

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

SECOND SUSPENSION APPLICATION

Exhibit 15
(Part 8 of 12)

ARTICLE 11. CLASSIFICATIONS AND MINIMUM WAGE SCALES *(continued)*

- (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-four (24) months.
- (j) Work in a higher classification is to be paid at the higher rate of pay 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 questions, the dispute shall be resolved in accordance with the provisions of subsection (b) of Article 29 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.
- (m) Wages will be reopened November 1, 2014 and November 1, 2015.

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 permanent eligible employee working under this Agreement the sum of ninety-eight (98) cents per hour for part-time employees. All part-time employees' pension contributions shall not exceed the weekly rate for regular full-time employees. Employer agrees to contribute the sum of Eighteen Dollars and seventy-two cents (\$18.72) per week for all regular full-time employees.
- (b) Eligibility coverage under the plan shall be that employees shall have contributions made on their behalf for all hours paid.
- (c) The Employer shall pay an amount equal to 21% of the full-time employees' salaries into the Trust Fund known as "Office and Professional Employees International Union Pension Plan".
- (d) 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 12. PENSION PLAN (continued)

- (e) The Employer shall pay contributions on behalf of each bargaining unit employee as defined in the incorporated rate of the Supplemental Employer Contribution Schedule, as defined by the Trustees for the Pension Plan.
- (f) Pension will be reopened November 1, 2104 and November 1, 2015.

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) weeks notice in writing or one weeks 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 shall 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 six (6) months.
- (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 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 14. SEVERANCE PAY

In the event of a merger, amalgamation of job positions or office closure directly causing the abolishment of a job, the employee(s) shall receive one (1) weeks pay for each year of employment with a maximum severance pay of ten (10) weeks where the employee is not immediately employed by the resultant Union or offered reasonable employment, and where the employee(s) is not eligible for full Social Security retirement benefits. This article shall not apply to new hires until they are employed five (5) years.

ARTICLE 36. DURATION OF AGREEMENT, PROVISIONS FOR AMENDMENT

This Agreement, together with all provisions herein set forth, shall continue in full force and effect from November 1, 2013, through October 31, 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.

**FOR THE EMPLOYER
OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, 29 AFL-CIO, CLC**

Redacted by the U.S. Department of the Treasury

By: _____

Tamara R. Rubyn,
President/Business Manager

Date: 11/13/14

Redacted by the U.S.
Department of the Treasury

By: _____

Kelly Gschwend
Vice President/Business Representative

Date: 11-13-14

**FOR THE UNION
COMMUNICATION WORKERS
OF AMERICA**

Redacted by the U.S.
Department of the Treasury

By: _____

Valerie Reyna
Staff Representative
CWA District 9

Date: 11-14-14

Redacted by the U.S. Department
of the Treasury

By: _____

Lily V. Muñoz
Bargaining Committee Member

Date: 11/13/14

TR/lm(CWA94152013)
cwa:9415/afl-cio

Office & Professional Employees International Union | Local 29

AFL-CIO & CLC

WS0774

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

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

AGREEMENT TO ADOPT REHABILITATION PLAN

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

Parties: OPEIU LOCAL 29, the "Union; and
OPEIU LOCAL 29, the "Employer"

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

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

Effective Date: February 1, 2014

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: President Business Manager

Date: 4/24/14

UNION APPROVAL

Redacted by the U.S. Department of the Treasury

Signature

Title: President Business Manager

Date: 4/24/14

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

Western States Office and
Professional Employees
Pension Fund

MAR 08 2011

29-6774 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: OPEIU LOCAL 29
Contract Person: TAMARA R. RUBY, PRESIDENT / BUSINESS MGR
Address: 1321 HARBOUR BAY PARKWAY Suite 104
City, State & Zip: ALAMEDA CA 94502
Telephone: 510 995 1429

2. Local Information.

Employer has a collective bargaining agreement with Local Union 9415 (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): _____

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

7 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 08 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:

William R. Ryan

Title:

President / Business Manager

Date Signed:

3/7/11

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

MAR 08 2011

FEB 17 2011

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

EMPLOYER PARTICIPATION AGREEMENT

ATTACHMENT B: NONBARGAINING UNIT EMPLOYEES

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

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

Classification: _____

Total number of employees not covered by a CBA: 0

Total number of employees in the classification: 1

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

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

4. Contribution rate for nonbargaining unit employees: _____

EMPLOYER SIGNATURE:

Redacted by the U.S. Department of the Treasury

Print Name:

Robert Perrone

Title:

Executive Director

Date:

2/14/11

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

WS 0702

0702

OP 30

✓

CWA CONTRACT

O.P.E.I.U. LOCAL 30

CLERICAL EMPLOYEES

September 1, 2012 through August 31, 2017

A & I RECEIVED
NOV 2 2012

ar:opeiu: 537 af-cio. clc/Local 30 2012/doc

ARTICLE 22 - CWA C.O.P.E.

The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for CWA Committee On Political Education (COPE) fund. Such voluntary contributions shall be forwarded to CWA Local 9000 monthly by check payable to CWA COPE-PCC, along with a listing of persons who donated such monies.

ARTICLE 23 - DURATION

This Agreement shall be in full force and effect on and after the FIRST day of SEPTEMBER, 2012, to and including the 31st OF AUGUST, 2017; and shall be renewed from year to year unless the Union or Employer serves upon the other a sixty (60) day written notice of desire to modify, amend or terminate this Agreement.

IN WITNESS WHEREOF, THE PARTIES BEING DULY AUTHORIZED HAVE
HEREUNTO SET THEIR OFFICIAL SEALS, DULY ATTESTED, THIS _____ DAY OF
_____.

Redacted by the U.S. Department
of the Treasury

Walter Allen, Jr., ~~Ex. Director~~/CFO
OPEIU Local 30

Redacted by the U.S. Department of the
Treasury

Pandora Allen, Secretary-Treasurer
Communications Workers of America,
Local 9003 AFL-CIO, CLC

EXHIBIT C

PENSION-RETIREMENT FUND

SECTION 1. Effective **September 1, 2012**, the sum of **\$3.50** per hour shall be paid by the Employer into the Office and Professional Employees International Union Local 30/537 Retirement Plan for each eligible employee.

SECTION 2. Such payments also shall be made for employees on paid vacations, holidays or sick leave.

SECTION 3. The Employer and the Union by executing this Agreement agree to be bound by all of the provisions of the applicable documents and the Agreement of Trust dated the 1st day of June, 1962, including any modifications or amendments thereto, and further agree that the Fund's Board of Trustees is authorized to represent the parties to this Agreement and the employee beneficiaries thereto.

It is agreed that the above obligations exist without necessity of executing any additional written instrument.

SECTION 4. With a minimum of thirty (30) days' notice, the Employer may offer a 401(k) plan in addition to any other pension plans already in effect. The terms and conditions of said 401(k) plan shall be determined by the employer.

SECTION 5. Effective September 1, 2010 the Employer shall contribute 12% of gross wages to the Western States Office & Professional Employees Pension Plan for all eligible employees.

LETTER OF UNDERSTANDING

To ensure proper funding levels and coverage for bargaining unit members covered under the Western States Office and Professional Employees Pension Fund (FUND), the parties agree as follows:

Effective with the April 2010 hours paid, the Employer agrees to contribute on behalf of each employee covered by the Fund, 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 Contributions Schedule change in the subsequent year of this agreement 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 Exhibit C, Section I.

AGREED, OPEIU LOCAL 30

Redacted by the U.S.
Department of the Treasury

BY: _____
Walter Allen, JN Executive Director/CFO

DATE 10-8-12

AGREED, CWA LOCAL 9003

Redacted by the U.S. Department of the
Treasury

BY: _____
Pandora Allen, Secretary-Treasurer

DATE: 9/24/12

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

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: OPEIU Local 30
Contract Person: Walter Allen or Charlotte Kilgore
Address: 705 W. Arrow Hwy 2nd floor
City, State & Zip: Claremont, Ca 91711
Telephone: 909-624-0199

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

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

Print Name: Charlotte Kilgore

Title: Bookkeeper / Office Manager

Date Signed: 3/9/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

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

Print Name: Judith Zenk, Co-Chair

Date Signed: NOV 16 2011

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

Print Name: Michael Parmelee, Co-Chair

Date Signed: NOV 16 2011

8 + 23 merge



ADPko notes
9-1-13

OPEIU Local 23
WSOATS

OPEIU Local 8
WSOATS
OP23

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

LOCAL NO. 23, AFL-CIO *Union*

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

LOCAL NO. 8, AFL-CIO *— employees*

FOR THE PERIOD OF

SEPTEMBER 1, 2013 THROUGH AUGUST 31, 2016

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

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.

The Employer agrees to provide employee information as may be needed by the Administrator of the Plan including information that may be needed to complete any required IRS discrimination tests.

ARTICLE 17 – PENSIONS

Section 17.1. 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 Western States Office and Professional Employees Pension Fund. The Employer shall make the following contributions:

- a. Effective September 1, 2013: The Employer shall contribute \$6.12 per compensable hour into the Western States Office and Professional Employees Pension Fund (\$3.40 hourly contribution and \$2.72 per hour for the required 80% Supplemental Contribution as defined by the Fund's Rehabilitation Plan) into the Western States Office and Professional Employees Pension Fund on behalf of all eligible Staff, not to exceed thirty-five (35) hours in any week.

Section 17.2. Said contribution shall be made to the Western States Office and Professional Employees Pension Fund in the manner as set forth in the Trust Agreement of said Trust. 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 17.3. Effective September 1, 2009, one dollar and ten cents (\$1.10) per compensable hour shall be made by the Employer for each regular full-time and each regular part-time employee covered by this Agreement to a Supplemental Pension or IRA Fund as agreed by employees.

The parties agree to reopen this Section only for negotiations in December 2014.

ARTICLE 18 – NON-DISCRIMINATION

Section 18.1. The Employer agrees that he/she will not discriminate against an employee because of his/her activity as a member of the Office and Professional Employees International Union, Local No. 23.

Section 18.2. Neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, sex, age, sexual orientation, religion, ancestry, marital status, political ideology, or the presence of a sensory, mental or physical handicap subject to occupational requirements and the ability to perform the job.

ARTICLE 24 – TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from September 1, 2013, through August 31, 2016, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided that, in the event the Union serves written notice in accordance with this 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 contrary notwithstanding.

EXECUTED the 31st of January 2014.

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

Redacted by the U.S. Department of the
Treasury

By

Suzanne Mode
Business Manager

Redacted by the U.S. Department
of the Treasury

B

Cynthia Schu
Organizing Director/Secretary-Treasurer

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 23,
AFL-CIO

Redacted by the U.S. Department of the
Treasury

By

Allan Jacobson
Business Manager

By

Redacted by the U.S.
Department of the Treasury

Betty Devereaux
Bargaining Committee

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

**Employer
Participation
Agreement**

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

1. Employer Information. *Office and Professional Employees*

Name: International Union Local No 8
Contract Person: Suzanne Mode, Business Mgr
Address: 2800 - 1st Ave #304
City, State & Zip: Seattle, WA 98121-1114
Telephone: (206) 441-8880

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.

- 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: _____

Suzanne Mode

Business Mgr

8/12/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Judith Zeink, 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

A&I RECEIVED
AUG 17 2011

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

EMPLOYER PARTICIPATION AGREEMENT

ATTACHMENT B: NONBARGAINING UNIT EMPLOYEES

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

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

Classification: Business Manager 4th
Director of Organizing

Total number of employees not covered by a CBA: 2

Total number of employees in the classification: _____

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

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

Such employees are considered
management

4. Contribution rate for nonbargaining unit employees: _____

EMPLOYER SIGNATURE: _____

Redacted by the U.S. Department of the Treasury

Print Name: _____

Title: _____

Date: _____

Suzanne Made

Business Mgr

8/12/11

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

A&I REC-
AUG 17 2011

COLLECTIVE BARGAINING AGREEMENT

between

**International Union of Operating Engineers,
Local No. 428**

and

**Office & Professional Employees International Union, Local
No. 30**



May 1, 2015 through April 30, 2017

the Federal Mediation and Conciliation Service, within (10) days after the conclusion of the Step Two meeting.

Step Four: If the grievance is not settled in Step Three the matter shall then be submitted to the Federal Mediation and Conciliation Service with a request to furnish the names of five (5) persons qualified to act as mediators. When said list has been presented the Union and the Employer shall each reject two (2) names on the list. The remaining or fifth (5th) person shall be selected as an arbitrator.

The decision of the arbitrator shall be final and binding upon the parties. Nothing contained herein may be interpreted to permit or grant power to the arbitrator to alter, amend, modify or otherwise change any term or condition of the collective bargaining agreement. The arbitrator's fees shall be borne equally by the parties.

ARTICLE XXII - PENSION

Section 1. Effective May 1, 2015, the Employer agrees to contribute to the Western States Office and Professional Employees Pension Trust Fund the amount of one dollar and ten cents (1.10) cents per hour worked on behalf of all employees.

The Employer agrees to continue his portion of the total contribution to the General Pension Fund of the International Union of Operating Engineers on behalf of all employees. The Employers contributions shall be made on the effective date hereof, except for employees serving their one-hundred-eighty (180) day probationary period in whose cases contributions shall begin on the first of the month following the completion of their one-hundred-eighty (180) day probationary period but will be retroactive to their ninety-first (91) day of employment.

Section 2. The provisions of this Article shall apply to all employees not presently covered by another pension plan which is completely Employer paid.

Section 3. Regular part-time employees who work three (3) days per week or ninety-six (96) hours or more per month shall be covered by the provisions of this Article.

Section 4. The Employer and the employees agree to be bound by the terms and provisions of the trust agreement and amendments thereto, of the Western states Office and Professional Employees Trust Fund and its rehabilitation plan. However; If additional monetary increases or fees are deemed necessary or are required, they will be deducted from the negotiated wage package figure herein. It is agreed that (OPEIU 30) will give the Union, (Local 428) 60 days advance notice; in writing of proposed changes to the contribution rate.

Section 5. **May 1, 2015**

Amounts. Effective on the dates below and monthly in accordance with the provisions of the Trust Agreement, the employer shall pay the sum indicated below for each hour worked by employees covered under the provisions of this agreement to the Trustees of the Operating Engineers Local No.428 Pension Trust Fund:

May 1, 2015 - \$0.25

May 1, 2016 - \$0.25 **

May 1, 2017 - \$0.25 **

** Additional contributions to the fund will be deducted from wages by mutual agreement by the Union (Opeiu) and the Employer (Local 428) with not less than 30 days prior to May 1st of years 2016 and 2017.

Employer's Obligations.

The said payment by the Employer shall discharge his obligation hereunder. Any dispute arising in the administration of said fund shall not be deemed to be a dispute hereunder and shall not be the subject matter of the grievance procedures contained in Article 21, hereof, and shall not be deemed to be a dispute concerning wages, hours or working conditions.

Declaration of Trust. The parties shall cause the said Trustees to execute any and all documents necessary and required to continue in full force and effect the Agreement and Declaration of Trust dated the 25th day of January, 1963, and as amended thereafter, creating the said Operating Engineers Local No. 428 Pension Trust Fund for the duration and the term of this collective bargaining agreement. A copy of the Agreement and Declaration of Trust dated the 25th day of January, 1963, and as amended thereafter, is incorporated herein by reference. The Board of Trustees, as appointed, shall have equal voice in making all decisions concerning the Trust, including amendments of the Trust Plan itself.

The Employer signatory hereto agrees to the appointment as his representative the Trustees designated pursuant to the Agreement and Declaration of Trust of the Operating Engineers Local No. 428 Pension Trust Fund as Employer representatives and further agrees that they shall be bound by all the terms and conditions of said Agreement, and Declaration of Trust dated January 25, 1963, and as amended thereafter, and to all amendments thereto during the term hereof.

The parties agree that the Defined Benefit Plan of the Operating Engineers Local 428 Pension Trust Fund will be terminated at the earliest possible time it can be done without impairing the participants' and beneficiaries' full accrued benefits and necessary expenses for effecting the termination. At such time as a qualified actuary, selected by the Board of Trustees, advises the Trustees that the Plan's assets are sufficient to support the purchase of annuity contracts from a qualified insurance or other financial services company with a rating of not less than A+ from at least two (2) prominent rating services, that will guarantee payment of the accrued benefits of the participants and beneficiaries, the Trustees shall secure approval from applicable federal agencies, (U.S. Department of labor. Internal Revenue Service and/or Pension Benefit Guarantee Corporation) to enter into such agreements with such company as may be necessary or advisable to effect the direction of this section. The direction of this section shall not be subject to arbitration by or among the Trustees and shall proceed without further direction of the bargaining parties. The parties will execute an irrevocable amendment to the Trust Agreement providing for the foregoing.

ARTICLE XXIII – UNION SHOP CARD

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

ARTICLE XXIV – 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 XXV – DRUG TESTING

Employees shall be subject to the same drug testing policies that the Employers membership is subject to.

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

BUILDING TRADE UNION OFFICES

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

International Union of Elevator
Constructors, Local 25

Colorado Building and Construction Trades
Council

International Brotherhood of
Boilermakers, Local 101

Operating Engineers JATC



May 1, 2014
to and including
April 30, 2017

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

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

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

ARTICLE 20 – PENSION

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

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

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

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

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

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

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

ARTICLE 21 – TECHNOLOGICAL CHANGES

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

ARTICLE 22 – GRIEVANCE AND ARBITRATION

22.1 All grievances shall be handled in the following manner:

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

ARTICLE 25 – TERM OF AGREEMENT

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

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

For the Union:

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

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

Title: Executive Director/CFO

Date: _____

For the Employers:

**COLORADO BUILDING AND
CONSTRUCTION TRADES UNION
OFFICES**

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

Title: Business Manager

Date: 7-22-14

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

**Employer
Participation
Agreement**

51
WS 1162

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.

OPERATING ENGINEERS JATC

Name: Colorado Journeyman & Apprentice Trng. for Operating Engineers
Contract Person: Mike Smith
Address: 990 Kalamath St., P.O. Box 40008
City, State & Zip: Denver, CO 80204
Telephone: 303-623-3194, Ext. 12

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a (insert form of business): REGISTERED APPRENTICESHIP.

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): COLORADO JOURNEYMAN AND APPRENTICESHIP TRAINING FOR OPERATING ENGINEERS

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.**

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:

MICHAEL J. SMITH

Title:

ADMINISTRATOR

Date Signed:

JUNE 26, 2012

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE:

Print Name:

Judith Zenk, Co-Chair

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Michael Parmelee, Co-Chair

Date Signed:

APPROVED

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

OPEIU LOCAL 11

APR 13 2016

RECEIVED

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. EDUCATION

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

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

ARTICLE 17. NON-DISCRIMINATION

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

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

ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31st day of March 2016:

UNITED LABOR UNION ASSOCIATION

Redacted by the U.S. Department of the
Treasury

Gary Young/Business Manager IBEW Local 48
ULUA - President

Redacted by the U.S.
Department of the
Treasury

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

Redacted by the U.S.
Department of the Treasury

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

Redacted by the U.S. Department of
the Treasury

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

Redacted by the U.S. Department of the
Treasury

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

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the Treasury

Maureen Colvin /Union Representative
OPEIU Local 11

Redacted by the U.S. Department of the Treasury

Donna Allen/Member
OPEIU Local 11

Redacted by the U.S.
Department of the Treasury

Laura Robbins/Member
OPEIU Local 11

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. NON-DISCRIMINATION

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

MEMORANDUM OF UNDERSTANDING

between
United Labor Union Association (ULUA)
and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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

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

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

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department
of the Treasury

Madelyn Elder/President CWA Local 7901
ULUA-Negotiating Team

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the
Treasury

Maureen Bower/Union Representative
OPEIU Local 11

Redacted by the U.S.
Department of the

Sharon Allen/Member
Local 11

Redacted by the U.S. Department
of the Treasury

Laura Gustafson/Member
Local 11

RECEIVED
I 2011

Western States Office and
Professional Employees
Pension Fund

WS 2840 A & I RECEIVED
AUG 12 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:

Western OR + SW Washington
Painters Trust apprenticeship trust

Contract Person:

William Regan

Address:

12687 NE Whitaker Way

City, State & Zip:

Portland OR 97230

Telephone:

503-287-4856

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): nonprofit training center

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

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

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

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

1 employees covered by the collective bargaining agreement; and

2 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: _____

William Regan

Title: _____

Training Coordinator

Date Signed: _____

8/9/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: _____

Redacted by the U.S. Department of the Treasury

Print Name: _____

Judith Zenk, Co-Chair

OCT 26 2011

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Redacted by the U.S. Department of the Treasury

Print Name: _____

Michael Parmelee, Co-Chair

OCT 26 2011

Date Signed: _____

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

OPEIU LOCAL 11

APR 13 2016

RECEIVED

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. EDUCATION

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

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

ARTICLE 17. NON-DISCRIMINATION

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

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

ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31st day of March 2016:

UNITED LABOR UNION ASSOCIATION

Redacted by the U.S. Department of the
Treasury

Gary Young/Business Manager IBEW Local 48
ULUA - President

Redacted by the U.S.
Department of the Treasury

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

Redacted by the U.S.
Department of the
Treasury

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

Redacted by the U.S. Department
of the Treasury

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

Redacted by the U.S. Department of the
Treasury

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

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the Treasury

Maureen Colvin /Union Representative
OPEIU/Local 11

Redacted by the U.S. Department of the
Treasury

Donna Allen/Member
OPEIU Local 11

Redacted by the U.S.
Department of the Treasury

Laura Robbins/Member
OPEIU Local 11

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. NON-DISCRIMINATION

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

MEMORANDUM OF UNDERSTANDING

between
United Labor Union Association (ULUA)
and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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

SIGNED this 30th SEPTEMBER day of August 2010.

Redacted by the U.S.
Department of the Treasury

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

Redacted by the U.S.
Department of the
Treasury

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

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of
the Treasury

Madelyn Elder/President CWA Local 7901
ULUA-Negotiating Team

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the
Treasury

Maureen Bower/Union Representative
OPEIU Local 11

Redacted by the U.S.
Department of the

Treasury
Sharon Allen/Member
Local 11

Redacted by the U.S.
Department of the Treasury

Laura Gustafson/Member
Local 11

RECEIVED
I 2011

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

MAR 02 2011

11-2800

**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: Oregon Federation of Nurses and Health Professionals
Contract Person: Linda Rohman
Address: 2045 SE Ankeny St
City, State & Zip: Portland, OR 97214
Telephone: (503) 657-9974

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.

A & I RECEIVED

JUN 15 2011

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): Oregon Federation of Nurses and Health Professionals

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

6 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: _____

Linda Rohman

Title: _____

Executive President

Date Signed: _____

2-22-11

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

Redacted by the U.S. Department of the Treasury

CO-CHAIR SIGNATURE: _____

Print Name: _____

Michael Parmelee, Co-Chair

Date Signed: _____

NOV 03 2011

MAR 02 2011

A & I RECEIVED

JUN 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 ~~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

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

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of
the Treasury

Madelyn Elder/President CWA Local 7901
ULUA-Negotiating Team

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the
Treasury

Maureen Bower/Union Representative
OPEIU Local 11

Redacted by the U.S.
Department of the

Sharon Allen/Member
Local 11

Redacted by the U.S. Department
of the Treasury

Laura Gustafson/Member
Local 11

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

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

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the
Treasury

Madelyn Elder/President CWA Local 7901
ULUA-Negotiating Team

Redacted by the U.S. Department of
the Treasury

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

Redacted by the U.S. Department of the
Treasury

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

Redacted by the U.S. Department of the
Treasury

Maureen Bower/Union Representative
OPEIU Local 11

Redacted by the U.S.
Department of the

Saron 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**

11-2780
FEB 11 2011

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: Oregon AFL-CIO
Contract Person: _____
Address: 2110 State St
City, State & Zip: Salem OR 97301
Telephone: 503-585-6320

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): 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): Oregon AFL-CIO.

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

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: _____

Tom Chamberlain
President
2/9/11

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 1184 ✓

AGREEMENT BETWEEN

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 381**

AND

**PLUMBERS & PIPEFITTERS LOCAL UNION NO. 344
TRAINING CENTER**

September 18, 2012 through September 17, 2014

opeiu #381
afl-cio

MAR 06 2013

employee shall receive an additional day of vacation.

10.6 Vacation time not to be accumulated over a period of more than one (1) year. Employee may accept pay in lieu of vacation if at the end of the calendar year, employee has been unable to take vacation due to emergency or hardship in the office.

10.7 Time of vacation shall be mutually agreed to by employer and employee. Employee must submit written request, at least fifteen (15) days prior to actual vacation time, except in emergency situations. Employee shall receive vacation pay on the last day worked prior to taking vacation.

10.8 In the event an employee covered by this Agreement is discharged, severs her/his connections, dies, retires, or enters military service, the vacation credits earned and accrued shall be pro-rated and paid in cash to the member or his beneficiary.

ARTICLE 11

SICK LEAVE

11.1 The payment of paid sick leave allowance to employees is to safeguard against the loss of pay due to sickness, and shall be paid only in case of illness.

11.2 Employer agrees to grant employees with six (6) months employment, or more, sick leave of one (1) paid day for each month's service. Sick leave shall be cumulative up to eighty (80) days for which the employee shall be paid. Permanent part-time employees shall accrue sick leave on a pro-rata basis.

11.3 Sick leave shall be extended by mutual agreement between the employer and the employee or Union.

11.4 Employees absent three (3) consecutive paid sick leave days shall, upon the request of employer, furnish a physician's certificate.

11.5 Sick leave can be used for maternity purposes.

ARTICLE 12

COMPASSIONATE LEAVE

12.1 In case of death in the immediate family, an employee shall be granted a reasonable leave of absence with pay, not to exceed one week and not to be charged against sick leave. Any additional time may be charged against vacation time, at employee's discretion, without the fifteen (15) day notice that is required in Article 10.7 of this Agreement. Immediate family to be defined as: husband, wife, child, grandchild, father, mother, sister, brother, mother-in-law, or father-in-law.

ARTICLE 13

INSURANCE

13.1 Employer agrees to participate in and each employee shall be covered by Workmen's Compensation Insurance as provided under Workmen's Compensation Laws of the State of Oklahoma.

13.2 Employer agrees to contribute to the Oklahoma Employment Security Commission on the employees covered by this Agreement.

13.3 Employees covered by this Agreement will be covered by the same medical benefits, and the same life insurance benefits, as provided for the members of Plumbers and Pipefitters Local Union No. 344.

ARTICLE 14

PENSION PLAN

14.1 Employer agrees that all full-time employees covered by this Agreement will participate in the OPEIU Western States Pension Plan. The employer will make contributions in behalf of employees

in amounts identical to those required for Journeyman members of Plumbers and Pipefitters Local Union No. 344 to participate in the Plumbers and Pipefitters National Pension Fund. While the Plan remains in "critical status", all contributions in excess of \$5.14 per hour shall be contributed to the Local 344 Annuity Fund or 401(K) Plan in behalf of employees.

14.2 The Employer and the Union agree to adopt the OPEIU Western States Pension Rehabilitation Plan Schedule as of October 1, 2012. The Employer agrees to contribute to the Plan at the rates required under this Agreement and the applicable Rehabilitation Plan schedule. The Parties agree that the adoption of the Rehabilitation Plan is effective for the duration of this Agreement and any renewals or extensions hereafter.

14.3 Employer agrees that all employees covered by this Agreement will participate in the Local 344 Annuity Fund. The employer will make contributions in behalf of employees in amounts identical to those required for Journeyman members of Plumbers and Pipefitters Local Union No. 344.

14.4 Employer agrees that all employees will be allowed to participate on a voluntary basis in the Local 344 401(K) Plan. The employer agrees to make the appropriate wage deductions from the employees' salaries and remit those amounts as contributions in the same manner and under the same conditions as provided for Journeyman members of Plumbers and Pipefitters Local Union No. 344.

ARTICLE 15 **JURY DUTY**

15.1 Employees absent on Jury Duty shall receive their regular salary plus their jury service check if the Employer requires the Employee to continue performing their regular duties during the course of their Jury Duty. Furthermore, the aforementioned Employee shall not suffer loss of seniority during such absence. If the Employer does not require the Employee to continue performing their regular duties during the course of their Jury Duty, then the Employee shall receive the difference of their jury service check and the regular salary from Employer.

ARTICLE 16 **LEAVES OF ABSENCE**

16.1 Leave of absence not exceeding thirty (30) days may be granted if mutually agreed upon by the Union and the Employer. Failure to comply with this provision will result in complete loss of seniority rights of the employee involved. An extension of time exceeding thirty (30) days may be granted if mutually agreed upon by the Union and the Employer.

16.2 The Employer agrees to grant necessary time off without pay and without discrimination to any employee designated by the Union to attend a Labor Convention or serve in any capacity on other official Union business, not to exceed thirty (30) days, extension shall be granted if mutually agreed upon by the Union and the Employer.

16.3 Employees with one (1) or more years service will be granted leave of absence without pay or, at the employee's discretion, with the use of available sick and/or vacation pay, for a period of not longer than six (6) months, with credit for such absence toward seniority, if they return to work at the end of the six (6) month leave for the following reasons: for placement with the employee of a son or daughter for adoption or foster care; to care for an immediate family member (spouse, child, or parent) with a serious health condition; or to take medical leave when the employee is unable to work because of a serious health condition.

16.4 In the event employee on maternity leave applies for work before the expiration of the leave, Employer will make every reasonable effort to return employee to former job or its equivalent; however, if Employer is unable to return employee to work prior to end of maternity leave, employee shall be kept on the waiting list and returned to former position at the end of maternity leave.

ARTICLE 20
SEPARABILITY

20.1 If any provision of this Agreement is held invalid under any State or Federal Law, the remainder of the Agreement shall not be affected thereby.

ARTICLE 21
EMPLOYER'S RIGHT TO MANAGE

21.1 The Employer shall have the right to manage its employees.

ARTICLE 22
RENEWAL

22.1 This Agreement shall become effective September 18, 2012, and shall remain in effect and full force until the 18th day of September, 2014. At the end of said period, and at the end of each yearly period thereafter, this Agreement shall be renewed automatically for a period of one year, unless either party gives written notice of desire to terminate or amend same at least ninety (90) days prior to renewal date.

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

MAR 06 2013

SIGNED THIS 6th DAY OF March, 2013.

PLUMBERS AND PIPEFITTERS
LOCAL 344 TRAINING CENTER

Redacted by the U.S. Department of the
Treasury

Darren Jones, Business Manager

Redacted by the U.S. Department of
the Treasury

Tommy O'Donnell, Training Director

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 381

Debra Graumann, President

Redacted by the U.S. Department of
the Treasury

Linda Smith, Secretary-Treasurer

bdm
opeiu381,afl-cio

MAR 06 2013

Western States Office and
Professional Employees
Pension Fund

W31184

Employer
Participation
Agreement

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

1. Employer Information.

Name:

Contract Person:

Address:

City, State & Zip:

Telephone:

Plumbers + Pipefitters 344 JATC
Beverly Miller or Mike Liston
5315 S. Shartel Ave.
Oklahoma City OK 73109
405-632-5629

2. Local Information.

Employer has a collective bargaining agreement with Local Union 381 (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

AUG 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): Apprenticeship Program
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): Plumbers and Pipefitters Training Center
 - 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: _____

Title: _____

Date Signed: _____

Michael W Liston
Training Director
8/12/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: _____

Redacted by the U.S. Department of the Treasury

Print Name: _____

Judith Zenk, Co-Chair

Date Signed: _____

OCT 26 2011

CO-CHAIR SIGNATURE: _____

Redacted by the U.S. Department of the Treasury

Print Name: _____

Michael Parmelee, Co-Chair

Date Signed: _____

OCT 26 2011

A&I RECEIVED
AUG 12 2011

AGREEMENT
BETWEEN
P & S CREDIT UNION
AND THE
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11
AFL-CIO

Scanned
OP 11
WS8284

FOR THE PERIOD
JUNE 1, 2014 THROUGH MAY 30, 2017

NOV 17 2014

ARTICLE 15. RETIREMENT PLANS

The Employer agrees to continue a contribution amount per the employees' years of service as detailed below (see Grid-A) and in addition the eighty percent (80%) cap for the pension surcharge amount listed in the 2013 Rehabilitation Plan and Supplemental Contribution Schedule, per compensable hour worked including vacation, sick leave and holidays, on behalf of each eligible employee per month to the Western States Office & Professional Employees Pension Fund. Newly hired employees are eligible for the Western States 401(k) Retirement Fund of the OPEIU contributions the first day of the month following their ninety (90) day probationary period.

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

GRID "A"

	June 1, 2014	June 1, 2015	June 1, 2016
10-years of service or more	\$1.25	\$1.25	\$1.25
5-years of service and up to 10-years of service	\$1.00	\$1.00	\$1.00
New Hire and up to 5-years of Service	\$0.50	\$0.50	\$0.50

The Employer agrees to contribute the amount per the employees' years of service as detailed below (see Grid-B) to the Western States 401(k) Retirement Fund of the OPEIU; or any other mutually agreed to qualified retirement fund; for each compensable hour, excluding overtime. Newly hired employees are eligible for the Western States 401(k) Retirement Fund of the OPEIU; or any other mutually agreed to qualified retirement fund; contributions the first day of the month following their ninety (90) day probationary period.

GRID "B"

	June 1, 2014	June 1, 2015	June 1, 2016
10-years of service or more	\$1.25	\$1.25	\$1.25
5-years of service and up to 10-years of service	\$1.00	\$1.00	\$1.00
New Hire and up to 5-years of Service	\$0.75	\$0.75	\$0.75

ARTICLE 16. HEALTH AND SANITAION

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 23. TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from the date hereof through June 1, 2017, and shall continue in effect from year to year thereafter unless either party give 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, and any other provisions to the contrary notwithstanding.

As agreed this ____ day of June 2014.

P & S Credit Union

Office & Professional Employees
International Union, Local 11

Redacted by the U.S.
Department of the Treasury

Kelly Baker, Chairman of the Board

Kelly C. Baker

Redacted by the U.S. Department of the
Treasury

Michael L Richards, Executive Secretary-Treasurer

Redacted by the U.S. Department of
the Treasury

Stewart Mouritsen, President and CEO

Redacted by the U.S. Department of
the Treasury

Maureen Colvin, Union Representative

MMC/dmt
opciul1/afl-cio

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

APR 11 2011

11-8284

**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: PES CREDIT UNION
Contract Person: BRENDA L VAN HOORN
Address: 2250 S. REDWOOD RD #6
City, State & Zip: SALT LAKE CITY, UT 84119
Telephone: 801-973-0575

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)):

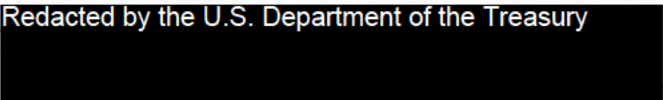
- ☒ Bargaining unit employees as described in Attachment A.
Note: Attach a copy of collective bargaining agreement.
☐ Nonbargaining unit employees described in Attachment B (see note).
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

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

- 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

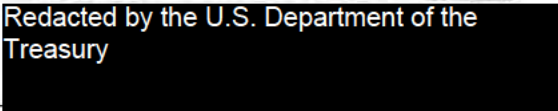
EMPLOYER SIGNATURE:  Redacted by the U.S. Department of the Treasury

Print Name: Brenda L van Hoorn

Title: President / CEO

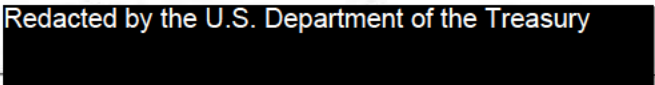
Date Signed: 3-8-11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

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

Print Name: Judith Zenk, Co-Chair

Date Signed: NOV 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

July 1, 2016 through June 30, 2019

AGREEMENT BETWEEN

PACIFIC NORTHWEST IRONWORKERS FEDERAL CREDIT UNION

AND THE

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

LOCAL 11

AGREEMENT entered into this 1st day of JULY, 2016 between the OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11, a Local Union of the OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO, hereinafter referred to as the "Union", and the PACIFIC NORTHWEST IRONWORKERS FEDERAL CREDIT UNION, its successors and assigns, hereinafter referred to as the "Employer".

PREAMBLE

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

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

ARTICLE 1. RECOGNITION

The Employer agrees to recognize the Union as the sole collective bargaining agent for all office employees within the jurisdiction of the Office & Professional Employees International Union, Local 11.

ARTICLE 2. UNION SECURITY

Section 1. The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, thirty (30) days from the date of signing of this Agreement become and remain members of the Union in good standing.

Section 2. The Employer further agrees that all new employees hired subsequent to the date of signing of this Agreement shall, as a condition of employment, thirty (30) days from the date of employment become and remain members of the Union in good standing.

ARTICLE 3. HIRING OF EMPLOYEES

Section 1. The Employer shall notify the union whenever there is a vacancy.

Section 2. The Employer agrees to notify the Union of the names of new hires within the first payroll period.

OPEIU LOCAL 11
AUG 10 2016
RECEIVED

ARTICLE 12. HEALTH & WELFARE – DENTAL – OPTICAL – PRESCRIPTION

Section 1. The Employer will guarantee to pay a maximum of one thousand three hundred eighty five (\$1,385.00) dollars per month, per employee, for negotiated benefits coverage of the Western States Health & Welfare Trust Funds of the OPEIU (QP), Dental (UCR Plan) and Optical for the life of this Agreement provided thirty (30) days written notice is given by the Trust. The Employer will reimburse the employees for "out of pocket" premium expenses retroactive to July 1, 2008. Any premium increases over and above this amount must be borne equally by the employee and the Employer.

Section 2. The Employer payments will only be made for eligible employees who are regularly scheduled to work twenty (20) or more hours per payroll week. All compensable hours count toward the Health & Welfare eligibility rule.

For employees hired after date of ratification of this Agreement, the Employer payments will only be made for eligible employees who are scheduled to work thirty-two (32) or more hours per payroll week.

Section 3. Nothing contained in the Article shall prohibit the Employer from seeking and implementing Health & Welfare coverage other than that provided by the Western States Health & Welfare Trust of the OPEIU, provided the benefits offered are substantially equal and the change does not result in a lapse of coverage.

ARTICLE 13. RETIREMENT PLANS

Section 1. The Employer agrees to contribute for each eligible employee to the Western States 401 (k) Retirement Fund of the OPEIU the amount(s) specified in Schedule "A" per compensable hour, excluding overtime.

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 Western States 401(k) Retirement Fund of the OPEIU 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 of the following month. The contributions are to be stated on forms provided by the Western States 401(k) Retirement Fund of the OPEIU.

Section 7. The Employer shall make available to the Western States 401(k) Retirement Fund of the OPEIU any and all records of the covered employees that the Western States 401(k) Retirement Fund of the OPEIU may require in connection with the sound and efficient operation of the Western States 401(k) Retirement Fund of the OPEIU.

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 affect collection.

Section 9. Employer contributions shall commence on the hiring date for 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. The Employer agrees to contribute for each eligible employee to the Western States Office & Professional Employees Pension Fund the amount(s) specified in Schedule "A" per compensable hour, excluding overtime.

Section 12. At such time the Western States Office & Professional Employees Pension Fund recovery plan has been satisfied, the Employer shall increase the contribution rate to the Western States Office & Professional Employees 401(k) Retirement Fund up to an additional two dollars and ninety six cents (\$2.96).

Section 13. For employees hired after ratification of this Agreement, the eligibility rule for contribution to the plans specified in the Article shall be the same as the eligibility requirement for the Health & Welfare benefit in Article 12.

Section 14. The Employer, in accordance with the Trust Agreement rules may, during the life of this Agreement, withdraw from the Western States Office & Professional Employees Pension Fund and shall send notice to the pension fund administrators. Should the Employer withdraw, then in exchange they shall contribute to a mutually acceptable plan the amount specified in Schedule "A" on behalf of each bargaining unit employee. Revisions and/or adoptions of new policies shall be discussed with the Union prior to adoption by the Employer and are subject to negotiations between the parties.

ARTICLE 14. HEALTH AND SANITATION

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

ARTICLE 15. NON-DISCRIMINATION

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