ARTICLE 12. PENSION PLAN

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

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

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

SANTA CLARA & SAN BENITO COUNTIES
BUILDING & CONSTRUCTION TRADES
COUNCIL

By: Josue Garcia
Chief Executive Officer

Date: 11/1/15

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29

By: [Redacted]
Vice President/Business Representative

Date: 11/23/15

KG/IM/BTC63914
CWA/9415/aff-cio
AGREEMENT TO ADOPT REHABILITATION PLAN

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

Parties: OPEN 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: [Redacted]

Date: 2/28/13

UNION APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title: Vice President/Shopstew

Date: 2/28/13
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

By: ____________
Rosario Pedres
President

Date: August 14, 2015

By: ____________
Margarita Maldonado
Recording Secretary

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29

By: ____________
Tamara R. Rubyn
President / Business Manager

Date: 8/17/2011

By: ____________
Nekisha Goodwin
Business Representative

Date: 8/19/2015

Im(sacclc2013)
cwa:9415/afl-cio
Western States Office and Professional Employees Pension Fund
Employer Participation Agreement

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. Your contributions to the Plan funds pension benefits for eligible Participants.

1. Employer Making Contributions:
   Name: Sacramento Central Labor Council
   Contact Person: Teresa Villasenor
   Address: 2840 El Centro Road, #11
   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

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1 The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.
b. All Employers are subject to Plan administrative rules and policies, which are available from the Plan’s website or from the Trust office. Documents relating to the Plans’ funding status under the Pension Protection Act and the Plan’s rehabilitation plan are also available from the website or from the Trust office.

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

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

e. Employer agrees to make contributions at the rate now in effect under the CBA, or as subsequently amended. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.

f. Employer agrees to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer’s participation in the Plan. Employer agrees to waive the statute of limitations on Plan audits.

APPROVED BY THE PLAN ADMINISTRATOR

Redacted by the U.S. Department of the Treasury 11/30/2012

Signature Date

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

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

Administered by A&I Benefit Plan Administrators, Inc.
1220 SW Morrison St. Suite 300, Portland OR 97205-2222
(503) 224-0048 (800) 547-4457 Fax (503) 228-0149

EXHIBIT 15 (PART 11 of 12) Page 8 of 69
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

OPEIU Local 29
AFL-CIO & CLC
ARTICLE XIII. PAY IN LIEU OF NOTICE

(a) Any employee of over six (6) months' continuous service who may be discharged or laid off, shall be given two (2) weeks' notice in writing or two (2) weeks' pay in lieu thereof. It shall be a reciprocal obligation and matter of good faith on the part of the employee to give two (2) weeks' notice in writing to the employing Union in case of an intended resignation. This Article shall not apply to any employee discharged for due and just cause such as dishonesty, drunkenness, immoral conduct or insubordination.

(b) In the event an employee's services shall be terminated after six (6) months' employment, s/he shall be entitled to prorated vacation pay from the employing Union in addition to said two (2) weeks' notice.

ARTICLE XIV. HEALTH & WELFARE INSURANCE

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

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

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

ARTICLE XV. PENSION PLAN

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

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

The Union Representative of the Office & Professional Employees Union, Local 29 shall have the right to contact the employees at work with respect to this Agreement.
IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals this first (1st) day of November, 2013.

SAN JOAQUIN & CALAVERAS COUNTIES ELECTRICAL JOINT APPRENTICESHIP COMMITTEE

By: [Redacted by the U.S. Department of the Treasury]
David Brooks
Apprentice Coordinator

Date: 3/11/15

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

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

Date: 3/16/15

By: [Redacted by the U.S. Department of the Treasury]
Pete Halver
Assistant Manager
NCC-NECA

Date: 3/11/15

By: [Redacted by the U.S. Department of the Treasury]
Denise L. Washington
Business Representative

Date: 3/16/15

DLW/lm(cwr59017)
cwa 9415/afceio
The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan") for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

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

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: _______________________.


   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.

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1 The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.
c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: [Redacted by the U.S. Department of the Treasury]
Print Name: David Brooks
Title: Training Director
Date Signed: 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: Judith Zenk, Co-Chair
Date Signed: NOV 03 2011

CO-CHAIR SIGNATURE: [Redacted by the U.S. Department of the Treasury]
Print Name: Michael Parmele, Co-Chair
Date Signed: NOV 03 2011
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: 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: 11/26/12

**UNION APPROVAL**

Redacted by the U.S. Department of the Treasury

Signature

Title: Vice President/Business Rep

Date: 11-30-2012
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

By:

David Brooks
Apprentice Coordinator

Date: 11-28-2012

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

By:

Redacted by the U.S. Department of the Treasury

Kelly Gschwend
Vice President/Business Representative

Date: 11-30-12
AGREEMENT

Between

SANTA CLARA COUNTY ELECTRICAL JOINT APPRENTICESHIP TRAINING COMMITTEE

And

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

September 1, 2015 - August 31, 2018
ARTICLE 12. PENSION PLAN

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

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

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

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

ARTICLE 13. DISCIPLINE AND DISCHARGE

(a) All new employees shall be required to complete a one hundred twenty (120) calendar day probationary period. Upon completion of the one hundred twenty (120) calendar day probationary period, the employee shall be considered a permanent employee. A probationary employee can be discharged for any reason; no written notice shall be given.

(b) The Employer shall not discharge or discriminate against any employee for Union activities nor shall an employee be discharged without just cause. The Employer agrees to the concept of progressive discipline.

(c) Except under the circumstances requiring immediate discharge for cases involving serious misconduct, including, but not limited to, theft, insubordination, prolonged absenteeism, job abandonment, threat of physical abuse, sexual harassment, substance abuse or failure to follow a direct order that is given by a supervisor, no employee who has completed the one hundred twenty (120) day probationary period shall be discharged, except for just cause.

(d) In meetings where employees believe they may receive disciplinary action, the Employer agrees to allow the employees to have their Union Steward or representative present during such meetings. Such presence of Steward or representative will be at the employee’s option.

(e) The Employer agrees to put an employee’s written comments regarding a verbal or written warning in the employee’s personnel file.

Any employee in the service of the Employer for a period of one (1) month to six (6) months who may be discharged or laid off shall be given three (3) days’ notice or pay in lieu thereof. After six (6) months and up to two (2) years’ continuous employment with
ARTICLE 32. SAVINGS CLAUSE

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

ARTICLE 33. DURATION OF AGREEMENT

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

SANTA CLARA COUNTY ELECTRICAL JOINT APPRENTICESHIP AND TRAINING COMMITTEE

By: Chap Power
Training Director

Date: 1/4/2016

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

By: Tamara R. Rubyn
President/Business Manager

Date: 1/11/16

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

Date: 1/11/16

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

Date: 1/11/16

TK/Im/EWR19815
cwa:9415/afl-cio
Office & Professional Employees International Union / Local 29
AFL-CIO & CLC

Tamara R. Ruben, President/Manager; Patricio G. Sanchez, Secretary-Treasurer/Manager

Western States Office and Professional Employees Pension Fund

Agreement to Adopt Rehabilitation Plan

Plan: Western States Office and Professional Employees Pension Fund

Parties:

- OPEIU 29, the "Union"
- 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: 11/27/12

1521 Harbor Bay Pkwy. Suite 404 Alameda, California 94501 Phone (510) 986-1429 Fax (510) 986-1410 www.opeiu29.org

FEB 2 1 2013
Western States Office and Professional Employees Pension Fund

Employer Participation AGREEMENT

The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan") 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: ____________________________

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

☑ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

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

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

1 The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.
5. **Employer Representations.** The Employer makes the following representations to the Board in support of the Employer’s request for participation:

a. **Employer is a (insert form of business):** *Non Profit, Trust.*

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

b. **Employer is doing business under the following name(s) (attach separate page if more space is needed):** *Santa Clara County Electrical JATC*

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

d. **Employer now has the following employees (insert number):**
   - [ ] employees covered by the collective bargaining agreement; and
   - [ ] employees who are not covered by the collective bargaining agreement.

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

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

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

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

b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer’s participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**
c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: [Redacted by the U.S. Department of the Treasury]
Print Name: DANIEL ROMERO
Title: TRAINING DIRECTOR
Date Signed: 3-1-11

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
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
Suzanne Mode
Business Manager

By
David Ciprut, REBOUND
Bargaining Committee

By
Fred Hutchins, IBEW Local 77
Bargaining Committee

By
Traci Miller, Heat & Frost Insulators Local 7
Bargaining Committee

By
Carol O’Neill, Sprinkler Fitters Local 699
Bargaining Committee

By
Tyler Walser, IBEW Local 77
Bargaining Committee

FOR THE MASTER TRADE SECTION

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

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

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

1. Employer Information.
   Name: [Name]
   Contract Person: [Name]
   Address: [Address]
   City, State & Zip: [City, State & Zip]
   Telephone: [Telephone]

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: ____________________.

   This Agreement covers the following (check applicable box(es)):
   - [ ] Bargaining unit employees as described in Attachment A.
     Note: Attach a copy of collective bargaining agreement.
   - [ ] Nonbargaining unit employees described in Attachment B (see note).
     Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

---

1 The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.
5. **Employer Representations.** The Employer makes the following representations to the Board in support of the Employer’s request for participation:

   a. Employer is a (insert form of business): ____________

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

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

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

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

      ____________ employees covered by the collective bargaining agreement; and

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

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

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

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

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

   b. Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer’s participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.
c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

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

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

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

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

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

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

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

1) Increase the Employer’s contribution into the Employer’s alternative pension plan by forty-seven cents ($0.47) per hour on behalf of each bargaining unit employee; or

2) Divert forty-seven cents ($0.47) per hour into the Office and Professional Employees Local 8 Supplemental 401K Retirement Fund or other defined contribution fund of the employees' choice; or

3) Add forty-seven cents ($0.47) per hour to the current wage rate of the bargaining unit employee(s).

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

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

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

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8

By: Suzanne Moda
Business Manager

FOR THE TRADE SECTION EMPLOYERS

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

[Redacted by the U.S. Department of the Treasury]

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
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(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\textsuperscript{nd} Avenue S, Suite 105  
Kent, WA 98032  

#9109

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

#9101

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\textsuperscript{th} Pl #101  
Tukwila, WA 98168  

#8162

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

#8138
18) PUGET SOUND ELECTRICAL APPRENTICESHIP AND TRAINING TRUST
   550 SW 7th St.
   Renton, WA 98057
   #8127

17) REBOUND
   2800 First Avenue, Room 216
   Seattle, WA 98121
   #8241

18) SEATTLE AREA PLUMBING AND PIPEFITTING APPRENTICESHIP AND JOURNEYMEN TRAINING TRUST
   595 Monster Rd. SW #100
   Renton, WA 98057
   #8108

19) SEATTLE BUILDING AND CONSTRUCTION TRADES COUNCIL
   14675 Interurban Ave. S, Suite 101
   Tukwila, WA 98168
   #8154

20) SPRINKLER FITTERS AND APPRENTICES LOCAL NO. 699
   2800 First Avenue #111
   Seattle, WA 98121
   #8118

21) STREET PAVERS, SEWER, WATERMAIN AND TUNNEL WORKERS UNION LOCAL NO. 440
   565 13th Avenue
   Seattle, WA 98122
   #8164

22) CEMENT MASON'S & PLASTERERS TRAINING CENTERS
   (formerly WESTERN WA CEMENT MASON'S JATC & ADVANCED TRAINING)
   6737 Corson Avenue S
   Seattle, WA 98108
   #8226

23) WASHINGTON STATE LABOR COUNCIL
   314 First Ave. W
   Seattle, WA 98119
   #8126
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

EXHIBIT 15 (PART 11 of 12) Page 33 of 69
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 ______________ day of July 2016.

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

By

Suzanne Mode
Business Manager

FOR THE MASTER TRADE SECTION

By

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

Employer

By

Fred Huchins, IBEW Local 77
Bargaining Committee

By

Traci Miller, Heat & Frost Insulators Local 7
Bargaining Committee

By

Carol O’Neill, Sprinkler Fitters Local 699
Bargaining Committee

By

Tyler Walser, IBEW Local 77
Bargaining Committee

Redacted by the U.S. Department of the Treasury

Redacted by the U.S. Department of the Treasury

Redacted by the U.S. Department of the Treasury

Redacted by the U.S. Department of the Treasury

Redacted by the U.S. Department of the Treasury
Western States Office and Professional Employees Pension Fund

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

1. **Employer Information.**
   
   **Name:** Seattle Bldg. Trades Council
   
   **Contract Person:** Lee Niewaent
   
   **Address:** P.O. Box 80327
   
   **City, State & Zip:** Seattle WA 98108
   
   **Telephone:** 206-441-0530

2. **Local Information.**
   
   Employer has a collective bargaining agreement with Local Union \(\text{Local Union Number}\) (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)):
   
   - [x] 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)):
   
   - [x] Bargaining unit employees as described in Attachment A.

   **Note:** Attach a copy of collective bargaining agreement.

   - [ ] Nonbargaining unit employees described in Attachment B (see note).

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

\(^1\) The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.
5. **Employer Representations.** The Employer makes the following representations to the Board in support of the Employer's request for participation:

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

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

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

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

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

      [ ] employees covered by the collective bargaining agreement; and

      [ ] employees who are not covered by the collective bargaining agreement.

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

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

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

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

   b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**
c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: Redacted by the U.S. Department of the Treasury
Print Name: Lee Neumark
Title: Executive Secretary
Date Signed: 2/9/2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury
Print Name: Judith Zenk, Co-Chair
Date Signed: NOV 16 2011

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury
Print Name: Michael Parmelee, Co-Chair
Date Signed: NOV 16 2011
LETTER OF UNDERSTANDING

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

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

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

1) Increase the Employer’s contribution into the Employer’s alternative pension plan by forty-seven cents ($0.47) per hour on behalf of each bargaining unit employee; or

2) Divert forty-seven cents ($0.47) per hour into the Office and Professional Employees Local 8 Supplemental 401K Retirement Fund or other defined contribution fund of the employees’ choice; or

3) Add forty-seven cents ($0.47) per hour to the current wage rate of the bargaining unit employee(s).

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

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

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

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8

Redacted by the U.S. Department of the Treasury

By
Suzanne Mody
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
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   #8133

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   #8152

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   #8240

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   Seattle, WA 98121

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Tukwila, WA 98168  

#8253

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19802 62nd Avenue S, Suite 105  
Kent, WA 98032  

#9109

10) INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 89  
P.O. Box 3219  
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#9101

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

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2800 First Avenue #206  
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Seattle, WA 98106  

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4550 South 134th Pl #101  
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2800 First Avenue, Room 216
Seattle, WA 98121

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14675 Interurban Ave. S, Suite 101
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#8154

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2800 First Avenue #111
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#8118

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565 13th Avenue
Seattle, WA 98122

#8164

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

#8226

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

#8126
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 20th day of July 2016.

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

By
Suzanne Mode
Business Manager

SEATTLE LABOR TEMPLE ASSOCIATION

By
Erik Van Rossum
SLTA Secretary-Treasurer

Redacted by the U.S. Department of the Treasury

Redacted by the U.S. Department of the Treasury

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

1. **Employer Information.**
   - **Name:** Seattle Labor Temple Association
   - **Contract Person:** John Masterson
   - **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 \(\#\) (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. **Participation.**
   This Agreement is for the following: (check applicable box(es)):
   - [ ] An existing Participating Employer to update Plan records.
   - [ ] A new Participating Employer.
     - Effective date of coverage: ____________
   - [ ] A new group of Employees of an existing Participating Employer.
     - Effective date of coverage: ____________

4. **Coverage.**
   This Agreement covers the following (check applicable box(es)):
   - [ ] Bargaining unit employees as described in Attachment A.
     - **Note:** Attach a copy of collective bargaining agreement.
   - [ ] Nonbargaining unit employees described in Attachment B (see note).
     - **Note:** See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

\(^1\) The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.
c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: 
Print Name: JOHN MASTERTJH
Title: BUILDING MANAGER
Date Signed: 2-22-11

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
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 Administered 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
Marcie Albreten, Steward
Office & Professional Employees
Local Union 11
SIGNATORY EMPLOYERS OF THE UTAH BUILDING TRADES
EMPLOYERS MASTER AGREEMENT

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

John Wadlow, Business Manager/FST
UA Local 140

Russell Lamoreaux, Business Manager/FST
IBEW Local Union 354

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

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

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

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

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
Maurice Bower/Union Representative
OPEIU Local 11

Redacted by the U.S. Department of the Treasury
Myrtle Albreton/Shop Steward
OPEIU Local 11
The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan") for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.
   Name: JAMES R. TULL
   Contract Person: 2261 SGP ROD WARD RD #4M
   Address: WEST VALLEY CITY, UT 84119
   City, State & Zip: 801-978-2771
   Telephone: 

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

3. Participation.
   This Agreement is for the following: (check applicable box(es)):
   ☑ An existing Participating Employer to update Plan records.
   ☐ A new Participating Employer.

   Effective date of coverage: 

   ☐ A new group of Employees of an existing Participating Employer.

   Effective date of coverage: 

   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.

---

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

   EMPLOYER SIGNATURE: ________________
   Print Name: ___________________________
   Title: ________________________________
   Date: ________________

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

<table>
<thead>
<tr>
<th>EMPLOYER SIGNATURE:</th>
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<tbody>
<tr>
<td>Print Name:</td>
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<tr>
<td>Title:</td>
<td></td>
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<tr>
<td>Date Signed:</td>
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</table>

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

<table>
<thead>
<tr>
<th>CO-CHAIR SIGNATURE:</th>
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<tbody>
<tr>
<td>Print Name:</td>
<td>Judith Zenk, Co-Chair</td>
</tr>
<tr>
<td>Date Signed:</td>
<td>Nov 16 2011</td>
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</tbody>
</table>

<table>
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<tr>
<th>CO-CHAIR SIGNATURE:</th>
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<tbody>
<tr>
<td>Print Name:</td>
<td>Michael Parmelee, Co-Chair</td>
</tr>
<tr>
<td>Date Signed:</td>
<td>Nov 16 2011</td>
</tr>
</tbody>
</table>
LABOR AGREEMENT
BETWEEN
UNITED LABOR UNION ASSOCIATION
AND THE
OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 11
AFL-CIO

FOR THE PERIOD

April 1, 2016
THROUGH
March 31, 2019
Section 3. Eligibility for dependant healthcare coverage shall be in accordance with the Health and Welfare Trust rules.

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

Section 10. This shall not affect present comparable Retirement Plans which have been approved by the Trustees of the Western States 401(k) Retirement Fund of the OPEIU.
Section 11. Effective April 1, 2016, and for the duration of this Agreement, the Employer agrees to make a minimum contribution of three dollars and ninety-three cents ($3.93) per compensable hour to the Western States Office & Professional Employees Pension Fund for all employees. The Employer also agrees to contribute the additional eighty percent (80%) cap for the pension surcharge amount listed in the 2013 Rehab Plan, in accordance with the Supplemental Contribution Schedule, with a total contribution amount of seven dollars and seven cents ($7.07) to the Western States Office & Professional Employees Pension Fund.

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. EDUCATION

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

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

ARTICLE 17. NON-DISCRIMINATION

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

Section 2. No clause in this Agreement shall be understood to imply any lowering of the
ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31st day of March 2016:

UNITED LABOR UNION ASSOCIATION

Redacted by the U.S. Department of the Treasury

Gary Young/Business Manager IBEW Local 48 ULUA - President

Dave Winkle/Business Representative IUPAT - DC95 ULUA-Secretary

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

Jack Johnson/IUPAT - DC95 ULUA-Negotiating Team

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

Maureen Colvin /Union Representative OPEIU Local 11

Donna Allen/Member OPEIU Local 11

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 wages 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.

Ratified by ballot vote 8/26/10

ULUA 2013 — Page 9
MEMORANDUM OF UNDERSTANDING
between
United Labor Union Association (ULUA)
and the
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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

SIGNED this 30th day of August 2010.

Redacted by the U.S. Department of the Treasury
Lou Christian/Assistant Business Manager; UA-290
ULUA-Pres.

Redacted by the U.S. Department of the Treasury
Dave Shelden/Business Representative IUPAT-DC #5
ULUA-Secretary

Redacted by the U.S. Department of the Treasury
Brett Hinsley/Business Manager Cement Masons Local 555
ULUA-Negotiating Team

Redacted by the U.S. Department of the Treasury
Madelyn Elder/President CWA Local 7901
ULUA-Negotiating Team

Redacted by the U.S. Department of the Treasury
Kevin Jensen/Business Manager Ironworkers Local 29
ULUA-Negotiating Team

Redacted by the U.S. Department of the Treasury
Michael L. Richards/Executive Secretary-Treasurer
OPEIU Local 11

Redacted by the U.S. Department of the Treasury
Maureen Bower/Union Representative
OPEIU Local 11

Redacted by the U.S. Department of the Treasury
Sharon Allen/Member
Local 11

Redacted by the U.S. Department of the Treasury
Leora Gustafson/Member
Local 11
The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan") for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.
   Name: Sheet Metal Workers Local 16
   Contract Person: Jen Phillips
   Address: 3379 NE 178th
   City, State & Zip: Portland, OR
   Telephone: 503-854-0123

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: ______________________

   This Agreement covers the following (check applicable box(es)):
   - Bargaining unit employees as described in Attachment A.
     Note: Attach a copy of collective bargaining agreement.
   - Nonbargaining unit employees described in Attachment B (see note).
     Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

1 The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.
5. **Employer Representations.** The Employer makes the following representations to the Board in support of the Employer's request for participation:

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

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

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

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

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

      2 employees covered by the collective bargaining agreement; and

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

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

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

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

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

   b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**
c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: __________________________
Print Name: _________ Phillips
Title: Business Manager / FST
Date Signed: 2/23/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: __________________________
Print Name: Judith Zenk, Co-Chair
Date Signed: NOV 3 2011

CO-CHAIR SIGNATURE: __________________________
Print Name: Michael Parmelee, Co-Chair
Date Signed: NOV 3 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 Administered Pension Plan; participation in either plan will be at the option of the Employer.

ARTICLE XIII.
401 K RETIREMENT FUND

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

ARTICLE XIV
JURY DUTY

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

ARTICLE XV.
SENIORITY

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

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

ARTICLE XVII.
SAVINGS CLAUSE

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

ARTICLE XVIII.
DURATION OF AGREEMENT

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

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

AS AGREED THIS 1ST DAY OF OCTOBER, 2015.

UTAH BUILDING TRADES
EMPLOYERS MASTER

Redacted by the U.S. Department of the Treasury
Michael L. McDonald
Secretary-Treasurer
Utah Building & Construction Trades Council

OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 11

Redacted by the U.S. Department of the Treasury
Michael L. Richards
Executive Secretary-Treasurer
Office and Professional Employees
Local Union 11.

Redacted by the U.S. Department of the Treasury
Marilee Albreten, Steward
Office & Professional Employees
Local Union 11
SIGNATORY EMPLOYERS OF THE UTAH BUILDING TRADES
EMPLOYERS MASTER AGREEMENT

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

John Wadlow, Business Manager/FST
UA Local 140

Russell Lamoreaux, Business Manager/FST
IBEW Local Union 354

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

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

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

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

Date Cox, President
AFL-CIO