AS AGREED THIS 1ST DAY OF OCTOBER, 2015.**

**UTAH BUILDING TRADES  
EMPLOYERS MASTER**

Redacted by the U.S. Department  
of the Treasury

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

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

Redacted by the U.S. Department of the  
Treasury

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

Redacted by the U.S. Department of the  
Treasury

Marilee Albretsen, Steward  
Office & Professional Employees  
Local Union 11

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

Redacted by the U.S. Department of the  
Treasury

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

Redacted by the U.S. Department of the  
Treasury

John Wadlow, Business Manager/FST  
UA Local 140

Redacted by the U.S. Department of the Treasury

Russell Lamoreaux, Business Manager/FST  
IBEW Local Union 354

Carl Brailsford, Training Director  
IBEW Local Union 354

Joint Apprenticeship & Training

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the  
Treasury

Dale Cox, President /  
AFL-CIO