

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

**SECOND SUSPENSION APPLICATION**

**Exhibit 15**  
**(Part 4 of 12)**

ARTICLE 22

TERMINATION AND RENEWAL

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

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

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

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

Suzanne Mode  
Business Manager

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

David Ciprut, REBOUND  
Bargaining Committee

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

Fred Hutchins, IBEW Local 77  
Bargaining Committee

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

Traci Miller, Heat & Frost Insulators Local 7  
Bargaining Committee

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

Carol O'Neill, Sprinkler Fitters Local 699  
Bargaining Committee

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

Tyler Walser, IBEW Local 77  
Bargaining Committee

FOR THE MASTER TRADE SECTION

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

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

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

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

8222

**Employer  
Participation  
Agreement**

MAR 17 2011

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

1. Employer Information.

Name: Greater Seattle Area Local  
Contract Person: American Postal Workers Union,  
Address: AFL-CIO  
PO Box 48148  
City, State & Zip: Seattle, WA 98148-0148  
Telephone: \_\_\_\_\_

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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.

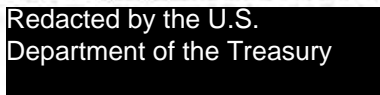
b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based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



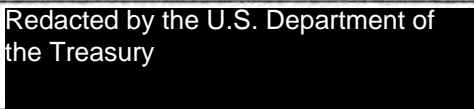
- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

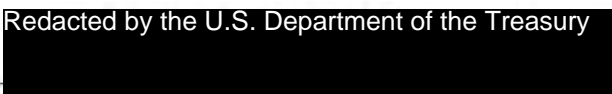
#### APPROVAL OF PARTICIPATION AGREEMENT

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

EMPLOYER SIGNATURE:   
Print Name: Jesus Bobunquin  
Title: President  
Date Signed: 02/19/11

##### 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

OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

8-8138

Piledrivers  
23916

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

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

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

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

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

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

EXECUTED in Seattle, Washington this 31<sup>st</sup> day of May 2011.

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL 8

Redacted by the U.S. Department of the  
Treasury

By \_\_\_\_\_  
Suzanne Mode  
Business Manager

FOR THE TRADE SECTION EMPLOYERS

Redacted by the U.S.  
Department of the Treasury

By \_\_\_\_\_  
David Freiborn  
Executive Secretary  
Martin Luther King Jr. County Labor  
Council

## Trade Section Employers Participating in Western States Pension Fund

2016

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

#8133

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

#8111

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

#8222

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

#8152

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

#8155

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

#8240

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

#8181

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

#8253

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

#8109

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

#8101

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

#8255

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

#775

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

#8235

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

#8162

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

#8138

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

#8127

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

#8241

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

#8108

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

#8154

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

#8118

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

#8164

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

#8226

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

#8126

**AGREEMENT**

**Between**

**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION**

**LOCAL NO. 30**

**And**

**ZENITH AMERICAN SOLUTIONS**



**June 1, 2016 Through May 31, 2019**

of the conclusion of mediation. The parties will request a list of seven (7) qualified arbitrators and shall make their selection by exercising mutual strikes until one name remains. For the first arbitration under the term of this Agreement, the parties will toss a coin to determine who strikes first. The first strike shall then be alternated for each successive arbitration panel struck. The decision of the Arbitrator shall be final and binding upon the parties. The costs of mediation shall be equally shared by the parties. Each party shall be responsible for the preparation and presentation of their own case.

## **ARTICLE 15 - HEALTH AND WELFARE**

Section 1. Each Employee will contribute twenty percent (20%) of the monthly premium (bi-weekly) towards their Health and Welfare coverage through the OPEIU Local 30 & 537 Health & Welfare Plan. The Employer will pay the balance of these costs.

The above Health and Welfare premium sharing splits will apply up to a maximum premium increase for the employer of 8% (resuming January 1, 2014). Any amount above the eight percent (8%) shall be paid by the employee; however, if any future H&W increase exceeds 10% in a given year, the parties will work in partnership with each other to seek and secure alternative coverage.

Section 2. The Employer shall provide, at no cost to employees covered by this Agreement, Short Term Disability (STD) and Long Term Disability (LTD) programs. These are income replacement programs at 60% (STD) and 50% (LTD). Employees shall also be eligible to purchase up to 60% tax free LTD replacement benefits.

## **ARTICLE 16 - PENSION**

Section 1. The Employer agrees to contribute to the Western States Office and Professional Employee Pension Trust Fund a contribution on behalf on each employee the below listed rates per each hour worked. The contribution for probationary employees shall start on the first of the month following their three (3) month probationary period.

Effective date and contribution rate:                      January 1, 2012                      \$2.00

Section 2. This shall apply to all employees not presently covered by another pension plan which is completely Employer paid.

Section 3. Regular part-time employees who work thirty-two (32) hours per week shall be covered by the provision of this article.



Section 4. The Memorandum of Agreement to Adopt the Rehabilitation Plan signed by the Employer on March 20, 2012, shall be incorporated into this CBA. This includes the Rehabilitation Plan Schedule and the Employer agrees to contribute to the Plan at the rates under this CBA and the applicable Rehabilitation Plan schedule. (Incorporate the Rehabilitation Plan into the CBA)

#### **ARTICLE 17 - SUBCONTRACTING**

It is recognized that the Company and the Union have a common interest in protecting work opportunities for employees covered by this Agreement and employed on a regular basis.

The Company maintains the right to subcontract unit work that is in jeopardy of assessment of penalties due to failure to meet contracted, compliance, or regulatory standards. However, the Company will not subcontract such work without first advising the Union of the decision. The Union will have an opportunity to explore and present alternative ideas providing similar cost savings or productivity enhancements as the proposed subcontracting provides. If the Company and the Union are unable to reach an agreement on the proposed subcontracting, and the Company determines that it intends to proceed with subcontracting such work out, the Company shall notify the Union and offer to meet with the Union to discuss the effects of the decision.

If the Company subcontracts bargaining unit work, the Company agrees to maintain, during the duration of the subcontracting, 100% of the number of regular, full time bargaining unit positions performing such work and employed at the time of the transfer.

Such subcontracting of bargaining unit work shall not be initiated within sixty (60) days after a layoff of an employee performing such work and will be of temporary duration not to exceed more than (twelve) 12 months.

#### **ARTICLE 18 - BONDING**

When the Employer requires a Fidelity Bond on an employee, the premium of said bonds shall be paid by the Employer.

#### **ARTICLE 19 - TECHNOLOGICAL CHANGES**

Section 1. In the event of proposed technological changes, such as the introduction of data processing equipment, software, computers or other automated machines into the office, the Employer agrees to discuss such changes with the Union Representative before such changes are made.

Section 2. Notice of jobs created by the introduction of such equipment shall be posted on the bulletin board of the Employer. This notice will remain on the bulletin board for two (2) working days and will include the job title, labor group classification,

however, that the Employer will give the Union timely notice of any such claim and an opportunity to defend it.

#### **ARTICLE 23 - UNION SHOP CARD**

The Employer agrees to permit the display of a Union Shop Card, signifying that the office is staffed by members of the Office and Professional Employees International Union, Local No. 30, AFL-CIO, and under Agreement with the Union. This card is to be the property of the Union.

#### **ARTICLE 24 – UNION BULLETIN BOARD**

The Employer shall provide a Union Bulletin Board to be posted regarding non-controversial Union business (i.e., meetings, charity drives, money raising campaigns, etc.) Such notices must be approved by the Office Manager before posting.

#### **ARTICLE 25-SEVERABILITY**

In the event that any provisions of this Agreement shall be found contrary to any State or Federal statute or decision, then such provision shall be deemed null and void, and its exclusion shall in no manner, affect the balance of this Agreement.

#### **ARTICLE 26-NO STRIKE/NO LOCKOUT**

During the term of this Agreement there shall be no strike or lockout. No employee shall engage in and neither the Union nor any employee shall induce, encourage or incite any employee to engage in any form of strike, work slowdown, work stoppage or any other form of disruption of work. The Union shall take all reasonable and/or appropriate steps to cause any employee who engages in conduct in violation of this provision to cease such conduct. No employee shall refuse to cross a picket line established by any labor organization if such refusal would result in the employee's failing to perform work for the Employer hereunder.

Any dispute under this Agreement, or any dispute resulting in conduct volatile of the preceding paragraph, whether such dispute is "under" this Agreement or not, shall be subject to the provisions of Article 14 – Grievance and Arbitration Procedure, of this Agreement. Such dispute is otherwise excluded from this Agreement.

#### **ARTICLE 27-DURATION**

This Agreement shall be in full force and effect on June 1, 2016, through and including the 31<sup>st</sup> of May 2019, and shall be automatically renewed from year to year unless the Union or signatory Employer serves upon the other a ninety (90) day written notice of desire to modify, amend or

terminate this Agreement prior to the 31<sup>st</sup> of March, 2019 . If agreement upon such amendments or modifications is not reached before the 31<sup>st</sup> day of May 31, 2019, negotiations shall continue until such time as either party gives the other party a final notice of termination of the Agreement. Such termination shall not be effective until ten (10) working days after the final notice of termination of the Agreement has been received in writing by the party so notified.

ARTICLE 28 -TOTALITY OF AGREEMENT

The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly, waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

On behalf of OPEIU Local 30:

Redacted by the U.S. Department of  
the Treasury

Walter Allen  
Executive Director/CFO

On behalf of Zenith American Solutions:

Redacted by the U.S. Department of  
the Treasury

Lynn A Gonzalez  
SVP Human Resources

7/20/16

Healthy plan  
Services Inc.

Western States Office and  
Professional Employees  
Pension Fund

30  
WS0785  
HPS, Inc.

Employer  
Participation  
Agreement

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

1. Employer Information.

Name: American Benefits Plan Administrators, Inc.  
Contract Person: Michael Burda  
Address: 3501 Frontage Rd.  
City, State & Zip: Tampa, FL 33607  
Telephone: (813) 289-1000 x 2024

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

A & I RECEIVED  
AUG 18 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): 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): American Benefit Plan Administration Inc

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

           employees who are not covered by the collective bargaining agreement.

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

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

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

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

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

A&I RECEIVED  
AUG 18 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: \_\_\_\_\_

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

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

*Jasen Ruff*  
*National Labor Relations Manager*  
*8/15/2011*

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

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

Redacted by the U.S. Department of  
the Treasury

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

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

*Judith Zenk, Co-Chair*  
**OCT 26 2011**

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

Redacted by the U.S. Department of the Treasury

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

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

*Michael Parmelee, Co-Chair*  
**OCT 26 2011**

A&I RECEIVED  
AUG 18 2011

WS 0785  
Health Plan

MEMORANDUM OF UNDERSTANDING

Between

Office and Professional International Employees Local #30

And

Zenith American Solutions, Inc.

AGREEMENT TO ADOPT REHABILITATION PLAN

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

Parties: Office and Professional International Employees Local #30, the "Union;  
and  
Zenith American Solutions, Inc., the "Employer"

Effective Date: March 1, 2012

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

EMPLOYER APPROVAL

Redacted by the U.S.  
Department of the Treasury

Signature [Redacted]

Title: VP, Human Resources & Labor Relations

Date: 3/20/12

UNION APPROVAL

Redacted by the U.S. Department of  
the Treasury

Signature [Redacted]

Title: Business Agent

Date: 3/28/2012





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

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MASTER TRADE SECTION**

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

**FOR THE PERIOD OF**

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

## ARTICLE 15

### PENSIONS

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

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

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

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

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

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

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

ARTICLE 22

TERMINATION AND RENEWAL

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

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

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

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

Suzanne Mode  
Business Manager

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

David Ciprut, REBOUND  
Bargaining Committee

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

Fred Hutchins, IBEW Local 77  
Bargaining Committee

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

Traci Miller, Heat & Frost Insulators Local 7  
Bargaining Committee

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

Carol O'Neill, Sprinkler Fitters Local 699  
Bargaining Committee

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

Tyler Walser, IBEW Local 77  
Bargaining Committee

FOR THE MASTER TRADE SECTION

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

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

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

Western States Office and  
Professional Employees  
Pension Fund

Employer  
Participation  
Agreement

WS 8240

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

1. Employer Information.

Name: Hod Carriers + General Laborers Local 242  
Contract Person: Dale W. Cannon  
Address: 2800 - 1st Ave., Room 50  
City, State & Zip: Seattle, WA 98121  
Telephone: 206-441-0470

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: \_\_\_\_\_

OCT 18 2011

A&I RECEIVED

4. Coverage.

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

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

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

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

a. Employer is a (insert form of business): Laborers 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): Hd Carriers and General Laborers

c. Employer elects to participate in the Plan as a contributing employer. Local 242

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

2 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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



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

### APPROVAL OF PARTICIPATION AGREEMENT

#### APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

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

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

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

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

Dale W. Cannon  
Secretary/Treasurer, Business Manager  
10/14/2011

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

Redacted by the U.S. Department of the Treasury

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

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

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

Judith Zenk, Co-Chair

**OCT 26 2011**

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  
OCT 18 2011

OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

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

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

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

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

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

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

EXECUTED in Seattle, Washington this 31<sup>st</sup> day of May 2011.

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL 8

Redacted by the U.S. Department of the  
Treasury

By \_\_\_\_\_  
Suzanne Mode  
Business Manager

FOR THE TRADE SECTION EMPLOYERS

Redacted by the U.S.  
Department of the Treasury

By \_\_\_\_\_  
David Freiborn  
Executive Secretary  
Martin Luther King Jr. County Labor  
Council



## Trade Section Employers Participating in Western States Pension Fund

2016

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

#8133

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

#8111

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

#8222

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

#8152

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

#8155

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

#8240

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

#8181

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

#8253

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

#8109

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

#8101

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

#8255

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

#775

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

#8235

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

#8162

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

#8138

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

#8127

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

#8241

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

#8108

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

#8154

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

#8118

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

#8164

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

#8226

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

#8126

**AGREEMENT**

*Between*

**SEA-LOGIX, LLC**

*And*

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

**November 9, 2014 – November 9, 2017**



## **Article XII – Health, Welfare and Pension**

### **1. Pension:**

- A. 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 four dollars and fifty-six cents (\$4.56) per hour for all hours paid (excluding overtime). All regular employees are eligible for participation from date of hire.
- B. The Employer shall pay contributions on behalf of each bargaining unit employee as defined in the incorporated rate of the Supplemental Employer Contribution Schedule, as defined by the Trustees of the Pension Plan. Effective November 1, 2012, the Employer adopted the Supplemental Contribution Schedule.

### **2. Health & Welfare**

- A. The Employer shall pay into the Local 29 Benefit Trust, the cost of \$1,672.00 per month for each regular employee working under this Agreement, effective upon ratification. The Employer agrees to pay the premium of each employee and her/his dependents for the Office and Professional Employees Welfare Plan, which includes Comprehensive Medical or HMO, Dental Plan C, Life Insurance of twenty thousand dollars (\$20,000), Vision Care B, Prescription Drug and Orthodontia.

- B. Upon ratification the Employees will pay 10% of the total premium. (\*)

Effective January 1, 2016, the Employees will pay 10% of the total premium.

Effective January 1, 2017 the Employees will pay 10% of the total premium.

- The Employer will allow members to elect as a group, to divert a portion of their 6% contribution toward the employee's portion of healthcare coverage.
- C. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of three (3) months after contributions for any employees not receiving contributions or the Trust Fund disability benefit begins.

The Employer shall provide life insurance in the amount of two (2) times the annual base salary for active employees at no cost to the employee.

All employees covered by the Collective Bargaining Agreement shall have the right to purchase Supplemental Life Insurance through the Employer at group rates at the employee's expense.

Short Term Disability benefits shall apply under this Agreement and in accordance with applicable state law.

#### **Short Term Disability (STD) Salary Continuation Benefits Program**

The purpose of the program is to provide an additional income benefit to complement SDI for employees during an approved leave or when partially disabled and working in a reduced schedule and meet the qualifications to continue to receive STD benefits.

- A. **Eligibility:** Regular employees are eligible for coverage. STD eligibility begins on their first day of work. To receive STD benefits under this program, the employee must be on an approved medical leave of absence and have submitted a completed STD Claim Form. Details regarding the benefits and terms of coverage are outlined in the Human Resources Policy - Short Term Disability Program.

#### **B. Benefits provided:**

- 1. STD is a supplemental wage replacement benefit provided to the employee in the event of total and continuous disability up to two-thirds of their normal gross earnings when integrated with SDI, WC or SS.
- 2. STD benefits may include salary continuance for employees who are temporarily and partially disabled. The benefit is integrated with any SDI or WC TTD benefits and any pay received from light duty work.

**Article XXIII – Training**

The parties agree that the employees will maintain skills and abilities to meet the changing needs of our business. In order to achieve this, we believe that it is necessary to provide ongoing training. This training can be done through several resources, i.e. cross training in other classifications, multimedia training within Sea-Logix, LLC sponsored courses, and external, training such as vocational/business schools, colleges and universities.

**Article XXIV – Job Preservation**

The Employer and Union agree that prior to implementation of any reduction in force of employees, the Employer shall notify the Union so that the parties can bargain over the impact of any such reduction.

**Article XXV – Rights of Management**

All the usual inherent and fundamental rights of Management that the Employer had prior to the execution of this Agreement shall continue to be vested in the Employer except those specifically abridged herein.

**Article XXVI – Successors**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, sale of assets, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever hereto.

**Article XXVII – Term**

This agreement shall be and remain in full force and effective until 12:00 p.m., the 9th day of November, 2017, and shall continue in full force and effect from year to year thereafter unless either party gives notice in writing to the other at least sixty (60) days prior to the expiration date, or of any extension thereof, of its desire to terminate or modify this Agreement; and if modification is desired, such notice shall summarize such modification.

Should one of the parties terminate the Agreement by giving notice in writing to the other at least sixty (60) days prior to the expiration date of November 9, 2017, or any extension thereof, the Employer has the option to submit its final offer to the Union ten (10) days or more prior to the November 9 expiration date. If the Employer has exercised its option, the Union will, at least ten (10) days prior to the November 9th expiration date, mail the Employer's offer to all employees covered by the Master Agreement for ratification.

The Union and the Company agree that all existing side letter shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their duly authorized representatives.

**AND SEA-LOGIX, LLC**

By: Redacted by the U.S. Department of the Treasury  
Kevin Blum  
General Manager, Labor Relations

Date: 5/26/15

By: Redacted by the U.S. Department of the Treasury  
Mark Blankenship  
Vice President, Human Resources

Date: 5/22/15

KG/lm(Horizon2015)/cwa:9415/all-cio

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

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

Date: 5/22/15

By: Redacted by the U.S. Department of the Treasury  
Kelly Gschwend  
Vice President/Business Representative

Date: 5-22-15

WS 0554

4

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

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

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

**AGREEMENT TO ADOPT REHABILITATION PLAN**

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

Parties: OPEIU Local 29, the "Union; and  
Horizon Lines, 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:

Nov. 1, 2012

Check applicable line:

X

Rehabilitation Plan Schedule

Default Rehabilitation Plan Schedule

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

**EMPLOYER APPROVAL**

Redacted by the U.S.  
Department of the

Signature

Title: VICE PRESIDENT, Human Resources

Date: 10/17/12

**UNION APPROVAL**

Redacted by the U.S.  
Department of the Treasury

Signature

Title: Vice President / Business Representative

Date: 10-16-12

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



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

WS 0554

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name: Horizon Lines  
Contract Person: MARK BLANKENSHIP  
Address: 4064 Colony Jkld, Ste 200  
City, State & Zip: Charlotte NC 28211  
Telephone: (704) 973-7041

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: \_\_\_\_\_

\* SEE ATTACHED  
SCHEDULE A

4. Coverage.

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

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

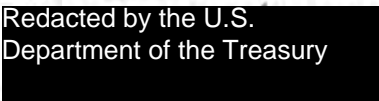
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

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


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


### APPROVAL OF PARTICIPATION AGREEMENT

#### APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:   
Print Name: MARK BLANKENSHIP  
Title: VP Human Resources  
Date Signed: 8/23/11

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

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

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

Formerly w/ Local 319  
Now Local 30 WS 0559

A & I RECEIVED

JUL 16 2015

**AGREEMENT  
BETWEEN**

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE  
WORKERS OLD PUEBLO LODGE NO. 933  
TUCSON, ARIZONA**

**and**

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL  
UNION LOCAL NO. 30  
TUCSON, ARIZONA**



**FEBRUARY 1, 2014 THROUGH JANUARY 31, 2017**

2. Payment of premiums shall be paid directly to provider before the tenth of each consecutive month to insure continued coverage under the health and welfare plan.

## **ARTICLE XVII - WEEKLY DISABILITY BENEFIT**

1. Effective February 1, 2001, the Employer shall pay 50% of weekly wages for permanent full time employees and 50% of prorated weekly wages according to hours regularly worked for regular permanent part-time employees, to an employee who becomes totally disabled up to a maximum of thirteen (13) weeks.

In order to qualify for this benefit, the following rules shall apply:

- a. The employee must be under the care of a physician.
- b. Disabled because of non-work related disease or injury
- c. Not receiving regular wages, disabled employee shall have used all accumulated sick days earned.
- d. Not be disabled because of narcotics.

Benefits will start with the first day of disability due to injury, or on the eighth day if the disability is due to illness. However, if employee is hospitalized for at least twenty-four (24) hours due to illness or injury, benefits will start on that day, even if the employee has been disabled less than eight (8) days.

2. Successive disability periods separated by less than two (2) weeks of continuous active full time work will be considered one period of disability, unless the illness or injury is unrelated to the previous disability.

3. A physician's report must be filed with the Employer in order to claim these benefits.

## **ARTICLE XVIII - UNEMPLOYMENT INSURANCE**

The Employer shall provide unemployment insurance coverage for all employees through the Arizona Department of Economic Security.

## **ARTICLE XIX - INDUSTRIAL INSURANCE**

The Employer shall provide industrial insurance coverage for all employees through the State Compensation Fund of Arizona.

## **ARTICLE XX - PENSION PLAN**

1. The Employer agrees to contribute to the Western States Office and Professional Employees Pension Trust fund, a contribution on behalf of each regular full time and part-time employees' in the following amounts:

Effective February 1, 2010 - \$2.32 per hours paid

2. The Employer agrees to make contributions in accordance with the above for new employees after the probationary period has been served.
3. The employer and the employees agree to be bound by the terms and provisions of the Trust Agreement, and amendments thereto of the Western States Office and Professional Employees Pension Trust.
4. Upon retirement, an employee shall be paid a retirement bonus of fifteen dollars (\$15.00) for each year of service.

## **ARTICLE XXI - SENIORITY**

1. Newly hired employees shall be considered on a trial basis for a period of ninety (90) days from the date of hiring. At the close of the probationary period, the employee shall be considered a regular employee or regular part-time employee, and shall be entitled to contract benefits as specified in this Agreement. Upon completion of their ninety (90) day probationary period, seniority shall be effective as of the original day of employment.
2. There shall be no responsibility for reemployment of probationary employees if they are laid off or discharged during the probationary period.
3. Seniority shall mean length of continuous service with the Employer and shall be cumulative on an office wide basis.
4. An employee shall lose all seniority rights for any one or more of the following reasons:
  - A. Voluntary resignation
  - B. Discharge for sufficient and reasonable cause.
  - C. Failure to return to work within 5 working days after being recalled by registered mail, return receipt requested, unless due to actual illness or accident. (The Employer may require substantiating proof of illness or accident.)
  - D. Layoff for a continuous period of more than five (5) years.

## **ARTICLE XXII - PROMOTIONS, DEMOTIONS AND TRANSFERS**

1. Promotion is hereby defined as a move from a lower labor grade to a higher labor grade. It is the intention of the Employer to fill job vacancies from within, before hiring new employees, providing employees are available with the necessary qualifications to fill the vacant position.
2. Promotion shall be made on the basis of seniority and qualifications.
3. An employee who is promoted to a higher position shall receive twenty (20c) cents per hour less than the rate of the new job classification. All employees so promoted shall be placed on the higher rated job for a probationary period of thirty (30) days. In the event such promoted employee successfully passes the thirty day probationary period, that employee shall receive

## ARTICLE XXIX - TERMINATION AND RENEWAL

All terms and conditions of this Agreement shall take effect upon the signing of this agreement, and shall be retroactive to February 1, 2014 and shall remain in effect through **January 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 modify such agreement; provided that, in the event the Union serves written notice in accordance with this section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, and other provisions to the contrary notwithstanding.

**INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE  
WORKERS OLD PUEBLO LODGE 933  
TUCSON, ARIZONA 85713**

**OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 30  
750 S. Tucson Blvd.  
TUCSON, ARIZONA 85716**

\_\_\_\_\_  
Lois J. Martinez,  
Directing Business Representative

\_\_\_\_\_  
Rosalinda L. Rae, Lead Steward  
Negotiating Committee

\_\_\_\_\_  
Leigh A. Peterson, President

\_\_\_\_\_  
Elvira V.M. Acosta, Steward  
Negotiating Committee

\_\_\_\_\_  
Valarie D. Maldonado, Secretary/Treasurer

\_\_\_\_\_  
Walter Allen Jr., Executive Director/CFO  
6136 Mission George Rd. Suite 214  
San Diego, CA 92120

Dated: January 25, 2014





MS 0559

LETTER OF ADDENDUM

Between

International Association of Machinists and Aerospace  
Workers Old Pueblo Lodge No. 933

and

Office and Professional Employees International Union Local #319

It is hereby mutually agreed that effective February 1, 2011 the International Association of Machinists and Aerospace Workers Old Pueblo Lodge No. 933 hereby adopts the Western States Office & Professional Employees Pension Trust Updated Rehabilitation Plan schedule.

This Agreement reached this 8<sup>th</sup> day of August 2011 by and between the parties.

International Association of Machinists  
and Aerospace Workers Old Pueblo  
Lodge No. 933

Office and Professional Employees  
International Union Local #319

Redacted by the U.S. Department of the  
Treasury

Redacted by the U.S. Department of the  
Treasury

James E. Watson,  
Directing Business Representative

Elvira V.M. Acosta, Vice President  
Chairman of Negotiating Committee



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

FEB 14 2012  
ENTERED

**Employer  
Participation  
Agreement**

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05501  
319

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

1. Employer Information.

Name: IAMAW LOCAL LODGE 933  
Contract Person: JAMES E. WATSON, DBR  
Address: 369 W. AJO WAY  
City, State & Zip: TUCSON, AZ 85713  
Telephone: (520) 294-7696

2. Local Information.

Employer has a collective bargaining agreement with Local Union 319 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

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

☒ An existing Participating Employer to update Plan records.

☐ A new Participating Employer.

Effective date of coverage: \_\_\_\_\_.

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

Effective date of coverage: \_\_\_\_\_.

4. Coverage.

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

☒ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

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

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

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



- c. Upon approval by the Board, <sup>FEB 14 2012</sup> this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

### APPROVAL OF PARTICIPATION AGREEMENT

#### APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

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

Redacted by the U.S. Department of  
the Treasury

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

JAMES E. WATSON

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

DIRECTING BUSINESS REPRESENTATIVE

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

2-7-2012

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

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

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

Judith Zenk, Co-Chair

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

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

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

Michael Parmelee, Co-Chair

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

WS8149



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

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

AEROSPACE MACHINISTS INDUSTRIAL DISTRICT LODGE NO. 751

AND

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

FOR THE PERIOD OF

JUNE 1, 2013 THROUGH MAY 31, 2017

Section 14.4 FEDERAL OR STATE PROGRAM. If, during the term of this Agreement, there is established by Federal or State Government a program that affords to employees covered by this Agreement similar benefits (such as but not limited to medical-surgical-hospital benefits and dental benefits) to those that are afforded by this Agreement, or implements changes to tax regulations applicable to these benefits, the parties mutually agree to a reopener of Article 14 to meet and discuss possible changes.

Section 14.5 If, during the term of this Agreement, an increased contribution rate is necessary to maintain any of the present benefit schedules of the program enumerated in this Article, the Employer will pay the increased contribution rate.

## ARTICLE 15

### PENSIONS

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

Effective September 1, 2013, the Employer shall contribute the following amounts per hour into the Western States Office and Professional Employees Pension Fund not to exceed forty (40) hours in any week:

Group 5	\$6.83 per hour ( <del>\$3.63</del> plus \$3.20 for the required 78% supplemental contribution as defined by the fund's rehabilitation plan)
Group 7	\$7.06 per hour (\$3.86 plus \$3.20 for the required 78% supplemental contribution as defined by the rehabilitation plan)
Group 8	\$7.18 per hour (\$3.98 plus \$3.20 for the required 78% supplemental contribution as defined by the rehabilitation plan)
Group 9	\$7.30 per hour (\$4.10 plus \$3.20 for the required 78% supplemental contribution as defined by the rehabilitation plan)

Effective June 1, 2014, the Employer shall contribute the following amounts per hour into the Western States Office and Professional Employees Pension Fund not to exceed forty (40) hours in any week:

Group 5	\$6.91 per hour (\$3.63 plus \$3.28 for the required 80% supplemental contribution as defined by the fund's rehabilitation plan)
Group 7	\$7.14 per hour (\$3.86 plus \$3.28 for the required 80% supplemental contribution as defined by the rehabilitation plan)
Group 8	\$7.26 per hour (\$3.98 plus \$3.28 for the required 80% supplemental contribution as defined by the rehabilitation plan)

Group 9        \$7.38 per hour (\$4.10 plus \$3.28 for the required 80% supplemental contribution as defined by the rehabilitation plan)

Section 15.2 Said contribution shall be made to the Western States Office and Professional Employees Pension Fund in the manner as set forth in the Trust Agreement of said Trust.

Section 15.3 IAM NATIONAL PENSION FUND. The Employer agrees to and shall be bound by all the terms, conditions and provisions of the Trust Agreement and any changes, additions, amendments or modifications thereto which are made by the authorized trustees of the IAM National Pension Fund.

Effective September 1, 2013, the Employer shall contribute \$0.20 per hour not to exceed forty (40) hours in any week to the IAM National Pension Fund.

Effective June 1, 2014, the Employer shall contribute \$0.25 per hour not to exceed forty (40) hours in any week to the IAM National Pension Fund.

Effective June 1, 2015, the Employer shall contribute \$0.30 per hour not to exceed forty (40) hours in any week to the IAM National Pension Fund.

Effective June 1, 2016, the Employer shall contribute \$0.35 per hour not to exceed forty (40) hours in any week to the IAM National Pension Fund.

Section 15.4(a) OPEIU SUPPLEMENTAL RETIREMENT PLAN. The Employer agrees to and shall be bound by all terms, conditions and provisions of the Trust Agreement and any changes, additions, amendments or modifications thereto which are made by the authorized Joint Trustees of the Office and Professional Employees Local 8 Supplemental Retirement Plan.

Section 15.4(b) SALARY DIVERSION. An amount may be elected by each employee as a reduction in the minimum salary schedule described in the Salary Schedule for the purpose of contributing such amount to the Office and Professional Employees Local 8 Supplemental Retirement Plan. The Employer agrees to transmit the amounts withheld from such employee's wages on a pre-tax basis as soon as the funds can be transmitted and not later than the next payroll period following an employee's written request for such wage diversion. Employees may elect to divert any amount up to the maximum threshold set by the IRS rules governing 401(k) plans. The forms for the election shall be provided by the administrative office of the aforesaid Trust Fund. The resulting salary level shall be considered to be the negotiated salary level for that employee for the remainder of this Agreement following the election. However, for the purposes of determining any other amounts under this Agreement based upon wage level, the original amount described in the Salary Schedule shall apply.

The Employer agrees to provide employee information as may be needed by the administrator of the Plan.

Western States Office and  
Professional Employees  
Pension Fund

*I Sent this  
one Too*

Employer  
Participation  
Agreement

The undersigned Employer hereby  
Western States Office & Professional Employees  
as a Participating Employer to the Plan as provided in this Agreement.

trustees ("Board") of the  
("Plan") for participation

1. Employer Information.

Name: IAM & AW District Lodge 751  
Contract Person: Laura Williams  
Address: 9125 15th Pl. So.  
City, State & Zip: Seattle, WA 98108  
Telephone: (206) 764-0313

2. Local Information.

Employer has a collective bargaining agreement with Local Union OPEIU #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.

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

RECEIVED  
2011

3. 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): Aerospace Machinists Industrial District Lodge 751

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

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

15 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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



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

### APPROVAL OF PARTICIPATION AGREEMENT

#### APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

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

Redacted by the U.S. Department of the Treasury

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

SUSAN A. PALMER

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

District Secretary-Treasurer

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

11-15-2011

#### 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: \_\_\_\_\_

DEC 06 2011

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

Redacted by the U.S. Department of the Treasury

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

Michael Parmelee, Co-Chair

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

DEC 06 2011

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NOV 21 2011



WS 0678

AGREEMENT BETWEEN

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS,  
DISTRICT LODGE 776, AFL-CIO

and

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION  
LOCAL 277, AFL-CIO

Effective: June 4, 2012

Effective  
per email  
from Katrina  
White @ 5a 77  
6-4-12  
to  
7-17-16

PREAMBLE

The purpose of this Agreement is to promote the harmonious relationship between the Employer and its employees, to establish rates of pay, hours of work, classification and other conditions of employment. The term "employee" shall include all hourly rated office personnel of the Aeronautical Industrial District Lodge 776 of the International Association of Machinists and Aerospace workers. The Employer and the Union agree problems arising within the ranks of organized labor shall be settled within the confines of the labor movement. It is also agreed that the Employer and the Union have mutual interest since they are both part of the American Labor Movement. Both parties to this agreement shall feel free to call upon one another for advice and assistance in all matter relating to organized labor.

ARTICLE ONE  
AGENCY CLAUSE

Membership in the Union is not compulsory. Employees have the right to join or not to join as they see fit. Membership in the Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Union is required under the Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union. Accordingly, it is fair and equitable that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefit contained in this Agreement.

Therefore, each employee who does not voluntarily acquire and maintain membership in the Union shall be required, as a condition of employment, beginning on the thirty-sixth (36th) day following the beginning of each employment, or the date of the Agreement, whichever is lesser, to pay to the Union each month a service charge or

year. (However, this can be extended by Mutual Agreement between the Employer and the Union.)

Section 2. When absent because of being subpoenaed as a witness in Court provided the employee is not subpoenaed as a witness against District Lodge 776, the employee shall receive pay for such time lost at the employee's applicable rate of pay.

Section 3. An employee appointed to serve as Judge or Clerk of an election in the National, State, County, District or Municipal Elections shall be excused for such absence at the employee's applicable rate.

Section 4. An employee shall be granted reasonable time off to vote in any of the elections set forth above, but such time shall not exceed **one (1) hour** and such time lost shall be paid for at the employee's applicable rate of pay provided the employee shows the immediate supervisor evidence of the employee's voting.

#### ARTICLE SEVENTEEN COST OF LIVING

The cost of living provisions, as set forth in the Agreement between Aeronautical Industrial District Lodge 776 and Lockheed Martin Aeronautics Company, shall be guaranteed to the employee covered by this Agreement.

#### ARTICLE EIGHTEEN EDUCATIONAL, TRAINING, NEW TECHNOLOGY

Whenever it becomes necessary and determined training is necessary to qualify employee(s) to perform the new or changed work resulting from new technology, i.e. new computer programming, new accounting programs, new office machinery, etc, the

most senior employee(s) in the classification will be offered the training and/or the opportunity for training. Employees outside the classification for which training educational processes is offered will not be considered until all employees within the classification has been offered the training/or opportunity for training.

#### ARTICLE NINETEEN PENSION PLAN

Effective May 1, 2006, the Employer shall contribute sixty (\$60.00) per week for each employee to Western States Office & Professional Employees Pension Plan with the understanding that overtime will not accelerate. This contribution on the part of the Employer (\$60.00 per week) shall continue in full force and like manner for the duration

Article Nineteen - Pension Plan (continued)

of this agreement. The Union and the Employer mutually agree to re-open negotiations when deemed necessary for Article Nineteen, Pension Plan only; no other Articles of the current collective bargaining will be re-opened.

The Employer will be exploring aspects of other pension plan (s) prior to a mutually agreed to re-opening.

ARTICLE TWENTY  
DURATION

Section 1. This agreement shall become affective **June 4, 2012** and shall remain in force until **July 17, 2016**. At the end of said period and at the end of each yearly period thereafter, this agreement shall be renewed automatically for a period of one (1) year unless either party gives written notice of desire to terminate or amend same at least sixty (60) days prior to the renewal date.

Section 2. During negotiations this agreement shall continue in full force until a new Agreement has been obtained and any additional benefits negotiated shall be made retroactive to the expiration date of the Agreement.

Section 3. This agreement supersedes and renders void all previous agreements, whether written or oral, between the parties hereto.

Section 4. It is agreed between the parties that should any change occur in the structure of the organization of the Employer, this Agreement shall be assigned to and be binding on the successor of District Lodge 776, International Association of Machinists and Aerospace Workers, AFL-CIO.

In Witness Whereof, the parties hereto have hereunto set their hands and seals on this

4<sup>th</sup> day of June 2012.

Redacted by the U.S. Department of the  
Treasury

Paul Black, President/DBX  
IAM/AW District Lodge 776

Redacted by the U.S. Department of  
the Treasury

David Hardison  
Secretary-Treasurer/Organizer

Redacted by the U.S. Department of the  
Treasury

Becky Turner, OPEIU Local 277  
President/Business Manager

Redacted by the U.S. Department of the  
Treasury

Lynette Lane  
Negotiator

Redacted by the U.S. Department of the Treasury

Katrina White  
Negotiator

Redacted by the U.S. Department of the Treasury

Patricia Carroll  
Steward

Date: 06-04-2012

Date: 06-04-2012

ma/opeiu277

OP 277  
WS  
0678

District Lodge 776 IAM-AW  
7711 CURFORD  
St  
Ft Worth, TX  
76108

**MEMORANDUM OF UNDERSTANDING**

**Between**

**International Association of Machinists  
& Aerospace Workers, District Lodge 776**

**And**

**Office & Professional Employees International Union Local 277,  
AFL-CIO**

**AGREEMENT TO ADOPT REHABILITATION PLAN**

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

Parties: Office & Professional Employees International Union Local 277, AFL-CIO, the "Union", and International Association of Machinists & Aerospace Workers, District Lodge 776, the "Employer"

Effective Date: June 4, 2012

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:

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

2. The Employer agrees to contribute 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.

For the Union  
Redacted by the U.S. Department of the Treasury  
Becky Turner, OPEIU Local 277  
President/Business Manager

For the Company  
Redacted by the U.S. Department of the Treasury  
Paul Black, Jr., District Lodge 776  
President/DBR

Date: 01-07-2015

Date: 11/9/2015

opeiu#277  
aflcio

**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")<sup>1</sup> for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: IAM District Lodge 776  
Contract Person: David Hardison  
Address: 7711 Clifford St  
City, State & Zip: Ft. Worth TX 76108  
Telephone: 817-246-2444

FEB 22

2. Local Information.

Employer has a collective bargaining agreement with Local Union 277 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

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

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

4. Coverage.

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

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

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



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

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

c. Employer elects to participate in the Plan as a contributing employer. District Lodge 776 IAM FAW.

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

7 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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



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

#### APPROVAL OF PARTICIPATION AGREEMENT

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

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

Redacted by the U.S. Department of the Treasury

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

David Hardison

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

Secretary-Treasurer / Organizer

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

2/18/2011

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

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

Redacted by the U.S. Department of the Treasury

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

Judith Zenk, Co-Chair

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

NOV 16 2011

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

Redacted by the U.S. Department of the Treasury

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

Michael Parmelee, Co-Chair

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

NOV 16 2011

# **COLLECTIVE BARGAINING AGREEMENT**

by and between

**OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL #5, AFL/CIO**

and

**TRADE UNION OFFICES NEGOTIATING COMMITTEE**

on behalf of

Denver Firefighters Local #858

Denver Theatrical Stage Employees  
Union Local #7

IAMAW Local Lodge 1886



May 1, 2015

to and including

April 30, 2018

## **ARTICLE 22 – PENSION**

- 22.1** Effective May 1, 2015 the Employer agrees to contribute to the Western States Office and Professional Employees Pension Fund a contribution of one dollar and fifty cents (\$1.50) per straight time hour, on behalf of each employee. The bargaining unit employees (by individual office) may elect to put any amount of their negotiated wage rate into pension.
- 22.2** The Employer contributions, as provided herein, shall be made on eligible employees on the effective date, except for the employees serving their thirty (30) day probationary period. The contributions for probationary employees shall start on the first of the month following the thirty (30) day probationary period. This shall apply to all employees not presently covered by another pension plan which is Employer paid.
- 22.3** If an employee is injured on the job, the Employer shall continue to pay the required contributions for a period of three (3) months following the end of the month in which the injury occurs. The Employer shall continue payments for a minimum of ten (10) days for any employee on sick leave up to the maximum accumulated by the employee.
- 22.4** Regular or part-time employees who work seventy (70) or more hours per month shall be covered by the provisions of this Article. This shall not apply to extra help covering for vacation periods, or sick leave which does not exceed thirty (30) days.
- 22.5** The Employer agrees that if the employee chooses, they will withhold the employee contribution to the 401K plan set up by OPEIU #30. The employee may contribute at least 5%, but not more than 25% of his/her gross salary to this plan. FICA and Medicare taxes will be withheld but these contributions will not be subject to Federal and State taxes. The employee shall bear any administrative fees.
- 22.6** Effective with the May, 2012 hours paid, all of the Employers, who have not already done so, agree to adopt the Pension Rehabilitation Plan and to contribute on behalf of each employee the contribution amount listed in the Updated Supplemental Contribution Schedule provide 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 presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in Article 22.1.

- 30.2** The Employer will use its best effort to hold in private any discussion of discipline of an employee or of deficiencies in the employee's performance.
- 30.3** The employees agree to perform their duties, timely and in an appropriate and professional style and form.
- 30.4** If a discussion with an employee is to be considered to be a disciplinary discussion, the employee will be told in advance so said employee can be afforded Union representation if he/she so desires.

#### **ARTICLE 31 – VOTE**

- 31.1** Employees who are eligible and registered to vote shall receive one (1) hour with pay to vote provided they have given twenty-four (24) hours notice.

#### **ARTICLE 32 – TERM OF AGREEMENT**

- 32.1** This Agreement shall be in full force and effect from the first day of May, 2015 to and including the thirtieth (30<sup>th</sup>) day of April 2018, 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 ninety (90) days prior to expiration date of the Agreement, give written notice to the other party of intention to terminate, and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
- (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 ninety (90) days prior to the expiration date of the Agreement, given 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) This Agreement constitutes the entire contract between the two parties. Memorandums of Understanding relating to individual offices may be negotiated as separate from this master Agreement. Memorandums of Understanding will

not convey any contractual rights not specifically stated in that Memorandum of Understanding. Any signed Memorandums of Understanding will be forwarded to the Trade Union Offices and employees.

- (E) It is also expressly understood that any and all notices to open the agreement will be sent to all signatory employers individually.

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

Redacted by the U.S.  
Department of the Treasury

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

Title: Executive Director

Date: Aug 11, 2015

**DENVER THEATRICAL, STAGE,  
FILM & EXHIBITION  
EMPLOYEES UNION LOCAL 7**

Redacted by the U.S. Department of the  
Treasury

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

Title: Business Representative

Date: Aug. 31, 2015

Memorandum of Understanding  
By and between  
IATSE (Employer) and  
OPEIU Local 30 (Union)

It is hereby agreed and understood by the parties that the collective bargaining agreement by and between Office and Professional Employees International Union Local 30 (union) and IATSE (employer), dated February 29, 2015 be amended as follows:

Bargaining unit members shall have the option to opt out of health plan coverage upon proof of coverage obtained from another source. The monthly premium that would be paid by the employer for health care (90% of the current health care premium) will instead be contributed to the employees 401(k) account provided by the union.

It is understood that, if the member so chooses they will be allowed to reenroll in the health plan and the employer will commence paying their 90% payment to the OPEIU Locals 30 & 537 Trust Fund, and the employee will commence a 10% payroll deduction for the same, and the employer will no longer deposit the premium equivalent into the employee's 401(k) account.

Office & Professional Employees  
International Union Local #30

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

Title: EXEC DIR

Date: 5-7-15

Denver Theatrical Stage

Employees Union Local #7

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

Title: President

Date: 2/29/15

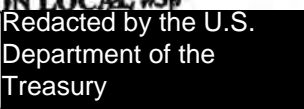
gin  
opeiu430  
af-cio

## ARTICLE 32 – TERM OF AGREEMENT

32.2 This Agreement shall be in full force and effect from the first day of May, 2015 to and including the thirtieth (30<sup>th</sup>) day of April 2018, 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 ninety (90) days prior to expiration date of the Agreement, give written notice to the other party of intention to terminate, and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
- (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 ninety (90) 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) This Agreement constitutes the entire contract between the two parties. Memorandums of Understanding relating to individual offices may be negotiated as separate from this master Agreement. Memorandums of Understanding will not convey any contractual rights not specifically stated in that Memorandum of Understanding. Any signed Memorandums of Understanding will be forwarded to the Trade Union Offices and employees.
- (E) It is also expressly understood that any and all notices to open the agreement will be sent to all signatory employers individually.

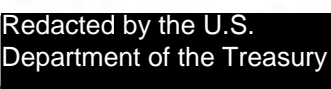
OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION LOCAL #30

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

Title: Executive Director

Date: Aug 11, 2015

DENVER FIREFIGHTERS  
LOCAL #858

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

Title: President

Date: Sept 2, 2015



## ARTICLE 32 – TERM OF AGREEMENT

32.3 This Agreement shall be in full force and effect from the first day of May, 2015 to and including the thirtieth (30<sup>th</sup>) day of April 2018, 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 ninety (90) days prior to expiration date of the Agreement, give written notice to the other party of intention to terminate, and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
- (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 ninety (90) days prior to the expiration date of the Agreement, given 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) This Agreement constitutes the entire contract between the two parties. Memorandums of Understanding relating to individual offices may be negotiated as separate from this master Agreement. Memorandums of Understanding will not convey any contractual rights not specifically stated in that Memorandum of Understanding. Any signed Memorandums of Understanding will be forwarded to the Trade Union Offices and employees.
- (E) It is also expressly understood that any and all notices to open the agreement will be sent to all signatory employers individually.

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

Redacted by the U.S.  
Department of the  
Treasury

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

Title: Executive Director

Date: Aug. 11, 2015

**IAMAW LOCAL LODGE 1886**

Redacted by the U.S. Department of  
the Treasury

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

Title: PRESIDENT

Date: 9/10/15

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

5-1129

**Employer  
Participation  
Agreement**

APR 25 2011

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

1. Employer Information.

Name: IAMAW Local Lodge 1886  
Contract Person: James Goad  
Address: 5621 Bowen Ct.  
City, State & Zip: Commerce City, CO 80022  
Telephone: (303) 287-0329 ext 15

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.

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

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

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

*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): IBMAW Local Lodge 1586

c. Employer elects to participate in the Plan as a contributing employer. Rocky Mtn Aircraft Lodge.

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

1 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

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

#### APPROVAL OF PARTICIPATION AGREEMENT

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

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

Print Name: James L Goad

Title: Secretary - Treasurer

Date Signed: 4-20-11

##### 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

APR 04 2016

RECEIVED

**AGREEMENT BETWEEN**

**IBEW & UNITED WORKERS FEDERAL CREDIT UNION**

AND THE

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

AFL-CIO

MAY 1, 2016

THROUGH

APRIL 30, 2018

The Credit Union will contribute to the Harrison Trust on a monthly basis for all qualifying employees. A qualifying employee is an employee who has been employed at least ninety (90) calendar days, has seventy-five (75) or more compensable hours in the month, and was not hired as a temporary employee.

Section 3. All compensable hours count towards the Health & Welfare eligibility rule (80 hours per payroll month).

#### ARTICLE 13. RETIREMENT PLANS

Section 1. Effective May 1, 2016 the Employer agrees to contribute to the Western States 401k Retirement Fund of the OPEIU a minimum contribution of two dollars and seventy-eight cents (\$2.78) per compensable hour, excluding overtime. A qualifying employee is an employee who has been employed at least ninety (90) calendar days, has seventy-five (75) or more compensable hours in the month, and was not hired as a temporary employee.

No employee during the life of this Agreement shall suffer a reduction of Employer contribution of 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 any amount permitted by law, 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, shall seriously consider self-contributing amounts to ensure a comfortable and dignified retirement.

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

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

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

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

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



Section 9. 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 10. It is mutually agreed by all parties that the Employer agrees to continue a contribution of two dollars and thirty-three cents (\$2.33) 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 two dollars and thirty-three cents (\$2.33) per compensable hour shall be in full force and effect.

Section 11. At the time of changes to the Pension Plan and the stabilization of the Plan under the Pension Protection Act, the parties shall meet and negotiate the outcome of the modification to the mandated surcharges imposed on the Employer.

#### ARTICLE 14. HEALTH AND SANITATION

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

#### ARTICLE 15. NON-DISCRIMINATION

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

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

Section 3. The Employer agrees 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 16. 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.



## ARTICLE 20. PICKET LINE EXEMPTION

There shall be no strike, work stoppage, slowdown, lockout or other interruption of work during the life of this Agreement. The Union shall take every reasonable means within its power to prevent such occurrences and induce employees engaged in or supporting any such prohibited conduct to cease such activity. Any member of Local 11 employed by the Company who recognizes a lawful primary picket line authorized by Local 11 shall not be disciplined for recognizing that picket line, notwithstanding the provisions of the above paragraph, provided that such employee shall not have greater rights under law or contract than does a striking employee.

## ARTICLE 21. SEPARABILITY

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

## ARTICLE 22. TERMINATION AND RENEWAL

This Agreement shall be in force and effect from the date hereof through April 30, 2018, 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.

As agreed this 29<sup>th</sup> day of March, 2016.

IBEW & UNITED WORKERS  
FEDERAL CREDIT UNION

Redacted by the U.S. Department of the  
Treasury

Barbara Mathey  
President/CEO

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

Western States Office and  
Professional Employees  
Pension Fund

11-  
WS 2360  
A & I RECEIVED

AUG 10 2011

Employer  
Participation  
Agreement

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

*IBEW & United Workers  
Federal Credit Union*

1. Employer Information.

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

Contract Person: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Barbara Mathey / Jeanine Lopez  
PO Box 16877  
Portland, OR 97292-0877  
503 262-5333, 503 262-5309

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.

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

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

a. Employer is a (*insert form of business*): 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): IBEW & United Workers Federal Credit Union.

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

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

13 employees covered by the collective bargaining agreement; and

4 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.**



WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

EMPLOYER PARTICIPATION AGREEMENT

ATTACHMENT B: NONBARGAINING UNIT EMPLOYEES

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

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

Classification: Management/Administration

Total number of employees not covered by a CBA: 4

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

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

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

4. Contribution rate for nonbargaining unit employees: Same as bargaining unit employees.

EMPLOYER SIGNATURE:

Redacted by the U.S. Department of the Treasury

Print Name:

Title:

Date:

Barbara J Mathley

President/CEO

8/9/2011

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

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

### APPROVAL OF PARTICIPATION AGREEMENT

#### APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

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

Print Name: Barbara J Mathey

Title: President/CEO

Date Signed: 8/9/2011

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

Redacted by the U.S. Department of the Treasury

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

Print Name: Judith Zenk, Co-Chair

Date Signed: NOV 03 2011

Redacted by the U.S. Department of the Treasury

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

Print Name: Michael Parmelee, Co-Chair

Date Signed: NOV 03 2011

**A & I RECEIVED**  
**AUG 10 2011**



P.O. Box 16877 • 9955 S.E. Washington  
Portland, Oregon 97292-0877  
(503) 253-8193 • (800) 356-6507 • FAX (503) 253-4773

11 - WS 2360

AUG 23 2010

August 19, 2010

A & I Benefit Plan Administrators  
Attn: Rich Crook  
1220 SW Morrison Ste 300  
Portland, OR 97205

RE: Western States Employees Pension Fund

Dear Rich:

Enclosed is the Memorandum of Understanding between IBEW & United Workers Federal Credit Union and OPEIU, Local 11 regarding the pension contribution. Our contract was extended as of April 1, 2010 and the requirement for the pension contribution and negotiation into the supplemental agreement was not clearly understood at the time. This Memorandum reflects our agreement for contributions into the pension plan as dictated by the supplemental agreement through March 31, 2013. Please advise me of how you would like us to remit the retroactive amount due back to April 1, 2010.

Thank you for your assistance .

Sincerely,

Redacted by the U.S. Department of the  
Treasury

Barbara Mathey

President/CEO

IBEW & United Workers FCU

[barbmibew@aol.com](mailto:barbmibew@aol.com)

503 262-5333

WS 2360

Memorandum of Understanding

between

IBEW/United Workers Federal Credit Union ("Employer") and  
Office & Professional Employees International Union, Local 11

The parties identified below acknowledge that Employer's regular contribution to the Western States Office & Professional Employees Pension Fund is \$2.33 per hour. Employer will make supplemental contributions in the amount of \$0.44 per hour totaling \$2.77 per hour from April 1, 2010, through March 31, 2011, \$0.79 per hour totaling \$3.12 per hour from April 1, 2011 through March 31, 2012 and \$1.14 per hour totaling \$3.47 per hour from April 1, 2012 through March 31, 2013. The amount of the supplemental contributions is hereby approved by the parties. This Memorandum and the prior extension of the collective bargaining agreement between the parties shall be considered to be the result of good faith negotiation of the supplemental contribution terms under Employer's pension plan. The amount of the supplemental contribution will not be changed unless otherwise agreed by the parties in writing.

Dated July 14, 2010

IBEW/United Workers Federal Credit Union

Office & Professional Employees  
International Union, Local 11

Redacted by the U.S. Department of the  
Treasury

Redacted by the U.S. Department of the  
Treasury

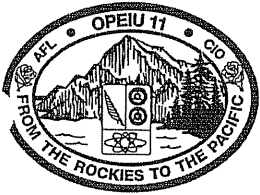
By Barbara Mathey,  
President/CEO

By Michael L. Richards,  
Executive Secretary-Treasurer

ENTERED  
AUG 10 12 7 2010

AUG 23 2010





ws 2360

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

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

IBEW/ UNITED WORKERS FEDERAL CREDIT UNION

AND THE

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11

The undersigned parties agree that the current Collective Bargaining Agreement between the IBEW/ UNITED WORKERS FEDERAL CREDIT UNION and the OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11 will be extended, in its entirety, from April 1, 2011 through March 31, 2012.

All aspects and provisions are included in a status-quo one (1) year extension of this Agreement.

Agreed this 15<sup>th</sup> day of February, 2011.

Redacted by the U.S. Department  
of the Treasury

Patrick Worley  
President

Redacted by the U.S. Department of the  
Treasury

Barbara J. Mathey  
CEO

Redacted by the U.S. Department of the  
Treasury

Michael L. Richards  
Executive Secretary-Treasurer

A & I RECEIVED  
AUG 10 2011

MLR/hg  
opeiu11  
afl-cio  
2/08/2011  
2011 IBEW/UW FCU Extend

# MEMORANDUM OF UNDERSTANDING

BETWEEN THE

**IBEW/ UNITED WORKERS FEDERAL CREDIT UNION**

AND THE

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

The undersigned parties agree that the current Collective Bargaining Agreement between the **IBEW/ UNITED WORKERS FEDERAL CREDIT UNION** and the **OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11** will be extended, in its entirety, from April 1, 2010 through March 31, 2011.

All aspects and provisions are included in a status-quo one (1) year extension of this Agreement.

Agreed this 3<sup>rd</sup> day of February, 2010.

Redacted by the U.S. Department of the Treasury

Barbara J. Mathey  
President/CEO

Redacted by the U.S. Department of the Treasury

Michael L. Richards  
Executive Secretary-Treasurer

MLR/hg  
opeiu1  
afl-cio  
2/01/2010  
2010 IBEW/UW FCU Extend

A & I RECEIVED  
AUG 10 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 1<sup>st</sup> 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 (30<sup>th</sup>) 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 (30<sup>th</sup>) 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

WS 1144

**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 12, 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

Employer  
Participation  
Agreement

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

1. Employer Information.

Name: Alameda JATC  
Contract Person: Byron Benton  
Address: 3033 Alvarado St.  
City, State & Zip: San Leandro, CA 94577  
Telephone: (510) 351-5282 ext. 15

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:
- a. Employer is a (*insert form of business*): \_\_\_\_\_.  
*Note:* Partners and sole proprietors cannot participate in the Plan but partnerships and sole proprietorships may cover their employees.
  - b. Employer is doing business under the following name(s) (attach separate page if more space is needed): \_\_\_\_\_.
  - c. Employer elects to participate in the Plan as a contributing employer.
  - d. Employer now has the following employees (insert number):  
\_\_\_\_\_ 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: \_\_\_\_\_

*Byrdon L. Benton*

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

*Training Director*

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

*8/25/11*

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

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

Redacted by the U.S. Department of the Treasury

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

*Judith Zenk, Co-Chair*

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

**OCT 26 2011**

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

Redacted by the U.S. Department of the Treasury

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

*Michael Parmelee, Co-Chair*

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

**OCT 26 2011**

**A&I RECEIVED  
SEP 06 2011**

**AGREEMENT  
between  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS  
LOCAL UNION #1116  
And**



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

**AUGUST 1, 2014 THROUGH JULY 31, 2017**



## **ARTICLE XXI - UNION LABEL AND UNION SHOP CARD**

SECTION 1. The privilege of using the Union Label may be extended to all Union Member employees as long as this Agreement remains in full force and effect, and so long as the Employer fulfills all of its terms and conditions.

SECTION 2. The Employer agrees to permit the display of a Union Shop Card, signifying that the office is staffed by members of the Office and Professional Employees International Union, Local No. 30, AFL CIO CFL, and under Agreement with the Union; this card to be the property of the Union.

## **ARTICLE XXII – PENSION, SEP IRA Plan, 401(k) Plan and Qualified ROTH IRA**

SECTION 1. Regular fulltime office employees currently covered under this Agreement will continue to be covered under the Western States Office and Professional Employees Pension Trust Fund. Accordingly, the Employer agrees to make contributions on behalf of all eligible employees in the amount of \$3.00 per hour.

Employees hired as of August 1, 2014 will be enrolled in a Pension Plan under a **SEP IRA Plan**.

A contribution on behalf of each employee will be made to the applicable plan in the amounts of:

Effective August 1, 2014 – 10% per month based on the employees monthly base income, but not to exceed the IRS Limits.

The Employer agrees to make contributions in accordance with the above for all eligible Regular fulltime employees.

SECTION 2. The Employer and the employees agree to be bound by the terms and provisions of the Trust Agreement and amendments thereto, of the Western States Office and Professional Employees Pension Trust Fund or of any other Fund.

SECTION 3. Employees will be allowed to participate in a 401(k) Plan approved by the employer. The Employer will forward an amount (designated by the employee) to be deducted from the employee's wages for remittance to the designated 401(k) Plan.

SECTION 4. Regular full time employees may participate in a ROTH IRA Account as follows:

## ARTICLE XXV - TERM OF AGREEMENT

All terms of this Agreement shall remain in full force and effect until July 31, 2017, and shall be automatically renewed from year to year, unless the Union or Employer serves upon the other written notice by certified mail of desire to modify, amend, or terminate this Agreement, in which case, the written notice shall be given at least sixty (60) but not more than seventy-five (75) calendar days prior to the expiration date of this Agreement, or to the expiration of any automatic yearly extension.

IN WITNESS WHEREOF, The parties being duly authorized have hereunto set their official seals, duly attested, this 3<sup>rd</sup> day of October 2014.

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS LOCAL  
#1116**

**OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL NO. 30  
AFL CIO**

---

Frank R. Grijalva, Business Manager  
4601 S. Butterfield Drive  
Tucson, Arizona 85714

---

Walter Allen Jr.  
Executive Director / CFO  
OPEIU Local 30

---

Elvira V. M. Acosta, Negotiating  
Committee





# International Brotherhood of Electrical Workers

LOCAL UNION 1116

PHONE (520) 792-1475 • FAX (520) 882-6132  
750 SOUTH TUCSON BOULEVARD  
TUCSON, ARIZONA 85716-5689



WS 1153

## LETTER OF ADDENDUM

Between

International Brotherhood of Electrical Workers Local #1116

And

Office and Professional Employees International Union Local #319

It is hereby mutually agreed that effective August 1, 2011 the International Brotherhood of Electrical Workers Local #1116 hereby adopts the Western States Office & Professional Employees Pension Trust Updated Rehabilitation Plan schedule.

This Agreement reached this 2nd day of November by and between the parties.

International Brotherhood  
of Electrical Workers Local #1116

Redacted by the U.S. Department  
of the Treasury

Frank R. Grijalva  
Business Manager/Financial Secretary

Office & Professional Employees  
International Union Local #319

Redacted by the U.S. Department of the  
Treasury

Elvira V.M. Acosta, Vice President  
Negotiating Committee Chairman

OPEIU  
Local No. 319



Tucson, AZ  
AFL CIO

A & I RECEIVED

DEC 29 2011

AMERICA WORKS BEST WHEN WE SAY,



**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")<sup>1</sup> for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: International Brotherhood of Electrical  
Workers Local #1116  
Contract Person: Frank R. Grijalva  
Address: 750 S. Tucson Blvd.  
City, State & Zip: Tucson, AZ 85716  
Telephone: 520-792-1475

2. Local Information.

Employer has a collective bargaining agreement with Local Union #319 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): International Brotherhood of Electrical Workers Local 31116 - IBEW #1116

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

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

one employees covered by the collective bargaining agreement; and

two 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: Frank R. Grijalva

Title: Business Manager/Financial Secretary

Date Signed: Redacted by the U.S. Department of the Treasury 12/20/2011

#### 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: \_\_\_\_\_

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

Print Name: Michael Parmelee, Co-Chair

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

A & I RECEIVED  
DEC 29 2011

# **AGREEMENT**

*Between*

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 180**

**And**

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

**July 1, 2016 - June 30, 2019**





## **ARTICLE VIII. HOLIDAYS**

(a) The following days shall be designated as legal holidays without any reduction in pay: New Year's Day, President's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, Employee's Birthday, and such other holidays observed by the IBEW Local 180 Inside Agreement.

In addition, one-half (1/2) day off shall be granted on the last workday previous to both Christmas and New Year's or such other day as is mutually agreeable to the employee and the Employer. One-half (1/2) day off shall be granted on Good Friday.

(b) In the event any of the holidays enumerated in Article VIII (a) occur during the period of an employee's vacation, an additional day's vacation shall be allowed for each holiday so occurring, or one day's pay in lieu of same thereof.

(c) It is further agreed that whenever such holidays fall upon a Sunday, they shall be observed upon the following Monday. Holidays falling on Saturday shall be observed the previous Friday or such other day as is mutually agreeable to the employee and the Employer.

(d) Regular part-time employees will receive holiday pay as provided by this Agreement on a prorated basis.

(e) All work performed on the days listed in this section, paragraph (a) Employee's Birthday excepted, shall be paid for at the rate of double time in addition to the regular holiday pay.

(f) There shall be no mandatory working of a holiday.

## **ARTICLE IX. PENSION PLAN**

Effective February 1, 2012, 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 Four Dollars and Fifty cents (\$4.50) per hour. To be eligible for participation in the Plan, an employee who works more than seventy (70) hours in a calendar month.

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

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 Professional Employees Pension Fund Plan.

Upon an Employee's written request, the Employer shall deduct voluntary contributions from an Employee's payroll and forward them to a qualified 401(k) Plan, including any plan offered by IBEW or OPEIU (such as the OPEIU Local 11 Plan).

**ARTICLE IX. PENSION PLAN - continued**

Effective February 1, 2008, the Employer shall contribute the amount of Fifty One Dollars (\$51.00) per month into the qualified 401(k) account of each bargaining unit employee.

**ARTICLE X. HEALTH & WELFARE PLAN**

(a) Effective July 1, 2016, the Employer agrees to pay the premium on each employee and dependents for the Office & Professional Employees Welfare Fund, Plan IVa, which includes Medical, Dental Plan, Life Insurance, \$20,000, Major Medical, Kaiser group 328 plan, Vision Care, Prescription Drug and Accidental Death and Disability coverage. It is agreed that to be eligible for coverage an employee must have been paid for not less than seventy (70) hours in the previous calendar month. Employer agrees to pay the entire cost of the present schedule of benefits of the Plan chosen by the employee for the employee for the employee and employee's dependents, and to maintain such schedule of benefits during the life of this Agreement, and agrees to pay any increases to the Welfare Fund in order to maintain the benefits.

(b) If an employee with two (2) years' or more service is off due to illness or accident, the employee's health and welfare coverage shall be extended by the Employer for six (6) months.

(c) Any employee covered by a health and welfare plan paid by the Employer more beneficial than the Plan established by the Office and Professional Employees Union, Local 29, may choose to retain such plan.

**ARTICLE XI. SICK LEAVE**

(a) After having served two (2) months, an employee is entitled to one and one-half (1-1/2) days per month sick leave with full pay dating from anniversary of date of employment.

(b) Unused sick leave shall be cumulative but no more than thirty (30) days of sick leave pay shall be paid during the employee's work year.

(c) Sick leave shall be integrated with the employee's State Disability Insurance. The Employer will pay an amount which added to the State Disability Benefit will equal the employee's regular wage. Only that amount of sick leave paid by the Employer shall be charged against the employee's sick leave credit.

(d) When an employee has been absent from work for more than three (3) working days as a result of illness or injury, reasonable proof of such illness or injury must be submitted by the employee, if requested by the Employer, before sick leave benefits will be paid.

## **ARTICLE XXVI. VALIDITY OF AGREEMENT**

Should any portion of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

The Employer and the Union further agree that if and when any provision of this Agreement is held or determined to be illegal or void, they will promptly enter into negotiations concerning the substance thereof.

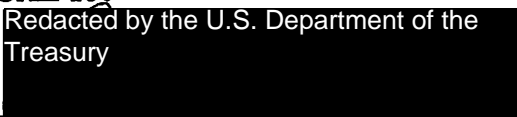
## **ARTICLE XXVII. DURATION OF AGREEMENT AND PROVISIONS FOR AMENDMENT**

This Agreement, together with all provisions herein set forth, shall become effective July 1, 2016, and shall continue in full force and effect until June 30, 2019, and shall continue in full force and effect thereafter from year to year provided that either party who may desire a change for any year's terms shall give the other party notice in writing of the desired changes at least sixty (60) days prior to the anniversary date of this Agreement in any one (1) year. The anniversary date shall be July 1st of any one year. In such event, negotiations shall be re-opened 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.

The Union shall notify the Employer in writing twenty-four (24) hours prior to striking, of its intention to do so.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

### **INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 180**

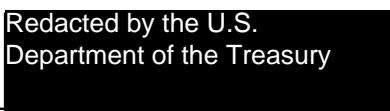
By:   
Dan Broadwater  
Business Manager

Date: 6-8-16

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

By:   
Tamara R. Rubyn  
President/Business Manager

Date: 6/10/16

By:   
Terry Keller  
Business Representative

Date: 6-10-16

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

29-8010  
**FEB 15 2011**

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name: IBEW LOCAL 180  
Contract Person: DAN BROADWATER  
Address: 720 TECHNOLOGY WAY  
City, State & Zip: NAPA CA 94558  
Telephone: 707 251 9180

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a (insert form of business): ELECTRICAL 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): IBEW LOCAL 180.

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: \_\_\_\_\_

DAN R BROADWATER

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

BUSINESS MANAGER

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

2/10/11

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

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

Redacted by the U.S. Department of the Treasury

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

Judith Zenk, Co-Chair

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

NOV 03 2011

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

Redacted by the U.S. Department of the Treasury

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

Michael Parmelee, Co-Chair

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

NOV 03 2011



# **AGREEMENT**

**Between**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 302**

**And**

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

**November 1, 2015 – October 31, 2018**



## **ARTICLE IV. JURY DUTY PAY**

### **Section 1. Subject: Interpretation of Pay for Jury Duty**

The following is the interpretation to be applied to the application of Jury Pay as set forth:

Employees who are called for examination for Jury Duty, or who serve on Jury Duty by being impaneled in a jury box and actively serving as a juror, shall be reimbursed the difference between Jury Pay and the straight-time pay lost under the qualifications set forth below:

- (a) Day shift employees called for Jury Duty or examination and excused by the court prior to 12:00 noon shall return to work for the balance of the day shift and shall be paid the difference between the jury pay or examination pay, if any, and the straight-time pay lost.
- (b) Employees will present proof of service, including time served and amount of pay received.
- (c) Pay for Jury Duty shall not apply in any case where an employee voluntarily seeks Jury Duty.

## **ARTICLE V. GROUP HOSPITALIZATION, DENTAL, DRUG & VISION TRUST FUND**

Employees who work seventy (70) or more hours each calendar month shall be covered by this Article "Trust Agreement."

Self-Funded Comprehensive Medical or HMO, Dental Plan C, Life Insurance of Twenty Thousand Dollars (\$20,000), Major Medical, Vision Care B, Prescription Drug, Long-Term Disability Coverage. These plans are under Coordination of Benefits.

There shall be no cash paid in lieu of fringes as established in this Article, except as agreed to in Addendums.

Employer agrees to pay the entire cost of the Plan for the employee and employee's dependents as may be determined by the Trustees of the Plan as needed to maintain such schedule of benefits during the life of this Agreement.

## **ARTICLE VI. WESTERN STATES OFFICE & PROFESSIONAL EMPLOYEES PENSION**

### **Section 1.**

The sole obligation of the Employer Subscriber to the Trust shall be to pay a monthly premium of Five Hundred Twenty Dollars (\$520.00), per employee.

**ARTICLE VI. WESTERN STATES OFFICE & PROFESSIONAL EMPLOYEES  
PENSION - continued**

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

Employees working less than seventy (70) hours monthly shall not have contributions made by the Employer to the Pension Fund. Employees working more than seventy (70) hours shall have contributions made by the Employer to the Pension Fund in the amount of the contributions equal to time worked.

There shall be no cash paid in lieu of fringes as established in this Article, except as agreed to in Addendums.

**Section 2. National Electrical Benefit Fund (NEBF)**

Effective November 1, 1998, the Employer shall commence contributions in the amount of three (3) percent of the employee's monthly gross income to the National Electrical Benefit Fund, as an additional retirement benefit for each Employee.

**Section 3. OPEIU 401(k) Plan Option**

Upon an employee's written request, the Employer agrees to deduct and forward contributions from the employee's payroll to a qualified OPEIU 401(k) Plan

**ARTICLE VII. SICK LEAVE**

Employees, after ninety (90) days worked, shall be entitled to Sick Leave under the following rules:

**Section 1.**

Sick leave shall be accumulative to a maximum of thirty (30) days earned on the following basis:

- (a) One and one-half (1½) days each calendar month worked.
- (b) Vacation and holidays shall count as time worked for the purpose of accumulation of Sick Leave.

**Section 2.**

Part-time employees Sick Leave earned shall be based on the time worked, using the same rules as "A" above, prorated.

**Section 3.**

Where Unemployment Compensation Disability (U.C.D.) applies, sick leave shall be reduced in the amount to equal one hundred percent (100%) of take-home pay. The purpose of this paragraph is to extend Sick Leave for employees with long illnesses. Only that amount of Sick Leave paid by the Employer shall be charged against the employee's Sick Leave credit.

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS,  
LOCAL 302**

Redacted by the U.S. Department of the Treasury

By

Ronald Bennett  
Business Manager/Financial Secretary

Date:

3-10-16

Redacted by the U.S. Department of the  
Treasury

By

Scott Stephan  
Business Agent

Date:

3.10.16

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

Redacted by the U.S. Department of the  
Treasury

By:

Tamara R. Rubyn  
President/Business Manager

Date:

3/16/16

Redacted by the U.S. Department of the  
Treasury

By

Denice L. Washington  
Business Representative

Date:

3/16/16

TR/lm(EWR11012015)  
cwa:9415/afl-cio

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

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name: IBEW Local Union 302  
Contract Person: Michael W. Yarbrough  
Address: 1875 Arnold Drive  
City, State & Zip: Martinez, CA 94553  
Telephone: 925/228-2302

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a (*insert form of business*): Electricians 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): IBEW Local Union 302.

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

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

4 employees covered by the collective bargaining agreement; and

                     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:

Michael W. Yarbrough

Title:

Business Manager

Date Signed:

2/10/11

**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

# Office & Professional Employees International Union Local 29

## AFL-CIO & CLC

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

WS 0682

### WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

#### AGREEMENT TO ADOPT REHABILITATION PLAN

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

Parties: OPEIU Local 29, the "Union; and  
IBEW Local 302, 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:

11/1/12

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 Manager /

Financial Secretary

Date: Jan. 24, 2013

#### UNION APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title: Business Representative

Date: 1/24/13

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

**AGREEMENT**

WS0263

*Between*

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 332**

*And*

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

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



## **ARTICLE 12. PENSION PLAN**

The Employer agrees to contribute into a Trust Fund known as Western States Office & Professional Employees Pension Fund, for the account of each eligible employee working under this Agreement, the sum of Four Dollars and eighteen cents (\$4.18) per hour, effective September 1, 2015. To be eligible for participation in the Plan, an employee, for the purposes of this Article, shall mean: "Any employee on the payroll on the first (1<sup>st</sup>) day of the calendar month, and who works more than seventy (70) hours each succeeding and consecutive calendar month thereafter."

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

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

The Employer shall contribute into the Western States 401k Retirement Fund, for the account each eligible employee working under the Agreement the sum of Twenty Five (\$0.25) cents per hours paid, effective September 1, 2015.

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


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

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

### ARTICLE 33. DURATION OF AGREEMENT

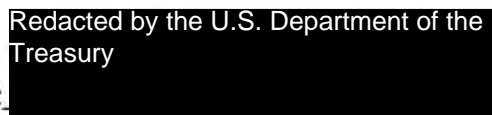
This Agreement, together with all provisions herein set forth, shall continue in full force and effect from September 1, 2015 until August 31, 2018, and shall continue in full force and effect thereafter from year to year unless either party has served the other party written notice of its desire to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

#### **INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 332**

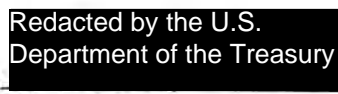
By:   
Gerald Pfeiffer  
Business Manager

Date: 12-28-2015

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

By:   
Tamara R. Rubyn  
President/Business Manager

Date: 1-6-16

By:   
Terry Keller  
Business Representative

Date: 1-6-16

TR/lm(EWR19418)  
cwa:9415/afl-cio

**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**

WS 0263

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

Parties: OPEIU L.U. 29, the "Union; and  
T.B.E.U. 332, the "Employer"

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

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

Effective Date:

9/1/2012

Check applicable line:

☒

Rehabilitation Plan Schedule

☐ Default Rehabilitation Plan Schedule

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

**EMPLOYER APPROVAL**

Redacted by the U.S. Department of the Treasury

Signature

Title: Business ManagerDate: 11-26-2012**UNION APPROVAL**

Redacted by the U.S. Department of the Treasury

Signature

Title: Business RepDate: 12/1/12PGS/lm(Rehab/Adopt2012)  
cwa:9415/afl-cio

FEB 19 2013



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

29-0243  
IBEW Local 332

**Employer  
Participation  
Agreement**

MAR 11 2011

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

1. Employer Information.

Name: IBEW local Union 29  
Contract Person: Robert Tragni  
Address: 2125 Canoga Garden Ave Santa Monica  
City, State & Zip: San Jose, Ca 95125  
Telephone: (408) 269-4332

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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



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

a. Employer is a (insert form of business): 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): IBEW Local Union 332

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

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

3 employees covered by the collective bargaining agreement; and

           employees who are not covered by the collective bargaining agreement.

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

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

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

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

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

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**

Redacted by the U.S. Department of the Treasury

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

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

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

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

Robert Tragni

Business Manager / Financial Secretary

February 16, 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

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

Redacted by the U.S. Department of the Treasury

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

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

Michael Parmelee, Co-Chair

NOV 16 2011

WS0075

**AGREEMENT**

**Between**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 340**

**And**

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

**April 1, 2014 - March 31, 2017**



## **ARTICLE XII. MINIMUM WAGE SCALES** - continued

Section 2 (c): Employees may vote to allocate the wage increase to either wages or pension by a majority vote.

## **ARTICLE XIII. EXISTING BENEFITS**

Nothing in this Agreement shall be construed to mean that any employee may not be given more favorable conditions as to wages, hours, and working conditions than herein provided.

## **ARTICLE XIV. FURTHER RESERVATIONS**

Whenever the Employer requires the bonding of any employee or carrying of any insurance for the indemnification of the Employer, the premium for the same shall be paid for by the Employer. Any member in the employ of a signer of this Agreement shall be paid according to the length of service dating from the beginning of his/her employment, rather than with the date of this Agreement.

## **ARTICLE XV. HEALTH PLAN BENEFITS**

The Employer agrees to provide for each eligible employee, the entire cost of the Office & Professional Employees' Welfare Fund for each employee and their dependents.

The Office & Professional Employees' Welfare Fund shall include Kaiser Plan or United Health Care Plan, Dental Care Plan without orthodontia, Prescription Plan, Vision Care Plan for the employee and dependents and Twenty Thousand Dollars (\$20,000) Life Insurance and Accidental Death and Disability for the employee.

The Employer agrees to provide a maintenance of existing benefits plan as presently provided in the Office & Professional Employees Welfare Fund Plan. Any additional health and welfare benefits provided under this Plan or any new Plan shall be paid for by the employees. Eligible employees are those who have been paid for not less than seventy-one (71) hours in the previous calendar month.

The Employer further agrees that the above Health and Welfare benefits shall be continued for three (3) additional months for an employee on a leave due to sickness or disability.

## **ARTICLE XVI. PENSION PLAN**

The Employer agrees to contribute into a Trust Fund, known as Western States Office & Professional Employees Pension Fund, for the account of each employee working under this Agreement, effective April 1, 2011, Three Dollars and ten cents (\$3.10) per hour. 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.

## **ARTICLE XVI. PENSION PLAN** – continued

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

Effective April 1, 2006, the Employer agrees to contribute One Dollar (\$1.00) to the Sacramento Area Electrical Workers Pension Fund.

The members may divert additional wages to the Sacramento Area Electrical Workers Pension Fund by majority vote and shall notify the Union, in writing, of any diversion.

## **ARTICLE XVII. LEAVES OF ABSENCE**

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. In the event of the death of a father, mother, spouse, children, legal dependents, stepchildren, brother, sister, father-in-law, mother-in-law, grandchildren and domestic partner, the employee may use up to five (5) days Sick Leave.

**Jury Duty:** Where an employee who has worked six (6) months for the Employer and is unable to report for work on his/her regular shift by reason of jury duty, s/he will, upon furnishing written proof of such service, be paid the difference between the jury pay and the amount s/he would have been paid if s/he had worked an eight (8) hour day. Employees who are called for examination for jury duty or who serve on jury duty by being impaneled in a jury box and actively serving as a juror shall be reimbursed the difference between jury pay and their straight-time pay lost up to a maximum of ten (10) days or eighty (80) hours per year under the qualifications set forth below:

Employees called for jury duty or examination and excused by the court prior to twelve (12) noon shall return to work for the balance of their day shift and shall be paid the difference between the jury pay or examination pay, if any, and their straight-time pay lost. Employees will present proof of service including time served and amount of pay received. Jury duty shall not apply in any case where an Employee voluntarily seeks jury duty.

## **ARTICLE XVIII. GRIEVANCE PROCEDURE**

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) working 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 XXIII. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from April 1, 2014 through March 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 March 31, 2017. If such notice is given but no successor Agreement is reached by March 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 WITNESS WHEREOF, the parties hereto have hereunto set their hands and their seals this  
THIRD day of JUNE 2014.

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 340**

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

By: Redacted by the U.S. Department of the Treasury  
Tom Okumura  
Business Manager

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

Date: 6-3-14

Date: 6/4/14

TR/lm(EWR16814)  
cwa:9415/afl-cio

**SACRAMENTO AREA ELECTRICAL WORKERS  
PENSION AND PROFIT SHARING PLAN  
SUBSCRIPTION AGREEMENT  
[FOR RELATED GROUPS/PARTICIPANTS]**

(5)

WS 0075

EMPLOYER NAME: IBEW, Local 340

ADDRESS: 2840 El Centro Road, Suite 115  
Sacramento, Ca. 95833

PHONE: (916) 927-4239

I. RELATIONSHIP TO INDUSTRY. The Employer is involved in the Construction/Electrical industry as follows: Bargaining Representative (Union) of employees.

II. COVERAGE: Employer has two classes of employees. Class 1 employees are those employees not working under the terms and conditions of a collective bargaining agreement. Class 2 employees are those employees working under the terms and conditions of a collective bargaining agreement. Employer agrees that this Subscription Agreement applies to all of its employees other than those specified below:

A. Part-time employees working less than 17-1/2 hours per week and not expected to be employed for 500 or more hours during any calendar year;

B. Leased employees who may be excluded under the provisions of Section 414(n)(5)(A) and (B) of the Internal Revenue Code.

Those employees covered by the Plan are herein referred to as Subscriber Employees. Designate Class (1) or (2) after each employee listed below.

NAME	SOCIAL SECURITY NUMBER	DATE OF HIRE	JOB TITLE
Redacted by the U.S. Department of the Treasury		8-4-97	Bookkeeper
		9-4-01	Sten/General Office Assistant
		10-1-01	Sten/General Office Assistant
		9-5-96	Office Manager

(if additional space is needed, please attach a separate page)

III. CONTRIBUTIONS: Employer agrees to make monthly contributions to the Plan for all Class 1 Subscriber Employees at the same hourly rate and under the same



terms as conditions as contained in the Collective Bargaining Agreement [the "Agreement"] currently in effect between IBEW Local 340 and NECA for each hour Class 1 Subscriber Employees work or for which they are paid.

Employer agrees to make monthly contributions to the Plan for all Class 2 Subscriber Employees as required by the collective bargaining agreement covering said employees.

Employer and the Plan recognize that contribution rates for Class 1 and Class 2 employees will not be the same. Class 1 employees are all alumni as defined in the Internal Revenue Code (non bargaining unit employees who previously worked under the terms of the bargaining agreement) and as such they may be paid at the journeyman rate even though Class 2 employees are paid at a lesser rate.

IV. TERM. This Agreement shall become effective April 1, 2003 and shall continue for so long as the Employer remains involved in the Construction/Electrical Industry. This Agreement will terminate upon any of the following:

- A. The Plan notifies the Employer, in writing, that the Agreement is terminated for any reason, including, but not limited to, the Employer being delinquent in its contributions to the Plan.
- B. The Employer notifies the Plan, in writing, that the Agreement is irrevocably terminated.

V. ADMINISTRATION. Payments shall be made under the Subscription Agreement in accordance with the following rules:

- A. Contributions will be due on the 1st of each month for all Subscriber Employees who were employed by the Employer in the previous month, and contributions are delinquent on the 15th day of the month.
- B. Employer agrees to be bound by all the terms and provisions of the Trust Agreement establishing the above-named Plan and the Plan itself, as they may be amended from time to time, including specifically the various provisions thereof setting forth the obligations of contributing employers, and imposing liquidated damages for delinquent payment.

IN WITNESS WHEREOF, the Employer has signed this Subscription Agreement the 10<sup>th</sup> day of March, 2003, to be effective as of April 1, 2003, for the term specified in Article IV.

EMPLOYER: IBEW, Local 340

Redacted by the U.S. Department of the Treasury

BY:

A.C. Steelman, Business Manager

DATE:

PHONE: (916) 927-4239

\*\*\*\*\*

Acceptance by the Trust of the above-named parties is hereby acknowledged and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

The Trustees of the Sacramento Area Electrical Workers Pension Trust.

Dated at \_\_\_\_\_

By \_\_\_\_\_

**AGREEMENT  
WITH  
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 30  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 387**

This Agreement entered into this 1st day of, May, 2008 by and between OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 30, hereinafter known as the Union, and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 387, hereinafter known as the Employer.

**ARTICLE I – PURPOSE OF AGREEMENT**

- Section 1. Where the word "Employer" is used in this Agreement, it means the International Brotherhood of Electrical Workers, Local No. 387, AFL-CIO of Phoenix, Arizona.
- Section 2. Where the word "Union" is used it means Office and Professional Employees International Union, Local No. 30, of Phoenix, Arizona.
- Section 3. Where the word "Employee" is used in this Agreement it means all employees of the I.B.E.W., Local No. 387, engaged in office clerical work as covered in this Agreement. Where the words "Regular Employee" are used, it means all Employees who have served their probationary period.
- Section 4. It is the intention of the parties that this Agreement will establish sound relations between the Employer and the Employees which will promote harmony, genuine cooperation and efficiency, to the end that the employees and the Employer may mutually benefit. The Union and the Employer further agree to facilitate peaceful adjustment of differences which may arise from time to time between the Employer and the Union. Accordingly, the Employer and the Union, do hereby mutually pledge themselves to make every effort to make this Agreement the means of improving the relations between the employees and the Employer, of obtaining fair treatment for all employees of the Employer and improving efficiency so that both may prosper.

**ARTICLE II -RECOGNITION**

- Section 1. The Employer agrees to recognize the OPEIU, Local No. 30, as the sole and exclusive bargaining agent with respect to hours, wages and working conditions of all employees under the jurisdiction of this Agreement, in classifications described in "Exhibit A, B, C & D".
- Section 2. The Union agrees to use every reasonable effort to promote the welfare of the Employer

Employee and seventy-five (75%) of the premium will be paid for the spouse of the employee by the Employer. The Employee will pay twenty-five percent (25%) of the premium for her/his spouse.

**(See Exhibit "C" Health and Welfare Chart Attached)**

#### **ARTICLE XV -PENSION**

- Section 1. Effective May 1, 2008, the Employer agrees to contribute to Western States Office and Professional Employees Pension Trust Fund a contribution on behalf of each eligible employee in the amount of three dollars (\$3.00) per hour paid. Effective May 1, 2009 the amount will increase to three dollars and seventy-five cents (\$3.75) per hour paid. Effective May 1, 2010 the amount will increase to four dollars and fifty cents (\$4.50) per hour paid.
- Section 2. Regular part-time employees who work over eighty-six and one-half (86 1/2) hours or more per month shall be covered by the provisions of this Article.
- Section 3. The Employer and the Employees agree to be bound by the terms and provisions of the Trust Agreement and amendments thereto, of the Western States Office and Professional Employee's pension Trust Fund.
- Section 4. It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual employer will forward monthly to NEBF's designated Local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate Local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the local collection agent.

#### ARTICLE XV —PENSION -Continued

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

This Benefit is in addition to the Pension listed above.

- Section 5. In addition, the Employer agrees to make contributions to National Electrical Annuity Plan, hereinafter referred to as "NEAP", on behalf of each regular Employee in accord with the NEAP Agreement "Exhibit C". Contributions on behalf of each eligible employee shall be equal to and the same as, the IBEW Local Union #387 staff. Said Employees must have been in the employ of the Employer for a period of five (5) years to be eligible to participate in NEAP.

#### ARTICLE XVI —PERSONAL LEAVE

Regular Employees shall be granted as paid leave, one (1) day per year personal leave, providing that the Employee gives the Employer five (5) days notice. If no notice can be given, the personal time off will be taken at a time mutually agreed upon between the Employer and the Employee.

#### ARTICLE XVII —SEVERABILITY

In the event that any provisions of this Agreement shall be contrary to any State or Federal Statutes or Decisions, then such provision shall be deemed null and void, and its exclusion shall in no manner effect the balance of this Agreement.

#### ARTICLE XVIII —WAGE SCALES

- Section 1. The Employer agrees to pay not less than the minimum hourly wage scale shown in Exhibit "A" and Exhibit "B" of this Agreement.
- Section 2. It is expressly agreed that the wage scales herein provided are minimum scales. Nor can it be construed that an employee may not obtain a salary above minimum, be granted an increase in pay before specified, or be advanced or promoted in the service of the Employer.
- Section 3. All future wage increases shall be at the same percentage as negotiated between APS and IBEW Local Union 387; the percentage being based on the lineman classification.
- Section 4. **2010 Wages to be determined – APS CONTRACT (2005-2008) WAS EXTENDED FOR TWO (2) YEARS WITH A WAGE INCREASE OF 3.75% EFFECTIVE 4/1/2008 AND 3.75% EFFECTIVE 4/1/2009. THE 2010 WAGE WILL BE DETERMINED WHEN LOCAL 387 AND APS NEGOTIATE A NEW CONTRACT EFFECTIVE 4/1/2010.**

## ARTICLE XIX -JOB VACANCIES

- Section 1. 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 such help.
- Section 2. The Employer has the right to make personal interviews of all applicants referred to the Employer by Local Union No. 30.
- Section 3. The employer retains the right to reject any applicants referred by Local Union No. 30, for any lawful purpose.

## ARTICLE XX – DURATION

This Agreement shall be in full force and effect May 1, 2008 and shall remain in force until April 30, 2011 and thereafter until either party hereto shall give the other party ninety (90) days written notice of desire for change, amendment or termination.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals by their respective duly authorized officers and representatives of the day and year first herein above written.

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL UNION NO. 387

Redacted by the U.S. Department of the Treasury

Robert DeSpain, Business Manager

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL UNION NO. 30

Redacted by the U.S. Department of  
the Treasury



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

30-0523

**Employer  
Participation  
Agreement**

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

FEB 11 2011

1. Employer Information.

Name: IBEW LOCAL UNION 387  
Contract Person: 3060 W. Deer Valley Rd.  
Address: Phoenix, AZ 85027  
City, State & Zip: (602) 264-1846  
Telephone:

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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



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

a. Employer is a (*insert form of business*): 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): IBEW LU # 387

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

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

3 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

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

#### APPROVAL OF PARTICIPATION AGREEMENT

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

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

Redacted by the U.S. Department of the Treasury

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

*G. David Vanlever*

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

*Business Manager*

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

*2/8/2011*

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

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

Redacted by the U.S. Department of the Treasury

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

Judith Zenk, Co-Chair

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

NOV 03 2011

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

Redacted by the U.S. Department of the Treasury

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

Michael Parmelee, Co-Chair

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

NOV 03 2011

FEB 11 2011

Updated 8/15/10  
WS 0523

**Memorandum of Agreement  
By and Between  
IBEW, Local 387 (Employer) and  
OPEIU, Local 30 (Union)**

Pursuant to Article XX, of the Collective Bargaining Agreement between International Brotherhood of Electrical Workers, Local 387 and Office and Professional Employees International Union, Local 30, this is to serve as official notice to open, amend and/or modify the current Agreement.

The parties agree to the following terms and conditions as settlement of the current collective bargaining agreement.

- I. **Amend Article VI-Technological Changes**  
When the Employer makes such technological changes as it deems necessary, such as but not limited to, the introduction of automated office equipment, computer hardware and computer software, it will notify the Union Steward and explain the nature and effect of such change, and all employees shall receive proper training on any and all new equipment and computer hardware and software.
- II. **Amend Article XV – Pension**  
Effective May 1, 2010, the Employer agrees to accept the Updated Rehabilitation Plan of the Western States Office and Professional Employees Pension Trust Fund.
- III. **Add – Article XVIII – Wage Scales**  
Effective October 20, 2006, all permanent full-time employees will receive a Christmas Bonus, once a year, on or before the 15<sup>th</sup> day of December, reflecting the net amount of \$1,500.00.
- IV. **Amend Article XX – Duration**  
The Current Collective Bargaining Agreement duration date shall be in full force and effective May 1, 2010 and shall remain in force until April 30, 2015 and thereafter until either party hereto shall give the other party ninety (90) days written notice of desire for change, amendment or termination.

For IBEW, Local 387

Redacted by the U.S. Department of  
the Treasury

Robert DeSpain  
Business Manager  
IBEW, Local Union 387

Date

5/20/2010

For OPEIU, Local 30

Redacted by the U.S.  
Department of the  
Treasury

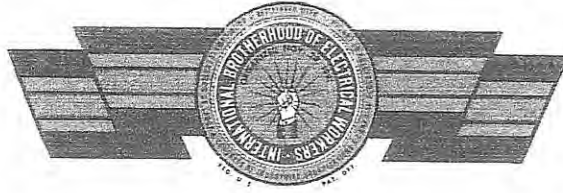
Walter Allen, Jr.  
Executive Director/CFO  
OPEIU, Local Union 30

Date

5/25/10

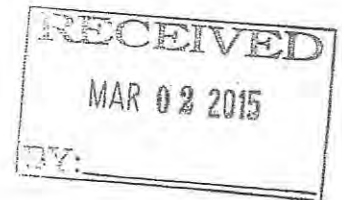
# International Brotherhood of Electrical Workers

JOSEPH GABLE  
President



G. DAVID VANDEVER  
Business Manager

February 25, 2015



Walter Allen, Jr.  
Executive Director/CFO  
OPEIU Local 30  
6136 Mission Gorge Rd., Suite 214  
San Diego, CA 92120

Dear Mr. Allen:

In reference to your letter dated January 12, 2015, our current employees are listed below:

<u>Name</u>	<u>Hire Date</u>	<u>Classification</u>	<u>Current Salary</u>
Redacted by the U.S. Department of the Treasury	May 3, 2010	Bookkeeper TH	\$29.66
	February 19, 1985	Office Manager	\$36.79

Please be advised the employees and management are in agreement to not make changes in the current bargaining agreement and renew for five years with an expiration date of April 1, 2020.

Fraternally,

I.B.E.W. Local Union No. 387

Redacted by the U.S. Department of the Treasury

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G. David Vandever, Business Manager

opeiu#30  
afl-cio



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

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MASTER TRADE SECTION**

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

**FOR THE PERIOD OF**

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



## ARTICLE 15

### PENSIONS

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

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

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

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

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

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

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



ARTICLE 22

TERMINATION AND RENEWAL

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

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

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

Redacted by the U.S. Department of the  
Treasury

By

Suzanne Mode  
Business Manager

Redacted by the U.S. Department of  
the Treasury

By

David Ciprut, REBOUND  
Bargaining Committee

Redacted by the U.S. Department of the  
Treasury

By

Fred Hutchins, IBEW Local 77  
Bargaining Committee

Redacted by the U.S. Department of the  
Treasury

By

Traci Miller, Heat & Frost Insulators Local 7  
Bargaining Committee

Redacted by the U.S. Department of  
the Treasury

By

Carol O'Neill, Sprinkler Fitters Local 699  
Bargaining Committee

Redacted by the U.S. Department of the  
Treasury

By

Tyler Walser, IBEW Local 77  
Bargaining Committee

FOR THE MASTER TRADE SECTION

Redacted by the U.S. Department of the  
Treasury

By

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

By

\_\_\_\_\_  
Employer

Western States Office and  
Professional Employees  
Pension Fund

WS8109

Employer  
Participation  
Agreement

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

1. Employer Information.

Name:

IBEW Local 46

Contract Person:

Kathi Scott

Address:

19002 62nd Ave S

City, State & Zip:

Kent, WA 98032

Telephone:

253-395-6524

2. Local Information.

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

3. Participation.

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



An existing Participating Employer to update Plan records.



A new Participating Employer.

Effective date of coverage: \_\_\_\_\_



A new group of Employees of an existing Participating Employer.

Effective date of coverage: \_\_\_\_\_

4. Coverage.

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



Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.



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

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

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

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): International Brotherhood of Electrical Workers Local 46

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

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

11 employees covered by the collective bargaining agreement; and

13 employees who are not covered by the collective bargaining agreement. not participating in western States plan.

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: Virgil R Hamilton

Title: Business Manager

Date Signed: 8/18/2011

##### 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: OCT 26 2011

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE:

Print Name: Michael Parmelee, Co-Chair

Date Signed: OCT 26 2011

RECEIVED  
OCT 26 2011



OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

8-8138

Piledrivers  
23916

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

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

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

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

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

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

EXECUTED in Seattle, Washington this 31<sup>st</sup> day of May 2011.

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL 8

Redacted by the U.S. Department of the  
Treasury

By \_\_\_\_\_  
Suzanne Mode  
Business Manager

FOR THE TRADE SECTION EMPLOYERS

Redacted by the U.S.  
Department of the Treasury

By \_\_\_\_\_  
David Freiborn  
Executive Secretary  
Martin Luther King Jr. County Labor  
Council

## Trade Section Employers Participating in Western States Pension Fund

2016

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

#8133

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

#8111

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

#8222

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

#8152

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

#8155

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

#8240

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

#8181



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

#8253

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

#8109

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

#8101

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

#8255

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

#775

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

#8235

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

#8162

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

#8138

- 16) PUGET SOUND ELECTRICAL APPRENTICESHIP AND TRAINING TRUST  
550 SW 7th St.  
Renton, WA 98057  
  
#8127
- 17) REBOUND  
2800 First Avenue, Room 216  
Seattle, WA 98121  
  
#8241
- 18) SEATTLE AREA PLUMBING AND PIPEFITTING APPRENTICESHIP AND JOURNEYMEN TRAINING TRUST  
595 Monster Rd. SW #100  
Renton, WA 98057  
  
#8108
- 19) SEATTLE BUILDING AND CONSTRUCTION TRADES COUNCIL  
14675 Interurban Ave. S, Suite 101  
Tukwila, WA 98168  
  
#8154
- 20) SPRINKLER FITTERS AND APPRENTICES LOCAL NO. 699  
2800 First Avenue #111  
Seattle, WA 98121  
  
#8118
- 21) STREET PAVERS, SEWER, WATERMAIN AND TUNNEL WORKERS UNION LOCAL NO. 440  
565 13<sup>th</sup> Avenue  
Seattle, WA 98122  
  
#8164
- 22) CEMENT MASONS & PLASTERERS TRAINING CENTERS  
(formerly WESTERN WA CEMENT MASONS JATC & ADVANCED TRAINING)  
6737 Corson Avenue S  
Seattle, WA 98108  
  
#8226
- 23) WASHINGTON STATE LABOR COUNCIL  
314 First Ave. W  
Seattle, WA 98119  
  
#8126

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

OPEIU LOCAL 11

APR 13 2016

RECEIVED

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 16. EDUCATION**

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

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

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

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

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



## ARTICLE 24. TERMINATION AND RENEWAL

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

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

### UNITED LABOR UNION ASSOCIATION

Redacted by the U.S. Department of the  
Treasury

Gary Young/Business Manager IBEW Local 48  
ULUA - President

Redacted by the U.S.  
Department of the  
Treasury

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

Redacted by the U.S.  
Department of the  
Treasury

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

Redacted by the U.S.  
Department of the Treasury

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

Redacted by the U.S. Department of the  
Treasury

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

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

Redacted by the U.S. Department of  
the Treasury

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

Redacted by the U.S. Department of the  
Treasury

Maureen Colvin /Union Representative  
OPEIU Local 11

Redacted by the U.S. Department of the  
Treasury

Donna Allen/Member  
OPEIU Local 11

Redacted by the U.S.  
Department of the Treasury

Laura Robbins/Member  
OPEIU Local 11



## ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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

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

Redacted by the U.S.  
Department of the Treasury

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

Redacted by the U.S. Department of the  
Treasury

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

Redacted by the  
U.S. Department of

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

Redacted by the U.S. Department of the  
Treasury

Maureen Bower/Union Representative  
OPEIU Local 11

Redacted by the U.S. Department of the  
Treasury

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

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

Redacted by the U.S. Department  
of the Treasury

Madelyn Elder/President CWA Local 7901  
ULUA-Negotiating Team

Redacted by the U.S. Department of  
the Treasury

Laura Gustafson/Member  
Local 11

Redacted by the U.S. Department  
of the Treasury

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

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

FEB 10 2011

11-  
4390

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name: I.B.E.W. Local 48  
Contract Person: Nancy Reames  
Address: 15937 NE Airport Way  
City, State & Zip: Portland OR 97230  
Telephone: 503-251-9681

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.

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