

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

SECOND SUSPENSION APPLICATION

Exhibit 15
(Part 5 of 12)

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): I.B.E.W. Local 48

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

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

Redacted by the U.S.
Department of the Treasury

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

Cliff Davis
Business Manager
2-4-11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the
Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Judith Zenk, Co-Chair

NOV 1 6 2011

Redacted by the U.S. Department of the
Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Michael Parmelee, Co-Chair

NOV 1 6 2011

A G R E E M E N T

Between

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL 483**

And

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

January 1, 2014 through December 31, 2016

and each case will be decided on its merits, except as may be provided by law for employees who have entered the service of the United States.

Section 2 An employee, who while on leave of absence, engages in other employment, or fails to report for work, or fails to ask for a renewal of leave on or before the expiration of leave, will be considered as having quit without notice and shall cease to be an employee of the Employer. Exceptions to this clause may be made by mutual agreement in writing between the Employer and the Union.

Section 3 Employees who experience a serious medical condition may apply for a medical leave of absence. Employees may also apply for a leave for immediate family members including domestic partner. The employer may require a medical certificate.

ARTICLE 12 – HEALTH AND WELFARE

Section 1 The Employer agrees that all benefits now being extended to the employees such as sick leave, pensions, insurance, wages, working conditions, etc., shall remain in force and shall not be rescinded during the life of this Agreement. Health and welfare shall be extended to domestic partners. The employer shall retain a copy of affidavit of domestic partnership on file.

Section 2 The Employer agrees to pay monthly premiums for full-family medical coverage for each employee who is compensated seventy (70) or more hours in the preceding month.

- a. Medical benefits will be provided consistent with the Regency Blue Shield Preferred Plan – 90/70/70 \$250 deductible.
- b. The Employer agrees to compensate the employees for the annual deductible required under the plan by paying each employee the lump sum of \$250 to cover the deductible. Said deductible shall be paid at the beginning of each anniversary date of the plan.

Section 3 The Employer agrees to pay full cost of premiums for full-family dental plan for each employee who is compensated seventy (70) or more hours in the preceding month. Employer contributions shall be made to Northwest Administrators, Inc., the administrator of the Washington Teamsters Welfare Trust, on or before the tenth of each calendar month.

Section 4 The Employer agrees to pay into the Western States Office and Professional Employees International Union Trust Fund 10.44% of gross wages for each bargaining unit employee for the purpose of providing retirement benefits for eligible employees pursuant to provisions of the Western States Office and Professional Employees Pension Plan.

ARTICLE 15 – STRIKES AND LOCKOUTS

Section 1 It shall not be considered a violation of this Agreement for the employee to refuse to pass a bona fide picket line established by any AFL-CIO Union, provided such picket line has been approved by the appropriate Central Labor Council.

ARTICLE 16 – SAVINGS CLAUSE

In the event laws are passed by the State or Federal Government which conflict with the provisions of this Agreement relating to hours or wages, the provisions of this Agreement which are in conflict therewith may be reopened for negotiations without affecting the remaining portions of this Agreement.

ARTICLE 17 – SUCESSORS

The parties to this Agreement intend that this Agreement shall be binding on the Company's successors, assigns, or entities arising from any reorganization or legislative restructuring.

ARTICLE 18 TERM OF AGREEMENT

This amended Agreement shall become effective as of January 1, 2014, and shall remain in effect until December 31, 2016, and shall thereafter automatically renew itself until either party shall give sixty days written notice prior to the anniversary date of the desire to terminate, modify or change this contract Upon the giving of such notice, the parties shall proceed to negotiate a new contract, the terms of which shall be retroactive to the anniversary date.

Signed this 13th day of March 2014.

FOR THE EMPLOYER:

I.B.E.W. LOCAL 483

Redacted by the U.S. Department of the Treasury

Alice A. Phillips, Business Manager

FOR THE UNION:

O.P.E.I.U. LOCAL 23

Redacted by the U.S. Department of the Treasury

Allan Jacobson, Business Manager

opeiu:23/afl-cio

AGREEMENT TO ADOPT THE REHABILITATION PLAN

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

Parties: Office and Professional Employees International Union. Local 23, the "Union"; and International Brotherhood of Electrical Workers Local 483, the "Employer"

Effective Date: January 1, 2014

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:

CBA Effective Date	1 st Year	2 nd Year	3 rd Year	4 th & Later
1/1/2012	48%	63%	78%	80%
2/1/2012	50%	65%	80%	80%
3/1/2012	52%	67%	80%	80%
4/1/2012	53%	68%	80%	80%
5/1/2012	55%	70%	80%	80%
6/1/2012	56%	71%	80%	80%
7/1/2012	58%	73%	80%	80%
8/1/2012	60%	75%	80%	80%
9/1/2012	62%	77%	80%	80%
10/1/2012	63%	78%	80%	80%
11/1/2012	65%	80%	80%	80%
12/1/2012	67%	80%	80%	80%
1/1/2013	69%	80%	80%	80%
2/1/2013	70%	80%	80%	80%
3/1/2013	72%	80%	80%	80%
4/1/2013	74%	80%	80%	80%
5/1/2013	76%	80%	80%	80%
6/1/2013	78%	80%	80%	80%
7/1/2013	80%	80%	80%	80%

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

EMPLOYER APPROVAL

Redacted by the U.S. Department of the Treasury

Alice A. Phillips, Business Manager

Date: 2/4/2015

UNION APPROVAL

Redacted by the U.S. Department of the Treasury

Allan Jacobson, Business Manager

Date: 2/4/15

WS0212

A&I RECEIVED
APR 13 2011

LETTER OF UNDERSTANDING

Article 12 – Pension

This Letter of Understanding is by and between OPEIU Union Local #23 on behalf of its members and IBEW Local 483 and it should be considered as incorporated by reference as part of the Collective Bargaining Agreement effective dates January 1, 2011 through December 31, 2013. The Agreement is as follows:

Article 12, Section 4 – Pension

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

Effective January 1, 2011, the employer shall contribute into the Western States Office and Professional Employees Pension fund, 10.44% (percent) of each bargaining unit employees gross wages for each bargaining unit employee plus 31% of that amount per hour for the required 31% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

Effective January 1, 2012, the employer shall contribute into the Western States Office and Professional Employees Pension fund, 10.44% (percent) of each bargaining unit employees gross wages for each bargaining unit employee plus 46% of that amount per hour for the required 46% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

Effective January 1, 2013, the employer shall contribute into the Western States Office and Professional Employees Pension fund, 10.44% (percent) of each bargaining unit employees gross wages for each bargaining unit employees plus 61% of that amount per hour for the required 61% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

The Union and the Employer effective April 1, 2011, either party may request in writing to reopen Article 12, Section 4 only.

IBEW Local 483

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION LOCAL
NO. 23

Redacted by the U.S. Department of the
Treasury

BY

Alice A. Phillips, Business Manager

Redacted by the U.S. Department of the
Treasury

BY

Cari Trussell, Business Representative

DATE

3/15/2011

DATE

3/16/2011

opeiu:23/afl:cio

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

**Employer
Participation
Agreement**

The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan")¹ for participation as a Participating Employer to the Plan as provided in this Agreement. FEB 28 2011

1. Employer Information.

Name: IBEW Local 483
Contract Person: Alice A. Phillips
Address: 3525 S. Alder St.
City, State & Zip: Tacoma, WA 98409
Telephone: (253) 565-3232

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

- 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.

FEB 28 2011

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Redacted by the U.S. Department of the Treasury

Print Name:

Alice A. Phillips

Title:

Business Manager

Date Signed:

2/23/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE:

Redacted by the U.S. Department of the Treasury

Print Name:

Judith Zenk, Co-Chair

Date Signed:

NOV 03 2011

CO-CHAIR SIGNATURE:

Redacted by the U.S. Department of the Treasury

Print Name:

Michael Parmelee, Co-Chair

Date Signed:

NOV 03 2011

AGREEMENT

between

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION NO. 570**

and

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



AUGUST 1, 2015 THROUGH JULY 31, 2017

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, and under Agreement with the Union. The Union Shop Card to be the property of the Union.

ARTICLE XXIII PENSION

SECTION 1. The Employer agrees to contribute to the Western States Office and Professional Employees Pension Trust Fund, a contribution on behalf of the current employees, Mary Grube and Berni Capara, in the following amounts:

Effective August 1, 2013 - \$3.11 per hours worked.

Any employee hired after August 1, 2015 will not be eligible to participate in the Western States Office and Professional Employees Pension Trust Fund.

SECTION 2. Effective August 1, 2015, the parties agree to establish an annuity/retirement savings program for all eligible employees as defined in this Article. The contribution rate shall be two (2) percent of gross earnings effective August 1, 2015. The contribution rate shall be three (3) percent of gross earnings effective August 1, 2016. All contributions to this fund shall be made by the Employer.

The Union and the Employer agree to meet and establish an annuity/retirement savings plan for the employees. Once established, contributions shall be made retroactively to August 1, 2015.

SECTION 3. Employees, who are not qualified by reason of age or other factors, other than requirements of Section 4 of this Article, to participate and/or derive benefits under a Pension Plan or annuity/retirement savings plan, shall receive a tax/burden adjusted equivalent contribution equal to the current negotiated contribution amount, in addition to their regular wage in lieu of the pension contribution.

SECTION 4. Regular part-time employees who work over seventy (70) hours per month shall be covered by the provisions of this Article. If a regular part-time employee does not accumulate the seventy (70) hours, said employee shall be paid the stipulated rate as listed in the Classifications and Wages page of this Agreement.

SECTION 5. The Employer and the employee's 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 the parties mutually agree to for the purpose of providing retirement benefits to the employees covered by this Agreement.

SECTION 6. Upon receiving notice from Western States Office and Professional Employees Pension Trust Fund (the Fund), legal counsel, or either party, of a mass withdrawal, termination, insolvency or any regulatory take-over of the Fund, the parties agree to meet within three days to discuss requirements and actions to address continued participation in the Fund.

ARTICLE XXIV MODIFICATION

It is agreed by the parties to this Agreement, that in the event the laws, State or Federal, pertaining to the Union Security are changed by Congressional or Legislative Amendments, Court Decisions or Government or State Regulations or Decisions, they will immediately reopen this Agreement for negotiation on Union Security.

ARTICLE XXV ALTERATION AND VALIDITY OF AGREEMENT

SECTION 1. 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 provisions shall be superseded by the appropriate provisions of such laws or regulations, so long as same is in force and effect, and 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 shall meet to negotiate new contract language to replace the particular provision(s) aforementioned, if requested by either party.

SECTION 2. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer.

ARTICLE XXVI TERM OF AGREEMENT

All terms of this Agreement shall become effective the 1st day of August 2015, and shall continue 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 thirty-five (35) 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 17th day of July, 2015.

IN WITNESS WHEREOF, THE parties being duly authorized have hereunto set their official seals, duly attested, this 17th day of July, 2015.

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL #570 AFL-CIO**

Redacted by the U.S. Department of the Treasury

Michael C. Verbout
Business Manager/Financial Secretary
IBEW Local 570

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

Redacted by the U.S. Department
of the Treasury

Walter Allen Jr.
Executive Director / CEO
OPEIU Local 30

Redacted by the U.S. Department of
the Treasury

Mark A. Bailey
Business Agent
OPEIU Local 30

Redacted by the U.S. Department of the Treasury

Elvira V.M. Acosta
Negotiating Committee
OPEIU Local 30

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

319-0557
FEB 16 2011

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: IBEW Local 570
Contract Person: Berni Capara
Address: 750 S. Tucson Blvd.
City, State & Zip: Tucson, AZ 85716
Telephone: 520-622-6745

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.

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): IBEW Local 570.

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

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

2 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

FEB 16 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: Bernardine CAPARA

Title: Office Manager

Date Signed: 2/11/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

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

Print Name: Judith Zenk, Co-Chair

Date Signed: NOV 16 2011

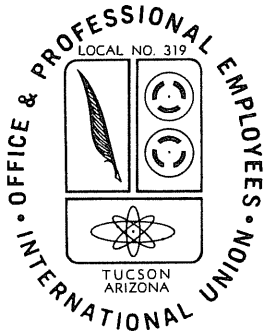
CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury

Print Name: Michael Parmelee, Co-Chair

Date Signed: NOV 16 2011

APR 26 2011

LOCAL NO. 319



OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

AMERICAN FEDERATION OF LABOR - CONGRESS OF INDUSTRIAL ORGANIZATIONS

CANADIAN LABOR CONGRESS

TUCSON, ARIZONA



April 20, 2011

*Need more
info on
rehab rate*

Jennifer Abbott, Senior Benefit Specialist
Western States Office & Professional Employees
Pension Fund – A & I Benefit Plan Administrators
1220 SW Morrison St., Ste 300
Portland, OR 97205

Dear Ms. Abbott:

It has come to my attention that you may have not received the enclosed copies of the following Agreements or Addendums thereto:

WS 0559 International Association of Machinists and Aerospace Workers Old Pueblo
Lodge No. 933 dated February 1, 2010

WS 0557 IBEW Local Union #570 – August 1, 2010 through July 31, 2013 & Addendum
Adopting the Western States Office & Professional Employees Pension Trust
Update Rehabilitation Plan schedule.

Thank you for your attention to the above and enclosed.

Sincerely,

Redacted by the U.S. Department of the Treasury

Elvira V.M. Acosta
Vice President OPEIU #319
750 S. Tucson Blvd.
Tucson, AZ 85716

Enclosures:



/evma
opeiu:319
all-cio
Tucson, AZ

LETTER OF ADDENDUM

Between

International Brotherhood of Electrical Workers Local #570

And

Office and Professional Employees International Union Local #319

It is hereby mutually agreed that effective August 1, 2010 the International Brotherhood of Electrical Workers Local #570 hereby adopts the Western States Office & Professional Employees Pension Trust Updated Rehabilitation Plan schedule.

This Agreement reached this 9th day of April 2010 by and between the parties.

International Brotherhood of
Electrical Workers Local #570

Redacted by the U.S. Department of the
Treasury

Jack A. Scott, Business Manager
And 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

WS 0591



A&I RECEIVED

JUL 16 2015

AGREEMENT

between

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

and

IBEW LOCAL 574

NOVEMBER 1, 2013 - OCTOBER 31, 2016

OPEIU Local 23 - 2602 N. Proctor, Ste. 203 - Tacoma, WA 98407
Phone: 253-472-8712 or 1-800-622-4631
FAX: 253-471-0506

5. The Employer shall grant leave(s) of absence without pay for a reasonable length of time upon the request of any employee with justifiable grounds. The request shall be in writing and submitted to the Employer one (1) full work-day prior to the absence.

6. It is the responsibility of the employee(s) to notify the Business Manager and request sick leave within the first two (2) hours of the first day of absence. In the event the Business Manager is not available, the Vice President is to be notified; if the Vice President cannot be contacted, the

Recording Secretary shall be contacted. If contact is not made within the prescribed time frames the employee will be carried in a leave without pay status absent reasonable justification.

7. In the event of the full-time employee's absence, the Business Manager or his alternates may call in the relief employee after the third day or sooner if the work load necessitates it.

ARTICLE 9 - HEALTH AND WELFARE BENEFITS

1. If employee is not otherwise covered, the Employer shall provide and pay the full cost of a dental plan for full-time employee and their family. The dental plan shall be Washington Teamsters Welfare Trust, Plan C.

2. If employee is not otherwise covered, the Employer shall provide and pay the full cost of a medical plan through Blue Cross or a mutually agreeable comparable plan for the full-time employee and one (1) dependent.

Any regular part-time employee working 70 hours or more per month shall be eligible for medical plan and dental for employee only.

3. The Employer shall pay into the Western States Office and Professional Employees Pension Fund, Three Dollars (\$3.00) per compensable hour for each bargaining unit employee for the purpose of providing retirement benefits for eligible employees pursuant to provisions of the Western States Office and Professional Employees Pension Plan. At the employee's option, a portion of wage increase may be diverted to pension contribution. Upon failure of the Employer to make any of the payments required by this Agreement, the Union may, ten days after written notification to the Employer of failure of such payments, undertake economic action against such defaulting Employer to enforce prompt payment, and such action shall not be deemed to be in violation of this Agreement or any of the provisions thereof.

4. At the employee's option, they may divert a portion of their annual increase to increase their pension contribution.

ARTICLE 10 – SENIORITY

1. New employees shall be on probation for 30 calendar days from the date of hiring.

2. During the 30-day probationary period, such employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Such employees may be terminated

OPEIU 23/IBEW 574 AGREEMENT

10

EXECUTED AT BREMERTON, WASHINGTON, the day and year first above written.

FOR THE EMPLOYER:

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO,
LOCAL NO. 574**

Redacted by the U.S. Department of the
Treasury

Samuel Smith
IBEW Local 574

FOR THE UNION:

**OFFICE AND PROFESSIONAL
INTERNATIONAL UNION, LOCAL 23,
AFL-CIO**

Redacted by the U.S. Department of the
Treasury

Allan Jacobson
Business Representative

opeiu:23
afl-cio
IBEW 574 AGR 2013 - 2016

Letter of understanding

Article 9 – Welfare and Pension

This Letter Agreement is by and between OPEIU Union Local #23 on behalf of its members and IBEW Local 574 and it should be considered as incorporated by reference as part of the Collective Bargaining Agreement effective dates November 1, 2013 through October 31, 2016. The Agreement is as follows:

Article 9, Section 3 – Pension

The Parties agree to adopt the updated rehabilitation plan.

Contributions shall be as follows:

The employer shall contribute into the Western States Office and Professional Employees Pension, Three Dollars (\$3.00) per compensable hour for each bargaining unit employees.

Effective November 1, 2013, the Employer agrees that the 75% Supplemental Contribution as defined by the Fund's Rehabilitation plan will be split between the employee and the employer as follows:

- 1) First 60% as previously agreed to in June of 2012 agreement and letter of understanding.
- 2) The additional Increase of 15% for 2013 to be split evenly between the employee and the employer.

Effective November 1, 2014, the Employer agrees that the 80% Supplemental Contribution as defined by the Fund's Rehabilitation plan will be split between the employee and the employer as follows:

- 1) First 60% as previously agreed to in June of 2012 Agreement and letter of understanding.
- 2) The additional increase of 15% for 2013 to be split evenly between the employee and the employer.
- 3) The additional 5% for 2014 to be split evenly between the employee and the employer.

The Union and the Employer effective April 1, 2014, and each subsequent year on April 1, may request in writing to reopen Article 9, Section 3 only.

Any reduction in the percentage of pension contribution during the term of the labor agreement will be acknowledged and any employee diverted contribution to cover part of the Supplemental Contribution for the Rehabilitation Plan will be restored to wages.

IBEW LOCAL 574

Redacted by the U.S. Department of the Treasury

BY:

Samuel Smith

IBEW 547 Business Manager

DATE: 11/9/14

OPEIU LOCAL 23

Redacted by the U.S. Department of the Treasury

BY:

Allan Jacobson

OPEIU 23 Business Manager

Date: 12/18/13

AGREEMENT TO ADOPT THE REHABILITATION PLAN

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

Parties: Office and Professional Employees International Union. Local 23, the "Union"; and International Brotherhood of Electrical Workers Local 574, the "Employer"

Effective Date: October 28, 2014

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

EMPLOYER APPROVAL

Redacted by the U.S. Department of the Treasury

Samuel Smith, President

Date: 11/10/14

UNION APPROVAL

Redacted by the U.S. Department of the Treasury

Alan Jacobson, Business Manager

Date: 11/10/14

100-0891

LETTER OF UNDERSTANDING

Article 9 – Welfare and Pension

This Letter Agreement is by and between OPEIU Union Local #23 on behalf of its members and IBEW Local 574 and it should be considered as incorporated by reference as part of the Collective Bargaining Agreement effective dates November 1, 2011 through October 31, 2013. The Agreement is as follows:

Article 9, Section 3 – Pension

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

Effective November 1, 2011, the employer shall contribute into the Western States Office and Professional Employees Pension fund, \$3.00 per hour on all hours of each bargaining unit employees hourly forth in Article 9 plus 45% of that amount per hour for the required 45% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

Effective November 1, 2012, the employer shall contribute into the Western States Office and Professional Employees Pension fund, \$3.00 per hour on all hours of each bargaining unit employees hourly base wage as set forth in Article 9 plus 60% of that amount per hour for the required 60% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

Effective November 1, 2013, the employer shall contribute into the Western States Office and Professional Employees Pension fund, \$3.00 per hour on all hours of each bargaining unit employees hourly base wage as set forth in Article 9 plus 75% of that amount per hour for the required 75% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

The Union and the Employer effective April 1, 2013, and each subsequent year on April 1, either party may request in writing to reopen Article 9, Section 3 only.

IBEW LOCAL 574

Redacted by the U.S.
Department of the Treasury

BY _____
Sam Smith

DATE 5/4/2012

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION LOCAL
NO. 23

Redacted by the U.S. Department of the
Treasury

BY _____
Cari Trussell

DATE 5/4/2012

opeiu:23
afl:cio

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

23-0594
FEB 14 2011

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: IBEW LOCAL 574
Contract Person: SAM SMITH
Address: 10049 KITSAP MALL BLVD NW STE 105
City, State & Zip: SILVERDALE, WA 98383
Telephone: (360) 492-3789

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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): 501 c(5) 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): IBEW Local 574

International Brotherhood of Electrical Workers 574
c. Employer elects to participate in the Plan as a contributing employer.

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

1 employees covered by the collective bargaining agreement; and

 employees who are not covered by the collective bargaining agreement.

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

Samuel W. Smith
Business Manager/President
2/8/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Judith Zenk, Co-Chair

NOV 03 2011

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

Redacted by the U.S. Department of the Treasury

Michael Parmelee, Co-Chair

NOV 03 2011

WS 0169
WS 0913
WS 0173
WS 1166

WS 0153
WS 4340
WS 1144
WS 0155

WS 1067
WS 0726

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

**TRADE UNION OFFICE AGREEMENT
ALAMEDA COUNTY**

And

RECEIVED
APR 06 2016

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

JULY 1, 2014 – JUNE 30, 2016



Bricklayers APPR OAKLAND =
Bricklayers JATC

July 1, 2014 – June 30, 2016

TRADE UNION OFFICE AGREEMENT - ALAMEDA COUNTY

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

WITNESSETH

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

ARTICLE 1. RECOGNITION

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

ARTICLE 2. UNION SECURITY

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

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

ARTICLE 11. CLASSIFICATIONS AND MINIMUM WAGE SCALES - continued

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

ARTICLE 12. PENSION PLAN

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

Effective 11/1/2009
\$6.25

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

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

ARTICLE 12. PENSION PLAN - continued

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

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

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

ARTICLE 13. TERMINATION PAY

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

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

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

ARTICLE 32. UNION ELECTIONS

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

ARTICLE 33. SUCCESSORS AND ASSIGNS

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

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

ARTICLE 34. INDUSTRIAL WELFARE COMMISSION ORDER

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

ARTICLE 35. DURATION OF AGREEMENT, PROVISIONS FOR AMENDMENT

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

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

FOR THE EMPLOYER:

**ALAMEDA BUILDING & CONST.
TRADES COUNCIL**

Redacted by the U.S.
Department of the Treasury

By: _____

Andreas Cluver
Secretary-Treasurer

Date: _____

2/23/16

**ALAMEDA LABOR COUNCIL,
AFL-CIO**

Redacted by the U.S. Department of the
Treasury

By: _____

Josie Camacho
Executive Secretary-Treasurer

Date: _____

2/27/16

FOR THE UNION:

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

Redacted by the U.S. Department of the
Treasury

By: _____

Tamara R. Rubyn
President/Business Manager

Date: _____

3/2/16

Redacted by the U.S. Department of the
Treasury

By: _____

Kelly Gschwend
Vice President/Business Representative

Date: _____

3-2-16

The Alameda Master Agreement covers the following Employers:

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

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

AGREEMENT TO EXTEND CONTRACT

Between

ALAMEDA MASTER TRADE UNION AGREEMENT,

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

And

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

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

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

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

**ALAMEDA MASTER TRADE UNION
AGREEMENT**

Redacted by the U.S.
Department of the Treasury

By: *[Signature]*
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: *[Signature]*
Kelly Gschwend
Vice President/Business Representative

Date: *6-27-16*

Redacted by the U.S. Department of the
Treasury

By: *[Signature]*
Jose Camacho,
Executive Secretary-Treasurer
Alameda Labor Council

Date: *6/27/16*

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

Western States Office and
Professional Employees
Pension Fund

09 - 4340
FEB 25 2011

Employer
Participation
Agreement

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

1. Employer Information.

Name: IBEW Local 595
Contract Person: Victor Uno
Address: 6250 Village Parkway
City, State & Zip: Dublin, CA 94568
Telephone: (925) 556-0595

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a (*insert form of business*): 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 595

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

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

5 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.

FEB 25 2011

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE: _____

Print Name: Victor K. Uno

Title: Business Manager

Date Signed: 2/25/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: Judith Zenk, Co-Chair

Date Signed: NOV 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 25 2011

WS0913

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

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

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

AGREEMENT TO ADOPT REHABILITATION PLAN

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

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

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

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

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

Effective Date: January 1, 2013

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

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

EMPLOYER APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title: Secretary-Treasurer

Date: 4/5/13

Redacted by the U.S. Department of the Treasury

Signature

Title: Exec. Sec. Treas.

Date: 4-5-13

UNION APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title: Vice President / Bus. Rep.

Date: 4/5/13

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

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

A & I RECEIVED

AUG 25 2015

WS 0516

COLLECTIVE BARGAINING AGREEMENT

Between

International Brotherhood of Electrical Workers
Local Union 640



And

Office and Professional Employees International Union
Local Union 30



May 1, 2015 through April 30, 2018

ARTICLE XXIII - GRIEVANCE AND ARBITRATION - Continued

- (d) The parties may singly or jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) qualified arbitrators. Upon receipt of the names, the parties will alternately strike names until only one (1) name remains. That party is to be the Arbitrator. Striking of the first name is to be decided by casting a lot.
- (e) The fees of the arbitrator or disinterested party shall be borne equally by both parties. The decision shall be final and binding on both parties. The Arbitrator or disinterested party shall have no authority to add to, subtract from, or modify in any manner the terms and conditions as set forth in this Agreement.

ARTICLE XXIV - PENSION

- Section 1. Effective May 1, 2012, the Employer agrees to contribute to the Western States Office and Professional Employees Pension Trust Fund a contribution on behalf of each employee in the amount of **TWO DOLLARS AND SIXTY CENTS (\$2.60) per hour worked.**
- Effective **October 24, 1988**, the Employer agrees to contribute to the National Electrical Benefit Plan a contribution on behalf of each employee in the amount of **THREE PERCENT (3%) of gross wages.** This is an additional benefit, over and above contributions to the Western States Office and Professional Employees Pension Trust Fund. The Employer contribution as provided for herein shall be made on eligible employees on the effective date, except for employees servicing their ninety (90) day probationary period. The contribution for probationary employees shall start on the first of the month following their ninety (90) day probationary period.
- Section 2. Regular part-time employees who work over seventy (70) hours per month shall be covered by the provisions of this Article.
- Section 3. The Employer and employees agree to be bound by the terms and provision of the Trust Agreement and amendments thereto, of the Western States Office and Professional Employees Pension Trust Fund.

ARTICLE XXIV - PENSION - Continued

Section 4. Effective May 1, 2012, the Employer agrees to contribute on behalf of each employee the surcharge amount listed in the Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the Contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in Section 1 of this Article.

ARTICLE XXV - 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 Number 30, AFL-CIO**, and under agreement with the Union. This card is to be the property of the Union.

ARTICLE XXVI - 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 XXVII - DURATION

This Agreement shall be in full force and effect on and after the 1st day of May, 2015, to and including the 30th day of April, 2018, and shall be automatically renewed from year to year, unless the Union or signatory Employer serves upon the other party a ninety (90) day written notice to modify, amend or terminate this Agreement prior to May 1, 2018. If agreement upon such amendments or modifications is not reached before the 30th day of April, 2018, this Agreement automatically terminates, unless, prior to that date, the parties, in writing, have agreed to extend this Agreement for a specified period of time.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized signatures to be subscribed hereto on the day and year first above written.

Approved by Employer Negotiating Committee: Office and Professional Employees International Union, Local Number 30.

Redacted by the U.S. Department of the Treasury

Dean Wine
Business Manager/
Financial Secretary
IBEW Local Union 640

Date: 4-28-2015

Redacted by the U.S. Department of the Treasury

Walter Allen, Jr.
Executive Director/CFO
OPEIU Local Union 30

Date: 5-7-15

**PLEASE NOTE THAT THE FOLLOWING LANGUAGE JUST REPRESENTS SAMPLE
LANGUAGE THAT IS USED BY SOME LOCAL AFFILIATES FOR CONTRACT LANGUAGE
PURPOSES, AND IS NOT REVIEWED BY AN ATTORNEY NOR ENDORSED BY A&I BENEFIT
PLAN ADMINISTRATORS, INC.**

"20.5 Effective with the April, 2010 hours paid, the Employer agrees to contribute on behalf of each employee the surcharge amount listed in the Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the Contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in Article 20.1."

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

**Employer
Participation
Agreement**

2050514

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

1. Employer Information.

FEB 18 2011

Name: IBEW Local 640
Contract Person: Dean Wine / Business Manager - Financial Secretary
Address: 5808 N. 7th Street
City, State & Zip: Phoenix, AZ 85014
Telephone: 602-264-4506

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.

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

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:
- a. Employer is a (*insert form of business*): Union Office.
Note: Partners and sole proprietors cannot participate in the Plan but partnerships and sole proprietorships may cover their employees.
 - b. Employer is doing business under the following name(s) (attach separate page if more space is needed): IBEW Local 640.
 - c. Employer elects to participate in the Plan as a contributing employer.
 - d. Employer now has the following employees (insert number):
4 employees covered by the collective bargaining agreement; and
0 employees who are not covered by the collective bargaining agreement.
 - e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.
 - f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.**
6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:
- a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.
 - b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**

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

APPROVAL OF PARTICIPATION AGREEMENT FEB 18 2011

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE: _____

Print Name: Dean Wine

Title: Business Manager / Financial Secretary

Date Signed: 02/10/2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: Judith Zenk, Co-Chair

Date Signed: NOV 16 2011

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: Michael Parmelee, Co-Chair

Date Signed: NOV 16 2011

WS 0288

A&I RECEIVED

JUL 28 2015

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS LOCAL UNION 68**



May 1, 2013 to and including April 30, 2016

*Change
↓
Aug 31, 2017
Term of agreement*

Secretary IV and/or Bookkeeper	\$21.25	\$21.45	\$21.75
-----------------------------------	---------	---------	---------

On March 1 of every year, the Employer will conduct a work performance review of any employee who has not reached the classification level of Secretary IV to evaluate the possible elevation to the next classification.

- 19.2 Premium pay of six percent (6%) per week over the above rates shall be paid by the Employer when the Employer places an employee in charge of the office. The premium pay shall be paid only during the time that the employee is specifically placed in charge.

The employees agree that they will create a Bookkeeping Procedure Manual; to be completed within a reasonable amount of time. They also agree that they will work at cross-training in all positions so that in the event an employee is absent from work there will be adequate coverage.

ARTICLE 20 – PENSION

- 20.1 The Employer agrees to contribute to the Western States Office and Professional Employees Pension Fund, the following contribution on behalf of each employee per hour paid for:

Effective	<u>5/1/08</u>
	\$2.15

- 20.2 The Employer contribution, as provided herein, shall be made on eligible employees on the effective date, except for the employees serving their thirty (30) 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.
- 20.3 If an employee is injured on the job, the Employer shall continue to pay the required contributions for a period of three (3) months following the end of the month in which the injury occurs. If an employee is on sick leave or personal leave of absence in excess of forty-five (45) working days, the Employer will not be required to pay into the fund after the first forty-five (45) working days, until the employee returns to work.
- 20.4 Regular or part-time employees who work seventy (70) or more hours per month shall be covered by the provisions of this Article. This shall not apply to extra help covering for vacation periods or sick leave which does not exceed thirty (30) days.

- 20.5 In addition, the Employer agrees to deduct from gross salary and remit to the Office and Professional Employees International Union Local #30 401(k) Retirement Plan any amount as may be properly authorized by the employee.
- 20.6 Effective with the January, 2010 hours paid, the Employer agrees to adopt the Western States Office and Professional Employees Pension Rehabilitation Plan. The Employer also agrees to contribute on behalf of each employee the surcharge amount listed in the Updated Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the Contribution Schedule change in any subsequent years, the Employer will adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in Article 20.1.

ARTICLE 21 – MATERNITY LEAVE

- 21.1 The Employer will establish reasonable rules to govern maternity leave in accordance with Title VII of the Civil Rights Act. Such rules shall be subject to the grievance and arbitration procedure set forth in Article 23, "Grievance and Arbitration".

ARTICLE 22 – TECHNOLOGICAL CHANGES

- 22.1 In the event of technological changes, such as but not limited to the introduction of data processing equipment, computers, or other automated machines, the Employer agrees to discuss such changes, and the rate of pay for such jobs, with the Union prior to the installation of such equipment.
- 22.2 In the event the Union and the Employer cannot reach Agreement on the rates of pay for new classifications established in accordance with this Article, then either party shall have the right to submit the dispute to the arbitration procedure set forth in Article 23, "Grievance and Arbitration".

ARTICLE 23 – GRIEVANCE AND ARBITRATION

- 23.1 All grievances shall be handled in the following manner:

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

ARTICLE 24 – SKILL UPGRADE

- 24.1 Employees are encouraged to take skill upgrade training after work hours. With mutual Agreement between the employee and the Employer on the course selection, the Employer will reimburse 100% of the cost including tuition, books, and supplies upon the successful completion of the course(s).
- 24.2 The Employer further agrees to reward skill upgrade training on courses of eight (8) or more hours with a \$200.00 bonus to be paid upon the successful completion of the course.
- 24.3 All employees will strive to cross train with other employees sufficiently to enable the continuous flow of business operation when an employee is absent from work.

ARTICLE 25 – PRE-EMPLOYMENT DRUG TESTING

- 25.1 Pre-employment drug testing may be performed, at the Employers expense, on all job applicants as a condition of employment. An applicant for employment taking a drug and alcohol screening test with a negative result and being accepted for employment by the Employer will receive a total payment of \$50.00.

ARTICLE 26 – TERM OF AGREEMENT

- 26.1 This Agreement shall be in full force and effect from the first day of May, 2013, to and including the thirtieth (30th) day of April, 2016, and shall continue in full force and effect from year to year thereafter, unless this Agreement is terminated or changed pursuant to the following conditions:
- A) If either party elects to terminate this Agreement, such party shall, on a date not less than sixty (60) days nor more than seventy-five (75) days prior to the expiration date of this Agreement, give written notice to the other party of intention to terminate, and by such action, this Agreement shall for all purposes terminate as of the expiration date of this Agreement.
 - B) If either party elects to change any of the provisions of this Agreement, such party shall, on a date not less than sixty (60) days nor more than seventy-five (75) days prior to the expiration date of this Agreement, give written notice to the other party.
 - C) If either party is served with notice 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.

In witness whereof, the parties named above have affixed the signature and title of their authorized representatives:

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

Redacted by the U.S.
Department of the Treasury

By: _____

Title: Executive Director

Date: 5-6-13

**INTERNATIONAL
BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL #68**

Redacted by the U.S. Department
of the Treasury

By: _____

Title: BM/FS

Date: 5/8/2013

Memorandum of Understanding
between
IBEW Local 68
and
OPEIU Local 30

The parties agree that there will be an extra wage increase as indicated below, and to extend the dates in duration to end August 31, 2017 not April 30, 2016.

ARTICLE 19 – CLASSIFICATION AND WAGES

Classification	5/1/2015 + \$0.30	6/1/2015 + 3.5%	5/1/2016 +3.7%
Secretary I	\$20.55	\$21.27	\$22.06
Secretary II	\$20.95	\$21.68	\$22.49
Secretary III	\$21.36	\$22.11	\$22.93
Secretary IV/ Bookkeeper	\$21.75	\$22.51	\$23.34

The above amendments shall become part of the current collective bargaining agreement upon execution of this Memorandum of Understanding.

For the Employer,

Redacted by the U.S. Department
of the Treasury

For the Union,

Redacted by the U.S.
Department of the
Treasury

Date

5/29/2015

Date

6-12-15



WS 0288

MEMORANDUM OF AGREEMENT

The undersigned parties agree to change the current collective bargaining agreement between Office and Professional Employees International Union and International Brotherhood of Electrical Workers Local Union 68, dated May 1, 2006 through April 30, 2009 as follows:

ARTICLE 20 – PENSION

20.6 Effective with the January, 2010 hours worked the Employer agrees to adopt the Western States Office and Professional Employees Pension Plan Supplemental Employer Contribution Schedule. Based on this decision, the Employer agrees that the current surcharge will be eliminated and the contribution rate will be increased to 26% over the current contribution rate and will then change yearly according to the Supplemental Employer Contribution Schedule as provided by the Trustees of the Western States Office and Professional Employees Pension Plan.

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL 5**

Redacted by the U.S. Department
of the Treasury

By: _____

Title: Business Representative

Date: January 7, 2010

/opeiu#5
afl-cio

**INTERNATIONAL
BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL
UNION 68**

Redacted by the
U.S.

By: _____

Title: Business Manager

Date: 1/07/2010



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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

I.B.E.W. LOCAL 76

AND

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

FOR THE PERIOD OF

DECEMBER 9, 2015 THROUGH AUGUST 31, 2019

AGREEMENT TO ADOPT THE REHABILITATION PLAN

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

Parties: Office and Professional Employees International Union, Local 8, the "Union";
and I.B.E.W. Local 76

Effective Date: December 9, 2015


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

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

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


EMPLOYER APPROVAL:

Redacted by the U.S. Department of the
Treasury


Dennis Callies
Business Manager

UNION APPROVAL:

Redacted by the U.S. Department of the
Treasury


Allan Jacobson
Union Representative

ADDENDUM "A"
OFFICE ASSISTANT

Effective 1/1/16 through 8/31/16

	Base Wage	Western State Pension Wage	Western State Pension Surcharge	Western State Total	PCPF Pension Wage	PCPF Recovery	PCPF Total	LU 76 Annuity	Total Package
	3.5% Increase to Base	Rate at 1/1/15 Wages	80% of Pension Rate		Rate at time of Recovery	239%		Flat Rate	
Start	\$17.40	\$0.84	\$0.67	\$1.51	\$1.14	\$1.58	\$2.72	\$1.22	\$22.85
1 Year	\$18.27	\$0.88	\$0.70	\$1.58	\$1.19	\$1.65	\$2.84	\$1.28	\$23.98
2 Year	\$19.18	\$0.93	\$0.74	\$1.67	\$1.25	\$1.74	\$2.99	\$1.34	\$25.19
3 Year	\$20.14	\$0.97	\$0.78	\$1.75	\$1.31	\$1.82	\$3.13	\$1.41	\$26.43
4 Year	\$21.15	\$1.02	\$0.82	\$1.84	\$1.38	\$1.92	\$3.30	\$1.48	\$27.76
5 Year	\$22.21	\$1.07	\$0.86	\$1.93	\$1.45	\$2.02	\$3.47	\$1.55	\$29.15
10 Year	\$24.43	\$1.18	\$0.94	\$2.12	\$1.59	\$2.21	\$3.80	\$1.71	\$32.06
15 Year	\$26.87	\$1.30	\$1.04	\$2.34	\$1.75	\$2.43	\$4.18	\$1.88	\$35.27
20 Year	\$29.56	\$1.43	\$1.14	\$2.57	\$1.93	\$2.68	\$4.61	\$2.07	\$38.81

No employee's base pay will be reduced due to the implementation of this new wage/benefit schedule.

Year 17.5 - \$500.00 Lump Sum Bonus

Year 22.5 - \$500.00 Lump Sum Bonus

Increase	Wages	PCPF Recovery
9/1/2016	3.5%	246%
9/1/2017	3.5%	250%
9/1/2018	3.5%	TBD

**ADDENDUM “A”
OFFICE ASSISTANT**

Effective 9/1/16 through 8/31/17

	Base Wage	Western State Pension Wage	Western State Pension Surcharge	Western State Total	PCPF Pension Wage	PCPF Recovery	PCPF Total	LU 76 Annuity	Total Package
	3.5% Increase to Base	Rate at 1/1/15 Wages	80% of Pension Rate		Rate at time of Recovery	246%		Flat Rate	
Start	\$18.01	\$0.84	\$0.67	\$1.51	\$1.14	\$1.66	\$2.80	\$1.22	\$23.54
1 Year	\$18.91	\$0.88	\$0.70	\$1.58	\$1.19	\$1.74	\$2.93	\$1.28	\$24.70
2 Year	\$19.85	\$0.93	\$0.74	\$1.67	\$1.25	\$1.83	\$3.08	\$1.34	\$25.95
3 Year	\$20.85	\$0.97	\$0.78	\$1.75	\$1.31	\$1.91	\$3.22	\$1.41	\$27.23
4 Year	\$21.89	\$1.02	\$0.82	\$1.84	\$1.38	\$2.01	\$3.39	\$1.48	\$28.60
5 Year	\$22.98	\$1.07	\$0.86	\$1.93	\$1.45	\$2.12	\$3.57	\$1.55	\$30.03
10 Year	\$25.28	\$1.18	\$0.94	\$2.12	\$1.59	\$2.32	\$3.91	\$1.71	\$33.03
15 Year	\$27.81	\$1.30	\$1.04	\$2.34	\$1.75	\$2.56	\$4.31	\$1.88	\$36.34
20 Year	\$30.59	\$1.43	\$1.14	\$2.57	\$1.93	\$2.82	\$4.75	\$2.07	\$39.98

No employee's base pay will be reduced due to the implementation of this new wage/benefit schedule.

Year 17.5 - \$500.00 Lump Sum Bonus

Year 22.5 - \$500.00 Lump Sum Bonus

Increase	Wages	PCPF Recovery
9/1/2017	3.5%	250%
9/1/2018	3.5%	TBD

**ADDENDUM “A”
OFFICE ASSISTANT**

Effective 9/1/17 through 8/31/18

	Base Wage	Western State Pension Wage	Western State Pension Surcharge	Western State Total	PCPF Pension Wage	PCPF Recovery	PCPF Total	LU 76 Annuity	Total Package
	3.5% Increase to Base	Rate at 1/1/15 Wages	80% of Pension Rate		Rate at time of Recovery	250%		Flat Rate	
Start	\$18.64	\$0.84	\$0.67	\$1.51	\$1.14	\$1.71	\$2.85	\$1.22	\$24.22
1 Year	\$19.57	\$0.88	\$0.70	\$1.58	\$1.19	\$1.79	\$2.98	\$1.28	\$25.41
2 Year	\$20.55	\$0.93	\$0.74	\$1.67	\$1.25	\$1.88	\$3.13	\$1.34	\$26.69
3 Year	\$21.58	\$0.97	\$0.78	\$1.75	\$1.31	\$1.97	\$3.28	\$1.41	\$28.01
4 Year	\$22.66	\$1.02	\$0.82	\$1.84	\$1.38	\$2.07	\$3.45	\$1.48	\$29.42
5 Year	\$23.79	\$1.07	\$0.86	\$1.93	\$1.45	\$2.18	\$3.63	\$1.55	\$30.90
10 Year	\$26.17	\$1.18	\$0.94	\$2.12	\$1.59	\$2.39	\$3.98	\$1.71	\$33.98
15 Year	\$28.79	\$1.30	\$1.04	\$2.34	\$1.75	\$2.63	\$4.38	\$1.88	\$37.38
20 Year	\$31.66	\$1.43	\$1.14	\$2.57	\$1.93	\$2.90	\$4.83	\$2.07	\$41.13

No employee's base pay will be reduced due to the implementation of this new wage/benefit schedule.

Year 17.5 - \$500.00 Lump Sum Bonus

Year 22.5 - \$500.00 Lump Sum Bonus

Increase	Wages	PCPF Recovery
9/1/2018	3.5%	TBD

LETTER OF AGREEMENT
BETWEEN
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 76
AND
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8

The International Brotherhood of Electrical Workers (IBEW) Local No. 76, hereinafter referred to as the "Employer" and the Office and Professional Employees International Union (OPEIU) Local No. 8, hereinafter referred to as the "Union," agree to the following:

- 1) Effective December 9, 2015, the Employer's monthly contribution into the Western States Office and Professional Employees Pension Fund of five percent (5%) of an employee's base hourly wage as of January 1, 2015, shall be converted to a flat dollar amount for each of the Pay Steps as follows:

Pay Steps	Base Wage Rates as of 1/1/15	Flat \$ Amount of 5% of each Pay Step	80% Western States Rehabilitation Supplemental Contribution	Employer's Total Hourly Contribution to Western States Pension
Start	16.81	.84	.67	1.51
1 Year	17.68	.88	.71	1.59
2 Year	18.54	.93	.74	1.67
3 Year	19.46	.97	.78	1.75
4 Year	20.42	1.02	.82	1.84
5 Year	21.45	1.07	.86	1.93
10 Year	23.64	1.18	.95	2.13
15 Year	25.96	1.30	1.04	2.34
20 Year	28.57	1.43	1.14	2.57

- 2) The Employer shall make contributions as described above on behalf of each bargaining unit employee for all compensable hours.
- 3) The Employer agrees to and shall be bound by all the terms, conditions and provisions of the Western States Office and Professional Employees Pension Fund 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.
- 4) All terms and conditions of the current Collective Bargaining Agreement (December 9, 2015 – August 31, 2019) remain in full force and effect.

EXECUTED in Tacoma, Washington this 30th day of June, 2016.

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 76

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 8

Redacted by the U.S. Department of the
Treasury

Redacted by the U.S. Department of the
Treasury

Dennis Callies
Business Manager

Allan Jacobson
Union Representative

WS 0225

A & I RECEIVED

Rec'd
5/23/12 ✓

LETTER OF UNDERSTANDING
Article XXII – Termination and Renewal

This Letter Agreement is by and between OPEIU Union Local #23 on behalf of its members and IBEW Local 76 and it should be considered as incorporated by reference as part of the Collective Bargaining Agreement effective dates May 1, 2009 through April 30, 2012. The Agreement is as follows:

Article 12 – Compensation Section 3 – Pension
The parties agree to adopt the updated rehabilitation plan.
Contribution shall be as follows:

5% OPEIU rate into the Western States Pension will remain at the 5/14/2009 rate and remain there for the term of the Labor Agreement

Effective January 1, 2010, the employer shall contribute into the Western States Office and Professional Employees Pension fund, 5% (percent) of each bargaining unit employees hourly base wage as set forth in Addendum "A" plus 15% of that amount per hour for the required 15% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

Effective May 1, 2010, the employer shall contribute into the Western States Office and Professional Employees Pension fund, 5% (percent) of each bargaining unit employees hourly base wage as set forth in Addendum "A" plus 15% of that amount per hour for the required 15% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

Effective May 1, 2011, the employer shall contribute into the Western States Office and Professional Employees Pension fund, 5% (percent) of each bargaining unit employees hourly base wage as set forth in Addendum "A" plus 30% of that amount per hour for the required 30% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

The Union and the Employer effective April 1, 2011, either party may request in writing to reopen Section 3 only.

Any reduction in the percentage of pension contribution during the term of the labor agreement will be diverted to wages.

IBEW LOCAL 76

BY

DATE

opeiu:23
afl:cio

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION LOCAL
NO. 23

BY

DATE

AUG 16 2010

LETTER OF UNDERSTANDING
Article XXII – Termination and Renewal

This Letter Agreement is by and between OPEIU Union Local #23 on behalf of its members and IBEW Local 76 and it should be considered as incorporated by reference as part of the Collective Bargaining Agreement effective dates May 1, 2009 through April 30, 2012. The Agreement is as follows:

Article 12 – Compensation Section 3 - Pension
The parties agree to adopt the updated rehabilitation plan.
Contribution shall be as follows:

5% OPEIU rate into the Western States Pension will remain at the 5/14/2009 rate and remain there for the term of the Labor Agreement

Effective January 1, 2010, the employer shall contribute into the Western States Office and Professional Employees Pension fund, 5% (percent) of each bargaining unit employees hourly base wage as set forth in Addendum "A" plus 15% of that amount per hour for the required 15% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

Effective May 1, 2010, the employer shall contribute into the Western States Office and Professional Employees Pension fund, 5% (percent) of each bargaining unit employees hourly base wage as set forth in Addendum "A" plus 15% of that amount per hour for the required 15% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

Effective May 1, 2011, the employer shall contribute into the Western States Office and Professional Employees Pension fund, 5% (percent) of each bargaining unit employees hourly base wage as set forth in Addendum "A" plus 30% of that amount per hour for the required 30% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

The Union and the Employer effective April 1, 2011, either party may request in writing to reopen Section 3 only.

Any reduction in the percentage of pension contribution during the term of the labor agreement will be diverted to wages.

IBEW LOCAL 76

BY

Redacted by the U.S.
Department of the Treasury

DATE

opeiu:23
afl:cio

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION LOCAL
NO. 23

BY

Redacted by the U.S. Department of the
Treasury

Carl Trussell

DATE

Western States Office and
Professional Employees
Pension Fund

WS 0325

Employer
Participation
Agreement

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

RECEIVED
AUG 17 2011

1. Employer Information.

Name: IBEW LOCAL #76
Contract Person: DENNIS CALLIES / BUSINESS MANAGER
Address: 3049 50 36th ST
City, State & Zip: TACOMA, WA. 98409
Telephone: 253-475-1192

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

AUG 17 1991

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 #76.
 - 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.**

AUG 1 3 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:

DENNIS R. CALLIES

Title:

BUSINESS MANAGER / FINANCIAL SECRETARY

Date Signed:

8/15/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE:

Print Name:

Judith Zenk, Co-Chair

Date Signed:

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



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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

I.B.E.W. 76 CREDIT UNION

AND

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

**FOR THE PERIOD OF
JANUARY 1, 2016 THROUGH DECEMBER 31, 2019**

made within seven (7) calendar days following receipt of the Employer's answer in Step 3. The federal mediator will have 30 days to attempt to mediate a resolution. If neither party takes action within seven (7) calendar days from the end of the thirty (30) day period, the matter will be considered dropped and no further action will be taken by either party regarding this grievance.

- Step 5. If the grievance is not settled on the basis of the foregoing procedures, either the Employer or the Union may submit the issue to arbitration within seven (7) calendar days following receipt of the written response from the Employer Representative. If the Employer and the Union fail to agree on an arbitrator, a list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. Once the panel is received, the parties will have five (5) working days to select the Arbitrator. The parties shall thereupon alternate in striking names from panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The Arbitrator shall confine himself/herself to the issue submitted for arbitration and shall have no authority to determine any other issue not submitted to him/her. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (½) of the fee for the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expense shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other party.

ARTICLE 14

WELFARE AND PENSION

Section 14.1 The Employer shall provide State Industrial Insurance coverage or equivalent for all employees.

Section 14.2 MEDICAL AND DENTAL. The Employer shall furnish IBEW Health and Welfare coverage, or comparable plan, for all full-time employees and families. The Employer shall pay the entire cost of this coverage at the rate as may be fixed from time to time. Employees compensated for eighty (80) hours or more the previous month shall be eligible for coverage.

Section 14.3 All part-time employees shall receive a lump sum payment equal to Two Dollars and fifteen cents (\$2.15) per hour for each hour worked during that month, such payment to be in lieu of Medical Coverage.

Section 14.4 PENSION. The Employer shall pay into the Western States Office and Professional Employees Pension Fund for each bargaining unit employee to provide retirement benefits pursuant to provisions of the Western States Office and Professional Employees Pension Fund. Payments shall be made by the 15th of the following month.

Effective January 1, 2016 - \$3.50 per compensable hour

Section 14.5 Upon failure of the Employer to make any of the payments required by this Agreement, the Union may, ten days after written notification to the Employer of failure of such payments, undertake economic action against such defaulting employer to enforce prompt payment, and such action shall not be deemed to be in violation of this Agreement or any provisions thereof.

Section 14.6 The employer shall contribute into a 401K or similar plan the amount per hour, as outlined in Schedule "A", of this agreement, for each compensated hour worked by their employees performing work covered by this Agreement.

ARTICLE 15

NONDISCRIMINATION

Section 15.1 The Employer agrees that he will not discriminate against an employee because of their activity as a member of the Union.

Section 15.2 Neither the Union nor the Employer in carrying out their obligations under this contract shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, sex, sexual orientation, disability, marital status, military status or age.

ARTICLE 16

COMPENSATION

Section 16.1 Employees will be classified in accordance with skills used and shall be paid not less than the minimum for such classification in accordance with the table of job classifications and rates of pay in Schedule "A" which is attached hereto and made a part of this Agreement. Employees shall receive wage increases in accordance with the automatic length of service provisions of Schedule "A." The step raises in Schedule "A" expressed in calendar months apply to part-time as well as full-time employees.

Section 16.2 Any position not covered by Schedule "A" or any positions which may be established during the life of this Agreement shall be subject to negotiations between the Employer and the Union. Such positions shall not be established and put into operation until such time as agreement is reached between the parties as to the classification and rate of pay for the position. In the event that the parties are unable to agree as to the classification and rate of pay for the job in question, such dispute shall be submitted to the arbitration procedure contained in this Agreement.

Section 16.3 Regular part-time employees shall be entitled to and shall receive vacations with pay, paid sick leave and any and all other benefits, unless specifically otherwise stated herein, on the same basis as regular full-time employees pro-rated to the number of hours worked per month.

ARTICLE 20

SUCCESSOR CLAUSE

Section 20.1 In the event the Employer shall, by merger, consolidation, or by any other means enter into an agreement with another Local, International or individual which, in whole or part, affects the existing appropriate collective bargaining unit, then the employer will give the Union thirty (30) day written notice of any such impending action.

Section 20.2 The Employer shall notify potential successors of the existence of this Agreement but shall not require potential successors to assume this Agreement.

Section 20.3 If any such merger, consolidation or other action will affect the terms of this Agreement, the Employer will request that the potential successor meet with the Union.

ARTICLE 21

TERMINATION AND RENEWAL

Section 21.1 This Agreement shall become effective January 1, 2016 and shall remain in effect until December 31, 2019, and shall thereafter automatically renew itself from year to year until either party shall give sixty (60) days' written notice prior to the anniversary date of his desire to terminate, modify, or change this contract. Upon the giving of such notice, the parties shall proceed to negotiate a new contract.

SIGNED THIS _____ day of _____, 2016.

FOR THE EMPLOYER:

I.B.E.W. #76 FEDERAL
CREDIT UNION

Redacted by the U.S. Department of the
Treasury

By _____

Mike Church
Board Chairman

Redacted by the U.S. Department of the
Treasury

By _____

Kelly Dornan
Secretary

FOR THE UNION:

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 8

Redacted by the U.S. Department
of the Treasury

By _____

Allan Jacobson
Union Representative

Redacted by the U.S. Department of the
Treasury

By _____

Suzanne Mode
Business Manager

AGREEMENT TO ADOPT THE REHABILITATION PLAN

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

Parties: Office and Professional Employees International Union. Local 8, the
"Union" and I.B.E.W. Local 76 Credit Union, the "Employer"

Effective Date: January 1, 2016

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

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

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

EMPLOYER APPROVAL

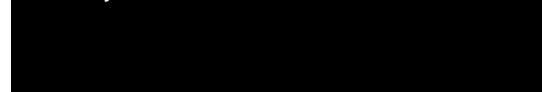
Redacted by the U.S. Department of the Treasury



Mike Church, President

UNION APPROVAL

Redacted by the U.S. Department of the Treasury



Allan Jacobson, Union Representative

psiel#1239/afi-cio

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

0987
FEB 17 2011

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: IBEW # 76 Federal Credit Union
Contract Person: MARILISA HOLLINGER
Address: 3049 S 36TH ST Suite 103
City, State & Zip: TACOMA WA 98516
Telephone: 253-475-6661

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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): FINANCIAL INSTITUTION.

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 # 710 Federal Credit Union

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.**

FEB 17 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: Theresa Hollinger
Print Name: Theresa Hollinger
Title: Manager
Date Signed: 2/14/11

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 1 6 2011

CO-CHAIR SIGNATURE: Redacted by the U.S. Department of the Treasury
Print Name: Michael Parmelee, Co-Chair
Date Signed: NOV 1 6 2011



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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MASTER TRADE SECTION

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

FOR THE PERIOD OF

APRIL 1, 2016 THROUGH MARCH 31, 2019

ARTICLE 15

PENSIONS

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

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

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

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

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

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

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

ARTICLE 22

TERMINATION AND RENEWAL

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

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

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

FOR THE MASTER TRADE SECTION

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

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

Suzanne Mode
Business Manager
Redacted by the U.S. Department of the Treasury

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

By _____
David Ciprut, REBOUND
Bargaining Committee
Redacted by the U.S. Department of the Treasury

By _____
Employer

By _____
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

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

FEB 14 2011
8-8 101

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: I.B.E.W., Local 89
Contract Person: Ray Egelhoff, Business Manager
Address: P.O. Box 3219
City, State & Zip: Arlington, WA 98223
Telephone: 360-657-1423

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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


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

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:
- a. Employer is a (*insert form of business*): Union Hall.
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): I.B.E.W., Local Union No. 89
 - c. Employer elects to participate in the Plan as a contributing employer.
 - d. Employer now has the following employees (insert number):
2 employees covered by the collective bargaining agreement; and
 employees who are not covered by the collective bargaining agreement.
 - e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.
 - f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.**
6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:
- a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.
 - b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

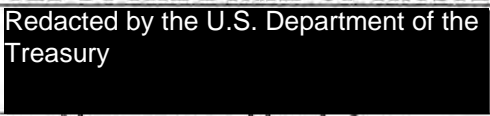
EMPLOYER SIGNATURE:  Redacted by the U.S. Department of the Treasury

Print Name: Ray Egelhoff

Title: Business Manager/Financial Secretary

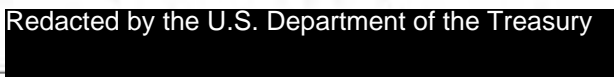
Date Signed: 2/10/11

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

OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

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

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

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

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

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

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

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

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 8

Redacted by the U.S. Department of the
Treasury

By Suzanne Mode
Business Manager

FOR THE TRADE SECTION EMPLOYERS

Redacted by the U.S.
Department of the Treasury

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

Trade Section Employers Participating in Western States Pension Fund

2016

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

#8133

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

#8111

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

#8222

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

#8152

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

#8155

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

#8240

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

#8181

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

#8253

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

#8109

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

#8101

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

#8255

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

#775

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

#8235

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

#8162

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

#8138

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

#8127

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

#8241

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

#8108

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

#8154

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

#8118

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

#8164

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

#8226

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

#8126

AGREEMENT

Between

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

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

And

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

November 1, 2010 – October 31, 2015



ARTICLE XVIII. RETIREES' HEALTH AND WELFARE PLAN -
continued

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

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

ARTICLE XIX. LONG AND SHORT TERM DISABILITY

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

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

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

ARTICLE XX. 401(k) PLAN

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

ARTICLE XXI. PENSION PLAN

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

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

ARTICLE XXVIII. TERM OF THE AGREEMENT

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

INTERNATIONAL LONGSHORE & WAREHOUSE UNION

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

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

By: _____
Tamara R. Rubyn
President/Business Manager

Date: 3-6-12

Date: _____

COAST LONGSHORE DIVISION

Redacted by the U.S. Department of
the Treasury
By: _____
Leal Sundet
Coast Committeeman

By: _____
Terry Keller
Business Representative

Date: 3/6/2012

Date: _____

ILWU-PMA BENEFIT PLANS

By: _____
Ray Ortiz Jr.
Trustee

Date: _____

By: _____
Michael Wechsler
Trustee

Date: _____

WS 8274

ILWA
Master

Article XXI Pension Plan

Add a new paragraph to read:

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

Tentative Agreement 10/6/2010

Redacted by the U.S. Department of the
Treasury

Redacted by the U.S.
Department of the Treasury

Leal Sundet (for the employers)

Terry Keller (for the Union)

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

**Employer
Participation
Agreement**

RECEIVED
DEC 16 2011
OPEIU 21

WS0596

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

1. Employer Information.

Name: International Longshore and Warehouse Union
Contract Person: Robert McEllrath, International President
Address: 1188 Franklin St, 4th Floor
City, State & Zip: San Francisco, CA 94109
Telephone: 415-775-0533

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:
- a. Employer is a (*insert form of business*): Labor Union.
Note: Partners and sole proprietors cannot participate in the Plan but partnerships and sole proprietorships may cover their employees.
 - b. Employer is doing business under the following name(s) (attach separate page if more space is needed): _____.
 - c. Employer elects to participate in the Plan as a contributing employer.
 - d. Employer now has the following employees (insert number):
5 employees covered by the collective bargaining agreement; and
18 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

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE: _____

Print Name: Robert McEllrath

Title: international President

Date Signed: December 14, 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: _____

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: Michael Parmelee, Co-Chair

Date Signed: _____

RECEIVED
DEC 20 2011

AGREEMENT

Between

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

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

And

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

November 1, 2010 – October 31, 2015



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ARTICLE XVIII. RETIREES' HEALTH AND WELFARE PLAN -
continued

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

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

ARTICLE XIX. LONG AND SHORT TERM DISABILITY

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

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

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

ARTICLE XX. 401(k) PLAN

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

ARTICLE XXI. PENSION PLAN

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

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

ARTICLE XXVIII. TERM OF THE AGREEMENT

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

INTERNATIONAL LONGSHORE & WAREHOUSE UNION

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

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

By: _____
Tamara R. Rubyn
President/Business Manager

Date: 3-6-12

Date: _____

COAST LONGSHORE DIVISION

Redacted by the U.S. Department of the
Treasury
By: _____
Leal Sundet
Coast Committeeman

By: _____
Terry Keller
Business Representative

Date: 3/6/2012

Date: _____

ILWU-PMA BENEFIT PLANS

By: _____
Ray Ortiz Jr.
Trustee

Date: _____

By: _____
Michael Wechsler
Trustee

Date: _____

WS 8274

ILWA
Master

Article XXI Pension Plan

Add a new paragraph to read:

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

Tentative Agreement 10/6/2010

Redacted by the U.S. Department of the Treasury

Redacted by the U.S.
Department of the Treasury

Leal Sundet (for the employers)

Terry Keller (for the Union)

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

WS 0597

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: International Longshore + Warehouse Union Local 10
Contract Person: Karlless Bailey III, Secretary/Treasurer
Address: 400 North Point
City, State & Zip: San Francisco CA 94133
Telephone: (415) 776-8100

2. Local Information.

Employer has a collective bargaining agreement with Local Union 39 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

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

☒ An existing Participating Employer to update Plan records.

☐ A new Participating Employer.

Effective date of coverage: _____

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

Effective date of coverage: _____

4. Coverage.

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

☒ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

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

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

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

A & I RECEIVED

DEC 20 2011

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

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

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): ILWU Local 10 ; International Longshore and Warehouse Union Local 10

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.**

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:

Forless Dailey III

Title:

Secretary / Treasurer

Date Signed:

12/16/11

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:

A & I RECEIVED
DEC 20 2011



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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**INTERNATIONAL LONGSHORE & WAREHOUSE
UNION LOCAL NO. 19**

AND

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

FOR THE PERIOD OF

JULY 1, 2014 THROUGH JUNE 30, 2019

Section 13.3(a) Should an employee covered by this Agreement become disabled, the Employer shall continue to pay health, welfare and pension contributions up to a maximum of three (3) years, which may be extended with approval from the Employer.

Section 13.3(b) The Employer may choose to have an independent medical evaluation done to determine the employee's medical status. If the parties are unable to agree, the decision will be referred to arbitration as per Article 20. The arbitrator's ruling shall be final and binding.

Section 13.4 Upon retirement, the Employer shall pay for a Medicare Supplemental Plan. If the employee has opted for early retirement (age 59.5 to 65), the Employer shall continue to pay health and welfare contributions until age 65 and the employee qualifies for Medicare. The employee must have at least thirteen (13) years of service to be eligible for these benefits.

ARTICLE 14

PENSIONS

Section 14.1 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 Office and Professional Employees Retirement Plan.

Section 14.2 Said contribution shall be made to the Office and Professional Employees Retirement Plan in the manner as 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.

Section 14.3 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.

Section 14.4 In addition to the above, employees may elect to participate in an ILWU 401(k) Retirement Plan if available, subject to the restrictions outlined by IRS regulations and percentage amount restricted by law.

Effective July 1, 2014 and for the life of this Agreement, the Employer shall contribute the below amounts per hour, for the employees covered by the Agreement, into the ILWU 401(k) Retirement Plan. The contributions shall be subject to the restrictions outlined by the IRS regulations and the percentage amount restricted by law.

July 1, 2014 - \$1 per hour
July 1, 2015 - \$1 per hour
July 1, 2016 - \$1 per hour
July 1, 2017 - \$1 per hour
July 1, 2018 - \$1 per hour

Section 14.5(a) Effective July 1, 2014, 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 contribution:

Effective July 1, 2014, the Employer shall contribute \$5.40 per compensable hour into the Western States Office and Professional Employees Pension Fund (\$3.00 hourly contribution plus \$2.40 per hour for the required 80% Supplemental Contribution as defined by the Fund's Rehabilitation Plan).

Section 14.5(b) Said contributions 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.

ARTICLE 15

SALARY SCHEDULE AND JOB CLASSIFICATIONS

Section 15.1(a) Effective July 1, 2014 and for the duration of this Agreement, the minimum starting salary rate shall be \$25.00 per hour.

All bargaining unit employees will receive the following wage increase to their hourly rate of pay:

Effective	7/1/14:	+\$1.00
Effective	7/1/15:	+\$1.00
Effective	7/1/16:	+\$1.00
Effective	7/1/17:	+\$1.00
Effective	7/1/18:	+\$1.00

provision by requiring the production of documents and other evidence.

Section 20.5 In the event either party fails to deliver to the other a signed agreement in writing to submit any question to arbitration within 96 hours after receipt of a request from the other to submit such question to arbitration, such party shall, notwithstanding any other provisions of this Agreement, have the right to strike, take economic or other appropriate action. By exercising its rights under this Section, neither party shall be deemed to have waived its right to proceed in the courts to compel the other to submit to arbitration.

ARTICLE 21

PICKET LINES

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

ARTICLE 22

TERMINATION AND RENEWAL

This Agreement shall be in full force and effect until June 30, 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 Section, 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 provision to the contrary notwithstanding.

EXECUTED at Seattle, Washington this _____ day of August 2015.

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

INTERNATIONAL LONGSHORE
WAREHOUSE UNION LOCAL NO. 19

Redacted by the U.S. Department of the
Treasury

By _____

Suzanne Mode
Business Manager

Redacted by the U.S. Department of
the Treasury

By _____

Cameron Williams
President

Redacted by the U.S.
Department of the
Treasury

By _____

Jason Gross
Vice President/LRC

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

APR 08 2011
12WU Local 19
WS 8252

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: DCS Apprenticeship & Training Trust
Contract Person: Douglas Wagner
Address: 6770 E Marginal Way S. Bldg. E
City, State & Zip: Seattle, WA 98108
Telephone: 206 762-7001 ext. 2

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): DC 5 Apprenticeship Training

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

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

3 employees covered by the collective bargaining agreement; and

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

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

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

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

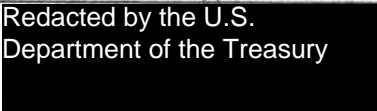
a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER


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

Print Name: Douglas Wagner

Title: Co-Chair

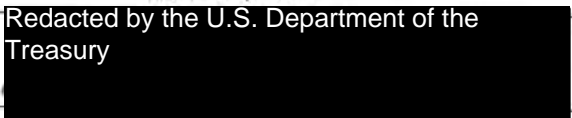
Date Signed: 3/31/2011

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

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

WS 8252

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: I.L.W.U. Local #19
Contract Person: Cam Williams
Address: 3440 East Marginal Way S
City, State & Zip: Seattle, WA 98134
Telephone: 206 623-7461

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AUG 15 2011

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:
- a. Employer is a (*insert form of business*): 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): I.L.W.U. Local #19.
 - c. Employer elects to participate in the Plan as a contributing employer.
 - d. Employer now has the following employees (insert number):
3 employees covered by the collective bargaining agreement; and
 employees who are not covered by the collective bargaining agreement.
 - e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.
 - f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.**
6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:
- a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.
 - b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

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

Print Name: Cam Williams

Title: President

Date Signed: August 10, 2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

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

Print Name: Judith Zenk, Co-Chair

Date Signed: 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
AUG 15 2011

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

OPEIU LOCAL 11

APR 13 2016

RECEIVED

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. EDUCATION

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

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

ARTICLE 17. NON-DISCRIMINATION

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

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

ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31st day of March 2016:

UNITED LABOR UNION ASSOCIATION

Redacted by the U.S. Department of the
Treasury

Gary Young/Business Manager IBEW Local 48
ULUA - President

Redacted by the U.S.
Department of the Treasury

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

Redacted by the U.S.
Department of the
Treasury

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

Redacted by the U.S. Department
of the Treasury

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

Redacted by the U.S. Department of the
Treasury

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

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the
Treasury

Maureen Colvin /Union Representative
OPEIU Local 11

Redacted by the U.S. Department of the
Treasury

Donna Allen/Member
OPEIU Local 11

Redacted by the U.S. Department of
the Treasury

Laura Robbins/Member
OPEIU Local 11

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. NON-DISCRIMINATION

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

MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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

SIGNED this 30th day of SEPTEMBER 2010.

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S.
Department of the
Treasury

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

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

Maddelyn Elder/President CWA Local 7901
ULUA-Negotiating Team

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

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

Redacted by the U.S. Department of the Treasury

Maureen Bower/Union Representative
OPEIU Local 11

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

Redacted by the U.S. Department of the Treasury

Laura Gustafson/Member
Local 11

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

**Employer
Participation
Agreement**

2920

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

FEB 10 2011

1. Employer Information.

Name: ILWU LOCAL 40
Contract Person: Dane Jones
Address: 2401 NW 23rd Ave
City, State & Zip: Portland, OR
Telephone: 503. 221. 0342

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a (insert form of business): 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): ILWU LOCAL 40

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

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

1 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S.
Department of the Treasury

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

11 DAME JONES
SECRETARY - TREASURER / BUSINESS ACCOUNT
2-8-2011

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: _____

Print Name: _____

Date Signed: _____

Redacted by the U.S. Department of the
Treasury

Michael Parmelee, Co-Chair
NOV 16 2011



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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MASTER TRADE SECTION

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

FOR THE PERIOD OF

APRIL 1, 2016 THROUGH MARCH 31, 2019

ARTICLE 15

PENSIONS

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

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

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

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

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

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

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

ARTICLE 22

TERMINATION AND RENEWAL

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

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

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

FOR THE MASTER TRADE SECTION

Redacted by the U.S. Department of the Treasury

Redacted by the U.S. Department of the Treasury

By

Suzanne Mode
Business Manager

By

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

Redacted by the U.S. Department of the Treasury

By

David Ciprut, REBOUND
Bargaining Committee

By

Employer

Redacted by the U.S. Department of the Treasury

By

Fred Hutchins, IBEW Local 77
Bargaining Committee

Redacted by the U.S. Department of the Treasury

By

Traci Miller, Heat & Frost Insulators Local 7
Bargaining Committee

Redacted by the U.S. Department of the Treasury

By

Carol O'Neill, Sprinkler Fitters Local 699
Bargaining Committee

Redacted by the U.S. Department of the Treasury

By

Tyler Walser, IBEW Local 77
Bargaining Committee

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

8- 8235

FEB 28 2011

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: ICWM Local 52
Contract Person: David Black
Address: 2414 SW Anderson St. suite F.100
City, State & Zip: Seattle, WA 98106
Telephone: 206-728-1948

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: 10/10/2001
☐ A new group of Employees of an existing Participating Employer.
Effective date of coverage: _____

4. Coverage.

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE: _____

Print Name: _____

DAVID BLACK

Title: _____

Business Agent - Secretary - Treasurer

Date Signed: _____

2.23.2011

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

FEB 28

OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

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

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

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

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

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

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

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

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 8

Redacted by the U.S. Department of the
Treasury

By _____
Suzanne Mode
Business Manager

FOR THE TRADE SECTION EMPLOYERS

Redacted by the U.S.
Department of the Treasury

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

Trade Section Employers Participating in Western States Pension Fund

2016

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

#8133

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

#8111

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

#8222

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

#8152

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

#8155

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

#8240

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

#8181

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

#8253

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

#8109

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

#8101

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

#8255

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

#775

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

#8235

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

#8162

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

#8138

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

#8127

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

#8241

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

#8108

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

#8154

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

#8118

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

#8164

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

#8226

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

#8126

AGREEMENT

Between

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

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

And

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

November 1, 2010 – October 31, 2015



A & I RECEIVED

ARTICLE XVIII. RETIREES' HEALTH AND WELFARE PLAN -
continued

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

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

ARTICLE XIX. LONG AND SHORT TERM DISABILITY

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

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

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

ARTICLE XX. 401(k) PLAN

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

ARTICLE XXI. PENSION PLAN

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

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

ARTICLE XXVIII. TERM OF THE AGREEMENT

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

INTERNATIONAL LONGSHORE & WAREHOUSE UNION

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

Redacted by the U.S. Department of the
Treasury

By: _____
William E. Adams
Secretary-Treasurer

By: _____
Tamara R. Rubyn
President/Business Manager

Date: 3-6-12

Date: _____

COAST LONGSHORE DIVISION

Redacted by the U.S. Department of
the Treasury

By: _____
Leal Sundet
Coast Committeeman

By: _____
Terry Keller
Business Representative

Date: 3/6/2012

Date: _____

ILWU-PMA BENEFIT PLANS

By: _____
Ray Ortiz Jr.
Trustee

Date: _____

By: _____
Michael Wechsler
Trustee

Date: _____

WS 8274

ILWA
Master

Article XXI Pension Plan

Add a new paragraph to read:

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

Tentative Agreement 10/6/2010

Redacted by the U.S. Department of the
Treasury

Redacted by the U.S.
Department of the Treasury

Leal Sundet (for the employers)

Terry Keller (for the Union)

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

WS-0596

**Employer
Participation
Agreement**

MAR 18 2011

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

1. Employer Information.

Name: WAREHOUSE UNION LOCAL 6, ILWU
Contract Person: MARILYN P. ILAGAN OR FRED PECKER
Address: 99 HEGENBERGER ROAD
City, State & Zip: OAKLAND, CA 94621
Telephone: 510-678-5605

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

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

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

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

Redacted by the U.S.

Department of the _____ 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 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

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

MARILYN P. ILBERN
BOOKKEEPER
3/16/2011

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

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

Michael Parmelee, Co-Chair

NOV 16 2011

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

OPEIU LOCAL 11

APR 13 2016

RECEIVED

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. EDUCATION

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

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

ARTICLE 17. NON-DISCRIMINATION

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

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

ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31st day of March 2016:

UNITED LABOR UNION ASSOCIATION

Redacted by the U.S. Department of the Treasury

Gary Young/Business Manager IBEW Local 48
ULUA - President

Redacted by the U.S.
Department of the Treasury

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

Redacted by the U.S.
Department of the Treasury

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

Redacted by the U.S. Department of
the Treasury

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

Redacted by the U.S. Department of the
Treasury

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

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the
Treasury

Maureen Colvin /Union Representative
OPEIU Local 11

Redacted by the U.S. Department of the
Treasury

Donna Allen/Member
OPEIU Local 11

Redacted by the U.S. Department of
the Treasury

Laura Robbins/Member
OPEIU Local 11

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. NON-DISCRIMINATION

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

MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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

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

Redacted by the U.S.
Department of the
Treasury

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

Redacted by the U.S. Department of
the Treasury

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

Redacted by the U.S.
Department of the

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

Redacted by the U.S. Department of the
Treasury

Maureen Bower/Union Representative
OPEIU Local 11

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S.
Department of the

Sharon Allen/Member
Local 11

Redacted by the U.S. Department of
the Treasury

Maddyn Elder/President CWA Local 7901
ULUA-Negotiating Team

Redacted by the U.S. Department
of the Treasury

Laura Gustafson/Member
Local 11

Redacted by the U.S. Department of
the Treasury

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

Ratified by ballot vote 8/26/10

ULUA 2013 – Page 18

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

11-2380
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")¹ for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: International Longshore & Warehouse Union (ILWU) Local 8
Contract Person: Bruce Holte
Address: 2435 NW Front Avenue
City, State & Zip: Portland, Oregon 97209
Telephone: 503-224-9310

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

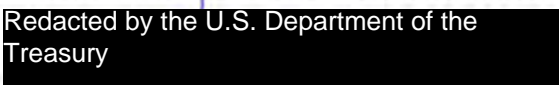
¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:
- a. Employer is a (*insert form of business*): Labor 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): ILWU Local 8
International Longshore & Warehouse Union, Local 8
 - c. Employer elects to participate in the Plan as a contributing employer.
 - d. Employer now has the following employees (insert number):
2 employees covered by the collective bargaining agreement; and
 employees who are not covered by the collective bargaining agreement.
 - e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.
 - f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.**
6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:
- a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.
 - b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

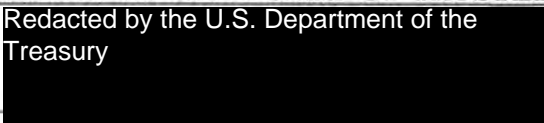
EMPLOYER SIGNATURE:  Redacted by the U.S. Department of the Treasury

Print Name: Bruce A. Holte

Title: Secretary/Treasurer

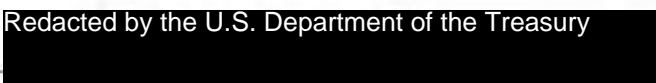
Date Signed: 02/14/2011

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

AGREEMENT

Between

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

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

And

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

November 1, 2010 – October 31, 2015



A & I RECEIVED

ARTICLE XVIII. RETIREES' HEALTH AND WELFARE PLAN -
continued

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

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

ARTICLE XIX. LONG AND SHORT TERM DISABILITY

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

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

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

ARTICLE XX. 401(k) PLAN

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

ARTICLE XXI. PENSION PLAN

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

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

ARTICLE XXVIII. TERM OF THE AGREEMENT

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

INTERNATIONAL LONGSHORE & WAREHOUSE UNION

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

Redacted by the U.S. Department of the
Treasury

By: _____
William E. Adams
Secretary-Treasurer

By: _____
Tamara R. Rubyn
President/Business Manager

Date: 3-6-12

Date: _____

COAST LONGSHORE DIVISION

Redacted by the U.S. Department of the
Treasury

By: _____
Leal Sundet
Coast Committeeman

By: _____
Terry Keller
Business Representative

Date: 3/6/2012

Date: _____

ILWU-PMA BENEFIT PLANS

By: _____
Ray Ortiz Jr.
Trustee

Date: _____

By: _____
Michael Wechsler
Trustee

Date: _____

WS 8274

ILWA
Master

Article XXI Pension Plan

Add a new paragraph to read:

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

Tentative Agreement 10/6/2010

Redacted by the U.S. Department of the
Treasury

Redacted by the U.S. Department
of the Treasury

Leal Sundet (for the employers)

Terry Keller (for the Union)

APR 14 2011

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

MAR 31 2011

**Employer
Participation
Agreement**

29-
0599

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

**Ship Clerks' Association
Local 34, I.L.W.U.
4 Berry Street
San Francisco, CA 94107**

1. Employer Information.

Name: _____
Contract Person: Allen Fung
Address: _____
City, State & Zip: _____
Telephone: 415-362-8852

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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