

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

SECOND SUSPENSION APPLICATION

Exhibit 15
(Part 9 of 12)

SCHEDULE "A" *

	Start	6 Months	12 Months	24 Months	36 Months
Effective 7/1/2016 – 6/30/2018	65%	70%	80%	90%	100%
Teller	9.75	10.50	12.00	13.50	15.00
Member Service Representative	11.21	12.08	13.80	15.53	17.25
Member Service Manager	11.83	12.74	14.56	16.38	18.20
Collector	11.21	12.08	13.80	15.53	17.25
Branch Manager					
Spokane	11.41	12.29	14.04	15.80	17.55
Seattle	13.91	14.98	17.12	19.26	21.40

The Start, and 6, 12 and 24 months rates are calculated as a percentage of the 100% rate. At no time shall an employee start below the state minimum wage.

Effective July 1, 2016 all employees shall receive an increase of 3%

Effective July 1, 2017 all employees shall receive an increase of 3%

Effective July 1, 2018 all employees shall receive an increase of 3%

As an additional benefit to all permanent employees covered under this labor Agreement, all loans made to the employee shall be made at a two percent (2%) rate reduction from the current available rate of interest.

*The wage scales herein established shall be considered minimum wages and shall not prevent the payment of higher scales to any employee whose work may warrant. And be it further agreed that all employees over scale shall receive the wage increases negotiated above. All merit increases, exclusive of existing programs, shall be non-contractual and hereafter, the Grandfather Clause shall apply to only those who were over scale April 1, 1975.

Western States 401(k) Retirement Fund of the OPEIU Contribution Rate	
Effective July 1, 2016	\$1.48
Western States Office & Professional Employees Pension Fund Contribution Rate	
Effective July 1, 2016 – Member contribution	\$3.70
Effective July 1, 2016 – Pension Surcharge	\$2.96

TEMPORARY EMPLOYEES: A temporary employee shall not be paid less than minimum wage.

Temporary employees are employees who are hired for a period of time which is agreed on and specified at the time of hiring, in writing, by the Employer to the Union. The employees shall receive the temporary rate of pay as indicated above. These employees do not receive any fringe benefits as outlined under the working conditions of this Agreement.

ARTICLE 22. TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from July 1, 2016 through June 30, 2019, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date to its desire to terminate or modify such Agreement; provided, that in the event the Union serves written notice in accordance with the Article, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provisions of the 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 1st day of July 2016:

PACIFIC NORTHWEST IRONWORKERS
FEDERAL CREDIT UNION

Redacted by the U.S. Department of
the Treasury

Teri Robinson
Chief Executive Officer

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 11

Redacted by the U.S. Department of the
Treasury

Michael L. Richards
Executive Secretary-Treasurer

Redacted by the U.S. Department
of the Treasury

Matthew E. DeVore
Union Representative

MD/dmt
opeiu11/afl-cio



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

Phone: 503-257-6691
800-547-8902

A & I RECEIVED

JUL 0 8 2015

May 1, 2015

Teri Robinson
PNW Ironworkers FCU
11620 NE Ainsworth
Portland, OR 97220

Dear Ms. Robinson:

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

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

Please note that the new termination for this Agreement will be June 30, 2016

If you have any questions, please contact our office.

Sincerely,

Redacted by the U.S. Department of the
Treasury

Matthew E. DeVore
Union Representative

MED/dmt
opeiu11/afl-cio

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

FEB 16 2011

11-3582

**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: Pacific NW Ironworkers Foll
Contract Person: Ken Robinson
Address: 11620 NE Alameda Cir #400
City, State & Zip: Portland OR 97230
Telephone: 503 774 3548

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.

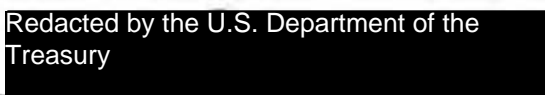
¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.

- 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.

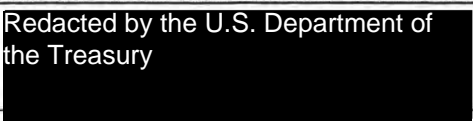
APPROVAL OF PARTICIPATION AGREEMENT

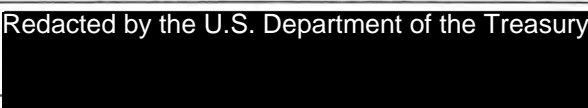
FEB 16 2011

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: 
Print Name: Teri Robinson
Title: CEO
Date Signed: 3/10/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

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

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

FEB 16 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: CEO

Total number of employees not covered by a CBA: 1

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:

0

4. Contribution rate for nonbargaining unit employees: 3.70

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE:

Print Name: Teri Robinson

Title: CEO

Date: 2/10/11

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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS

AND

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

FOR THE PERIOD OF

APRIL 1, 2014 THROUGH MARCH 31, 2017

OPEIU LOCAL 11
JUL 1 2014
RECEIVED

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

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

ARTICLE 21

RATES OF PAY

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

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

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

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

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

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

ARTICLE 22

PENSION PLANS

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

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

Section 22.2(a) Effective April 1, 2015 and for the duration of this Agreement, the Employer shall contribute three dollars (\$3.00) per hour into the Western States Office and Professional Employees Pension Fund for all employees. The Employer also agrees to contribute the additional eighty percent (80%) cap for the pension surcharge amount listed in the 2013 Rehab Plan, in accordance with the Supplemental Contribution Schedule, with a total contribution amount of five dollars and forty cents (\$5.40) to the Western States Office and Professional Employees Pension Fund.

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

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

ARTICLE 23

GRIEVANCE MACHINERY AND ARBITRATION

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

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

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

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

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

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

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

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

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

ARTICLE 24

SEPARABILITY

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

ARTICLE 25

PICKET LINES

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

ARTICLE 26

TRAINING

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

ARTICLE 27

TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from April 1, 2014 through March 31, 2017, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or

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

modify such Agreement; provided, that in the event the Union serves written notice in accordance with this Article, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provisions of this Agreement, any other provisions to the contrary notwithstanding. Upon signing of this Agreement or any future Agreement, the provisions therein shall be retroactive to the anniversary date.

EXECUTED this 30th day of June 2014.

PACIFIC NORTHWEST REGIONAL
COUNCIL OF CARPENTERS

Redacted by the U.S. Department of
the Treasury

By _____
Doug Tweedy
Executive Secretary-Treasurer

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

Redacted by the U.S. Department of the
Treasury

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

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

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

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

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

By _____
Nichele Smith
Bargaining Team Member

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

**Employer
Participation
Agreement**

MAR 21 2011

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

1. Employer Information.

Name: Pacific NW Regional Council of Carpenters
Contract Person: S. Pinkerton
Address: 25120 Pacific Hwy S #200
City, State & Zip: Kent WA 98032
Telephone: (253) 945 8800

2. Local Information.

Employer has a collective bargaining agreement with Local Union 8, 11, and 23 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a (insert form of business): 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): Pacific NW Regional Council of Carpenters

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

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

21 employees covered by the collective bargaining agreement; and

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

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

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

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

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

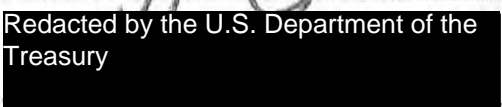
b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based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

MAR 21 2011

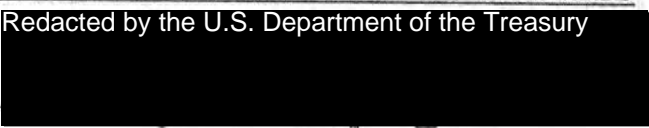
- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

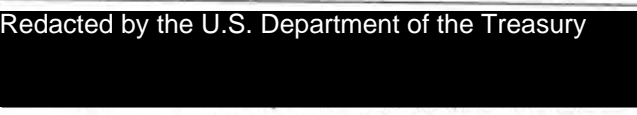
APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: 
Print Name: Doug Twilley
Title: EA Sec-Treas
Date Signed: 03/16/11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

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

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

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

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

Redacted by the U.S. Department of the Treasury

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

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Department of the
Treasury

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

Redacted by the U.S. Department of the
Treasury

Maureen Bower/Union Representative
OPEIU Local 11

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Treasury

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

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Department of the Treasury

Sharon Allen/Member
Local 11

Redacted by the U.S. Department of
the Treasury

Madelyn Elder/President CWA Local 7901
ULUA-Negotiating Team

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the Treasury

Laura Gustafson/Member
Local 11

Redacted by the U.S. Department of
the Treasury

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

Western States Office and
Professional Employees
Pension Fund

11-
2860

Employer
Participation
Agreement

WS 2860

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.

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1. Employer Information.

Name: _____
Contract Person: PAINTERS LOCAL NO. 10
Address: 1105 N.E. SANDY BLVD.
City, State & Zip: PORTLAND, OREGON 97220
Telephone: (503) 257-0589

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): Local Union.

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

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

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

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

_____ 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: _____

JEFF BROOKE

Title: _____

BUSINESS REPRESENTATIVE

Date Signed: _____

11-7-2011

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: _____

Redacted by the U.S. Department of the Treasury

Print Name: _____

Judith Zenk, Co-Chair

Date Signed: _____

NOV 16 2011

CO-CHAIR SIGNATURE: _____

Redacted by the U.S. Department of the Treasury

Print Name: _____

Michael Parmelee, Co-Chair

Date Signed: _____

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AUG 25 2015

COLLECTIVE BARGAINING AGREEMENT

between

**International Association of
Sheet Metal, Air, Rail and Transportation Workers
Local Union No. 359**

WS 0634

and

**Arizona Sheet Metal Joint Apprenticeship
and Training Committee**

WS 0635

and

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



September 1, 2013 through August 31, 2016

agree upon an Arbitrator within the seventy-two (72) hours, a joint request will be made to the Federal Mediation and Conciliation Service to forward a list of five (5) impartial arbitrators with each side having the privilege of scratching two (2). Decision of the arbitrator is to be final and binding with the expense of the arbitrator to be divided equally between the parties. Time limits set forth shall exclude Saturday, Sundays and Holidays. Time limits may be extended by mutual consent of the parties.

- (e) Nothing contained herein may be interpreted to permit or grant power to the arbitrator to alter, amend, modify or otherwise change any terms or conditions of the collective bargaining agreement.

ARTICLE XXIII - PENSIONS

Section 1. Employer agrees to contribute to the Western States Office and Professional Employees Pension Trust Fund a contribution on behalf of each employee in the amount of THREE DOLLARS (\$3.00) per hour. The Employer contribution, as provided herein, shall be made on eligible employees, on the effective date, except for employees serving their ninety (90) day probationary period. The contribution for probationary employees shall start on the first of the month following their ninety (90) day probationary period.

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

Section 3. Regular part-time employees who work over seventy (70) hours 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 Pension Trust Fund. The Employer adopts the updated Rehabilitation Plan dated January 1, 2010 for the term of the Agreement.

Section 5. The Employer shall contribute on behalf of each employee the rates set forth in Exhibit A, per hour, to the Sheet Metal Workers' Local Union No. 359 401(k) Plan in the manner presently established (Sheet Metal Workers' National Supplemental Savings Plan) and in the manner as may be changed from time to time by the Sheet Metal Workers' Trustees of the 401(k) Plan. Contributions shall be paid at the time designated by the Trustees of the Plan. The Employer shall match the employee's "voluntary contribution" to a maximum of One Dollar and Fifteen Cents (\$1.15) per hour.

(Example: Employee voluntarily contributes \$1.15/hr. and Employer will contribute the current amount per the contract, plus an additional \$1.15/hr. to match employee's "voluntary contribution". If employee voluntarily contributes \$.50/hr., Employer will contribute the current amount per the contract, plus an additional \$.50/hr. to match employee's "voluntary contribution".)

ARTICLE XXIV - 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 XXV - SEVERABILITY

In the event that any provision 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 XXVI - MANAGEMENT RIGHTS CLAUSE

Section 1.

The Union hereby recognizes that the Management of the Office and the direction of the working forces are vested but shall not be limited to the right to determine the existence of facts which are the basis of management decision; to determine volume, production and methods of office operation, free of the liabilities of this Agreement; to introduce new or different methods, processes, procedures, technological changes, equipment or facilities to establish or continue policies, practices or procedures; to establish modify and/or change office rules and to administer and enforce such rules; to select and determine the number and types of employees required; to determine, and from time to time re-determine, the number and kinds of classifications required; to assign work covered by this Agreement in accordance with the job-related requirements determined by Management; to establish and change work schedules and assignments; to transfer or otherwise relieve employees from duty for lack of work or other legitimate reasons and to determine the fact of lack of work; to establish wage rates for new or changed classifications or positions; to design, establish, apply, change and terminate incentive and/or bonus compensation plans (in this connection the Employer has the right to establish reasonable production standards); to suspend, discharge or otherwise discipline employees for just cause; to fix standards of quality and quantity for work to be done, eliminate interruption of work, determine number of employees on a job, determine related job content, and rearrange, combine and/or eliminate jobs, positions, job classifications or descriptions (consistent with State and Federal Safety Laws); and to take whatever action necessary to carry out any function of the Employer in situations of emergency or in order to promote efficiency.

The listing of specific rights in the Agreement is not intended to be nor shall be restrictive nor a waiver of any rights of rights of Management not listed and the non-exercise and/or non-frequent exercise of any Management Right, whether expressed or implied, shall not preclude the Employer from exercising such right, notwithstanding the period of such non-exercise or regardless of the frequency of such exercise. The exercise of Management Rights, whether express or implied, shall not be inconsistent with any specific express provision of this Agreement.

ARTICLE XXVII - DURATION

This Agreement shall be in full force and effect on and after the 1st day of September, 2013 to and including the 31st day of August, 2016, and shall be automatically renewed from year to year, unless the Union or the signatory Employer serves upon the other a ninety (90) day written notice of desire to modify, amend or terminate this Agreement, prior to September 1, 2016. If agreement upon such amendments or modifications is not reached prior to the 31st day of August, 2016, this agreement automatically terminates unless prior to that date, the parties, in writing, have agreed to extend this Agreement for a specified period of time.

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

APPROVED BY EMPLOYER NEGOTIATING COMMITTEE:

Redacted by the U.S. Department of the Treasury

Dion C. Abril, Business Manager

Redacted by the U.S. Department of the Treasury

George J. Caplen, Apprentice Coordinator

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 30

Redacted by the U.S. Department of the Treasury

Walter Allen, Jr., Executive Director/CFO

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Mark Bailey, Business Agent



MB:jdz

**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.

FEB 25 2011

Name: Arizona Sheet Metal JATC
Contract Person: George Sapien
Address: 2534 E. Adams Street
City, State & Zip: Phoenix, AZ 85034
Telephone: 602-275-6511

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.

AGREEMENT

Between

PIEDMONT GROCERY COMPANY

And

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

October 31, 2014 – October 30, 2017



SECTION 14. HEALTH & WELFARE PLAN - continued

14.2 Employer will reimburse the employee for co-payments for medical visits and prescriptions, on a per occurrence basis, upon presentation of proper receipt.

14.3 "Eligible employee" is defined as a regular employee (having completed his/her probationary period) who has been employed for a minimum of eighty (80) hours in the preceding calendar month.

14.4 By mutual agreement, the parties may withdraw from the existing welfare fund and place eligible active employees in any mutually agreeable benefit plan for the purpose of providing a comparable level of benefits for active employees within the framework of the monies set forth above.

SECTION 15. PENSION PLAN

15.1 As of the effective date of this Agreement, the Employer will pay Four Dollars and sixty cents (\$4.60) per hour based on straight-time hours worked for each eligible employee into the Western States Office and Professional Employees Pension Fund. It is understood that such payments are made on the condition that they continue to qualify under rules and regulations of the Internal Revenue Service as being deductible to the Employer. Hours on which such payments are made shall include paid hours of vacation, holiday, sick leave, jury duty or funeral leave.

Effective August 1, 2011, hours paid, the Employer agrees to contribute on behalf of each employee the surcharge amount listed in the Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the Contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in this Article.

15.2 An employee, to be eligible for participation, must be on the payroll of the Employer on the first (1st) day of the calendar month and have been continuously employed by the Employer during the preceding calendar month and must be paid for sixty four (64) or more straight-time hours each succeeding and consecutive calendar month thereafter.

The maximum pension contribution per eligible employee: Based on Four Dollars and sixty cents (\$4.60) per hour, shall be One Hundred Eight-four Dollars (\$184.00) per week and increasing each year with contractual increases. By a majority vote, the bargaining unit members may divert money from wage increases to pension providing such selection is made within thirty (30) days of the ratification vote.

SECTION 15. PENSION PLAN – continued

15.3 **401(k) Option** – On or about January 1, 1998, but in no event later than March 1, 1998, the Company will make authorized deductions from employee wages to a qualified 401(k) Plan. Interested and eligible employees are to complete enrollment in the Plan and submit the necessary authorization forms to the company indicating the amount to be deducted no later than December 1, 1997. All payroll deductions shall be made in conformance with the provisions of the Plan and the law. The Company's sole obligation under the Plan shall be to make authorized deductions and forward the monies to the Plan with whatever documentation is required.

No Company contributions will be required and any and all administrative fees shall be the responsibility of the employees. Loan repayments to an employee's account shall be the sole responsibility of the employee. Under no circumstances will the Company be required to make payroll deductions for loan repayments.

SECTION 16. JURY DUTY

16.1 An employee who is called and reports for jury duty shall receive the difference between jury duty pay and his regular rate of pay for each day for which he reported for jury duty and on which he would normally have worked.

16.2 In the event an employee is relieved from jury duty at a time which will permit him to return to work, he shall be obligated to return to work unless specifically excused by the Employer.

SECTION 17. STRIKES AND LOCKOUTS

17.1 The Union agrees that during the term of this Agreement, there will be no strikes, slowdowns or work stoppages. The Employer agrees that during the term of this Agreement, it will not engage in any lockouts.

17.2 The Union shall not be liable for any strike, slowdown, or work stoppage unless:

- (a) The Union, its Secretary-Treasurer or a duly elected or appointed Business Agent participates in, authorizes or approves it; or
- (b) Not having participated in, authorized or approved any strike, slowdown, or work stoppage, the Union, its Secretary-Treasurer or duly elected or appointed Business Agent, fail to take reasonable and prompt steps to endeavor to terminate the strike, slowdown or work stoppage.

17.3 Any employee who participates in a strike, slowdown or work stoppage not authorized by the Union may be discharged without recourse to the arbitration procedure, except on the issue of whether he did participate therein.

SECTION 24. DURATION OF AGREEMENT

This Agreement shall remain in full force and effect October 31, 2014 through October 30, 2017, and shall be renewed automatically from year to year thereafter, provided that either party hereto may reopen this Agreement for changes and amendments or terminate the Agreement by serving written notice on the other party of its desire to change, amend or terminate at least sixty (60) days prior to date of expiration.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals by their respective officers duly authorized to do so.

PIEDMONT GROCERY COMPANY

Redacted by the U.S. Department of the Treasury

By:

David C. Larson
CEO

Date: 10/23/14

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

Redacted by the U.S. Department of the Treasury

By:

Tamara R. Rubyn
President/Business Manager

Date: 10/23/14

Redacted by the U.S. Department of the Treasury

By:

Kelly Gschwend
Vice President/Business Representative

Date: 10-27-14

KG/lm(PDG02214)
cwa:9415/afl-cio

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

29-0030

**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: Piedmont Grocery Company
Contract Person: Lien Ly
Address: 4038 Piedmont Ave.
City, State & Zip: Oakland, CA 94611
Telephone: 510-653-8187

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2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

Redacted by the U.S. Department of the Treasury

EMPLOYER SIGNATURE:

Print Name: David C. Larson

Title: President

Date Signed: May 23, 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: _____

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AGREEMENT

THIS AGREEMENT is made and entered into, by and between **PIERCE COUNTY CENTRAL LABOR COUNCIL**, its successors and assigns, hereinafter referred to as the Employer, and the **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 23**, hereinafter referred to as the Union, for the purpose of fixing the wage scale, schedule to clearly define mutual obligations between the parties hereto. Therefore, it is mutually agreed as follows:

ARTICLE 1. RECOGNITION

1.01 The Employer agrees to recognize the Union as the sole and exclusive collective bargaining agent for all employees covered by this Agreement.

1.02 This Agreement shall not apply to any elected or appointed officers of the Employer whose duties in accordance with its Constitution and By-Laws require clerical work.

ARTICLE 2. UNION SECURITY

2.01 All employees covered by this Agreement, as a condition of employment, thirty-one (31) days from the date of hire, shall become and remain members of the Union in good standing.

2.02 New employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one (31) days from the date of employment become and remain members of the Union in good standing.

2.03 Political Action Dues Deduction. The Employer shall deduct from wages of every employee who submits a voluntary authorization form an amount designated by such employee for contribution to OPEIU J. B. Moss Voice of the Electorate (VOTE) Fund. Such deductions shall be made on the same date that employees receive their regular pay.

2.04 Voluntary contributions deducted from employees' pay shall be transmitted to the J.B. Moss VOTE Fund in a check payable to the OPEIU J.B. Moss Voice of the Electorate Fund and forwarded each month by the fifteenth day of the succeeding month to the Secretary-Treasurer of the Office and Professional Employees International Union, AFL-CIO, 80 Eighth Avenue, Suite 610, New York, NY 10011, accompanied by a list of the names of each contributor and the amount of his/her contributions.

ARTICLE 3. HIRING

3.01 When vacancies occur or when additional employees are needed to perform work covered by this Agreement, the Employer shall notify the Union as to the number and type of employees desired, and the Union shall endeavor to supply such help within forty-eight (48) hours.

3.02 The Employer has the final choice as to whom is hired, and shall notify the Union within seventy-two (72) hours of hire of a new employee, Saturday, Sunday and holidays excepted.

ARTICLE 4. GENERAL

4.01 It shall not be considered a violation of this Agreement for an employee to honor a bona

13.03 If, in accordance with the provisions of Article 17, it is found that an employee has been unjustly discharged, such employee shall be reinstated to his/her former position without any loss of seniority. He/She shall suffer no reduction in salary and shall be compensated for all time lost retroactive to the date of discharge.

13.04 No employee will be discharged except for willful misconduct without two (2) weeks' notice or two (2) weeks' pay (including holiday pay when applicable) in lieu of the two (2) weeks' notice.

13.05 Employees with six (6) months to one (1) year of service shall give one (1) week's notice of termination, unless otherwise mutually agreed. Employees with one (1) or more years of service shall give two (2) weeks' notice, unless otherwise mutually agreed. An employee failing to give the required notice may forfeit not to exceed two (2) weeks of accrued vacation leave.

ARTICLE 14. WELFARE AND PENSION

14.01 The Employer shall provide State Industrial Insurance coverage for all employees or comparable insurance for on-the-job injury.

14.02 **Medical.** The Employer shall furnish and pay for Health and Welfare coverage, including Major Medical, for all eligible employees and their dependents. Employees who have worked seventy (70) hours or more the preceding month shall be eligible for coverage. At the employees option and with proof of other coverage, employees may choose to be compensated for the cost of the medical plan. The additional compensation will be \$500.00 effective July 1, 2014; \$550.00 effective July 1, 2015; and \$600.00 effective July 1, 2016.

14.03 **Dental.** The Employer shall pay the entire cost of Washington Teamsters Welfare Trust Plan C dental coverage for each employee who works seventy (70) or more hours in the preceding month. This coverage shall include the employee and family.

14.04 Regular part-time employees working less than Seventy (70) hours per month who otherwise would be eligible for medical and dental coverage, will receive an additional \$1.50 per hour in wages effective July 1, 2014; \$2.00 per hour in wages effective July 1, 2015; and \$2.50 per hour effective July 1, 2016 in wages in lieu of medical and dental coverage.

14.05 **Pension.** The Employer shall pay into the Western States Office and Professional Employees Pension Fund a minimum amount as follows per compensable hour for each bargaining unit employee to provide retirement benefits pursuant to provisions of the Western States Office and Professional Employees Pension Fund. Payments shall be made by the 15th of the following month:

Effective July 1, 2014 the employer shall contribute into the Western States Office and Professional Employees Pension fund, \$2.90 per hour on all hours of each bargaining unit employees hourly forth in Article 14 plus 80% of that amount per hour for the required 80% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

Effective July 1, 2015 and thereafter , the employer shall contribute into the Western States Office and Professional Employees Pension fund, \$3.00 per hour on all hours of each bargaining unit employees hourly base wage as set forth in Article 14 plus 80% of that amount per hour for the required 80% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect, parties will renegotiate such invalidated language.

ARTICLE 19. SUCCESSORS

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

ARTICLE 20. TERMINATION AND RENEWAL

20.01 This Agreement shall become effective as of July 1, 2014 , and shall remain in effect until June 30, 2017 , and shall thereafter automatically renew itself until either party shall give sixty days' (60) written notice prior to the anniversary date of his desire to terminate, modify, or change this contract.

Signed this 6th day of August, 2014.

**PIERCE COUNTY CENTRAL
LABOR COUNCIL**

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

Redacted by the U.S. Department of the
Treasury

Redacted by the U.S. Department of the Treasury

Vance J. Lelli, President

Leslie Liddle, Business Representative

Redacted by the U.S. Department of the
Treasury

Patty Rose, Secretary/Treasurer

Western States Office and
Professional Employees
Pension Fund

0254 23

Employer
Participation
Agreement

A & I RECEIVED
AUG 19 2011

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

1. Employer Information.

Name:

Pierce County Central Labor Council

Contract Person:

PATTY ROSE

Address:

3049 S. 36th St # 201

City, State & Zip:

TACOMA WA 98409

Telephone:

253-473-3810

2. Local Information.

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

3. Participation.

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

☒ An existing Participating Employer to update Plan records.

☐ A new Participating Employer.

Effective date of coverage: _____.

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

Effective date of coverage: _____.

4. Coverage.

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

☒ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

IN NEGOTIATIONS - WILL BE MAILED WHEN RATIFIED

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


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

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

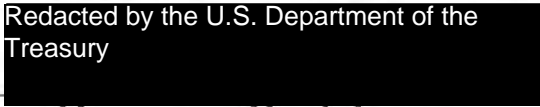
- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

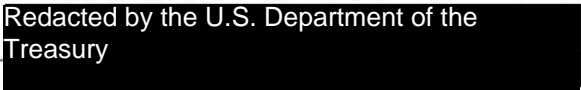
APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: 
Print Name: Patty Rose
Title: Secretary Treasurer
Date Signed: 8-17-11

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

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

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

AUG 19 2011



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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MASTER TRADE SECTION

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

FOR THE PERIOD OF

APRIL 1, 2016 THROUGH MARCH 31, 2019

ARTICLE 15

PENSIONS

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

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

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

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

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

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

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

ARTICLE 22

TERMINATION AND RENEWAL

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

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

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

Redacted by the U.S. Department of the Treasury

By _____

Suzanne Mode
Business Manager

Redacted by the U.S. Department of the Treasury

By _____

David Ciprut, REBOUND
Bargaining Committee

Redacted by the U.S. Department of the Treasury

By _____

Fred Hutchins, IBEW Local 77
Bargaining Committee

Redacted by the U.S. Department of the Treasury

By _____

Traci Miller, Heat & Frost Insulators Local 7
Bargaining Committee

Redacted by the U.S. Department of the Treasury

By _____

Carol O'Neill, Sprinkler Fitters Local 699
Bargaining Committee

Redacted by the U.S. Department of the Treasury

By _____

Tyler Walser, IBEW Local 77
Bargaining Committee

FOR THE MASTER TRADE SECTION

Redacted by the U.S. Department of the Treasury

By _____

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

By _____

Employer

OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

8-8138

Piledrivers
2396

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

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

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

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

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

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

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

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 8

Redacted by the U.S. Department of the
Treasury

By

Suzanne Mode
Business Manager

FOR THE TRADE SECTION EMPLOYERS

Redacted by the U.S.
Department of the Treasury

By

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

Trade Section Employers Participating in Western States Pension Fund

2016

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

#8133

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

#8111

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

#8222

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

#8152

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

#8155

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

#8240

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

#8181

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

#8253

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

#8109

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

#8101

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

#8255

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

#775

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

#8235

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

#8162

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

#8138

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

#8127

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

#8241

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

#8108

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

#8154

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

#8118

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

#8164

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

#8226

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

#8126

A & I RECEIVED

JUL 29 2015

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

**UNITED ASSOCIATION OF
PIPEFITTERS LOCAL UNION 208**

WS 0293

and

**PIPEFITTERS JOINT APPRENTICESHIP
TRAINING COMMITTEE**

WS 0370



May 1, 2014
to and including
April 30, 2017

ARTICLE 20 – PENSION

- 20.1 The Employers agree to contribute to the Western States Office and Professional Employees Pension Fund. A contribution on behalf of each employee of the Pipefitters JATC in the amount of \$1.45 one dollar and forty five cents per hours paid. And a contribution on behalf of each employee of the Pipefitters Local 208 in the amount of (\$2.99) two dollars and ninety nine cents per hours paid. The employees of Pipefitters Local 208 are contributing (\$1.54) one dollar and fifty four cents per hour paid through a wage reduction. The employees (as a bargaining unit) may elect to put any amount of the negotiated wage rate into the 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 probationary period. The contributions for probationary employees shall start on the first of the month following the 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 of absence in excess of forty-five (45) working days, the Employer will not be required to pay into the fund, after the first forty-five (45) working days, until the employee returns to work.
- 20.4 Regular or part-time employees who work seventy (70) or more hours per month shall be covered by the provisions of this Article. This shall not apply to extra help covering for vacation periods or sick leave which does not exceed thirty (30) days.
- 20.5 The Employer agrees to allow the employees to participate in the Office and Professional Employees International Union Local #30 (401k) Plan. The Employer agrees that if the employee chooses, they will withhold an employee contribution to the 401k plan. The employee may contribute up to, but no more than, the amount set by the Internal Revenue Service from their yearly gross salary to this plan. FICA taxes will be withheld, but these contributions will not be subject to Federal or State taxes. The employee shall bear any administrative fees.
- 20.6 Effective with the January, 2010 hours paid, the Employer agrees to adopt the Pension Rehabilitation Plan and to contribute on behalf of each employee the contribution amount listed in the Updated Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases the Employer from the

obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in Article 20.1.

- 20.7 Effective with the January, 2010 hours paid, the employees agree that they will make the Supplemental Employer Contribution. The employees will do this through a wage reduction of the amounts set by the percentage on the Updated Supplemental Contribution Schedule and the monies will be sent to the Western States Office and Professional Employees Pension Plan.

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 introductions of data processing equipment, computers, or automated equipment of any sort, the Employer agrees to meet with the Union to discuss the effects of such changes. It is mutually agreed that present employees shall be given first consideration for any new or changed position before any persons outside the bargaining unit are hired to fill the resultant jobs, provided existing employees have the ability to satisfactorily perform the work. In the event training is necessary for employees to qualify for such positions, the Employer will provide adequate training to all affected employees at the time the technology is implemented.

ARTICLE 22 – GRIEVANCE AND ARBITRATION

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

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

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

STEP THREE: (hearing) If the grievance is not settled at Step Two, the Union may request a Grievance Board of Adjustment review within five (5) working days immediately following receipt of the Employer's written response by

ARTICLE 24 – SKILL UPGRADE

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

ARTICLE 25 – DUES AND POLITICAL CHECKOFF

- 25.1 The Employer agrees to deduct union initiation fees, and dues from the wages of each employee. The Employer agrees to forward such monies to the office of the Union monthly.
- 25.2 The Employer agrees to remit such dues and initiation fees thus collected to the Union each month at a time that would insure receipt of said monies at the Union office no later than the tenth (10th) day of the following month from which the monies are deducted, and will make supplemental remittances thereafter of amounts deducted from the salaries of employees then on vacation, or on leave of absence in which the Employer is continuing to provide a salary to the employee. The Employer will deduct unpaid union dues and initiation fees as known by the Employer to be owed by the employee, from the final paycheck of any eligible employee.
- 25.3 Any change in the rate of dues and/or initiation fees levied by the Union will be put into effect in the deductions made by the Employer in the month following the month in which the Employer received written notice of the change from the Union.
- 25.4 The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for OPEIU's "J. B. Moss Voice of the Electorate" (VOTE) fund. Such deductions shall be made on the same date that employees receive their regular paychecks.
- 25.5 Voluntary contributions deducted from employees' paychecks will be made payable to the J. B. Moss Voice of the Electorate (VOTE) fund and forwarded monthly to the Chief Financial Officer of the Office and Professional Employees International Union, Local 30, AFL-CIO, 705 West Arrow Highway, Claremont, CA 91711, along with a listing of the names of contributors and the amounts.
- 25.6 The Union agrees to file deduction assignments with the Employer for each employee prior to such deductions.

ARTICLE 26 – TERM OF AGREEMENT

- 26.1 This Agreement shall be in full force and effect from the first 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 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.

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL 30

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

Title: Executive Director/CFO

Date: 7-7-14

PIPEFITTERS LOCAL UNION 208

Redacted by the U.S. Department of the
Treasury

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

Title: BUSINESS MANAGER

Date: 7-7-14

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

**Employer
Participation
Agreement**

WS0370

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: PIPEFITTERS LOCAL UNION 208
Contract Person: HENRY E. SOLANO
Address: 6350 DRUANEWAY
City, State & Zip: DENVER CO 80216
Telephone: 303-428-4380

FEB 22 2011

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.