

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

SECOND SUSPENSION APPLICATION

Exhibit 15
(Part 2 of 12)

FOR THE EMPLOYER:

**ALAMEDA BUILDING & CONST.
TRADES COUNCIL**

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

Andreas Cluver
Secretary-Treasurer

Date: 2/23/16

**ALAMEDA LABOR COUNCIL,
AFL-CIO**

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

Josie Camacho
Executive Secretary-Treasurer

Date: 2/27/16

FOR THE UNION:

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

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

Tamara R. Rubyn
President/Business Manager

Date: 3/2/16

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

Kelly Gschwend
Vice President/Business Representative

Date: 3-2-16

The Alameda Master Agreement covers the following Employers:

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

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

AGREEMENT TO EXTEND CONTRACT

Between

ALAMEDA MASTER TRADE UNION AGREEMENT,

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

And

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

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

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

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

**ALAMEDA MASTER TRADE UNION
AGREEMENT**

Redacted by the U.S. Department
of the Treasury

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

Date: 6/27/16

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

Redacted by the U.S.
Department of the Treasury

By: _____
Kelly Gschwend
Vice President/Business Representative

Date: 6-27-16

Redacted by the U.S. Department of the
Treasury

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

Date: 6/27/16

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

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

WS 0173

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: Building Trades Council of Alameda County
Contract Person: Ophelia Phifer
Address: 8400 Enterprise Way #205
City, State & Zip: Oakland, CA 94621
Telephone: 510-430-8664

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department
of the Treasury

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

Andrea Cluver
Secretary-Treasurer

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the
Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Judith Zenk, Co-Chair

OCT 26 2011

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Redacted by the U.S. Department of the Treasury

Michael Parmelee, Co-Chair

OCT 26 2011

WS0913

Office & Professional Employees International Union | Local 29

AFL-CIO & CLC

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

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

AGREEMENT TO ADOPT REHABILITATION PLAN

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

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

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

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

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

Effective Date: January 1, 2013

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

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

EMPLOYER APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title: Secretary-Treasurer

Date: 4/5/13

Redacted by the U.S. Department of the Treasury

Signature

Title: Exec. Sec. Treas.

Date: 4-5-13

UNION APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title: Vice President / Bus. Rep.

Date: 4/5/13

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

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

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

BUILDING TRADE UNION OFFICES

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

International Union of Elevator
Constructors, Local 25

Colorado Building and Construction Trades
Council

International Brotherhood of
Boilermakers, Local 101

Operating Engineers JATC



May 1, 2014
to and including
April 30, 2017

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

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

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

ARTICLE 20 – PENSION

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

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

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

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

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

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

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

ARTICLE 21 – TECHNOLOGICAL CHANGES

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

ARTICLE 22 – GRIEVANCE AND ARBITRATION

22.1 All grievances shall be handled in the following manner:

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

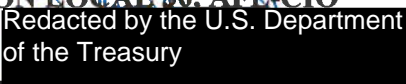
ARTICLE 25 – TERM OF AGREEMENT

25.1 This Agreement shall be in full force and effect from the first (1st) day of May, 2014, to and including the thirtieth (30th) day of April 2017, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

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

For the Union:

**OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL 80, AFL-CIO**


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

Title: Executive Director/CFO

Date: _____

For the Employers:

**COLORADO BUILDING AND
CONSTRUCTION TRADES UNION
OFFICES**

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

Title: Business Manager

Date: 7-22-14

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

MAR 28 2011

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: Boilermakers Local #101 (WS0283)
Contract Person: Timothy A. Ruth
Address: 3890 Elm Street
City, State & Zip: Denver, CO 80207
Telephone: 303-477-1045

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

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

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

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

1 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

Timothy A. Ruth

Business Manager

March 24, 2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Judith Zenk, Co-Chair

NOV 16 2011

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Michael Parmelee, Co-Chair

NOV 16 2011

WS 8247

LABOR AGREEMENT

BETWEEN

BOILERMAKERS LOCAL #242
SPOKANE, WASHINGTON

AND THE

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

FOR THE PERIOD

JULY 1, 2003

THROUGH

JUNE 30, 2006

ARTICLE XVIII. HEALTH AND WELFARE

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

ARTICLE XIX. RETIREMENT

The Employer agrees to continue contributing to the Western States Office and Professional Employees Pension for compensable hours, except on overtime hours.

For the years 2003, 2004 and 2005 the increase will be determined by the Western States Articles of Agreement between the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO and the Signatory Contractors. The total contribution to the Western States Office and Professional Employees pension may not exceed the equivalent of 25% of the employee's wages.

During the life of this Agreement, all participants may elect to self-contribute to the Western States 401(k) Retirement Fund of the Office & Professional Employees International Union, Local #11 in any amount. Such contributions not to change from June to June of any year.

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

The said 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.

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

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

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

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

This shall not effect present comparable Retirement Plans which have been approved by the Trustees of the Office & Professional Employees International Union, Local #11 Retirement Plan.

ARTICLE XX. TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from July 1, 2003 through June 30, 2006, and shall be effective on all work covered hereby as of July 1, 2003, and from year to year thereafter, unless notice is given in writing by the Union or the Employer, to the other party, not less than sixty (60) days prior to June 30, 2006, or prior to the expiration of any subsequent annual period, of its desire to modify, amend or terminate this Agreement, and in such case, the Agreement shall be opened for modification, amendment or termination, such as the notice may indicate at the expiration of the period within which the notice is given. The parties shall begin negotiations within fifteen (15) days after receipt of this notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with Schedule "A" as set forth.

Date Signed: 7/7/03

BOILERMAKERS LOCAL #242

Date Signed: 7-11-03

OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL #11

Redacted by the U.S. Department of the
Treasury

Marlin McCurdy
Business Manager

Redacted by the U.S. Department
of the Treasury

Debbie Sluyter,
Secretary-Treasurer, (CEO)

Redacted by the U.S.
Department of the Treasury

Patrick Philpott
Union Representative

DS/PP:jst
opeiu #11
aff-cio
boil242.02

Western States Office and
Professional Employees
Pension Fund

FEB 25 2011

Employer
Participation
Agreement

11-8247

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: Boilermakers Local #242
Contract Person: Mark Keffeler- Business Manager for #242
Address: 6404 N. Pittsburg
City, State & Zip: Spokane, WA 99217
Telephone: 509 489 1891

2. Local Information.

Employer has a collective bargaining agreement with Local Union 242 (*insert number*) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): Boilermakers Local Lodge #242

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

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

2 (two) employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

FEB 25 2011

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: _____

Redacted by the U.S. Department of
the Treasury

Print Name: Mark Keffeler

Title: Business Manager

Date Signed: 2/24/2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: Judith Zenk, Co-Chair

Date Signed: NOV 16 2011

CO-CHAIR SIGNATURE: _____

Redacted by the U.S. Department of the Treasury

Print Name: Michael Parmelee, Co-Chair

Date Signed: NOV 16 2011

FEB 25 2011



Office & Professional Employees International Union, Local 11, AFL-CIO
3815 Columbia Street Vancouver, WA 98660
Vancouver Line: 360-719-1766
General Email: opeiu11@opeiu11.comcastbiz.net

Phone: 503-257-6691

800-547-8902

May 1, 2016

Mr. Mark Keffeler
Business Manager/Secretary-Treasurer
Boilermakers, Local 242
N 6404 Pittsburg
Spokane, WA 97217

Dear Mr. Keffeler:

This is formal notification that our members wish to extend the existing contract between the **Boilermakers, Local 242** and the Office & Professional Employees International Union, Local 11 in its entirety for a period of one (1) year. This is in accordance with the provisions of the current Collective Bargaining Agreement and applicable laws.

Please note that the new termination for this Agreement will be June 30, 2017.
If you have any questions, please contact our office.

Sincerely,

Redacted by the U.S. Department of
the Treasury

Matthew E. DeVore
Union Representative

MED/dmt
opeiu 11/ afl-cio

WS 8247



Office & Professional Employees International Union, Local 11, AFL-CIO
3815 Columbia Street Vancouver, WA 98660
Vancouver Line: 360-719-1766
General Email: opeiu11@opeiu11.comcastbiz.net
Phone: 503-257-6691
800-547-8902

May 1, 2015

Mr. Mark Keffeler
Business Manager/Secretary-Treasurer
Boilermakers, Local 242
N 6404 Pittsburg
Spokane, WA 97217

A & I RECEIVED
JUL 02 2015

Dear Mr. Keffeler:

This is formal notification that our members wish to extend the existing contract between the **Boilermakers, Local 242** and the Office & Professional Employees International Union, Local 11 in its entirety for a period of one (1) year. This is in accordance with the provisions of the current Collective Bargaining Agreement and applicable laws.

Please note that the new termination for this Agreement will be June 30, 2016.
If you have any questions, please contact our office.

Sincerely,

Redacted by the U.S. Department of the
Treasury

Matthew E. DeVore
Union Representative

MED/dmt
opeiu 11/ afl-cio

WS 8247



Office & Professional Employees International Union, Local 11, AFL-CIO
3815 Columbia Street Vancouver, WA 98660
Vancouver Line: 360-719-1766
General Email: opeiu11@opeiu11.comcasibiz.net
Phone: 503-257-6691
800-547-8902

A & I RECEIVED

JUL 06 2015

May 5, 2014

Mr. Mark Keffeler
Business Manager/Secretary-Treasurer
Boilermakers, Local 242
N 6404 Pittsburg
Spokane, WA 99217

Dear Mr. Keffeler:

This is formal notification that our members wish to extend the existing contract between Boilermakers, Local 242 and the Office & Professional Employees International Union, Local 11 in its entirety including addendums, appendices and letters of understanding, for a period of one (1) year.

This is in accordance with the provisions of the current Collective Bargaining Agreement and applicable laws.

Please note that the new termination for this Agreement will be June 30, 2015.

If you have any questions, please contact our office.

Sincerely,

Redacted by the U.S. Department of
the Treasury

Maureen M. Colvin
Union Representative

MMC/dmt
opeiu 11/afl-cio

A & I RECEIVED

✓



Office & Professional Employees International Union, Local 11, AFL-CIO
3815 Columbia Street
Vancouver, WA 98660
Phone: 503-257-6691 or 800-547-8902
General Email: opeiu11@qwestoffice.net

WS 8247

June 25, 2012

Mr. Mark Keffeler
Business Manager/Secretary-Treasurer
Boilermakers, Local 242
N 6404 Pittsburg
Spokane, WA 97217

Dear Mr. Keffeler:

This is formal notification that our members wish to extend the existing contract between the Boilermakers, Local 242 and the Office & Professional Employees International Union, Local 11 in its entirety for a period of one (1) year. This is in accordance with the provisions of the current Collective Bargaining Agreement and applicable laws.

Please note that the new termination for this Agreement will be June 30, 2013. If you have any questions, please contact our office.

Sincerely,

Redacted by the U.S. Department of the Treasury

Maureen M Colvin
Union Representative

MMC/ljg
opeiu 11
afl-cio
Letter to extend



Office & Professional Employees International Union, Local 11, AFL-CIO
3815 Columbia Street Vancouver, WA 98660 Phone: 503-257-6691
Vancouver Line: 360-892-1370
Toll free: 800-547-8902 General Email: opeiu11@qwestoffice.net

April 25, 2011

Mr. Mark Keffeler
Business Manager/Secretary-Treasurer
Boilermakers, Local 242
N 6404 Pittsburg
Spokane WA 99217

Dear Mr. Keffeler:

This is formal notification that our members employed at the **Boilermakers Local 242** wish to extend the existing Agreement in its entirety for a period of one (1) year. This is in accordance with the provisions of the current collective bargaining agreement.

Please note that the new termination for this Agreement will be May 31, 2012. If you have any questions, please contact our Union Representative, Maureen Bower.

Sincerely,

Michael L. Richards
Executive Secretary-Treasurer

MLR/hg
opeiu 11
afl-cio

A & I RECEIVED

FEB 14 2012

✓

WS 8247

MEMORANDUM OF UNDERSTANDING

between

BOILERMAKERS LOCAL 242

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

This Memorandum of Understanding is entered into between the Boilermakers, Local 242 and the Office & Professional Employees International Union, Local 11 and specifically shall be in accordance with Article XIX within the Collective Bargaining Agreement.

It is mutually agreed by all parties that the Employer agrees to continue a contribution of five dollars and ninety-three cents (\$5.93) 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 five dollars and ninety-three cents (\$5.93) per compensable hour shall be in full force and effect.

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

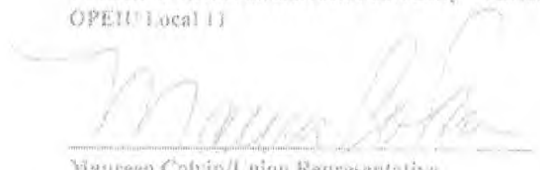
Agreed to on this 29 of June 2012.

Redacted by the U.S. Department
of the Treasury

Mark Kettler/Business Manager Secretary-Treasurer
Boilermakers Local 242

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

MC/hg
opel11
all-cio
2012 Boilermakers 242 MOU for WSP



OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION AFL-CIO Local 11
7931 N.E. HALSEY-SUITE 103 • PORTLAND, OREGON 97213 • PORTLAND (503) 257-6691
VANCOUVER (360) 892-1370 • TOLL FREE 1-800-547-8902 • FAX (503) 253-3277
E-MAIL: opeiu11@qwest.net • WEB SITE: www.opeiu11.org

May 14, 2009

Mr. Dave Imus, Business Manager
Boilermakers Local 242
N 6404 Pittsburg
Spokane, WA 99217

Dear Mr. Imus:

This is formal notification that our members employed at wish to extend the existing agreement between the Boilermakers Local 242 and the Office & Professional Employees International Union, Local 11, AFL-CIO for a period of one (1) year. This is in accordance with the provisions of the current collective bargaining agreement.

Please note that the new termination for this Agreement will be June 30, 2010. If you have any questions, please contact our Union Representative, Maureen Colvin at 503-257-6691.

Sincerely,

Redacted by the U.S. Department of the Treasury

Michael L. Richards
Executive Secretary-Treasurer

MLR/hg
opeiu 11
afl-cio
cc: Mary Kopplin
Lisa Brown
Maureen M Colvin



OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION AFL-CIO

Local 11

7931 N.E. HALSEY-SUITE 103 • PORTLAND, OREGON 97213 • PORTLAND (503) 257-6691
VANCOUVER (360) 892-1370 • TOLL FREE 1-800-547-8902 • FAX (503) 253-3277
E-MAIL: opeiu11@qwest.net • WEB SITE: www.opeiu11.org

April 10, 2008

Mr. David Imus, Business Manager
Boilermakers, Local 242
6404 N Pittsburg
Spokane, WA 99217

Dear Mr. Imus,

For your records, please be advised the Collective Bargaining Agreement between the Boilermakers, Local 242 and the OPEIU Local 11 has automatically renewed in accordance with Article XX. The new expiration date of that Agreement will be June 30, 2009.

Sincerely,

Redacted by the U.S. Department of the Treasury

Maureen Hicks
Union Representative

MMH/hg
opeiu11
afl-cio

Memorandum of Understanding
Between the
Boilermakers Local 242
and the
Office & Professional Employees International Union, Local 11

It is mutually agreed that Article XIX Retirement of this Agreement shall be amended and in full force until this agreement is re-negotiated to read as follows:

The Employer agrees to continue contributing to the Western States Office & Professional Employees Pension Fund for compensable hours, except on overtime hours.

For the years 2003, 2004 and 2005 the increase will be determined by the Western States Articles of Agreement between the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO and the Signatory Contractors. The total contribution to the Western States Office and Professional Employees Pension may not exceed the equivalent of 25% of the highest wage employee covered under this bargaining agreement.

All other provisions within in Article XIX Retirement shall remain in full force and subject to bargaining.

Date: 3/5, 2008.

Redacted by the U.S. Department of
the Treasury

David Imus
Business Manager
Boilermakers Local 242

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 Hicks
Union Representative
OPEIU Local 11

MLR/MMH/hg
opeiu11
afl-cio
3/4/08
mou boilermkrs242 wsp.doc



OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION AFL-CIO Local 11
7931 N.E. HALSEY-SUITE 103 • PORTLAND, OREGON 97213 • PORTLAND (503) 257-6691
VANCOUVER (360) 892-1370 • TOLL FREE 1-800-547-8902 • FAX (503) 253-3277
E-MAIL: opeiu11@qwest.net • WEB SITE: www.opeiu11.org

March 29, 2007

Mr. David Imus, Business Mgr.
Boilermakers Local 242
6404 N Pittsburg
Spokane, WA 99217

Dear Mr. Imus,

Please be advised that OPEIU Local 11 will extend the terms and conditions contained in the CBA for an additional year. Therefore, the new expiration date of the agreement will be June 1, 2008.

Sincerely,

Redacted by the U.S. Department of the Treasury

Rick D. Wilson
Union Representative

RDW/jst
opeiu11
afl-cio



OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION AFL-CIO Local 11

7931 N.E. HALSEY-SUITE 103 • PORTLAND, OREGON 97213 • PORTLAND (503) 257-6691
VANCOUVER (360) 892-1370 • TOLL FREE 1-800-547-8902 • FAX (503) 253-3277
E-MAIL: opeiu11@qwest.net • WEB SITE: www.opeiu11.org

WS 8247

September 12, 2006

Mr. David Imus
Business Manager
Boilermakers Local 242
6404 N Pittsburgh
Spokane, WA 99217

Dear Mr. Imus,

For your records, please be advised that the collective bargaining agreement dated July 1, 2003 through June 30, 2006 automatically renewed in accordance with article XX. The new expiration date will be June 30, 2007.

Sincerely,

Redacted by the U.S. Department of the
Treasury

Rick D. Wilson
Union Representative

cc: Mary Kopplin

RDW/jst
Opeiu11
Afl-cio

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

FOR THE PERIOD

April 1, 2013

THROUGH

March 31, 2016

Section 5. The Employer shall use progressive discipline in all cases with the exception of just cause. Progressive discipline is verbal warning, written warning, suspension then termination. All records of warning and support documentation shall be removed from the employees personnel file twelve (12) months from the date of issuance, if requested in writing, and the problem has been corrected.

All copies of written memorandums will be mailed to the Union office. In cases of termination following such warning, information in the employee's personnel file shall be made available to the authorized Union Representative upon request.

ARTICLE 13. HEALTH & WELFARE - DENTAL - OPTICAL - PRESCRIPTION

Section 1. Effective April 1, 2013 the Employer agrees to pay up to one thousand seventy-five dollars (\$1075.00) per month for employee Health & Welfare coverage. The Employer also agrees that any monetary difference between the above cap and the actual premium will be split with the employee on a 50/50 basis.

Effective December 1, 2013 the Employer agrees to pay up to one thousand one hundred dollars (\$1100.00) per month for employee Health & Welfare coverage. The Employer also agrees that any monetary difference between the above cap and the actual premium will be split with the employee on a 50/50 basis.

Effective December 1, 2014 the Employer agrees to pay up to one thousand one hundred and twenty-five dollars (\$1125.00) per month for employee Health & Welfare coverage. The Employer also agrees that any monetary difference between the above cap and the actual premium will be split with the employee on a 50/50 basis.

Effective December 1, 2015 the Employer agrees to pay up to one thousand one hundred and fifty dollars (\$1150.00) per month for employee Health & Welfare coverage. The Employer also agrees that any monetary difference between the above cap and the actual premium will be split with the employee on a 50/50 basis.

Section 2. All compensable hours count towards the Health & Welfare eligibility rule (70 hours per payroll month).

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, 2013 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 April 1, 2014 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.

Effective April 1, 2015 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, 2013, 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 seventy-four percent (74%) for the pension surcharge amount listed in the 2013 Rehab Plan, in accordance with the Supplemental Contribution Schedule, with a total contribution amount of six dollars and eighty-four cents (\$6.84) to the Western States Office & Professional Employees Pension Fund.

Effective April 1, 2014, 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 24. TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from April 1, 2013 through March 31, 2016, 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 _____ day of June 2013:

UNITED LABOR UNION ASSOCIATION

Redacted by the U.S. Department of the Treasury

Bill Mehrens/Assistant Business Manager UA-290
ULUA - President

Redacted by the
U.S. Department of
the Treasury

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

Redacted by the U.S. Department of
the Treasury

Brétt 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

Aden J. "AJ" Blair/Business Representative LU 516
ULUA - Negotiating Team

MMC/dmt
opeiu11/afcio

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11

Redacted by the U.S. Department of the
Treasury

Michael L. Richards/ Executive Secretary-Treasurer

Redacted by the U.S. Department of the
Treasury

Maureen Colvin /Union Representative
OPEIU Local 11

Redacted by the U.S.
Department of the Treasury

Sharon Allen/Member
OPEIU Local 11

Redacted by the U.S.
Department of the Treasury

Tatiana Mendoza-Tucker/Member
OPEIU Local 11

MEMORANDUM OF UNDERSTANDING
between
UNITED LABOR UNION ASSOCIATION (ULUA)
and the
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11

This Memorandum of Understanding is entered into between United Labor Union Association (ULUA) and the Office & Professional Employees International Union, Local 11; to allow proper communication between the parties listed above and in accordance with Article 14 Retirement within the Collective Bargaining Agreement.

It is mutually agreed by all parties that effective April 1, 2010 the Employer agreed to adopt the Western States Office & Professional Employees Pension Fund Rehabilitation Plan and continue contributions, including the additional 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 the newly negotiated and agreed upon that Article 14/Section 11 within the Collective Bargaining Agreement shall be amended to reflect actual percentage amounts within the Supplement Contribution Schedule for the Western States Office & Professional Employees Pension Fund as follows:

- Effective April 1, 2013, 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 sixty-four percent (64%) for the pension surcharge amount listed in the 2013 Rehab Plan, in accordance with the Supplemental Contribution Schedule, with a total contribution amount of six dollars and forty-five cents (\$6.45) to the Western States Office & Professional Employees Pension Fund.
- Effective April 1, 2014, 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 seventy-nine percent (79%) 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 three cents (\$7.03) to the Western States Office & Professional Employees Pension Fund.

- Effective April 1, 2015, 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 all other language within this Article shall remain in full force and effect and this memorandum shall be pursuant to the terms and conditions of Article 21 Grievance Machinery to the Collective Bargaining Agreement should there be any dispute regarding the interpretation and/or application.

Agreed on this 29th day of August 2013

Redacted by the U.S. Department of the Treasury

Bill Mehrens/Assistant Business Manager UA-290
ULUA - President

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

Maurcen Colvin /Union Representative
OPEIU Local 11

MMC/dmt
opeiu 1/all-cio

WS 1159

A & I RECEIVED

JUL 16 2015

AGREEMENT

THIS AGREEMENT is made and entered into at Bremerton, Washington, this ____ day of _____, 20____, by and between the **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 23, AFL-CIO, CLC**, hereinafter referred to as the "Union" and **BREMERTON METAL TRADES COUNCIL, AFL-CIO**, its successors and assigns, hereinafter referred to as the "Employer."

PREAMBLE

Whereas, the parties hereto desire to cooperate in establishing conditions which will tend to secure to the employees concerned a living wage and fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustment of all disputes, which may arise between them, so as to secure uninterrupted operation of the office involved,

Now, therefore, be it mutually agreed to as follows:

ARTICLE 1 - UNION RECOGNITION

1. The Employer agrees to recognize the Union as the sole collective bargaining agent for all office, clerical, technical and professional employees.
2. This Agreement shall not apply to any elected or appointed officers of the Employer whose duties, in accordance with its Constitution and By-Laws, require clerical work.
3. The Employer agrees that volunteers will be utilized only when mutually agreed between the Union and the Employer. Volunteers will not be used for the purpose of eliminating positions or hours held by bargaining unit members or in lieu of having additional regular employees of the bargaining unit.
4. All correspondence of any type sent out of any office under this Agreement shall bear the Union Label of the Office and Professional Employees International Union Local 23.

ARTICLE 2 - UNION SECURITY

1. The Employer agrees to retain in employment persons performing duties of a secretarial nature, only those persons who maintain membership in continuous good standing with the Union. Nothing herein contained shall be construed as requiring the Union to accept into membership any undesirable person.
2. The Employer agrees that all present secretarial employees shall join the Union within thirty (30) days and that all subsequent employees shall join within thirty (30) days of date of employment.

AGREEMENT – BREMERTON METAL TRADES COUNCIL

ARTICLE 24 - TERMINATION AND RENEWAL

1. This Agreement shall become effective the first day of October, 2011, and shall remain in effect until September 30, 2014, and thereafter from year to year unless reopened by written notice by either party to the other at least sixty (60) days prior to September 30, 2014, the termination day, or a subsequent annual termination date.

EXECUTED at Bremerton, Washington, the day and year first above written.

**BREMERTON METAL TRADES COUNCIL,
AFL-CIO**

Redacted by the U.S. Department of the
Treasury

Rick D. Williams
President

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 23,
AFL-CIO, CLC**

Redacted by the U.S. Department of the
Treasury

Carl Trussell
Business Representative

opeiu:23
afl-cio
bmtc 2011 agr

LETTER OF UNDERSTANDING

Article 10 – Health and Welfare/Pension

This Letter Agreement is by and between OPEIU Union Local #23 on behalf of its members and Bremerton Metal Trades and it should be considered as incorporated by reference as part of the Collective Bargaining Agreement effective dates October 1, 2011 through September 30, 2014. The Agreement is as follows:

Article 10 – Pension

The parties agree to adopt the updated rehabilitation plan.
Contribution shall be as follows:

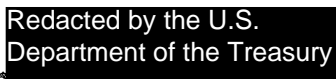
Effective October 1, 2011, the employer shall contribute into the Western States Office and Professional Employees Pension fund, \$3.97 per hour on all hours of each bargaining unit employees hourly forth in Article 10 plus 44% of that amount per hour for the required 44% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

Effective October 1, 2012, the employer shall contribute into the Western States Office and Professional Employees Pension fund, \$3.97 per hour on all hours of each bargaining unit employees hourly base wage as set forth in Article 10 plus 59% of that amount per hour for the required 59% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

Effective October 1, 2013, the employer shall contribute into the Western States Office and Professional Employees Pension fund, \$3.97 per hour on all hours of each bargaining unit employees hourly base wage as set forth in Article 10 plus 74% of that amount per hour for the required 74% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

The Union and the Employer effective April 1, 2012, either party may request in writing to reopen Article 10 only.

BREMERTON METAL
TRADES

BY 
Rick Williams

DATE 3/5/12

OFFICE AND PROFFESIONAL
EMPLOYEES INTERNATIONAL UNION LOCAL
NO. 23

BY 
Carr Trussell

DATE 2/28/2012

opeiu:23
afl:cio

AGREEMENT - BREMERTON METAL TRADES COUNCIL

ARTICLE 23 - SUCCESSORS

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

ARTICLE 24 - TERMINATION AND RENEWAL

1. This Agreement shall become effective the first day of October, 2014 and shall remain in effect until September 30, 2017 and thereafter from year to year unless reopened by written notice by either party to the other at least sixty (60) days prior to September 30, 2017 the termination day, or a subsequent annual termination date.

EXECUTED at Bremerton, Washington, the day and year first above written.

**BREMERTON METAL TRADES COUNCIL,
AFL-CIO**

Redacted by the U.S. Department of the
Treasury

Rick D. Williams
President

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 23,
AFL-CIO, CLC**

Redacted by the U.S. Department of the
Treasury

Allan Jacobson
Business Representative

opelu:23
afi-cio
bmtc 2014 agreement

Western States Office and
Professional Employees
Pension Fund

Western States number: WS1159

FEB 15 2011

Employer
Participation
Agreement APR 04 2011

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

1. Employer Information.

Name: Bremerton Metal Trades Council
Contract Person: Gen Aksdal
Address: PO Box 448
City, State & Zip: Bremerton, WA 98337
Telephone: (360) 377-0811

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

APR 04 2011

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): Bremerton Metal Trades Council;

American Federation of Labor + Metal Trades Department Bremerton 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.**

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

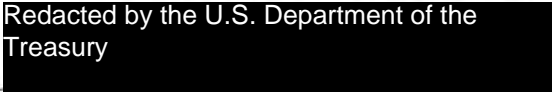
a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

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

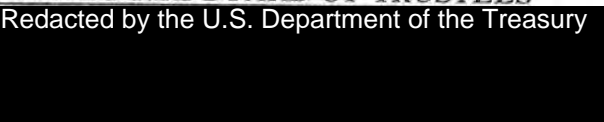
- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

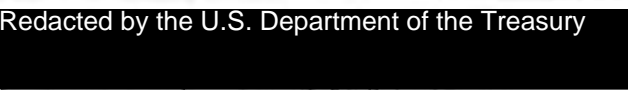
APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: 
Print Name: Rick D. Williams
Title: President, BMTC
Date Signed: 2/9/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

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

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

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

**BRICKLAYERS AND ALLIED
CRAFTWORKERS LOCAL #7**



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

(Reopener for Wages May 2015 & 2016)

- 19.2 New hires will be paid at least 80% of the appropriate classification rate for the first six months, and at least 90% of the appropriate rate for the second six months. After twelve months of employment, employees will be paid 100% of the appropriate classification minimum hourly rate specified above.
- 19.3 Premium pay of six percent (6%) per week over the above rates shall be paid to supervisory employees. An employee who is being paid the six percent (6%) premium pay at the signing of this agreement shall continue to receive the premium pay.

ARTICLE 20 - PENSION

- 20.1 The Employer agrees to contribute to the Western States Office and Professional Employees Pension Fund, a contribution on behalf of each employee in the amount of two dollars (\$2.00) per hours paid. The employee may elect to put any amount of the negotiated wage rate into pension.
- 20.2 The Employer contribution, as provided herein, shall be made on eligible employees on the effective date, except for the employees serving their thirty (30) days probationary period. The contributions for probationary employees shall start on the first of the month following the thirty (30) days probationary period. This shall apply to all employees not presently covered by another pension plan which is Employer paid.
- 20.3 If an employee is injured on the job, the Employer shall continue to pay the required contribution for a period of three (3) months following the end of the month in which the injury occurs. If an employee is on sick leave or personal leave or absence in excess of forty-five (45) working days, the Employer will not be required to pay into the fund, after the first forty-five (45) working days, until the employee returns to work.
- 20.4 Regular or part-time employees who work seventy (70) or more hours per month shall be covered by the provisions of this Article. This shall not apply to extra help covering for vacation periods or sick leave which does not exceed thirty (30) days.
- 20.5 The Employer agrees to allow the employees to participate in the Office and Professional Employees International Union Local #30 401(k) Plan. The Employer agrees that if the employee chooses, they will withhold an employee contribution to the 401K plan. The employee may contribute up to, but no more than, the amount set by the Internal Revenue Service from their yearly gross salary to this plan. FICA taxes will be withheld, but these contributions will not be subject to Federal or State taxes. The employee shall bear any administrative fees.

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

ARTICLE 21 – TECHNOLOGICAL CHANGES

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

ARTICLE 22 – GRIEVANCE AND ARBITRATION

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

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

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

STEP THREE: (hearing) If the grievance is not settled in Step Two, the Union may request a Grievance Board of Adjustment review within five (5) working

days immediately following receipt of the Employer's written response by delivering a written notice to the Employer. Within five (5) working days of such notice, the parties shall agree upon a hearing date.

The Grievance Board shall consist of a total of four (4) duly appointed representatives of the following: Two (2) representing the Local Union and two (2) representing the Employer. The grievance may be settled by three (3) votes favoring the determining outcome. The Grievance Board shall provide the parties with a written determination within twenty-four (24) hours of the close of the hearing. The decision of this Board will be final and binding on both parties.

STEP FOUR: (arbitration) If the grievance is not settled at the Grievance Board of Adjustment, the Union may request arbitration within fifteen (15) working days immediately following the decision of the Grievance Board, by delivering a written notice to the Employer of its intent to arbitrate the dispute. Within five (5) working days after receipt of notice of intent to arbitrate, the Union will request the Federal Mediation and Conciliation Service to furnish a list of five (5) arbitrators, from which the arbitrator shall be selected. Such selection shall be accomplished within five (5) working days from receipt of said list, by the parties alternately striking one (1) name from the list, in turn, until only one (1) name remains. The one striking first will be decided with the flip of a coin.

- 22.2** The cost of the arbitrator, and the cost of necessary expenses required to pay for facilities for hearing of the cases shall be borne equally by Employer and the Union. The decision of the arbitrator shall be submitted in writing and shall be final and binding on all parties.
- 22.3** The parties to any stage of the Grievance Procedure, the Grievance Board of Adjustment, or the arbitrator cannot have the authority to modify or amend, alter, add to or subtract from any provision of this Agreement.
- 22.4** If the time limits are not adhered to by the Union, the grievance shall be considered abandoned. If the Employer fails to answer the grievance, the grievance shall be considered to have been appealed by the Union to the next step of the procedure. Time limits may be extended by mutual agreement.

ARTICLE 23 – SKILL UPGRADE

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

ARTICLE 24 – TERM OF AGREEMENT

- 24.1** This Agreement shall be in full force and effect from the first (1st) day of May, 2014, to and including the thirtieth (30th) day of April 2017, and shall continue in

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

- a) If either party elects to terminate the Agreement, such party shall on a date not less than sixty (60) days, nor more than seventy-five (75) days prior to the expiration date of the Agreement give written notice to the other party of intention to terminate and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
- b) If either party elects to change any of the provisions of the Agreement, such party shall on a date not less than sixty (60) days, nor more than seventy-five (75) days prior to the expiration date of the agreement give written notice to the other party.
- c) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice which may be extended by mutual agreement.
- d) Either party may serve a written notice on the other party not less than sixty (60) days nor more than seventy-five (75) days prior to May 1, 2015 and May 1, 2016 to amend the wage rates provided for in this Agreement. Upon receipt of such notice, the other party will immediately meet and negotiate in good faith concerning the modification proposed.

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

Redacted by the U.S.
Department of the Treasury

By: _____

Title: Executive Director/CFO

Date: 2/9/15

**BRICKLAYERS AND ALLIED
CRAFTWORKERS LOCAL #7**

Redacted by the U.S. Department of the
Treasury

By: _____

Title: Director

Date: 2/6/2015

Western States Office and
Professional Employees
Pension Fund

Employer
Participation
Agreement

WS 1203

RECEIVED

AUG 15 2011

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

1. Employer Information.

Name:

Br. Jagers + Allied AC #7
Four Corners Administrative Dist Council

Contract Person:

Address:

5201 E. 38th Ave.

City, State & Zip:

Denver, CO 80207

Telephone:

303-777-0298

2. Local Information.

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

3. Participation.

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



An existing Participating Employer to update Plan records.

formerly
BAC 7CO



A new Participating Employer.

Effective date of coverage: _____.



A new group of Employees of an existing Participating Employer.

Effective date of coverage: _____.

4. Coverage.

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



Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.



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

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

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

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

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

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

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

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

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

1 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

Patrick Schwarz

ADC Director

Redacted by the U.S. Department of the Treasury

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

Redacted by the U.S. Department of the Treasury

Judith Zenk, Co-Chair

OCT 26 2011

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

Redacted by the U.S. Department of the Treasury

Michael Parmelee, Co-Chair

OCT 26 2011

A & I RECEIVED

AUG 15 2011

AGREEMENT

Agreement entered into this 1st day of June, 2015, between the **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO, CLC, LOCAL NO. 23**, a local union of the Office and Professional Employees International Union, AFL-CIO, CLC, hereinafter referred to as the "Union," and the, its successors and assigns, **BAC Pacific Northwest Administrative District Council** hereinafter referred to as the "Employer."

PREAMBLE

WHEREAS, the parties hereto desire to cooperate in establishing conditions which will tend to secure to the employees concerned a living wage and fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustment of all disputes which may arise between them so as to secure uninterrupted operations of the office involved.

NOW, THEREFORE, be it mutually agreed to as follows:

ARTICLE 1. RECOGNITION

1.01. The Employer agrees to recognize and hereby does recognize the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours and all other terms and conditions of employment for the appropriate bargaining unit herein established and described as follows: All office employees employed by the Employer excluding elected officers, elected or hired business representatives and organizers and supervisors as defined by the Act.

ARTICLE 2. NEW EMPLOYEES

2.01. The Employer agrees that when vacancies occur or when new employees are needed to perform work covered by the collective bargaining agreement, the Employer shall notify the Union as to the number and type of employees desired and the Union shall endeavor to supply qualified applicants for such positions within 48 hours. If the Union cannot supply such applicants, or if the persons dispatched by the Union are deemed unqualified, the Employer may advertise publicly.

2.02. It is further agreed that the Employer has the final choice as to whom he hires, and shall notify the Union within 72 hours of hire of a new employee, Saturday, Sunday and holidays excepted.

2.03. It is understood and agreed that the wages paid to new hires shall be the subject of immediate negotiations between the Employer and the Union.

ARTICLE 3. UNION SECURITY

3.01. The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, thirty-one days from the effective date of this Agreement become and remain members of the Union in good standing.

3.02. The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one days from the date of employment become and remain members of the Union in good standing.

15.02. **Medical.** The Employer shall furnish and pay for Masonry Security Plan of Washington for all eligible employees and their dependents, or equivalent Health and Welfare coverage ~~at the employee's option~~. Effective June 1, 2013 The employer will pay any increases up to thirty (30) cents per hour annually. If the amount is above the thirty (30) cents per hour, the additional amount will be paid by the employee.

15.03. All part-time employees working less than one hundred (100) hours per month and who otherwise would be eligible for Medical and Dental Coverage will, at the end of each month, receive a lump sum payment equal to fifty cents (\$.50) per hour for each hour worked during that month, such payments to be in lieu of Medical and Dental coverage.

15.04. **Pension.** Each month the Employer shall pay into the Western States Office and Professional Employees Pension Fund for each bargaining unit employee for the purpose of providing retirement benefits for employees pursuant to provisions of the Western States Office and Professional Employees Pension Fund.

Effective February 1, 2008 - \$ 3.00 per compensable hour.

15.05. Upon failure of the Employer to make any of the payments required by this Agreement, the Union may, ten days after written notification to the employer of failure of such payments, undertake economic action against such defaulting Employer to enforce prompt payment, and such action shall not be deemed to be in violation of this Agreement or any of the provisions thereof.

15.05. The employer will contribute twenty five cents (\$.25) per hour in a defined contribution account of the employees choice.

ARTICLE 16. NONDISCRIMINATION

16.01. The Employer agrees not to discriminate against an employee because of his/her activity as a member of the Union.

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

ARTICLE 17. COMPENSATION

17.01. Employees will be classified in accordance with skills used and shall be paid not less than the minimum for such classification in accordance with the table of job classifications and rates of pay in Schedule "A," which is attached hereto and made a part of this Agreement. Employees shall receive wage increases in accordance with the automatic length of service provisions of Schedule "A." The step raises in Schedule "A" expressed in calendar months apply to part-time as well as full-time employees.

17.02. Any position not covered by Schedule "A" or any positions which may be established during the life of this Agreement shall be subject to negotiations between the Employer and the Union. Such positions shall not be established and put into operation until such time as agreement is reached between the parties as to the classification and rate of pay for the position. In the event that the parties are unable

ARTICLE 20. SUCCESSOR LANGUAGE

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

ARTICLE 21. TERMINATION AND RENEWAL

21.01. This Agreement shall become effective as of June 1, 2015, and shall remain in effect until May 31, 2018, and shall thereafter automatically renew itself until either party shall give sixty days' written notice prior to the anniversary date of desire to terminate, modify, or change this contract. Upon the giving of such notice, the parties shall proceed to negotiate a new contract, the terms of which shall be retroactive to the anniversary date.

Signed this 1st day of June, 2015.

**BAC PACIFIC NORTHWEST
ADMINISTRATIVE DISTRICT
COUNCIL**

Redacted by the U.S. Department of the Treasury

David Sheppard, Director

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 23**

Redacted by the U.S. Department of the Treasury

Allan Jacobson
Business Representative

opeiu:23
afl-cio

AGREEMENT TO ADOPT THE REHABILITATION PLAN

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

Parties: Office and Professional Employees International Union, Local 23, the "Union";
and BAC Pacific Northwest Administrative District Council

Effective Date: April 1, 2015

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

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

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

opeiu:23
afl-cio

WS8242

AGREEMENT

Between

BROAD & GUSMAN, LLP

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 - continued

The Employer agrees that any waiver of this Article will not constitute elimination of the benefit either for future use by the current employee or for any future employees. The Employer will provide Health and Welfare benefits under the Employer's plan. For employees covered under the Employer's plan, an employee who has health coverage provided by a spouse may voluntarily waive said health coverage in return for a payment of Three Hundred Dollars (\$300.00) a month. Such waiver shall be made in writing.

Vision Benefit

Each calendar year, an employee will be entitled to reimbursement for one office visit to an optometrist or ophthalmologist to the extent that visit is not covered by health insurance and up to Two Hundred Dollars (\$200.00) for the purchase of prescription eyeglasses or contact lenses.

ARTICLE XV. PENSION PLAN

The Employer agrees that any waiver of the Pension Plan will not constitute elimination of the benefit either for future use by the current employee or for any future employees. Effective for the tax year 1998 and continuing thereafter until October 31, 2013, the employer shall have the maximum contributions to the SEP plan permitted by federal law.

Effective November 1, 2013, the employer agrees to contribute into a Trust Fund known as the Western States Office & Professional Employees Pension Fund, for the account of each employee working under this Agreement, Six Dollars and seventy-five (\$6.75) for 173.33 hours per month including overtime. 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.

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

A temporary employee, as defined as any full or part time employee hired for a limited duration (such as to replace an employee out on maternity or any other leave of absence), shall not be required to have pension contributions made on his/her behalf.

ARTICLE XVI. LEAVES OF ABSENCE

(a) Employees may be granted leaves of absence without pay for reasonable periods of time, which leaves of absence shall not affect the employee's rights under this Agreement. Said leaves of absence shall not be arbitrarily withheld. Conditions of leaves of absence shall be mutually agreed upon and reduced to writing.

ARTICLE XIX. NO STRIKE, NO LOCKOUT

The Union agrees there will be no work stoppage, picketing, slow down, cessation of work, or strike of any kind by members of the bargaining unit during this Agreement. The Union will do everything possible to prevent any violation of this Article and to stop any violation that occurs. The Employer agrees there will be no lockout during the term of this Agreement.

Any employee who ceases work because of an alleged dispute, except in a strike by an international or local union affiliated with the AFL-CIO duly authorized and sanctioned by the Sacramento Central Labor Council, shall be regarded as having been discharged for just cause.

ARTICLE XX. 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 _____ 2013.

LAW OFFICES OF BARRY BROAD

Redacted by the U.S. Department of the Treasury

By:

Barry Broad, Attorney
Law Office of Barry Broad

Date:

12-4-13

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

Redacted by the U.S. Department of the Treasury

By:

Tamara R. Rubyn
President/Business Manager

Date:

12/9/13

TR/lm(BBL112013)
cwa:9415/afl-cio

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

WSOP 2011
APR 18 2011

**Employer
Participation
Agreement**

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

1. Employer Information.

Name:

Contract Person:

Address:

City, State & Zip:

Telephone:

Broadie Gasman, LLP

Melissa Mayago

1127 11th Street Suite 501

Sacramento, CA 95814

916 442-5499

2. Local Information.

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

3. Participation.

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



An existing Participating Employer to update Plan records.



A new Participating Employer.

Effective date of coverage: _____.



A new group of Employees of an existing Participating Employer.

Effective date of coverage: _____.

4. Coverage.

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



Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.



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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

Betty Broad
Partner
4/14/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

Judith Zenk, Co-Chair

NOV 16 2011

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

Redacted by the U.S. Department of the Treasury

Michael Parmelee, Co-Chair

NOV 16 2011

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

**BUESCHER, KELMAN
PERERA, AND TURNER P.C.**



**April 1, 2016 to and including March 31, 2019
(Wage openers April 1, 2017 and April 1, 2018)**

weeks. In order to qualify for this payment, the following conditions must be met:

- a) The employee must have been employed full time for thirty (30) days.
- b) The employee must have exhausted all available sick leave.
- c) The employee cannot work at all during this time.

ARTICLE 20 – PENSION

- 20.1** Effective April 1, 2009 the Employer agrees to contribute to the Western States Office and Employees Pension Fund a contribution on behalf of each employee in the amount of two dollars and sixty cents (\$2.60) per straight time hours paid for. The Employer contribution, as provided herein, shall be made on eligible employees on the effective date, except for the employees serving the first thirty (30) days of their probationary period. The contributions for probational employees shall start on the first of the month following the thirty (30) days of the probationary period. This shall apply to all employees not presently covered by another pension plan which is Employer paid.
- 20.2** If an employee is injured on the job, the Employer shall continue to pay the required contributions for a period of three (3) months following the end of the month in which the injury occurs. If an employee is on sick leave or personal leave of absence in excess of forty-five (45) working days, the Employer will not be required to pay into the fund, after the first forty-five (45) working days, until the employee returns to work.
- 20.3** Regular or part-time employees who work seventy (70) or more hours per month shall be covered by the provisions of this Article. This shall not apply to extra help covering for vacation periods or sick leave which does not exceed thirty (30) days.
- 20.4** The Employer agrees to allow the employees to participate in the Office and Professional Employees International Union Local #30 Savings Plan and Trust (401k). The Employer agrees that if the employee chooses, they will withhold an employee contribution to the 401k plan. The employee may contribute up to, but no more than, the amount set by the Internal Revenue Service from their yearly gross salary to this plan. FICA taxes will be withheld, but these contributions will not be subject to Federal or State taxes. The employee shall bear any administrative fees.
- 20.5** Effective with the April, 2010 hours paid, the Employer agrees to adopt the Pension Rehabilitation Plan and to contribute on behalf of each employee the contribution amount listed in the Updated Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the Contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule as

presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in Article 20.1.

ARTICLE 21 – MATERNITY LEAVE

- 21.1** The Employer will establish reasonable rules to govern maternity leave in accordance with Title VII of the Civil Rights Act. Such rules shall be subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 22 – TECHNOLOGICAL CHANGES

- 22.1** In the event of Technological Changes, such as, but not limited to, the introduction of data processing equipment, computers or other automated machines, the Employer agrees to discuss such changes and the rate of pay for such jobs, prior to the installation of such equipment.
- 22.2** In the event the Union and the Employer cannot reach agreement on the rates of pay for new classifications established in accordance with this Article than either party shall have the right to submit the dispute to the arbitration procedure of Article 23 of this Agreement.
- 22.3** Employees who take skill upgrade training will be reimbursed up to a maximum of one thousand dollars (\$1,000) per semester (or appropriate school schedule) for tuition, books and supplies under the following conditions:
1. Employees must obtain approval in advance of taking the course(s).
 2. Employee must receive a “C” or higher grade (or equivalent) in the course(s).
 3. The course(s) must relate to the employee’s current job or a job that is covered by this agreement.

ARTICLE 23 – DISCIPLINE PROCEDURE

- 23.1** In the administration of this Article, a basic principle shall be that discipline should be corrective in nature, rather than punitive. No employee may be disciplined or discharged except for just cause such as, but not limited to, insubordination, pilferage, intoxication (drugs or alcohol), incompetence, failure to perform work as requested, or failure to observe safety rules and regulations. Any such discipline or discharge shall be subject to the grievance and arbitration procedure, with the exception of verbal warnings, as provided for in this Agreement. Employees may have a Union representative present at meetings concerning disciplinary action, discharge and layoff.

The Employer will generally follow a progressive disciplinary procedure, but reserves the right to skip steps as it sees fit. The disciplinary steps that will generally

ARTICLE 28 – LONGEVITY PAY

- 28.1** After five (5) years of service, employees shall be eligible to earn longevity pay equal to forty-five dollars (\$45.00) for each year of service. The first payment shall be made on the employee's sixth (6th) anniversary and on each anniversary thereafter. Payments shall be made in a lump sum and are not added to a part of the employee's base rate of pay.

ARTICLE 29 – OCCUPATIONAL SAFETY & HEALTH

- 29.1** The employees shall be represented by a Shop Steward to be selected from their number for the purpose of meeting with the Employer on matters pertaining to heating, lighting, cleanliness and ventilation of the offices and washrooms and keeping the work area in a sanitary and otherwise satisfactory condition.
- 29.2** Employees required to operate Video Display Terminals shall, at the expense of the Employer, receive an ophthalmologic exam prior to being assigned to such job duties, and annually thereafter.

ARTICLE 30 – PARKING

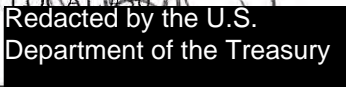
- 30.1** In the event the Employer place of business is located where free parking is not available to the employees, the Employer and the Union agree to meet and attempt to negotiate an Agreement which will equitably address the concerns of all parties.

ARTICLE 31 – TERM OF AGREEMENT

- 31.1** This Agreement shall be in full force and effect from the first day of April 2016, to and including the 31st day of March 2019, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:
- (a) If either party elects to terminate the Agreement, such party shall, on a date not less than sixty (60) days prior to the expiration date of the Agreement, give written notice to the other party of intention to terminate and by such action the Agreement shall, for all purposes terminate as of the expiration date of the Agreement.
 - (b) If either party elects to change any of the provisions of the Agreement, such party shall, on a date not less than sixty (60) days prior to the expiration date of the Agreement, give written notice to the other party.
 - (c) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice which time may be extended by mutual agreement.

- (d) Either party may serve a written notice on the other party not less than sixty (60) days prior to April 1, 2017 and April 1, 2018 to amend the wage rates provided for in this Agreement. Upon receipt of such notice, the other party will immediately meet and negotiate in good faith concerning the modification proposed.

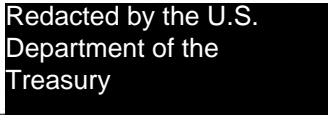
OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL #30

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

Title: EXEC. DIR.

Date: 6/8/16

Buescher, Kelman, Perera, & Turner PC

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

Title: Shareholder

Date: 6/8/16

Western States Office and
Professional Employees
Pension Fund

250960
FEB 15 2011

Employer
Participation
Agreement

APR 11 2011

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

1. Employer Information.

Name: Buescher, Goldhammer, Kelman & Dodge, P.C.
Contract Person: Irene Vasquez
Address: 1563 Gaylord St.
City, State & Zip: Denver, CO 80206
Telephone: (303) 333-7751

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): Buescher, Goldhammer, Keltman & Dodge, P.C.

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

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

8 employees covered by the collective bargaining agreement; and

~~5~~ employees who are not covered by the collective bargaining agreement.

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE:

Print Name:

Thomas B. Buescher

Title:

Attorney

Date Signed:

2/11/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE:

Print Name:

Judith Zenk, Co-Chair

Date Signed:

NOV 16 2011

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE:

Print Name:

Michael Parmelee, Co-Chair

Date Signed:

NOV 16 2011



AGREEMENT

between

Office & Professional Employees
International Union

Local 537

AFL-CIO

and

Office & Professional Employees
International Union, Local 29

and

California Federation of Teachers
AFL-CIO, CLC

October 1, 2013

to

September 30, 2016



- D. If an employee with two (2) years or more of service is off due to illness or accident, the employee's health and welfare coverage shall be extended by the Employer for (1) year. If an employee with less than two (2) years service is off due to illness or accident, health and welfare coverage shall be extended by the Employer for six (6) months. Such extension of health and welfare coverage shall only be granted upon the exhaustion of sick leave balances.
- E. If an employee is laid off with less than seventy (70) hours worked, the Health and Welfare premium shall be paid for the month in which the layoff occurred.
- F. Holidays and periods of vacation outlined in this Agreement and periods of sick leave shall be considered time worked in this Agreement for the following purposes: overtime, holidays, sick leave and seniority accruals. The Employer will also make dental, health and welfare and retirement contributions for such period.
- G. Effective January 1, 2009, for employees who retire between the ages of 55 and 65 with a minimum of fifteen (15) years of service, the CFT agrees to pay the premium to provide continued Comprehensive Medical, twelve thousand five hundred dollars (\$12,500) Life Insurance, Dental, Orthodontia, and Vision coverage at the same level as current OPEIU members receive. Retirees who were enrolled in the OPEIU Local 29 Welfare Trust Fund at the time of their retirement will continue to be covered through that Trust. Retirees who were enrolled in the OPEIU Local 537 Trust at the time of retirement will continue to be covered through that Trust.
- H. For employees retiring with at least fifteen (15) years of service and upon eligibility for Medicare, the CFT contribution for healthcare is limited to the employee only and will pay for Medicare Part B at the standard rate plus an annual maximum of two thousand five hundred dollars (\$2,500) for a supplemental policy.
- I. IRC 125: The Employer shall provide a tax-deferred account for medical expenses or day care expenses (IRC 125 Plan). Effective January 1, 2009, the employer will make a five hundred dollar (\$500.00) per employee per year contribution into an IRC 125 Plan.

ARTICLE 9 – PENSION PLAN

- A. The Employer agrees to contribute into a Trust Fund known as Western States Office and Professional Employees Pension Fund for the account of each eligible Office and Professional Employees International Union, Local 29 represented employee working under this Agreement and the Employer agrees to contribute into the Office and Professional Employees International Union Local 30/537 Retirement Plan for the account of each Office and Professional Employees International Union, Local 537 represented employee working under this Agreement, three dollars and fifty cents (\$3.50) per hour effective October 1, 2010.
- B. Eligibility for coverage under the plan shall be that employees shall have contributions made on their behalf for all hours paid.
- C. The Employer and the Union, by executing this Agreement, agree to be bound by all provisions of the Agreement of Trust, including any modifications or amendments thereto. It is agreed that the above obligations exist without the necessity of executing any additional written instrument.

The Employer shall pay the cost of the OPEIU 29 Rehabilitation plan at the capped maximum of eighty percent (80%) and not to be exceeded. Any increase proposed to the rehabilitation plan must be negotiated with the CFT.
- D. The parties agree that employees employed pursuant to said Collective Bargaining Agreement shall become participants in the Western States 401k Retirement Fund of the OPEIU and shall be entitled to

have contributions made to said Plan on their behalf by way of wage deferrals in accordance with the rules of the Plan.

It is further agreed that the Employer shall contribute eighty dollars (\$80.00) per month to said Western States 401k Retirement Fund of the OPEIU for each employee.

ARTICLE 10 – VACATIONS

Vacations with pay are hereby established for all employees covered by this Agreement.

- A. Employees, after having served one (1) year of employment, shall be entitled to two (2) weeks' vacation with full pay.
- B. Employees, after having served four (4) years in the employ of the Employer, shall be entitled to three (3) weeks' vacation with full pay.
- C. Employees, after having served ten (10) years in the employ of the Employer, shall be entitled to four (4) weeks' vacation with full pay.
- D. Employees, after having served fourteen (14) years in the employ of the Employer, shall be entitled to five (5) weeks' vacation with full pay.
- E. Employees shall be allowed to take their full vacation entitlement to a maximum of four (4) weeks in consecutive weeks at a time mutually agreeable between the Employer and employee. Upon one (1) month's written notice by the employee to the Employer, vacation pay shall be paid to the employee on the last day of work preceding their vacation.
- F. If an employee wishes, he/she may request and be granted, one (1) week's vacation with full pay after six (6) month's employment during the initial year of service.
- G. Full pay is hereby defined as pay based on the regularly established rate and workweek of the employee at the time he/she takes his/her vacation.
- H. Employees will be allowed to accrue a maximum of thirty-five (35) days of vacation. A maximum of five (5) weeks' vacation may be taken in any one (1) year.
- I. Employees terminating for any reason after six (6) months' employment shall be paid pro rata vacation pay.
- J. No vacation shall be forfeited because of sickness or disability occurring prior to the scheduled date. A vacation may be postponed or re-scheduled for a later date because of such sickness or disability.
- K. Vacations shall be taken at a time mutually agreed upon by the Employer and the employee. If there are conflicting requests from employees at one CFT worksite, vacation scheduling shall be strictly on the basis of seniority between the employees, so long as the request has been submitted by March 15 of the year prior to the vacation request. Requests submitted after March 15 shall be considered in the order received by the Employer.
- L. Vacation pay shall be paid in advance of the employee's vacation period and shall be computed at the employee's regular straight-time weekly rate. An employee's earned vacation time shall not be used in lieu of the two (2) weeks' termination notice.
- M. A regular part-time employee shall be paid at scale on a pro-rata basis consistent with hours and length of employment with the Employer.
- N. In the event of resignation or discharge of an employee, all accumulated vacation credits shall be paid in full at the time of termination of employment. This shall likewise apply in the case of death, in which event the amount due shall be paid to the legally recognized beneficiary of the estate of the deceased.

ARTICLE 37 – VOTE

SECTION 1. The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for OPEIU “Voice of The Electorate (VOTE) fund. Such voluntary contributions shall be forwarded to OPEIU Local 29/537 monthly by check payable to Voice of The Electorate or VOTE along with a listing of persons who donated such monies.

SECTION 2. A copy of the check off authorization to be used for this purpose is attached hereto as Appendix “C.”

ARTICLE 38 – DURATION OF AGREEMENT

This Agreement, together with all provisions herein set forth, shall continue in full force and effect from **October 1, 2013 through September 30, 2016** and shall continue in full force and effect thereafter from year to year unless either party has served the other party written notice of its desire to change or modify this Agreement sixty (60) days prior to the date of expiration. In such event, negotiations on a Successor Agreement shall be opened. Upon ratification of the Successor Agreement, unless stated otherwise, all agreed upon provisions will be retroactive to the effective date(s) of that Agreement.

FOR THE EMPLOYER:

California Federation of Teachers
Redacted by the U.S. Department of the Treasury

Josh Pechhalt
President

Date

FOR THE UNION:

OPEIU Local 29
Redacted by the U.S. Department of the Treasury

Tamara Rubyn
President/Business Manager

Date

California Federation of Teachers
Redacted by the U.S. Department of the Treasury

Jeff Freitas
Secretary-Treasurer

Date

OPEIU Local 537
Redacted by the U.S. Department of the Treasury

Lynnette T. Howard
Business Representative

Date

California Federation of Teachers
Redacted by the U.S. Department of the Treasury

Dan Martin
Executive Director

Date

29 - WS 4130

California Federation
of Teachers
AFT, AFL-CIO
Union of Professionals



Representing faculty
and classified workers in
public and private schools
and colleges, from early
childhood through higher
education

September 28, 2011

Western States Office and Professional Employees
C/o Kim Ransom – Benefits Specialist
Cc: A&I Plan Administrators
1220 SW Morrison St. Suite 300,
Portland OR 97205

ADMINISTRATIVE OFFICE
2550 N. Hollywood Way
Suite 400
Burbank, CA 91505
818-843-8226
818-843-4662 fax
www.cft.org

American Federation of
Teachers, AFL-CIO

Re: Account 29-4130

Dear Plan Administrators:

California Federation of Teachers (CFT) employs individuals who are represented by Local 29 and participate in the pension provided by Western States Office and Professional Employees Pension Fund. I have enclosed the pension portion of our collective bargaining agreement with Local 29 that is effective October 1, 2011 to September 30, 2013. Article 9, Section A of this bargaining agreement requires CFT to contribute during its term the same amount as during the year ending September 30, 2011 under the predecessor agreement plus the additional amount required by the Supplemental Employer Contribution Schedule for agreements effective October 2011 under the Updated Rehabilitation Plan as presented in the March 26, 2010, letter from the Board of Trustees.

Sincerely,

Redacted by the U.S. Department of the
Treasury

Jeff Freitas-Secretary Treasurer
Es

cc: Josh Pechthalt-President
Dan Martin-Executive Director
Elizabeth Soto-Controller

A & I RECEIVED

OCT 21 2011

Union printed on 100 percent
post-consumer recycled paper



Draft of Article 9, Section A

A. The Employer agrees to contribute into a Trust Fund known as Western States Office and Professional Employees Pension Fund for the account of each eligible Office and Professional Employees International Union, Local 29 represented employee working under this Agreement, the following amounts:

Effective Date	Amount Per Hour	Plus Supplemental Employer Contribution Per Hour Required By Updated Rehabilitation Plan
October 1, 2011	\$3.50	\$1.54
October 1, 2012	\$3.50	\$2.065

The Employer agrees to contribute into the Office and Professional Employees International Union Local 30/537 Retirement Plan Fund for the account of each eligible Office and Professional Employees International Union, Local 537 represented employee working under this Agreement, the following amounts:

Effective Date	Amount Per Hour
October 1, 2011	\$3.50
October 1, 2012	\$3.50

A & I RECEIVED
OCT 21 2011

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

29 4130
FEB 14 2011

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: CALIF. FEDERATION OF TEACHERS
Contract Person: Annette Eisenberg
Address: 2550 N HOLLYWOOD WAY #400
City, State & Zip: BURBANK, CA 91505
Telephone: 818-843-8226

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: _____

Redacted by the U.S. Department of the Treasury

Print Name: _____

ANNE EISENBERG

Title: _____

Accounting Technician

Date Signed: _____

2/8/11

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

OPEIU LOCAL 11

MAR 7 2016

RECEIVED

LABOR AGREEMENT

BETWEEN

CARPENTERS INDUSTRIAL COUNCIL, UBC

AND THE

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 11
AFL-CIO

FOR THE PERIOD

APRIL 1, 2016

THROUGH

MARCH 31, 2019

Section 7. Any notice of re-employment to an employee who has been laid off shall be made by registered mail to the last known address of such laid-off employee.

Section 8. Upon the termination of any employee the Health and Welfare shall remain effective for thirty (30) days.

ARTICLE 12. TERMINATION

Section 1. Two (2) weeks written notice shall be given by the employee on leaving the employment of the Employer and like written notice shall be given by the Employer, or pay in lieu thereof, after the completion of one (1) year of service, except for just cause. This clause shall not apply to employees of less than three (3) months of service. (Refer to Section 4).

Section 2. A three (3) month extension of the probationary period will be granted by the Union upon prior written notification by the Employer that is it considered necessary.

Section 3. Employees shall receive all accrued vacation at the time of termination.

Section 4. The Employer shall use progressive discipline in all cases with the exception of just cause. All copies of written memorandums will be mailed to the Union office. In cases of termination following such warning, information in the employee's personnel file shall be made available to the authorized Union Representative upon request. Progressive discipline is verbal warning, written warning, suspension then termination.

Section 5. All records of warning and supporting documentation shall be removed from the employee's personnel file twelve (12) months from the date of issuance if requested in writing and the problem has been corrected.

ARTICLE 13. HEALTH & WELFARE

During the term of this Agreement, the Carpenters Industrial Council, UBC shall contribute the entire amount agreed upon to the Health & Welfare Plan without significant change in current benefits received for each eligible employee working under the terms of this Agreement. The Employer will guarantee that the employees will not have to pay additional costs for this negotiated health & welfare benefit.

ARTICLE 14. RETIREMENT PLANS

Section 1. The Employer agrees to contribute to the Western States 401k Retirement Fund of the OPEIU, hereinafter called Retirement Fund or 401k plan, a minimum contribution of two dollars (\$2.00) per compensable hour, excluding overtime. No employee during the life of this Agreement shall suffer a reduction of Employer contribution of benefits by reason of adoption of this Agreement.

- a. If during the life of this Agreement, another 401k plan should become available to the employees, the Employer will retain the option of participating in a new plan subject to the approval of the bargaining unit members.

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, such contributions not to change from April 1 to April 1 of any year.

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 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 said 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 begin on the hiring date of each regular full-time or regular part-time employee of the Employer.

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. It is mutually agreed by all parties that effective April 1, 2010 and for the duration of this Agreement, the Employer agrees to continue a contribution amount of two dollars and seventy cents (\$2.70) 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 and Professional Employees Pension Fund.

Be it further agreed that should there be any changes to the Supplemental Contribution Schedule the Employer shall adopt the newest schedule presented by the Trustees of the Western States Office & Professional Employees Pension Fund. Should the Western States Office & Professional Employees Pension Fund release the Employer from the obligation to pay according to the Supplemental Contribution Schedule, then the minimum pension contribution amount of two dollars and seventy cents (\$2.70) per compensable hour shall be in full force and effect.

It is further agreed, that in the event the Employer has an alternate qualified plan at the same or better benefit, the Employer may move employees currently covered by the Western States Office and Professional Employees Pension Fund, into the alternate qualified plan. The decision to move the employees into the alternate qualified plan shall be at the sole discretion of the Employer.

ARTICLE 15. HEALTH & SANITATION

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

ARTICLE 16. NON-DISCRIMINATION

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

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

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

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

ARTICLE 17. RATES OF PAY

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

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

Section 3. Any employee, who is laid off or has given notice as per Article 11, shall receive all wages due them immediately upon termination of employment. In all other cases, all wages due them shall be paid within forty-eight (48) hours of termination of employment.

ARTICLE 18. UNION REPRESENTATIVE

The Union Representative shall have the right to contact employees at work regarding matters affecting this Agreement at any reasonable time.

ARTICLE 19. UNION LABEL STAMP – UNION SHOP CARD

The privilege of using the Union Label Stamp and the Union Shop Card shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling

ARTICLE 23. 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 lockout 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 contrary notwithstanding. Upon signing of this Agreement or any future Agreement, the provisions therein shall be retroactive to the anniversary date.

Date Signed: 2/26/2016

CARPENTERS INDUSTRIAL COUNCIL
UBC

Redacted by the U.S. Department of the
Treasury

Tony Hadley
Executive Secretary

Date Signed: 2-23-16

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 11

Redacted by the U.S. Department of the
Treasury

Michael L. Richards
Executive Secretary-Treasurer

Redacted by the U.S. Department of
the Treasury

Matthew E. DeVore
Union Representative

MED/dmt
opeiul/afl-cio

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

Mailed
2/11/11

February 2, 2011

11-4880

FEB 14 2011

RECEIVED

FEB 03 2011

**CARPENTERS INDUSTRIAL
COUNCIL**

WS4880
CARPENTERS INDUSTRIAL
COUNCIL, UBC
12788 SE STARK STREET
PORTLAND, OR 97233-1539

**RE: NEW PLAN PARTICIPATION AGREEMENT ENCLOSED-PLEASE SIGN AND
RETURN TO PLAN ADMINISTRATIVE OFFICE**

Dear Employer:

The Board of Trustees requests that all Contributing Employers to the Western States Office and Professional Employees Pension Fund (the "Plan") complete and execute a copy of the enclosed revised Participation Agreement.

Participation Agreements for each Contributing Employer are needed to ensure that: (a) the Plan can accept employer contributions under Federal law; and (b) employers are making the correct contributions on behalf of covered employees.

The enclosed revised Participation Agreement was adopted by the Board of Trustees at its November 2010 meeting. With regard to the revised Participation Agreement:

1. There is now one Participation Agreement, whether the employer is contributing only on behalf of bargaining unit employees, or whether the employer is contributing on behalf of bargaining and non-bargaining unit employees. The employer now checks the applicable box(es) on the form, based on which group(s) the employer covers.
2. Employers who are contributing on behalf of non-bargaining employees need to include the current rate of contribution on the line provided.

The back side of this letter contains some frequently asked questions related to Participation Agreements. We ask that you mail the completed and signed form to the Plan's Administrative Office at the following address by February 25, 2011:

Western States Office and Professional Employees
Pension Fund
Suite 300
1220 SW Morrison Street
Portland, OR 97205

You may also email the completed form to wsope@aibpa.com. Please contact the Plan's Administrative Office if you have any questions.

Sincerely,

WSOPE Pension Fund Administrative Office

Encl.

(OVER)

Administered by A&I Benefit Plan Administrators, Inc.
1220 SW Morrison St. Suite 300, Portland OR 97205-2222
(503) 222-7694 (800) 413-4928 Fax (503) 228-0149
<http://www.wsp.aibpa.com>

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

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: CARPENTERS INDUSTRIAL COUNCIL
Contract Person: DEBORAH DESARAH
Address: 12788 SE STARK ST
City, State & Zip: PORTLAND, OR 97223-1539
Telephone: (503) 228-0235

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

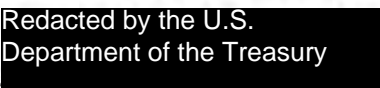
¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:
- a. Employer is a (*insert form of business*): Labor Representative/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): CARPENTERS INDUSTRIAL COUNCIL.
 - 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.**

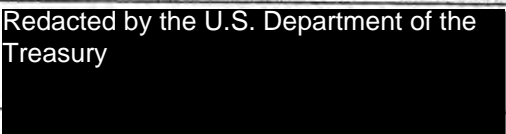
- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

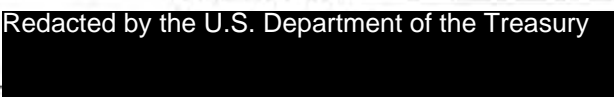
APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: 
Print Name: Michael H. Pieti
Title: Executive Secretary-Treasurer
Date Signed: 2/11/11

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

WS 3558

A & I RECEIVED

JUL 02 2015

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS

AND

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCALS #8, #11 & #23, AFL-CIO

FOR THE PERIOD OF

APRIL 1, 2014 THROUGH MARCH 31, 2017

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCALS #8, #11 & #23 – PACIFIC NW REGIONAL COUNCIL OF CARPENTERS

Employees working less hours than needed to qualify for Employer paid health & welfare shall receive an additional fifteen percent (15%) to wages.

Section 20.2 In the event the Trustees of either Health Plans, during the term of this Agreement, certify that an increased contribution rate is necessary to maintain the present benefit schedule of said Plan, the Employer agrees to pay the increase.

ARTICLE 21

RATES OF PAY

Section 21.1 The wage scales herein established and shown in Schedule "A" shall be considered minimum wages and shall not prevent the payment of higher wages to any employee whose work may warrant. Employees will be classified in accordance with job assignments and shall be paid not less than the minimum for such classifications in accordance with the table of job classifications and rates of pay in Schedule "A". Employees shall receive wage increases in accordance with the automatic length of service provision in Schedule "A".

Section 21.2 Any position not covered in Schedule "A", or any positions which may be established during the life of this Agreement, shall be subject to negotiations between the Employer and the Union.

Section 21.3 Where a person does a combination of any of the above described classifications, the salary shall be based upon the highest paid classification. An employee will not receive pay in a higher classification nor suffer a reduction in salary when cross-training in a particular job classification for thirty (30) calendar days or less.

Section 21.4 Any employee who is laid-off or has given notice, shall receive all wages due them immediately upon termination of employment. In all other cases, all wages due them shall be paid on the next regular payroll date after termination of employment.

Section 21.5 The Employer agrees that pay periods will be weekly.

Section 21.6 Any employee classified as CLASS I or CLASS II who is given the added responsibility of being a *security/key user* for the Carpenters' Ultra System shall receive an additional five percent (5%) differential above the highest rate of pay for their classification.

ARTICLE 22

PENSION PLANS

Section 22.1 Effective April 1, 2014, the Employer shall contribute three dollars (\$3.00) per hour into the Western States Office and Professional Employees Pension Fund for all employees. The Employer also agrees to contribute the additional seventy-nine percent (79%) for the pension surcharge amount listed in the 2013 Rehab Plan, in accordance with the Supplemental Contribution Schedule, with a total contribution amount of five dollars and

thirty-seven cents (\$5.37) to the Western States Office and Professional Employees Pension Fund.

Section 22.2(a) Effective April 1, 2015 and for the duration of this Agreement, the Employer shall contribute three dollars (\$3.00) per hour into the Western States Office and 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 five dollars and forty cents (\$5.40) to the Western States Office and Professional Employees Pension Fund.

Section 22.3 Upon failure of the Employer to make any of the payments required by this Agreement, the Union may, ten days after written notification to the Employer of failure to such payments, under take economic action against such defaulting Employer to enforce prompt payment, and such action shall not be deemed to be in violation of this Agreement of any of the provisions thereof.

Section 22.4 The Employer agrees to provide payroll deduction for those employees who would like to self contribute to the 401(k) Retirement Fund of the Office & Professional Employees International Union, Local #11 Plan or the OPEIU, Local #8 401(k) Supplemental Retirement Fund. Employees shall have the right to change (increase or decrease) their self-contribution amounts at any time for the duration of this Agreement. Contribution change requests must be provided in writing to the Employer.

ARTICLE 23

GRIEVANCE MACHINERY AND ARBITRATION

Section 23.1 A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matters of hours, working conditions and wages, or any dispute between the parties involving interpretation or application of any provision of this Agreement.

Section 23.2 An aggrieved employee shall present their grievance within thirty (30) working days of its occurrence on the regular grievance form, or such grievance will be deemed waived by the Union and the Employer.

Section 23.3 In the event of such grievance, the steps hereinafter set forth shall be followed:

Step 1. The employee and the steward/representative or the employee individually shall meet with the Employer within two (2) days of filing the grievance. In the event the grievance is not satisfactorily settled within two (2) working days, the employee and the Steward shall complete and sign a written grievance and forward the grievance to the next step in the procedure.

Step 2. The Union Grievance Committee, composed of two (2) members not from the effected Bargaining Group, the Employer Committee, composed of two (2) members not from the effected Employer group, shall then discuss the grievance. In the event of

failure to reach a satisfactory adjustment within three (3) additional working days. The Joint Committee shall notify the Union and the Employer.

Section 23.4 If in any of the foregoing steps either party fails to carry out the procedures involved in these steps, the other party may take the dispute to arbitration.

Section 23.5 The decision of the arbitrator shall be final and binding upon the parties hereto and the arbitrators fee shall be borne equally by the parties.

Section 23.6 It shall be the intention of the parties to settle all differences between the employees and the Union through grievance machinery and arbitration in accordance with the provisions of this Agreement.

ARTICLE 24

SEPARABILITY

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

ARTICLE 25

PICKET LINES

It is further understood and agreed that refusal by an employee covered by this Agreement, to go through a recognized picket line, shall not constitute a violation of this Agreement, nor shall such refusal by an employee be cause for discharge or disciplinary action of any kind.

ARTICLE 26

TRAINING

This Article shall only apply to training approved by the Employer. Such training shall be provided to enhance the skills of employees needed to better perform their duties. Training may be acquired at any Employer approved facility, including Technical and two and four year institutions. Expenses associated with such training shall be paid for by the Employer and may include wages and overtime if appropriate.

ARTICLE 27

TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from April 1, 2014 through March 31, 2017, 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

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCALS #8, #11 & #23 – PACIFIC NW REGIONAL COUNCIL OF CARPENTERS

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.

EXECUTED this 30th day of June 2014.

PACIFIC NORTHWEST REGIONAL
COUNCIL OF CARPENTERS

Redacted by the U.S. Department of
the Treasury

By _____
Doug Tweedy /
Executive Secretary-Treasurer

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCALS #8, #11 & #23

Redacted by the U.S. Department of
the Treasury

By _____
Suzanne Mode
Business Manager
OPEIU Local #8
Redacted by the U.S.
Department of the Treasury

By _____
Mike Richards
Executive Secretary-Treasurer
OPEIU Local #11
Redacted by the U.S. Department of the Treasury

By _____
Maureen Colvin
Union Representative
OPEIU Local #11
Redacted by the U.S. Department of the
Treasury

By _____
Leslie Liddle
Business Representative
OPEIU Local #23
Redacted by the U.S. Department of the Treasury

By _____
Stacey Keller
Bargaining Team Member
Redacted by the U.S. Department of the
Treasury

By _____
Nichele Smith
Bargaining Team Member

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

8-8233

**Employer
Participation
Agreement**



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

RECEIVED
JUN 10 2011

1. Employer Information.

Name: Carpenters Local 816
Contract Person: Stefanie Arriaga
Address: 22021 7th Ave S, Suite 2
City, State & Zip: Des Moines, WA 98198
Telephone: (253) 815-0170

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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): Carpenters Local 816

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

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

1 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

Lloyd Weatherford
Financial Secretary
June 6, 2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Judith Zenk, Co-Chair

NOV 03 2011

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Redacted by the U.S. Department of the Treasury

Michael Parmelee, Co-Chair

NOV 03 2011

A & I RECEIVED
JUN 10 2011

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

OPEIU LOCAL 11

APR 13 2016

RECEIVED

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. EDUCATION

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

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

ARTICLE 17. NON-DISCRIMINATION

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

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

ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31st day of March 2016:

UNITED LABOR UNION ASSOCIATION

Redacted by the U.S. Department of the
Treasury

Gary Young/Business Manager IBEW Local 48
ULUA - President

Redacted by the U.S.
Department of the
Treasury

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

Redacted by the U.S.
Department of the Treasury

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

Redacted by the U.S.
Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

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

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the
Treasury

Maureen Colvin /Union Representative
OPEIU Local 11

Redacted by the U.S. Department of the
Treasury

Donna Allen/Member
OPEIU Local 11

Redacted by the U.S.
Department of the Treasury

Laura Robbins/Member
OPEIU Local 11

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. NON-DISCRIMINATION

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

MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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

SIGNED this 30th SEPTEMBER day of August 2010.

Redacted by the U.S.
Department of the Treasury

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

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S.
Department of the

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

Redacted by the U.S. Department of the
Treasury

Maureen Bower/Union Representative
OPEIU Local 11

Redacted by the U.S. Department of the
Treasury

Brent Hunsley/Business Manager Cement Masons Local 555
ULUA-Negotiating Team

Redacted by the U.S.
Department of the Treasury

Sharon Allen/Member
Local 11

Redacted by the U.S. Department of the
Treasury

Maddelyn Elder/President CWA Local 7901
ULUA-Negotiating Team

Redacted by the U.S. Department
of the Treasury

Laura Gustafson/Member
Local 11

Redacted by the U.S. Department of the
Treasury

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

Ratified by ballot vote 8/26/10

ULUA 2013 – Page 18

Western States Office and
Professional Employees
Pension Fund

WS 2162

Employer
Participation
Agreement

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

1. Employer Information.

Name: Cement Masons Local 555
Contract Person: Brett Hinsley
Address: 12812 NE Marx St
City, State & Zip: Portland, OR
Telephone: (503) 232-9341

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: _____

A & I RECEIVED
AUG 11 2011

4. Coverage.

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

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

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): Cement Masons Local 555.

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

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

1 employees covered by the collective bargaining agreement; and

 employees who are not covered by the collective bargaining agreement.

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: _____

Redacted by the U.S. Department of the Treasury

Print Name: _____

Title: _____

Date Signed: _____

Brett Hinsley
Business Manager
8/9/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Redacted by the U.S. Department of the Treasury

Judith Zenk, Co-Chair

NOV 03 2011

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Redacted by the U.S. Department of the Treasury

Michael Parmelee, Co-Chair

NOV 03 2011

A & I RECEIVED
AUG 11 2011

WS 1069

AGREEMENT

Between

CHABOT FEDERAL CREDIT UNION

and

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

September 1, 2014 to December 31, 2017



ARTICLE 16 - PENSION/RETIREMENT PLAN - continued

Western States Office & Professional Employees Pension Fund

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 ninety cents (\$.90) for each hour worked or paid for.

For each hour worked or paid for, the Employer agrees to contribute on behalf of each employee the surcharge amount of seventy-two cents (\$.72) as listed in the Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund, for the life of this agreement. Should the Contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in this Article.

ARTICLE 17 - EMPLOYEE TRAINING

The Employer, upon hiring each employee, shall make known to the employee the duties they are expected to perform, and shall provide instructions as to the policies and procedures of the Credit Union.

Job-related training (including off-site workshops and conferences) that is necessary to perform an employee's job duties, as assigned by the Employer, shall be provided on the employee's paid time. All expenses related to such training shall be paid by the Employer.

ARTICLE 18 - SENIORITY AND LAYOFF

Seniority

Seniority shall be defined as the length of continuous service with the Employer from the last date of hire. When making promotions to higher job classifications, consideration shall be given to seniority when and where applicant qualifications and ability are equal. Voluntary resignation, unauthorized leave, abandonment of position or discharge for cause terminates seniority.

Layoff

In laying off employees, the last person hired shall be the first person laid off, provided those employees remaining have the ability required to perform the remaining work, as determined by the General Manager. In re-employing laid off employees, the last person laid off shall be the first person rehired, provided the employee has the ability necessary to perform the available work, as determined by the General Manager.

Layoffs due to a lack of work do not break seniority, unless such layoffs exceed one (1) year in duration. Employees on layoff shall not accrue seniority during the duration of the layoff.

ARTICLE 29 - DURATION OF AGREEMENT AND PROVISIONS FOR AMENDMENT

This Agreement, together with all provisions herein set forth shall be effective on September 1, 2014, and shall remain in full force and effect without change, addition or amendment from that date until December 31, 2017.

This Agreement shall continue in full force and effect from September 1, 2014 through December 31, 2017, and shall be renewed from year to year thereafter if neither party to the Agreement gives sixty (60) days written notice of its intent to modify, amend, or terminate the Agreement prior to December 31, 2017. If such notice is given but no successor agreement is reached by December 31, 2017, the parties agree that all terms and conditions of the Agreement shall remain in full force and effect until negotiations are concluded.

In such event, negotiations shall be reopened in order to revise the Agreement. When and where agreed to, any changes made may be incorporated into this Agreement, effective as to the date the parties agree to, including retroactively to the date of expiration of the prior Agreement.

CHABOT FEDERAL CREDIT UNION

Redacted by the U.S. Department of the Treasury

By:

Victor Willits
Board Negotiator

Date:

2-11-15

Redacted by the U.S. Department of the Treasury

By:

Sharon Trethan
Board Negotiator

Date:

2/11/15

Redacted by the U.S. Department of the Treasury

By:

Larry Schaffer
General Manager

Date:

2/11/15

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

Redacted by the U.S.

Department of the Treasury

By:

Tamara R. Rubyn
President/Business Manager

Date:

5-8-15

Redacted by the U.S.

Department of the Treasury

By:

Terry Keller
Business Representative

Date:

5-8-15

Redacted by the U.S. Department of the Treasury

By:

Peggy Hanan
Bargaining Committee Member

Date:

5-7-2015

Redacted by the U.S. Department of the Treasury

By:

Mary Born
Bargaining Committee Member

05/07/2015

SIDE LETTER OF AGREEMENT

Between

CHABOT FEDERAL CREDIT UNION

And

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

Pursuant to Article 16 – PENSION/RETIREMENT PLAN, the parties have agree if the Trustees increase the supplemental payment for any reason, during the life of this Agreement, the Employer agrees to pay the added amount, subject to the understanding that any amount paid on behalf of the employees shall be considered in any subsequent Contract Negotiations.

CHABOT FEDERAL CREDIT UNION

Redacted by the U.S. Department of the
Treasury

By: _____

Victor Willits
Board Negotiator

APPROVED FEB 10 2015

Date: _____

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

Redacted by the U.S. Department
of the Treasury

By: _____

Tamara R. Rubyn
President/Business Manager

Date: 5-8-15

Redacted by the U.S. Department of the
Treasury

By: _____

Sharon Trethan
Board Negotiator

Date: 2/11/15

Redacted by the U.S.
Department of the Treasury

By: _____

Terry Keller
Business Representative

Date: 5-8-15

Redacted by the U.S. Department of
the Treasury

By: _____

Larry Schaffer
General Manager

Date: 2/10/2015

Redacted by the U.S. Department
of the Treasury

By: _____

Peggy Haman
Bargaining Committee Member

Date: 5-7-2015

Redacted by the U.S. Department of the
Treasury

By: _____

Mary Born
Bargaining Committee Member

Western States Office and
Professional Employees
Pension Fund

WS 10 10 69

FEB 11 2011

Employer
Participation
Agreement

APR 04 2011

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

1. Employer Information.

Name: CHARBOT FEDERAL CREDIT UNION
Contract Person: LARRY A. SCHAFER
Address: 7080 DONLON WAY, STE 100
City, State & Zip: DUBLIN, CA 94568-2788
Telephone: 925 828-1320 ext 108

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

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

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

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

6 employees covered by the collective bargaining agreement; and

1 employees who are not covered by the collective bargaining agreement. and not participating!

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE: _____

Print Name: _____

LARRY A. SCHAFER

Title: _____

CEO

Date Signed: _____

2/9/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

FEB 11 2011

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Judith Zenk, Co-Chair

Date Signed: _____

NOV 16 2011

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Michael Parmelee, Co-Chair

Date Signed: _____

NOV 16 2011

WS 0169
WS 0913
WS 0173
WS 1166

WS 0153
WS 4340
WS 1144
WS 0155

WS 1067
WS 0726

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

**TRADE UNION OFFICE AGREEMENT
ALAMEDA COUNTY**

And

RECEIVED
APR 06 2016

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

JULY 1, 2014 – JUNE 30, 2016



Bricklayers APPR OAKLAND =
Bricklayers JATC

July 1, 2014 – June 30, 2016

TRADE UNION OFFICE AGREEMENT - ALAMEDA COUNTY

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

WITNESSETH

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

ARTICLE 1. RECOGNITION

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

ARTICLE 2. UNION SECURITY

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

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

ARTICLE 11. CLASSIFICATIONS AND MINIMUM WAGE SCALES - continued

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

ARTICLE 12. PENSION PLAN

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

Effective 11/1/2009
\$6.25

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

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

ARTICLE 12. PENSION PLAN - continued

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

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

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

ARTICLE 13. TERMINATION PAY

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

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

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

ARTICLE 32. UNION ELECTIONS

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

ARTICLE 33. SUCCESSORS AND ASSIGNS

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

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

ARTICLE 34. INDUSTRIAL WELFARE COMMISSION ORDER

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

ARTICLE 35. DURATION OF AGREEMENT, PROVISIONS FOR AMENDMENT

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

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

FOR THE EMPLOYER:

**ALAMEDA BUILDING & CONST.
TRADES COUNCIL**

Redacted by the U.S.
Department of the Treasury

By: _____

Andreas Cluver
Secretary-Treasurer

Date: 2/23/16

**ALAMEDA LABOR COUNCIL,
AFL-CIO**

Redacted by the U.S. Department of the
Treasury

By: _____

Josie Camacho
Executive Secretary-Treasurer

Date: 2/27/16

FOR THE UNION:

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

Redacted by the U.S. Department of the
Treasury

By: _____

Tamara R. Rubyn
President/Business Manager

Date: 3/2/16

Redacted by the U.S. Department of the
Treasury

By: _____

Kelly Gschwend
Vice President/Business Representative

Date: 3-2-16

The Alameda Master Agreement covers the following Employers:

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

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

AGREEMENT TO EXTEND CONTRACT

Between

ALAMEDA MASTER TRADE UNION AGREEMENT,

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

And

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

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

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

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

**ALAMEDA MASTER TRADE UNION
AGREEMENT**

Redacted by the U.S. Department
of the Treasury

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

Date: 6/27/16

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

Redacted by the U.S. Department of
the Treasury

By: _____
Kelly Gschwend
Vice President/Business Representative

Date: 6-27-16

Redacted by the U.S. Department of the Treasury

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

Date: 6/27/16

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

WS0169

Office & Professional Employees International Union | Local 29

AFL-CIO & CLC

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

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

AGREEMENT TO ADOPT REHABILITATION PLAN

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

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

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

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

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

Effective Date: January 1, 2013

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

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

EMPLOYER APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title: Secretary-Treasurer

Date: 4/5/13

Redacted by the U.S. Department of the Treasury

Signature

Title: Exec. Sec. Treas.

Date: 4-5-13

UNION APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title: Vice President / Bus. Rep.

Date: 4/5/13

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

MAR 11 2011

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: ALAMEDA LABOR COUNCIL
Contract Person: VICKI CRENSHAW
Address: 100 HEGENBERGER Rd #150
City, State & Zip: OAKLAND, CA 94621
Telephone: 510 632-4242

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a (insert form of business): NON PROFIT 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): ALAMEDA LABOR COUNCIL.

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

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

1 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

MAR 11 2011

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: _____

Redacted by the U.S. Department of the Treasury

Print Name: _____

JOSIE CAMACHO

Title: _____

EXECUTIVE SECRETARY - TREASURER

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 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

AGREEMENT

Between

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

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

And

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

November 1, 2010 – October 31, 2015



A & I RECEIVED

ARTICLE XVIII. RETIREES' HEALTH AND WELFARE PLAN -
continued

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

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

ARTICLE XIX. LONG AND SHORT TERM DISABILITY

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

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

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

ARTICLE XX. 401(k) PLAN

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

ARTICLE XXI. PENSION PLAN

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

Effective November 1, 2010, hours paid, the Employer agrees to contribute on behalf of each employee the surcharge amount listed in the Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the Contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in this Article.

ARTICLE XXVIII. TERM OF THE AGREEMENT

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

INTERNATIONAL LONGSHORE & WAREHOUSE UNION

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

By: Redacted by the U.S. Department of
the Treasury
William E. Adams
Secretary-Treasurer

By: _____
Tamara R. Rubyn
President/Business Manager

Date: 3-6-12

Date: _____

COAST LONGSHORE DIVISION
By: Redacted by the U.S. Department of the
Treasury

By: _____
Leal Sundet
Coast Committeeman

By: _____
Terry Keller
Business Representative

Date: 3/6/2012

Date: _____

ILWU-PMA BENEFIT PLANS

By: _____
Ray Ortiz Jr.
Trustee

Date: _____

By: _____
Michael Wechsler
Trustee

Date: _____

Western States Office and
Professional Employees
Pension Fund

Employer
Participation
Agreement

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

1. Employer Information.

Name: COAST LONGSHORE DIVISION
Contract Person: Haydee Lind
Address: 1188 Franklin Street
City, State & Zip: San Francisco, CA 94109
Telephone: (415) 775-0533

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

A&I RECEIVED
JUL 10 2012

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*): ~~Service (non-profit) Union~~
Note: Partners and sole proprietors cannot participate in the Plan but partnerships and sole proprietorships may cover their employees.
 - b. Employer is doing business under the following name(s) (attach separate page if more space is needed): _____
 - c. Employer elects to participate in the Plan as a contributing employer.
 - d. Employer now has the following employees (insert number):
 3 employees covered by the collective bargaining agreement; and
 n/a employees who are not covered by the collective bargaining agreement.
 - e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.
 - f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.**
6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:
- a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.
 - b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the
Treasury

EMPLOYER SIGNATURE: _____

Print Name: Leal Sundet

Title: Coast Committeeman

Date Signed: _____

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: _____

Print Name: Judith Zenk, Co-Chair

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Print Name: Michael Parmelee, Co-Chair

Date Signed: _____

AS RECEIVED

WS 8274

ILWA
Master

Article XXI Pension Plan

Add a new paragraph to read:

Effective with the November 2010 hours paid, the Employer agrees to contribute on behalf of each employee the percentage amount listed in the Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the Supplemental Contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in Article XXI.

~~Tentative Agreement 10/6/2010~~

Redacted by the U.S. Department of the Treasury

Redacted by the U.S. Department of the Treasury

Leal Sundet (for the employers)

Terry Keller (for the Union)

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

BUILDING TRADE UNION OFFICES

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

International Union of Elevator
Constructors, Local 25

Colorado Building and Construction Trades
Council

International Brotherhood of
Boilermakers, Local 101

Operating Engineers JATC



May 1, 2014
to and including
April 30, 2017

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

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

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

ARTICLE 20 – PENSION

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

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

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

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

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

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

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

ARTICLE 21 – TECHNOLOGICAL CHANGES

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

ARTICLE 22 – GRIEVANCE AND ARBITRATION

22.1 All grievances shall be handled in the following manner:

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

ARTICLE 25 – TERM OF AGREEMENT

25.1 This Agreement shall be in full force and effect from the first (1st) day of May, 2014, to and including the thirtieth (30th) day of April 2017, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

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

For the Union:

**OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL 80 AFL-CIO**

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

Title: Executive Director/CFO

Date: _____

For the Employers:

**COLORADO BUILDING AND
CONSTRUCTION TRADES UNION
OFFICES**

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

Title: Business Manager

Date: 7-22-14

Western States Office and
Professional Employees
Pension Fund

WS 0721

Employer
Participation
Agreement

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

A&I RECEIVED
SEP 26 2011

1. Employer Information.

Name:

COLORADO BUILDING & CONSTRUCTION TRADES
COUNCIL

Contract Person:

Address:

7510 W. MISSISSIPPI AVE., SUITE 240

City, State & Zip:

LAKEWOOD, CO 80226

Telephone:

303) 936-3301

2. Local Information.

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

3. Participation.

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



An existing Participating Employer to update Plan records.



A new Participating Employer.

Effective date of coverage: _____



A new group of Employees of an existing Participating Employer.

Effective date of coverage: _____

4. Coverage.

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



Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.



Request from OPEIU Local # 5
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 COUNCIL.

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

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

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

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

_____ employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

ALDEN N. HALL

BUSINESS MANAGER

09/02/2011

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Judith Zenk, Co-Chair

OCT 26 2011

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Michael Parmelee, Co-Chair

OCT 26 2011

A & I RECEIVED
SEP 26 2011

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

OPEIU LOCAL 11

APR 13 2016

RECEIVED

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. EDUCATION

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

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

ARTICLE 17. NON-DISCRIMINATION

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

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

ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31st day of March 2016:

UNITED LABOR UNION ASSOCIATION

Redacted by the U.S. Department of the
Treasury

Gary Young/Business Manager IBEW Local 48
ULUA - President

Redacted by the U.S.
Department of the
Treasury

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

Redacted by the U.S.
Department of the Treasury

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

Redacted by the U.S.
Department of the Treasury

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

Redacted by the U.S. Department of the
Treasury

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

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the
Treasury

Maureen Colvin /Union Representative
OPEIU Local 11

Redacted by the U.S. Department of the
Treasury

Donna Allen/Member
OPEIU Local 11

Redacted by the U.S. Department of the
Treasury

Laura Robbins/Member
OPEIU Local 11

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. NON-DISCRIMINATION

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

MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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

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

Redacted by the U.S.
Department of the Treasury

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

Redacted by the U.S.
Department of the
Treasury

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

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the
Treasury

Madelyn Elder/President CWA Local 7901
ULUA-Negotiating Team

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the Treasury

Maureen Bower/Union Representative
OPEIU Local 11

Redacted by the U.S.
Department of the Treasury

Sharon Allen/Member
Local 11

Redacted by the U.S. Department
of the Treasury

Laura Gustafson/Member
Local 11

RECEIVED

2011

AGREEMENT

Between

WS0027

**CONSTRUCTION & GENERAL
LABORERS UNION, LOCAL 185**

And

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

May 1, 2013 – June 30, 2018



ARTICLE XV. EMPLOYEES HEALTH & WELFARE, DENTAL, DRUG & MAJOR MEDICAL

Employer will provide coverage under the Laborers Health & Welfare Trust Fund of Northern California and to maintain all costs of plan through the life of this Agreement.

ARTICLE XVI. PENSION AND ANNUITY

The Employer agrees to maintain existing benefits under the Western States Office & Professional Employees Pension Fund as described in Section 1 below:

Section 1. The Employer agrees to continue to contribute Three Dollars (\$3.00) per hour into a Trust Fund known as Western States Office & Professional Employee's Pension Fund for the accounts of employees who have accrued pension credits.

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

Section 2.

- a. Effective May 1, 2007, the Employer agrees to increase contributions to the Trust Fund known as the Northern California Laborers Annuity Trust Fund an additional twenty-nine (\$.29) cents per hour for the accounts of employees who have accrued annuity benefits.

ARTICLE XVII. LEAVES OF ABSENCE

Employees may be granted leaves of absence, without pay, for reasonable periods of time. Conditions of leaves of absence shall be by mutual agreement between the Employer and the employee.

ARTICLE XVIII. BOARD OF ADJUSTMENT

All disputes, complaints or grievances arising out of this Agreement shall be first taken up between the Union and the Employer, and failing satisfactory settlement thereof, either side shall refer such dispute, complaint or grievance to the Adjustment Board established by this Article. In cases of discharge only, any such complaint or grievance shall be called to the attention of the Employer and the Union within five (5) days after such discharge. In the absence of such notification, such discharge shall not be considered by the Adjustment Board.

A grievance shall be deemed waived by an employee and the Union, unless such grievance is presented, in writing, by the employee or a Steward, in accordance with the following procedure:

ARTICLE XX. NO STRIKE, NO LOCKOUT

The Union agrees there will be no work stoppage, picketing, slow down, cessation of work, or strike of any kind by members of the bargaining unit during this Agreement. The Union shall have unlimited liability for any expenses incurred by the Employer due to the Union's violation of this Agreement or actions of its members. The Employer agrees there may be no lockout during the term of this Agreement.

ARTICLE XXI. DURATION OF AGREEMENT

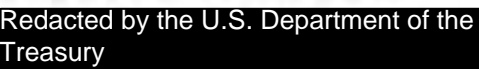

Section 1. The term of this Agreement shall commence on the 1st day of May 2013 and continue until the 30th day of June 2018, and shall be automatically extended from year to year thereafter unless either party desiring to negotiate a new Agreement shall notify the other party, in writing, no less than sixty (60) days prior to the termination date.

Section 2. If such notice is given by either party of the desire to negotiate a new Agreement, then the party receiving such notice may, not later than forty-five (45) days prior to the termination date, notify the other party, in writing, of its desire to negotiate a new Agreement.

Section 3. Negotiations upon a new Agreement shall begin by mutual agreement and may continue until a new Agreement is reached and, during said negotiations, this present Agreement shall remain in full force and effect, except that during such negotiations subsequent to the expiration date hereof, either party may, on five (5) days' written notice to the other, terminate this Agreement.

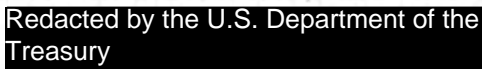
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**CONSTRUCTION AND GENERAL
LABORERS UNION, LOCAL 185**

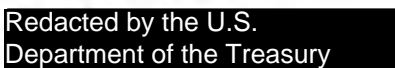
By: 
Doyle S. Radford 
Business Manager/Secretary-Treasurer

Date: 7-24-13

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

By: 
Tamara R. Rubyn
President/Business Manager

Date: 8/14/13

By: 
Terry Keller
Business Representative

Date: 8-14-13

Office & Professional Employees International Union | Local 29

AFL-CIO & CLC

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

RECEIVED

AUG 12 2013

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND **OPEIU 29**

AGREEMENT TO ADOPT REHABILITATION PLAN

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

Parties: LABORERS LOCAL 185, the "Union; and
Office & Professional Employees
International Union, Local 29, 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: MAY 1, 2013

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

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

EMPLOYER APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title: Business Representative

Date: 8-14-13

UNION APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title: Business Manager

Date: 6-3-13

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

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

FEB 14 2011

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**Employer
Participation
Agreement**

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

1. Employer Information.

Name: Construction and General Laborers Union Local 185
Contract Person: Doyle S. Radford
Address: 1320 National Dr.
City, State & Zip: Sacramento, CA 95834
Telephone: (916) 928-8300

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

Print Name: Doyle S. Radford

Title: Secretary-Treasurer/Business Manager

Date Signed: 02-10-2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

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

Print Name: Judith Zenk, Co-Chair

Date Signed: NOV 03 2011

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

Print Name: Michael Parmelee, Co-Chair

Date Signed: NOV 03 2011

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

**COMMUNICATIONS WORKERS OF AMERICA
LOCAL UNION 7777**



May 1, 2014
to and including
April 30, 2017

those hours previously paid for Worker Compensation illness shall be re-adjusted accordingly.

- 8.10** Employees who suffer from extended illness or injuries and who have exhausted all of their incidental illness bank of hours, serious illness bank of hours, vacation time, and earned work time may, with management approval, be offered the use of other bargaining unit employees serious illness bank of hours.

ARTICLE 9 – HEALTH AND WELFARE

- 9.1** The Employer shall make contributions to the OPEIU Locals 30/537 Health Fund or any other health and welfare plan mutually agreed upon by the employees and the Employer. The Employer will pay the cost of coverage up to one thousand one hundred thirty four dollars (\$1,134.00) per month for its employees covered by the Plan. Should the carrier of the insurance be changed, the Employer reserves the right to discuss with the Union the cost of coverage.
- 9.2** The Employer contribution as provided herein shall be made on eligible employees on the effective date, except for employees serving the thirty (30) day probationary period. The contribution for probationary employees shall start on the first of the month following the thirty (30) day probationary period.
- 9.3** The Employer shall continue payments for the first sixty (60) days for any employee on sick leave or personal leave of absence, or who is on a temporary layoff status. After sixty (60) days, the employee shall make provision for the payment of the full amount of the contribution which is to be then paid by the employee.
- 9.4** When an employee is injured on the job, the Employer will continue to make monthly contributions for eighteen months after the injury occurs.
- 9.5** This shall apply to all employees not presently covered by another health and welfare plan which is Employer-paid, and such employees currently covered by another Employer-paid health plan shall have the option of continuing under their old plan, changing to the Office Employees Health Benefit Fund Plan or any other plan mutually agreed upon by the employees and the Employer.
- 9.6** Regularly scheduled part-time employees who work over twenty-five (25) hours per week shall be covered by the provisions of this Article.

ARTICLE 10 – PENSION

- 10.1** The Employer agrees to contribute to the Western States Office and Professional Employees Pension Fund, a contribution on behalf of each employee in the amount of one dollar and seventy cents (\$1.70) per hours paid for.