

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

THIRD SUSPENSION APPLICATION

Exhibit 15
(Part 2 of 11)

AGREEMENT TO EXTEND CONTRACT

Between

ALAMEDA MASTER TRADE UNION AGREEMENT,

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

And

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

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

The parties also agree that any economic increases that are agreed to as a result of bargaining shall be retroactive to the initial date of expiration of the Agreement, *unless negotiated otherwise.* ATC V6

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

ALAMEDA MASTER TRADE UNION

OFFICE & PROFESSIONAL EMPLOYEES

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

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

WS 0173

**Employer
Participation
Agreement**

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

1. Employer Information.

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

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED AND

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

WS0913

Office & Professional Employees International Union | Local 29

AFL-CIO & CLC

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

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

AGREEMENT TO ADOPT REHABILITATION PLAN

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

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

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

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

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

Effective Date: January 11, 2015

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

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

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

BUILDING TRADE UNION OFFICES

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

International Union of Elevator
Constructors, Local 25

Colorado Building and Construction Trades
Council

International Brotherhood of
Boilermakers, Local 101

Operating Engineers JATC



May 1, 2014
to and including
April 30, 2017

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

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

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

ARTICLE 20 – PENSION

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

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

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

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

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

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

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

ARTICLE 21 – TECHNOLOGICAL CHANGES

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

ARTICLE 22 – GRIEVANCE AND ARBITRATION

22.1 All grievances shall be handled in the following manner:

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

ARTICLE 25 – TERM OF AGREEMENT

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

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

For the Union:

**OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL**

For the Employers:

**COLORADO BUILDING AND
CONSTRUCTION TRADES UNION**

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

MAR 28 2011

**Employer
Participation
Agreement**

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

1. Employer Information.

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

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

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

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

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

1 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

LABOR AGREEMENT

OPEIU LOCAL 11

NOV 02 2017

RECEIVED

BETWEEN

BOILERMAKERS LOCAL #242
SPOKANE, WASHINGTON

AND THE

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

FOR THE PERIOD

JULY 1, 2017

THROUGH

SEPTEMBER 30, 2020

ARTICLE 16. SAVINGS CLAUSE

Section 1. 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 decree, 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 17. SUCCESSORS CLAUSE

In the event the Employer shall by merger, consolidation, sale of assets, lease, franchise or by other means enter into an agreement with another firm or individual which, in whole or in part, affects the existing appropriate collective bargaining unit, then such successor firm or individual 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 firm or individual with which it seeks to make such Agreement as aforementioned.

ARTICLE 18. HEALTH AND WELFARE

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

ARTICLE 19. RETIREMENT

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

The Employer shall contribute five dollars and ninety-three cents (\$5.93) and in addition the surcharge amount listed in the Supplemental Contribution Schedule, per compensable hour on behalf of each employee into the Western States Office & Professional Employees Pension Fund. Be it further agreed that should there be any changes to the Supplemental Contribution Schedule the Employer shall adopt the newest schedule presented by the Trustees of the Western States Office & Professional Employees Pension Fund. Should the Western States Office & Professional Employees Pension Fund release the Employer from the obligation to pay according to the Supplemental Contribution Schedule then the minimum pension contribution amount of five dollars and ninety-three cents (\$5.93) per compensable hour shall be in full force and effect.

Effective October 1, 2017 the Employer will match an employee's contribution to the Western States 401(k) Retirement Fund up to two percent (2%) of their normal hourly rate.

Effective October 1, 2018 the Employer will match an employee's contribution to the Western States 401(k) Retirement Fund up to four percent (4%) of their normal hourly rate.

Effective October 1, 2019 the Employer will match an employee's contribution to the Western States 401(k) Retirement Fund up to six percent (6%) of their normal hourly rate.

During the life of this Agreement, all participants may elect to self-contribute to the Western States 401(k) Retirement Fund of the Office & Professional Employees International Union, Local 11 in any amount allowed by law.

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

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

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

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

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

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

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

ARTICLE 20. TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from July 1, 2017 through September 30, 2020 and shall be effective on all work covered hereby as of July 1, 2017 and from year-to-year thereafter, unless notice is given in writing by the Union or the Employer, to the other party, not less than sixty (60) days prior to September 30, 2020 or prior to the expiration of any subsequent annual period of its desire to modify, amend or terminate this Agreement and in such case, the Agreement shall be opened for modification, amendment or termination, such as the notice may indicate at the expiration of the period within which the notice is given. The parties shall begin negotiations within fifteen (15) days after receipt of this notice.

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

D

B

M

B

S

MD/dmt

opeiul l/afl-cio

Western States Office and
Professional Employees
Pension Fund

FEB 25 2011

Employer
Participation
Agreement

11-8247

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

1. Employer Information.

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

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FEB 25 2011

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

APPROVAL OF PARTICIPATION AGREEMENT

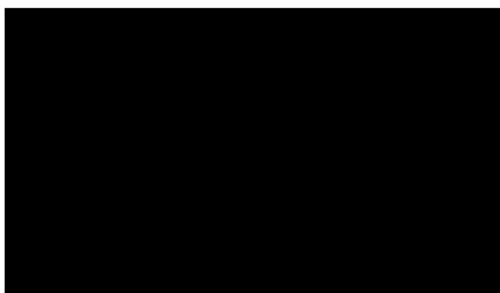
APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:



APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE:

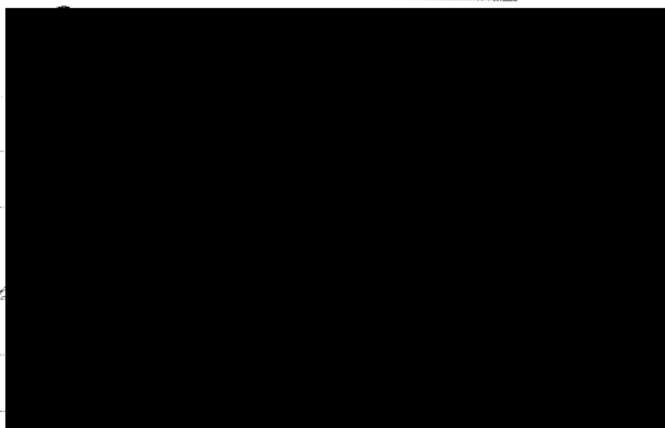
Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:



FEB 25 2011



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

Phone: 503-257-6691

800-547-8902

May 1, 2016

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

Dear Mr. Keffeler:

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

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

Sincerely,

Matthew E. Devore
Union Representative

MED/dmt
opeiu 11/ afl-cio

WS 8247



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

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

May 1, 2015

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

A & I RECEIVED
JUL 02 2015

Dear Mr. Keffeler:

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

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

Sincerely,

Union Representative

MED/dmt
opeiu 11/ afl-cio

WS 8247



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

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

A & I RECEIVED

JUL 06 2015

May 5, 2014

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

Dear Mr. Keffeler:

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

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

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

If you have any questions, please contact our office.

Sincerely,

A black rectangular redaction box covering the signature of Maureen M. Colvin.

Maureen M. Colvin
Union Representative

MMC/dmt
opeiu 11/afl-cio

A & I RECEIVED



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

WS 8247

June 25, 2012

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

Dear Mr. Keffeler:

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

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

Sincerely,

Maureen M. Corvin
Union Representative

MMCM/ig
opeiu 11
afl-cio
Letter to extend



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

April 25, 2011

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

Dear Mr. Keffeler:

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

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

Sincerely,

Michael L. Richards
Executive Secretary-Treasurer

MLR/hg
opeiu 11
afl-cio

A & I RECEIVED

FEB 14 2012

✓

WS 8247

MEMORANDUM OF UNDERSTANDING

between

BOILERMAKERS LOCAL 242

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

It is mutually agreed by all parties that the Employer agrees to continue a contribution of five dollars and ninety-three cents (\$5.93) and in addition the surcharge amount listed in the Supplemental Contribution Schedule, per compensable hour, on behalf of each employee into the Western States Office & Professional Employees Pension Fund.

Be it further agreed that should there be any changes to the Supplemental Contribution Schedule the Employer shall adopt the newest schedule presented by the Trustees of the Western States Office & Professional Employees Pension Fund. Should the Western States Office & Professional Employees Pension Fund release the Employer from the obligation to pay according to the Supplemental Contribution Schedule, then the minimum pension contribution amount of five dollars and ninety-three cents (\$5.93) per compensable hour shall be in full force and effect.

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

Agreed to on this 29 of June 2012.

MC/bg
op2011
af-cio
2012 Boilermakers 242 MOU for WSP



OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION AFL-CIO Local 11

7931 N.E. HALSEY-SUITE 103 • PORTLAND, OREGON 97213 • PORTLAND (503) 257-6691
VANCOUVER (360) 892-1370 • TOLL FREE 1-800-547-8902 • FAX (503) 253-3277
E-MAIL: opelu11@qwest.net • WEB SITE: www.opelu11.org

May 14, 2009

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

Dear Mr. Imus:

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

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

Sincerely,

Michael L. Richards
Executive Secretary-Treasurer

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



OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION AFL-CIO

Local 11

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April 10, 2008

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

Dear Mr. Imus,

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

Sincerely,



MMH/hg
opeiu11
afl-cio

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

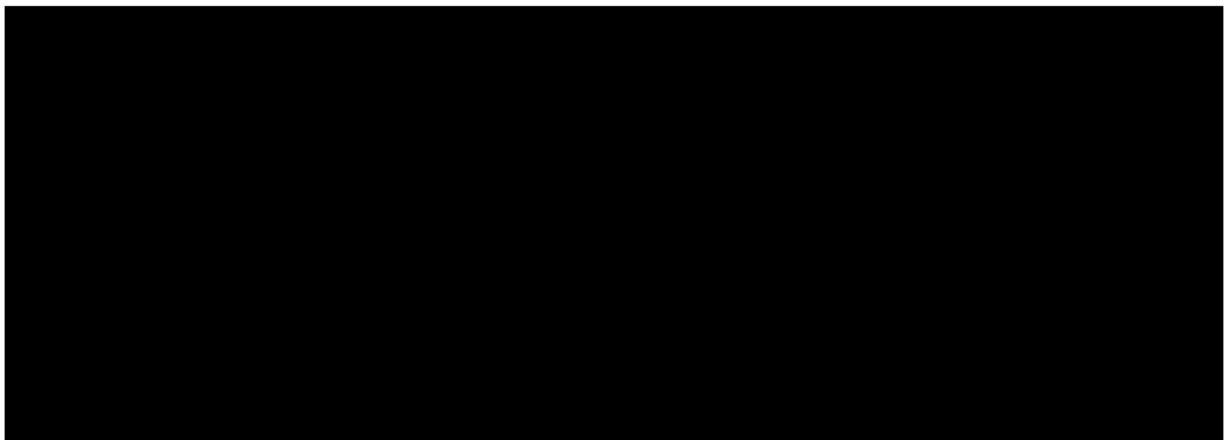
It is mutually agreed that Article XIX Retirement of this Agreement shall be amended and in full force until this agreement is re-negotiated to read as follows:

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

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

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

Date: 3 / 5, 2008.



OPEIU Local 11

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



OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION AFL-CIO Local 11
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March 29, 2007

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

Dear Mr. Imus,

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

Sincerely,

A large black rectangular box redacting the signature of Rick D. Wilson.

Rick D. Wilson
Union Representative

RDW/jst
opeiu11
afl-cio



OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION AFL-CIO Local 11

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WS 8247

September 12, 2006

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

Dear Mr. Imus,

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

Sincerely,

[Redacted Signature]

RICK D. WILSON
Union Representative

cc: Mary Kopplin

RDW/jst
Opeiu11
AFL-CIO

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

FOR THE PERIOD

April 1, 2013

THROUGH

March 31, 2016

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

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

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

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

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

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

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

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

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

ARTICLE 14. RETIREMENT PLANS

Section 1. Effective April 1, 2013 the Employer agrees to contribute to the Western States 401k Retirement Fund of the OPEIU a minimum contribution of three dollars and sixteen cents (\$3.16) per compensable hour, excluding overtime.

Effective April 1, 2014 the Employer agrees to contribute to the Western States 401k Retirement Fund of the OPEIU a minimum contribution of three dollars and sixteen cents (\$3.16) per compensable hour, excluding overtime. Employees who have new self-contributing amounts to

the 401(k), the Employer shall match any amounts up to ten cents (\$0.10) per compensable hour.

Effective April 1, 2015 the Employer agrees to contribute to the Western States 401k Retirement Fund of the OPEIU a minimum contribution of three dollars and sixteen cents (\$3.16) per compensable hour, excluding overtime. Employees who have new self-contributing amounts to the 401(k), the Employer shall match any amounts up to ten cents (\$0.10) per compensable hour.

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

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

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

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

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

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

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

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

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

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

Section 11. Effective April 1, 2013, the Employer agrees to make a minimum contribution of three dollars and ninety-three cents (\$3.93) per compensable hour to the Western States Office & Professional Employees Pension Fund for all employees. The Employer also agrees to contribute the additional seventy-four percent (74%) for the pension surcharge amount listed in the 2013 Rehab Plan, in accordance with the Supplemental Contribution Schedule, with a total contribution amount of six dollars and eighty-four cents (\$6.84) to the Western States Office & Professional Employees Pension Fund.

Effective April 1, 2014, the Employer agrees to make a minimum contribution of three dollars and ninety-three cents (\$3.93) per compensable hour to the Western States Office & Professional Employees Pension Fund for all employees. The Employer also agrees to contribute the additional eighty percent (80%) cap for the pension surcharge amount listed in the 2013 Rehab Plan, in accordance with the Supplemental Contribution Schedule, with a total contribution amount of seven dollars and seven cents (\$7.07) to the Western States Office & Professional Employees Pension Fund.

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. EDUCATION

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

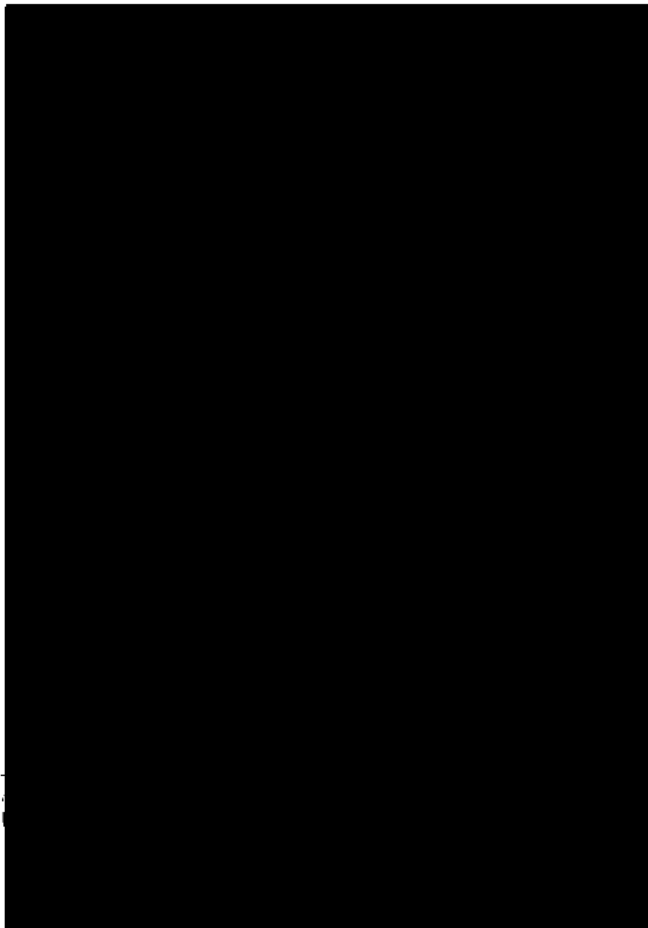
Section 2. **Tuition Reimbursement.** The Employer shall reimburse an employee for the cost of tuition, registration, associated books and fees for any classes, seminars or conferences taken by an employee on the employee's own time which are directly related to the employee's current position and which,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

ARTICLE 24. TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from April 1, 2013 through March 31, 2016, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided, that in the event the Union serves written notice in accordance with this Article, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provisions of this Agreement, any other provisions to the contrary notwithstanding. Upon signing of this Agreement or any future Agreement, the provisions therein shall be retroactive to the anniversary date.

As agreed this _____ day of June 2013:

**UNITED LABOR UNION
ASSOCIATION**



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



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

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

It is mutually agreed by all parties that effective April 1, 2010 the Employer agreed to adopt the Western States Office & Professional Employees Pension Fund Rehabilitation Plan and continue contributions, including the additional surcharge amount listed in the Supplemental Contribution Schedule, per compensable hour, on behalf of each employee into the Western States Office & Professional Employees Pension Fund.

Be it further agreed that the newly negotiated and agreed upon that Article 14/Section 11 within the Collective Bargaining Agreement shall be amended to reflect actual percentage amounts within the Supplement Contribution Schedule for the Western States Office & Professional Employees Pension Fund as follows:

- Effective April 1, 2013, the Employer agrees to make a minimum contribution of three dollars and ninety-three cents (\$3.93) per compensable hour to the Western States Office & Professional Employees Pension Fund for all employees. The Employer also agrees to contribute the additional sixty-four percent (64%) for the pension surcharge amount listed in the 2013 Rehab Plan, in accordance with the Supplemental Contribution Schedule, with a total contribution amount of six dollars and forty-five cents (\$6.45) to the Western States Office & Professional Employees Pension Fund.
- Effective April 1, 2014, the Employer agrees to make a minimum contribution of three dollars and ninety-three cents (\$3.93) per compensable hour to the Western States Office & Professional Employees Pension Fund for all employees. The Employer also agrees to contribute the additional seventy-nine percent (79%) for the pension surcharge amount listed in the 2013 Rehab Plan, in accordance with the Supplemental Contribution Schedule, with a total contribution amount of seven dollars and three cents (\$7.03) to the Western States Office & Professional Employees Pension Fund.

- Effective April 1, 2015, the Employer agrees to make a minimum contribution of three dollars and ninety-three cents (\$3.93) per compensable hour to the Western States Office & Professional Employees Pension Fund for all employees. The Employer also agrees to contribute the additional eighty percent (80%) cap for the pension surcharge amount listed in the 2013 Rehab Plan, in accordance with the Supplemental Contribution Schedule, with a total contribution amount of seven dollars and seven cents (\$7.07) to the Western States Office & Professional Employees Pension Fund.

Be it further agreed that all other language within this Article shall remain in full force and effect and this memorandum shall be pursuant to the terms and conditions of Article 21 Grievance Machinery to the Collective Bargaining Agreement should there be any dispute regarding the interpretation and/or application.

Agreed on this 29th day of August 2013

MMC/dmt
opeiul l/afl-cio

WS 1159

A & I RECEIVED

JUL 1 6 2015

AGREEMENT

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

PREAMBLE

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

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

ARTICLE 1 - UNION RECOGNITION

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

ARTICLE 2 - UNION SECURITY

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

AGREEMENT – BREMERTON METAL TRADES COUNCIL

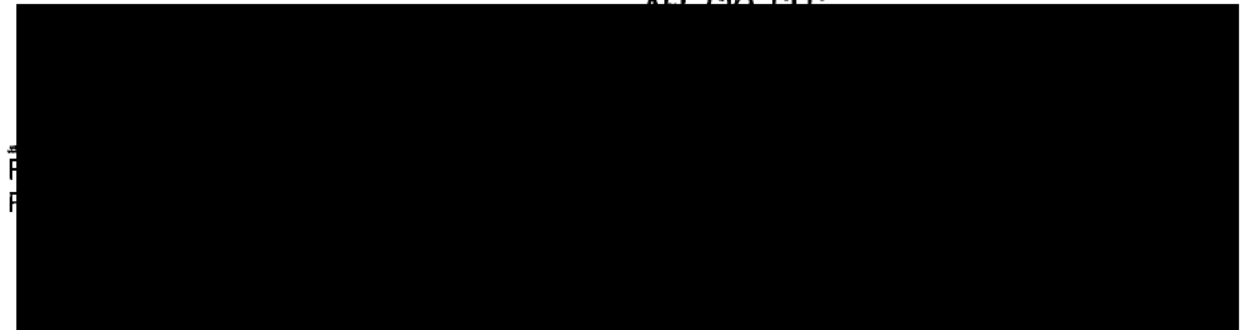
ARTICLE 24 - TERMINATION AND RENEWAL

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

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

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

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



opeiu:23
afl-cio
bmtc 2011 agr

LETTER OF UNDERSTANDING

Article 10 – Health and Welfare/Pension

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

Article 10 – Pension

The parties agree to adopt the updated rehabilitation plan.

Contribution shall be as follows:

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

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

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

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

BREMERTON METAL
TRADES

OFFICE AND PROFFESIONAL
EMPLOYEES INTERNATIONAL UNION LOCAL
NO. 23

opeiu:23
afl:cio

AGREEMENT – BREMERTON METAL TRADES COUNCIL

ARTICLE 23 - SUCCESSORS

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

ARTICLE 24 - TERMINATION AND RENEWAL

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

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

BREMERTON METAL TRADES COUNCIL,
AFL-CIO

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

opeiu:23
afi-cio
bmtc 2014 agreement

Western States Office and
Professional Employees
Pension Fund

Western States number: WS1159

FEB 15 2011

Employer
Participation
Agreement APR 04 2011

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

1. Employer Information.

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

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

APR 04 2011

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

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

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

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

American Federation of Labor + Metal Trades Department Bremerton Council

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

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

✓ employees covered by the collective bargaining agreement; and

 employees who are not covered by the collective bargaining agreement.

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

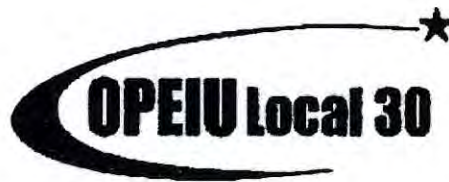
COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

**BRICKLAYERS AND ALLIED
CRAFTWORKERS LOCAL #7**



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

(Reopener for Wages May 2015 & 2016)

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

ARTICLE 20 - PENSION

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

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

ARTICLE 21 – TECHNOLOGICAL CHANGES

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

ARTICLE 22 – GRIEVANCE AND ARBITRATION

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

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

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

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

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

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

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

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

ARTICLE 23 – SKILL UPGRADE

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

ARTICLE 24 – TERM OF AGREEMENT

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

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

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

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

**BRICKLAYERS AND ALLIED
CRAFTWORKERS LOCAL #7**

Western States Office and
Professional Employees
Pension Fund

Employer
Participation
Agreement

WS 1203

RECEIVED
A&I

AUG 15 2011

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

1. Employer Information.

Name:

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

Contract Person:

Address:

5201 E. 38th Ave.

City, State & Zip:

Denver, CO 80207

Telephone:

303-777-0298

2. Local Information.

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

3. Participation.

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



An existing Participating Employer to update Plan records.

formerly
BAC 7CO



A new Participating Employer.

Effective date of coverage: _____.

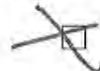


A new group of Employees of an existing Participating Employer.

Effective date of coverage: _____.

4. Coverage.

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



Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.



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

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

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

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

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

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

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

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

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

1 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED AND

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

A & I RECEIVED
AUG 15 2011

AGREEMENT

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

PREAMBLE

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

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

ARTICLE 1. RECOGNITION

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

ARTICLE 2. NEW EMPLOYEES

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

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

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

ARTICLE 3. UNION SECURITY

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

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

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

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

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

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

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

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

ARTICLE 16. NONDISCRIMINATION

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

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

ARTICLE 17. COMPENSATION

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

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

ARTICLE 20. SUCCESSOR LANGUAGE

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

ARTICLE 21. TERMINATION AND RENEWAL

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

Signed this 1st day of June, 2015.

**BAC PACIFIC NORTHWEST
ADMINISTRATIVE DISTRICT**

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 32**

David Sheppard, Director 

Allan Jacobson
Business Representative

opeiu:23
afl-cio

AGREEMENT TO ADOPT THE REHABILITATION PLAN

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

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

Effective Date: April 1, 2015

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

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

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

opeiu:23
afl-cio

AGREEMENT

WS8242

Between

BROAD & GUSMAN, LLP

And

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

November 1, 2016 – October 31, 2019



ARTICLE XIV. EMPLOYEES HOSPITALIZATION, DENTAL DRUG & MAJOR MEDICAL - continued

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

Vision Benefit

Each calendar year, an employee will be entitled to reimbursement for one office visit to an optometrist or ophthalmologist to the extent that visit is not covered by health insurance and up to Four Hundred Dollars (\$400.00) for the purchase of prescription eyeglasses or contact lenses.

ARTICLE XV. PENSION PLAN

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

Effective November 1, 2013, the employer agrees to contribute into a Trust Fund known as the Western States Office & Professional Employees Pension Fund, for the account of each employee working under this Agreement, Six Dollars and seventy-five (\$6.75) for 173.33 hours per month including overtime. If any employee under this Agreement is granted a leave of absence without pay in excess of thirty (30) days, his/her name shall be deemed to have been removed from the payroll of the Employer, and the Employer shall not be obligated to make monthly payments into the Plan for the benefits of such employee for the period of such leave.

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

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

ARTICLE XVI. LEAVES OF ABSENCE

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

ARTICLE XIX. NO STRIKE, NO LOCKOUT

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

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

ARTICLE XX. DURATION OF AGREEMENT

This Agreement, together with all provisions set forth herein, shall continue in full force and effect from November 1, 2013 to October 31, 2016 and shall continue in full force and effect thereafter unless either party hereto shall desire a change, in which case s/he shall give the other party notice in writing of the desired changes at least sixty (60) days and not more than ninety (90) days prior to the anniversary date of this Agreement in any one (1) year. In such event, negotiations shall be reopened in order to revise the Article or Articles regarding which notice of the proposed changes has been served. When agreed upon, these changes shall be incorporated into this Agreement, effective as of the beginning of the year's term for which the revisions were proposed. Any strike or stoppage of work after the expiration or modification date of this Agreement shall not be deemed in violation of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and their seals this _____ day of _____ 2013.

LAW OFFICES OF BARRY BROAD OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 29

By: _____

Date: _____

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

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

WSOP 2011
APR 18 2011

**Employer
Participation
Agreement**

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

1. Employer Information.

Name:

Contract Person:

Address:

City, State & Zip:

Telephone:

Broadie Gasman, LLP

Melissa Mayago

1127 11th Street Suite 501

Sacramento, CA 95814

916 442-5499

2. Local Information.

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

3. Participation.

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



An existing Participating Employer to update Plan records.



A new Participating Employer.

Effective date of coverage: _____.



A new group of Employees of an existing Participating Employer.

Effective date of coverage: _____.

4. Coverage.

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



Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.



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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

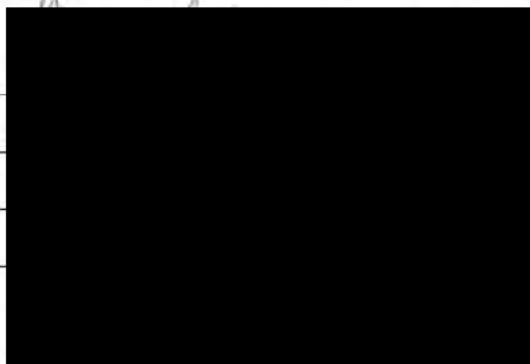
APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____



APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____



COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

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



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

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

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

ARTICLE 20 – PENSION

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

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

ARTICLE 21 – MATERNITY LEAVE

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

ARTICLE 22 – TECHNOLOGICAL CHANGES

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

ARTICLE 23 – DISCIPLINE PROCEDURE

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

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

ARTICLE 28 – LONGEVITY PAY

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

ARTICLE 29 – OCCUPATIONAL SAFETY & HEALTH

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

ARTICLE 30 – PARKING

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

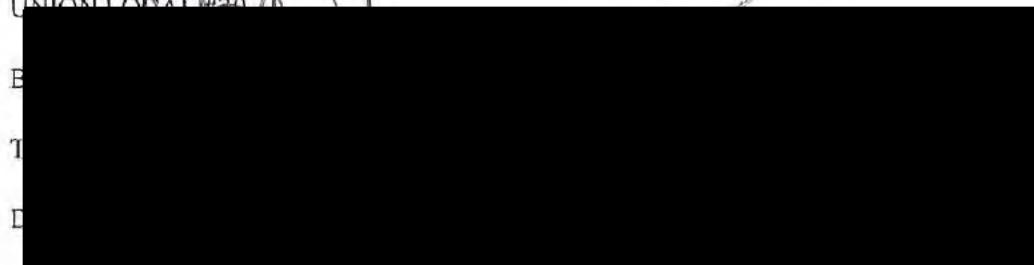
ARTICLE 31 – TERM OF AGREEMENT

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

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

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL #30

Buescher, Kelman, Perera, & Turner PC



Western States Office and
Professional Employees
Pension Fund

250960
FEB 15 2011

Employer
Participation
Agreement

APR 11 2011

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

1. Employer Information.

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

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

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

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

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

8 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

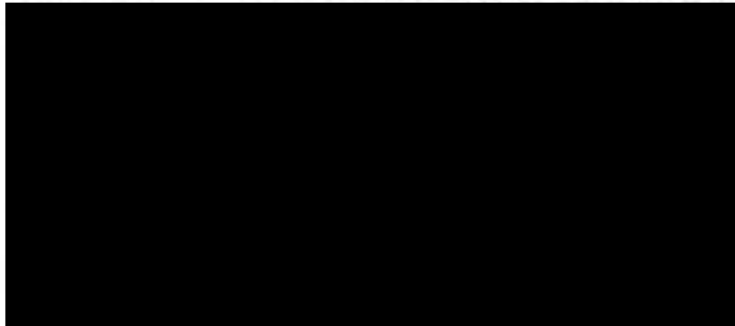
APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:



APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE:

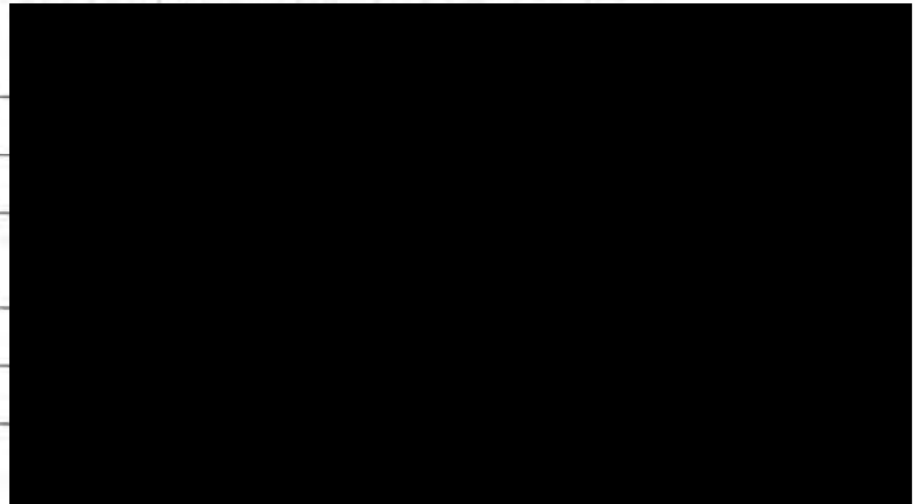
Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:



AFL-CIO & CLC

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

May 23, 2017

Siranoush Wilson
Sr. Benefits Coordinator
BeneSys Administrators, Inc.
1220 SW Morrison Street, Suite 300
Portland OR 97250

**Re: California Federation of Teachers, AFT, AFL-CIO
Collective Bargaining Agreement
October 1, 2016 to September 30, 2019**

Dear Ms. Wilson:

Enclosed please find a duly executed copy of the above-referenced Agreement for BeneSys Administrators, Inc.'s files. Please update your pension files to reflect the new Contract rates.

Thank you for your time and assistance in this matter

Sincerely,

Lily T. Muñoz

Office Manager/
Executive Secretary

Enclosure (1)

TR/lm(CFT47616)
cwa:9415/afl-cio

INS
4130
- ER file
✓ exp
- scanned
✓ rates

AGREEMENT

This Agreement, made and entered into on October 1, 2016 through September 30, 2019, by and between the California Federation of Teachers, AFT, AFL-CIO, party of the first part, hereinafter called the "Employer" and Office and Professional Employees International Union, Local 29 and Office and Professional Employees International Union, Local 537, party of the second part, affiliates with Office and Professional Employees International Union, AFL-CIO, hereinafter referred to as the "Union."

WITNESSETH

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

ARTICLE 1 – RECOGNITION

This Agreement shall cover the working conditions, wages and hours of employment affecting the office employees of the Employer subject to the jurisdictions of OPEIU Locals 29 and 537 and the Employer agrees to recognize OPEIU Locals 29 and 537 as the sole bargaining agents for such employees.

ARTICLE 2 – UNION SECURITY

- A. It shall be the condition of employment that all employees covered by this Agreement within thirty (30) days after their initial date of employment in the bargaining unit or the execution date of this Agreement, whichever occurs later, either shall become and remain a member of the Union in good standing or shall tender to the Union a service fee as provided below. Those employees who maintain a non-member status or change their status to a non-member status and who are covered by the terms of this Agreement shall, as a condition of employment, pay an initial service fee and regular service fees in an amount not to exceed the amount of the full membership dues to the Union for the purpose of aiding the Union in defraying costs incurred in connection with the Union's obligations and responsibilities as the exclusive collective bargaining representative of bargaining unit employees.
- B. Upon receipt of a duly authorized form, the Employer agrees to deduct or collect initiation and monthly dues of each regular employee and to deduct or collect each month, a work permit fee for temporary employees on the payroll each month after thirty (30) calendar days of employment.
- C. All money deducted or collected by the Employer shall be remitted to the Unions on or before the tenth (10th) day of the month following that in which the deductions or collections are made. The Employer shall submit to the financial officers of the Unions, a monthly record of those employees for whom deductions or collections have been made.
- D. The Employer agrees to notify Unions or representatives thereof, of existing vacancies in the classifications covered by this Agreement and to afford it an opportunity to send applicants for

Article 8 (H – I) continued

- H. For employees retiring with at least fifteen (15) years of service and upon eligibility for Medicare, the CFT contribution for healthcare is limited to the employee only and will pay for Medicare Part B at the standard rate plus an annual maximum of two thousand five hundred dollars (\$2,500) for a supplemental policy and Part D at the standard rate.
- I. IRC 125: The Employer shall provide a tax-deferred account for medical expenses or day care expenses (IRC 125 Plan). Effective January 1, 2009, the employer will make a five hundred dollar (\$500.00) per employee per year contribution into an IRC 125 Plan.

ARTICLE 9 – PENSION PLAN

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

The Employer shall pay the cost of the OPEIU 29 Rehabilitation plan at the capped maximum of eighty percent (80%) and not to be exceeded. Any increase proposed to the rehabilitation plan must be negotiated with the CFT.

- D. The parties agree that employees employed pursuant to said Collective Bargaining Agreement shall become participants in the Western States 401k Retirement Fund of the OPEIU and shall be entitled to have contributions made to said Plan on their behalf by way of wage deferrals in accordance with the rules of the Plan.

It is further agreed that the Employer shall contribute eighty dollars (\$80.00) per month to said Western States 401k Retirement Fund of the OPEIU for each employee. Effective January 1, 2017, the Employer shall contribute one hundred five dollars (\$105.00) per month to said Western States 401k Retirement Fund of the OPEIU for each employee.

ARTICLE 10 – VACATIONS

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

- A. Employees, after having served one (1) year of employment, shall be entitled to two (2) weeks' vacation with full pay.

FOR THE EMPLOYER:

California Federation of Teachers

FOR THE UNION:

OPEIU Local 29



29 - WS 4130

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



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

September 28, 2011

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

Re: Account 29-4130

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

American Federation of
Teachers, AFL-CIO

Dear Plan Administrators:

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

Sincerely,

[Redacted signature block]

Jeff Freitas-Secretary Treasurer
Es

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

A & I RECEIVED
OCT 21 2011

Union printed on 100 percent
post-consumer recycled paper

Draft of Article 9, Section A

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

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

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

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

A & I RECEIVED
OCT 21 2011

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

29 4130
FEB 14 2011

**Employer
Participation
Agreement**

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

1. Employer Information.

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

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

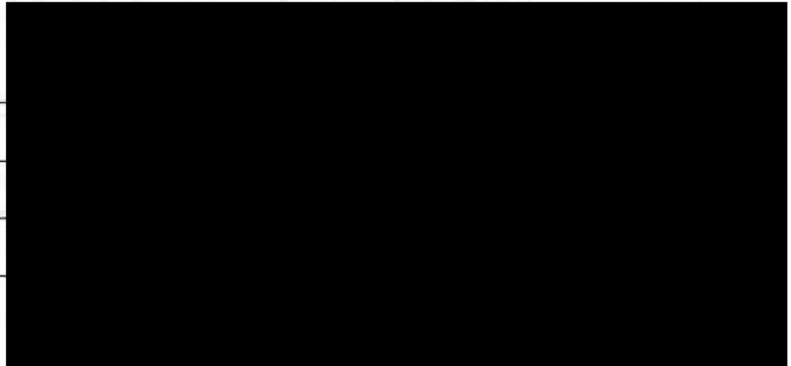
APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____



APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: _____

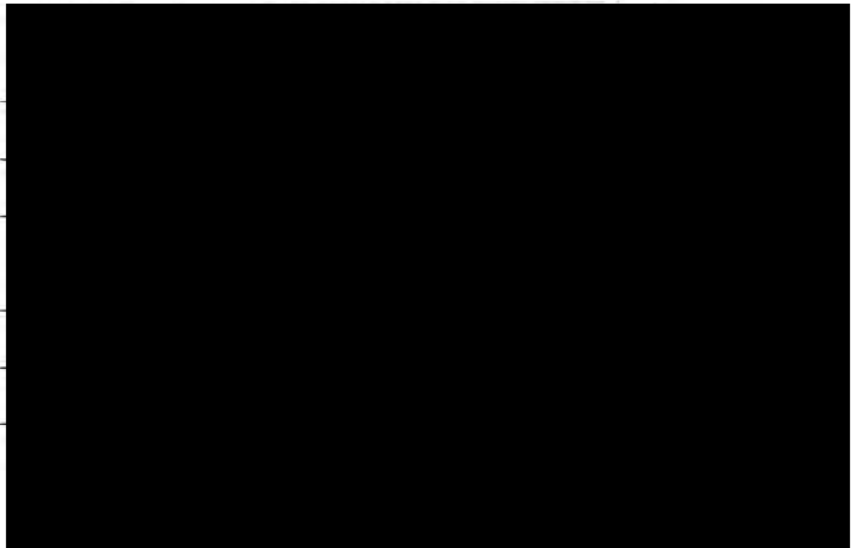
Print Name: _____

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____



OPEIU LOCAL 11

MAR 7 2016

RECEIVED

LABOR AGREEMENT

BETWEEN

CARPENTERS INDUSTRIAL COUNCIL, UBC

AND THE

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 11
AFL-CIO

FOR THE PERIOD

APRIL 1, 2016

THROUGH

MARCH 31, 2019

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

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

ARTICLE 12. TERMINATION

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

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

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

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

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

ARTICLE 13. HEALTH & WELFARE

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

ARTICLE 14. RETIREMENT PLANS

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

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

Section 2. During the life of this Agreement, all participants may elect to self-contribute to the Western States 401k Retirement Fund of the OPEIU in accordance with the Summary Plan Description, such contributions not to change from April 1 to April 1 of any year.

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

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

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

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

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

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

Section 9. Employer contributions shall begin on the hiring date of each regular full-time or regular part-time employee of the Employer.

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

Section 11. It is mutually agreed by all parties that effective April 1, 2010 and for the duration of this Agreement, the Employer agrees to continue a contribution amount of two dollars and seventy cents (\$2.70) and in addition the surcharge amount listed in the Supplemental Contribution Schedule, per compensable hour, on behalf of each employee into the Western States Office and Professional Employees Pension Fund.

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

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

ARTICLE 15. HEALTH & SANITATION

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

ARTICLE 16. NON-DISCRIMINATION

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

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

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

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

ARTICLE 17. RATES OF PAY

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

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

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

ARTICLE 18. UNION REPRESENTATIVE

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

ARTICLE 19. UNION LABEL STAMP – UNION SHOP CARD

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

ARTICLE 23. TERMINATION AND RENEWAL

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

MED/dmt
opeiul l/afl-cio

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

Mailed
2/11/11

February 2, 2011

11-4880

FEB 14 2011

RECEIVED

FEB 03 2011

**CARPENTERS INDUSTRIAL
COUNCIL**

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

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

Dear Employer:

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

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

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

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

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

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

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

Sincerely,

WSOPE Pension Fund Administrative Office

Encl.

(OVER)

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

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

**Employer
Participation
Agreement**

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

1. Employer Information.

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

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

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

OPEIU LOCAL 11

APR 13 2016

RECEIVED

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. EDUCATION

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

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

ARTICLE 17. NON-DISCRIMINATION

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

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

ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31st day of March 2016:

UNITED LABOR UNION

OFFICE & PROFESSIONAL

A

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 effect until the expiration of the Collective Bargaining Agreement.



Western States Office and
Professional Employees
Pension Fund

WS 2162

Employer
Participation
Agreement

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

1. Employer Information.

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

2. Local Information.

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

3. Participation.

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

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

A & I RECEIVED
AUG 11 2011

4. Coverage.

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

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

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

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

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

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

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

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

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

1 employees covered by the collective bargaining agreement; and

 employees who are not covered by the collective bargaining agreement.

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

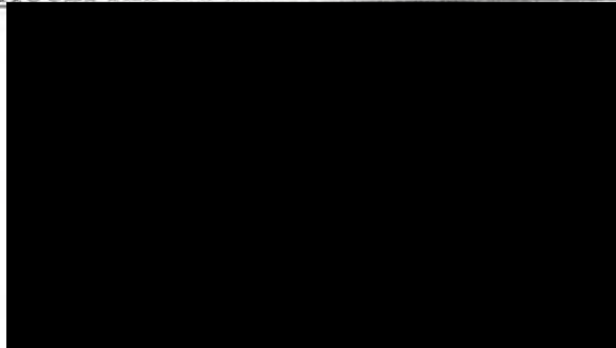
APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:



APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE:

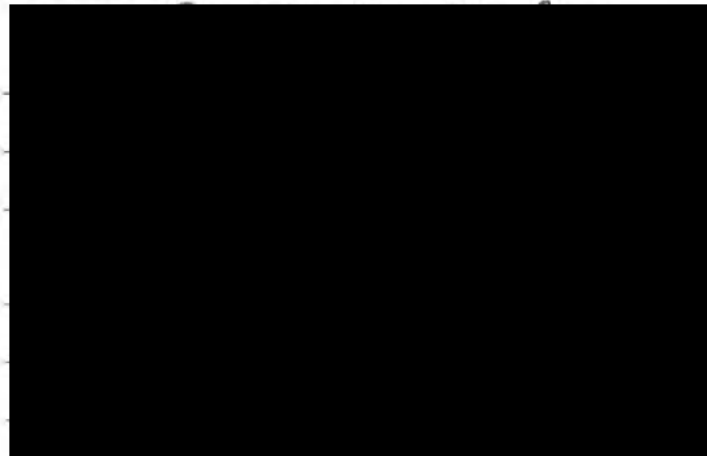
Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:



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AUG 11 2011

WS 1069

AGREEMENT

Between

CHABOT FEDERAL CREDIT UNION

and

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

September 1, 2014 to December 31, 2017



ARTICLE 16 - PENSION/RETIREMENT PLAN - continued

Western States Office & Professional Employees Pension Fund

The Employer agrees to contribute into a Trust Fund known as Western States Office & Professional Employees Pension Fund for the account of each eligible employee working under this Agreement, the sum of ninety cents (\$.90) for each hour worked or paid for.

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

ARTICLE 17 - EMPLOYEE TRAINING

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

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

ARTICLE 18 - SENIORITY AND LAYOFF

Seniority

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

Layoff

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

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

ARTICLE 29 - DURATION OF AGREEMENT AND PROVISIONS FOR AMENDMENT

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

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

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

CHABOT FEDERAL CREDIT UNION



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



TR/lm(CHB090114)
cwa:9415/afl-cio

SIDE LETTER OF AGREEMENT

Between

CHABOT FEDERAL CREDIT UNION

And

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

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

CHABOT FEDERAL CREDIT UNION

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



By

Date

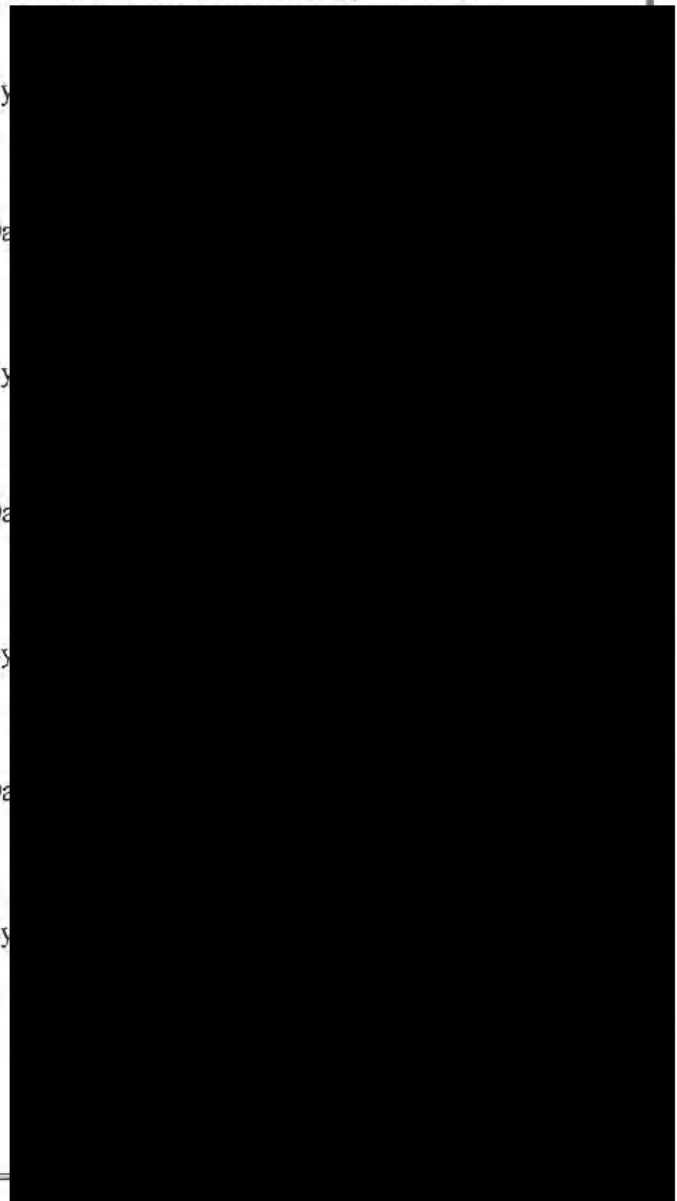
By

Date

By

Date

By



TR/lm(CHB090114
cwa:9415/afl-cio

Western States Office and
Professional Employees
Pension Fund

WS 10 10 69

FEB 11 2011

Employer
Participation
Agreement

APR 04 2011

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

1. Employer Information.

Name:

CHARBOT FEDERAL CREDIT UNION

Contract Person:

LARRY A. SCHAFER

Address:

7080 DONLON WAY, STE 100

City, State & Zip:

DUBLIN, CA 94568-2788

Telephone:

925 828-1320 ext 108

2. Local Information.

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

3. Participation.

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



An existing Participating Employer to update Plan records.



A new Participating Employer.

Effective date of coverage: _____



A new group of Employees of an existing Participating Employer.

Effective date of coverage: _____

4. Coverage.

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



Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.



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

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

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

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

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

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

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

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

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

6 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

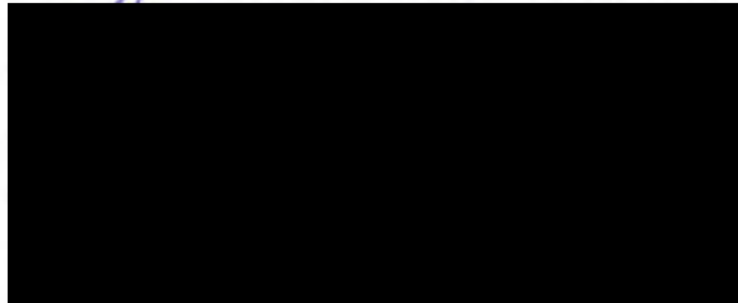
APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:



APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

FEB 11 2011

CO-CHAIR SIGNATURE: _____

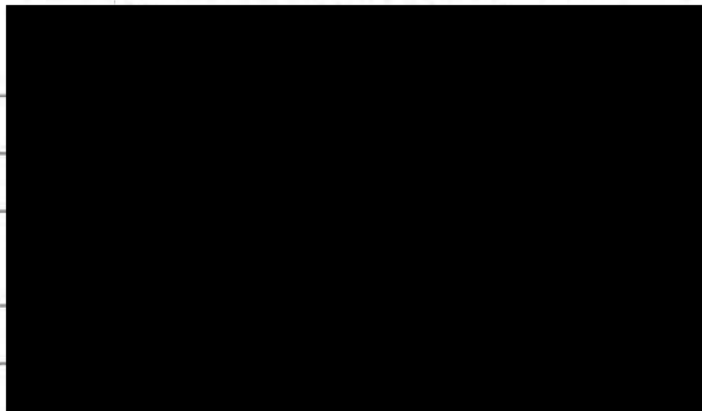
Print Name: _____

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____



WS 0169
WS 0913
WS 0173
WS 1166

WS 0153
WS 4340
WS 1144
WS 0155

WS 1067
WS 0726

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

**TRADE UNION OFFICE AGREEMENT
ALAMEDA COUNTY**

And

RECEIVED
APR 06 2016

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

JULY 1, 2014 – JUNE 30, 2016



Bricklayers APPR OAKLAND =
Bricklayers JATC

July 1, 2014 – June 30, 2016

TRADE UNION OFFICE AGREEMENT - ALAMEDA COUNTY

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

WITNESSETH

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

ARTICLE 1. RECOGNITION

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

ARTICLE 2. UNION SECURITY

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

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

ARTICLE 11. CLASSIFICATIONS AND MINIMUM WAGE SCALES - continued

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

ARTICLE 12. PENSION PLAN

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

Effective 11/1/2009
\$6.25

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

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

ARTICLE 12. PENSION PLAN - continued

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

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

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

ARTICLE 13. TERMINATION PAY

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

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

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

ARTICLE 32. UNION ELECTIONS

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

ARTICLE 33. SUCCESSORS AND ASSIGNS

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

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

ARTICLE 34. INDUSTRIAL WELFARE COMMISSION ORDER

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

ARTICLE 35. DURATION OF AGREEMENT, PROVISIONS FOR AMENDMENT

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

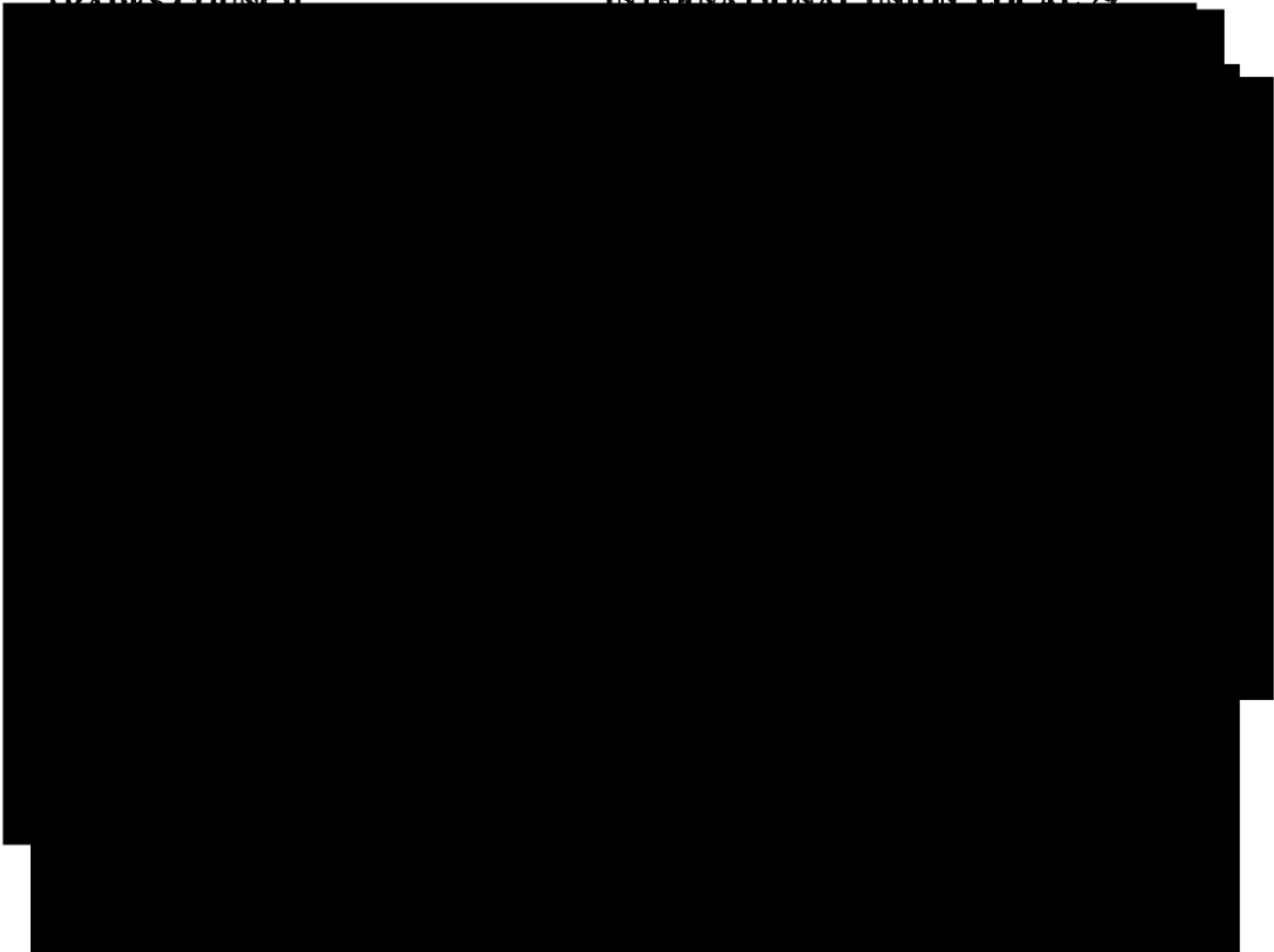
All side letters shall remain in effect for the duration of this Agreement.

FOR THE EMPLOYER:

**ALAMEDA BUILDING & CONST.
TRADES COUNCIL**

FOR THE UNION:

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



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

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

AGREEMENT TO EXTEND CONTRACT

Between

ALAMEDA MASTER TRADE UNION AGREEMENT,

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

And

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

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

The parties also agree that any economic increases that are agreed to as a result of bargaining shall be retroactive to the initial date of expiration of the Agreement, *unless negotiated otherwise.* AFE V6

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

ALAMEDA MASTER TRADE UNION

OFFICE & PROFESSIONAL EMPLOYEES

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

WS0169

Office & Professional Employees International Union | Local 29

AFL-CIO & CLC

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

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

AGREEMENT TO ADOPT REHABILITATION PLAN

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

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

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

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

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

Effective Date: January 1, 2015

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

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

EMPLOYER APPROVAL

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Phone (510) 746-5960 | Fax (510) 746-5977 | www.opelu29.org

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

MAR 11 2011

**Employer
Participation
Agreement**

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

1. Employer Information.

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

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a (insert form of business): NON PROFIT ORGANIZATION

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

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

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

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

1 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

MAR 11 2011

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

APPROVAL OF PARTICIPATION AGREEMENT

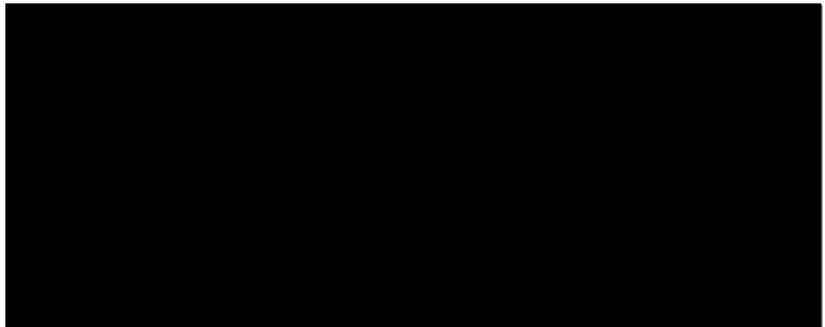
APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:



APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE:

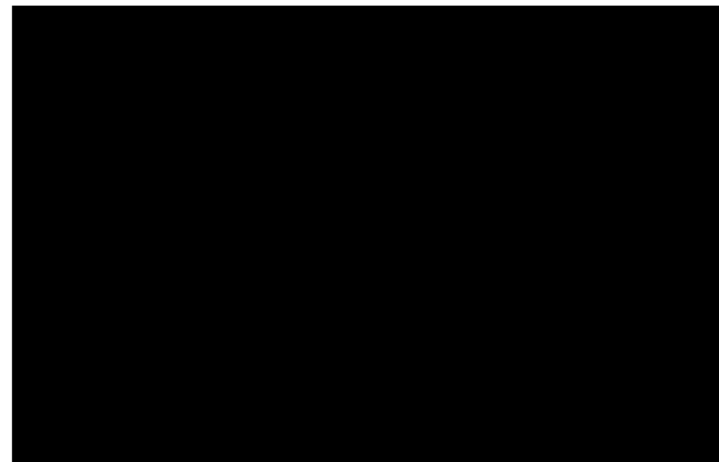
Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:



COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

BUILDING TRADE UNION OFFICES

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

International Union of Elevator
Constructors, Local 25

Colorado Building and Construction Trades
Council

International Brotherhood of
Boilermakers, Local 101

Operating Engineers JATC



May 1, 2014
to and including
April 30, 2017

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

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

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

ARTICLE 20 – PENSION

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

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

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

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

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

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

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

ARTICLE 21 – TECHNOLOGICAL CHANGES

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

ARTICLE 22 – GRIEVANCE AND ARBITRATION

22.1 All grievances shall be handled in the following manner:

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

ARTICLE 25 – TERM OF AGREEMENT

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

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

For the Union:

For the Employers:

**OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL**

**COLORADO BUILDING AND
CONSTRUCTION TRADES UNION**

Western States Office and
Professional Employees
Pension Fund

WS 0721

Employer
Participation
Agreement

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

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SEP 26 2011

1. Employer Information.

Name:

COLORADO BUILDING & CONSTRUCTION TRADES
COUNCIL

Contract Person:

Address:

7510 W. MISSISSIPPI AVE., SUITE 240

City, State & Zip:

LAKEWOOD, CO 80226

Telephone:

303) 936-3301

2. Local Information.

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

3. Participation.

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



An existing Participating Employer to update Plan records.



A new Participating Employer.

Effective date of coverage: _____



A new group of Employees of an existing Participating Employer.

Effective date of coverage: _____

4. Coverage.

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



Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.



Request from OPEIU Local # 5
Nonbargaining unit employees described in Attachment B (see note).

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

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

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

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

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

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

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

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

_____ employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

SEP 26 2011
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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

OFFICE & PROFESSIONAL

A

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 effect until the expiration of the Collective Bargaining Agreement.



AGREEMENT

Between

WS0027

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

And

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

May 1, 2013 – June 30, 2018



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

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

ARTICLE XVI. PENSION AND ANNUITY

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

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

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

Section 2.

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

ARTICLE XVII. LEAVES OF ABSENCE

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

ARTICLE XVIII. BOARD OF ADJUSTMENT

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

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

ARTICLE XX. NO STRIKE, NO LOCKOUT

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

ARTICLE XXI. DURATION OF AGREEMENT

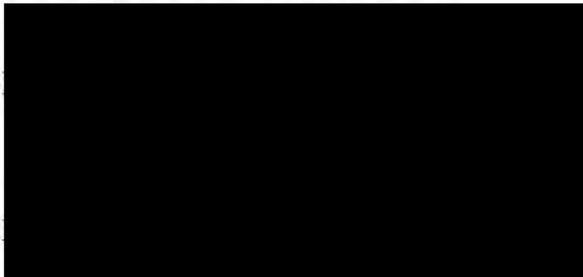
Section 1. The term of this Agreement shall commence on the 1st day of May 2013 and continue until the 30th day of June 2018, and shall be automatically extended from year to year thereafter unless either party desiring to negotiate a new Agreement shall notify the other party, in writing, no less than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

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

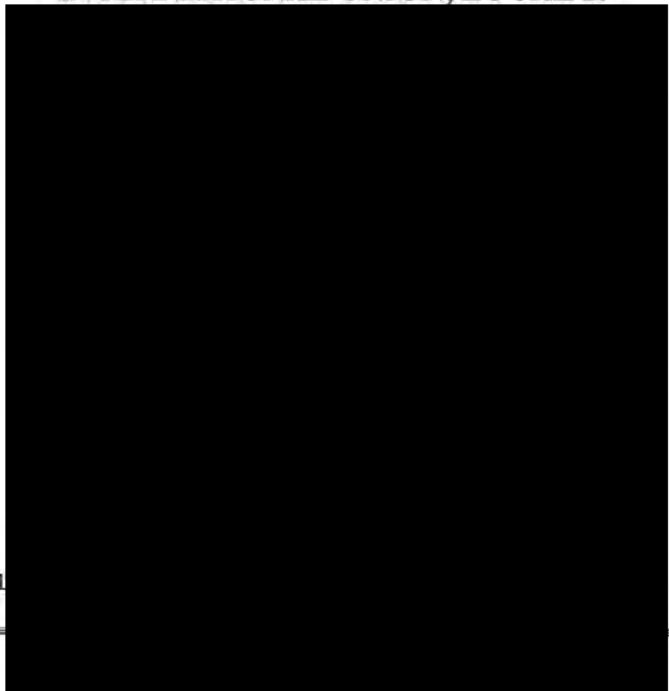
Section 3. Negotiations upon a new Agreement shall begin by mutual agreement and may continue until a new Agreement is reached and, during said negotiations, this present Agreement shall remain in full force and effect, except that during such negotiations subsequent to the expiration date hereof, either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

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

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



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



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

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

RECEIVED

AUG 12 2013

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND **OPEIU 29****AGREEMENT TO ADOPT REHABILITATION PLAN**

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

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

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

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

Effective Date: MAY 1, 2013Check applicable line: ☒ Rehabilitation Plan Schedule
☐ Default Rehabilitation Plan Schedule

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

EMPLOYER APPROVAL**UNION APPROVAL**

Signature

Title:

Date:

PGS/lm/0
cwa:9415/af-cio

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

THIRD SUSPENSION APPLICATION

Exhibit 15
(Part 3 of 11)

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

FEB 14 2011

29
0077

**Employer
Participation
Agreement**

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

1. Employer Information.

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

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED AND

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

**COMMUNICATIONS WORKERS OF AMERICA
LOCAL UNION 7777**



May 1, 2014
to and including
April 30, 2017

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

- 8.10** Employees who suffer from extended illness or injuries and who have exhausted all of their incidental illness bank of hours, serious illness bank of hours, vacation time, and earned work time may, with management approval, be offered the use of other bargaining unit employees serious illness bank of hours.

ARTICLE 9 – HEALTH AND WELFARE

- 9.1** The Employer shall make contributions to the OPEIU Locals 30/537 Health Fund or any other health and welfare plan mutually agreed upon by the employees and the Employer. The Employer will pay the cost of coverage up to one thousand one hundred thirty four dollars (\$1,134.00) per month for its employees covered by the Plan. Should the carrier of the insurance be changed, the Employer reserves the right to discuss with the Union the cost of coverage.
- 9.2** The Employer contribution as provided herein shall be made on eligible employees on the effective date, except for employees serving the thirty (30) day probationary period. The contribution for probationary employees shall start on the first of the month following the thirty (30) day probationary period.
- 9.3** The Employer shall continue payments for the first sixty (60) days for any employee on sick leave or personal leave of absence, or who is on a temporary layoff status. After sixty (60) days, the employee shall make provision for the payment of the full amount of the contribution which is to be then paid by the employee.
- 9.4** When an employee is injured on the job, the Employer will continue to make monthly contributions for eighteen months after the injury occurs.
- 9.5** This shall apply to all employees not presently covered by another health and welfare plan which is Employer-paid, and such employees currently covered by another Employer-paid health plan shall have the option of continuing under their old plan, changing to the Office Employees Health Benefit Fund Plan or any other plan mutually agreed upon by the employees and the Employer.
- 9.6** Regularly scheduled part-time employees who work over twenty-five (25) hours per week shall be covered by the provisions of this Article.

ARTICLE 10 – PENSION

- 10.1** The Employer agrees to contribute to the Western States Office and Professional Employees Pension Fund, a contribution on behalf of each employee in the amount of one dollar and seventy cents (\$1.70) per hours paid for.

The Employer contribution, as provided herein, shall be made on eligible employees on the effective date, except for the employees serving the thirty (30) day probationary period. The contributions for probationary employees shall start on the first of the month following the thirty (30) day probationary period.

- 10.2** If an employee is injured on the job, the Employer shall continue to pay the required contributions for a period of eighteen (18) 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 sixty (60) working days, the Employer will not be required to pay into the Fund after the first sixty (60) days until the employee returns to work.
- 10.3** Regular part-time employees who work over twenty-five (25) hours per week, shall be covered by the provisions of this Article.
- 10.4** Effective with the April, 2011 hours paid, the Employer agrees to adopt the Western States Office and Professional Employees Pension Rehabilitation Plan and to contribute on behalf of each employee the contribution amount listed in the Updated Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the Contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in Article 10.1.

ARTICLE 11 – CLASSIFICATIONS AND WAGES

- 11.1** Effective June 1, 2014 employees shall be paid the following minimum scale of wages:

<u>Classification</u>	<u>Per Week</u>
<u>Full Charge Bookkeeper or Systems Administration</u>	
0-6 months	\$737.80
6-12 months	\$787.85
12-18 months	\$839.30
18-24 months	\$890.05
Thereafter	\$935.90
<u>Office Secretary</u>	
0-6 months	\$696.10
6-12 months	\$743.56
12-18 months	\$791.76
18-24 months	\$839.59
Thereafter	\$883.00

ARTICLE 25 – UNION LABEL

- 25.1** The OPEIU Logo is the exclusive property of Office and Professional Employees International Union, Local 30 and may be used only by members of OPEIU on documents which are produced and/or processed by members of OPEIU Local 30.

ARTICLE 26 – DISCIPLINE PROCEDURE

- 26.1** In the administration of this Article, a basic principle shall be that discipline should be corrective in nature rather than punitive. No employee may be disciplined or discharged except for just cause such as, but not limited to insubordination, pilferage, intoxication (drugs or alcohol), incompetence, failure to perform work as requested, or failure to observe safety rules and regulations. Any such discipline or discharge shall be subject to the grievance and arbitration procedure provided for in this Agreement, which could result in reinstatement and restitution, including back pay.

ARTICLE 27 – EMPLOYEE DIGNITY

- 27.1** The Employer agrees that it is important and in the best interest of both parties to refrain whenever possible from any actions that would harm the personal dignity of an employee or that would tend to lower an employee in the esteem of other employees. The Employer will use its best efforts to hold in private any discussion of discipline of an employee or of deficiencies in any employee's performance. If a discussion with an employee is considered to be a disciplinary discussion, it will be so stated and a Union representative will be present unless the employee specifically requests that a Union representative not be present.

ARTICLE 28 – TERM OF AGREEMENT

- 28.1** This Agreement shall be in full force and effect from the first day of May, 2014 to and including the thirtieth day of April, 2017.
- A) Both parties agree that contact will be made between February 15 and February 22 of each year thereafter to inform the other party of either their interest in opening the contract for negotiations or their intent to extend the contract for another year.
 - B) Should either party choose to change or amend this Agreement, they shall notify the other party in writing, specifying the changes desired, no later than March 2 of any year following the expiration of this Agreement. Changes in this Agreement shall be limited to those outlined in writing, and all items of the Agreement not specifically set forth in the written notice shall be regarded as automatically renewed.

- C) Either party may serve a written notice on the other party not less than sixty (60) days nor more than seventy-five (75) days prior to May 1, 2016 to amend the cost of health and welfare as well as the wages rates provided for in this Agreement. Upon receipt of such notice, the other party will immediately meet and negotiate in good faith concerning the modification proposed.

28.2 Negotiations shall begin within fifteen (15) day after receipt of such notice unless such time is extended by mutual agreement.

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

**COMMUNICATIONS WORKERS
OF AMERICA, LOCAL #7777**



/opeiu#30
afl-cio

/opeiu30
afl-cio

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

**Employer
Participation
Agreement**

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

FEB 11 2011

1. Employer Information.

Name: Communications Workers of America Local 7777
Contract Person: DAVE E. FELLER
Address: 2840 S. VALLEJO ST.
City, State & Zip: ENGLEWOOD, CO 80110
Telephone: 303-781-8700

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): CWA 7777.

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

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

3 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

APPROVED AND

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____



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 _____ FOR THE MASTER TRADE SECTION



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

8-
8155

FEB 23 2011

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: COMMUNICATIONS WORKERS OF AMERICA LOCAL 7800
Contract Person: DEBBIE STEVENS
Address: 2122 THIRD AVE
City, State & Zip: SEATTLE WA 98121
Telephone: (206) 441-7800

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED AND

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

8-8138
Piledrivers
2396

OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

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

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

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

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

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

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

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

OFFICE AND PROFESSIONAL EMPLOYEES

FOR THE TRADE SECTION EMPLOYERS



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

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

OFFICE & PROFESSIONAL

A

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 effect until the expiration of the Collective Bargaining Agreement.



A & I RECEIVED

AUG 11 2011

WS 2220

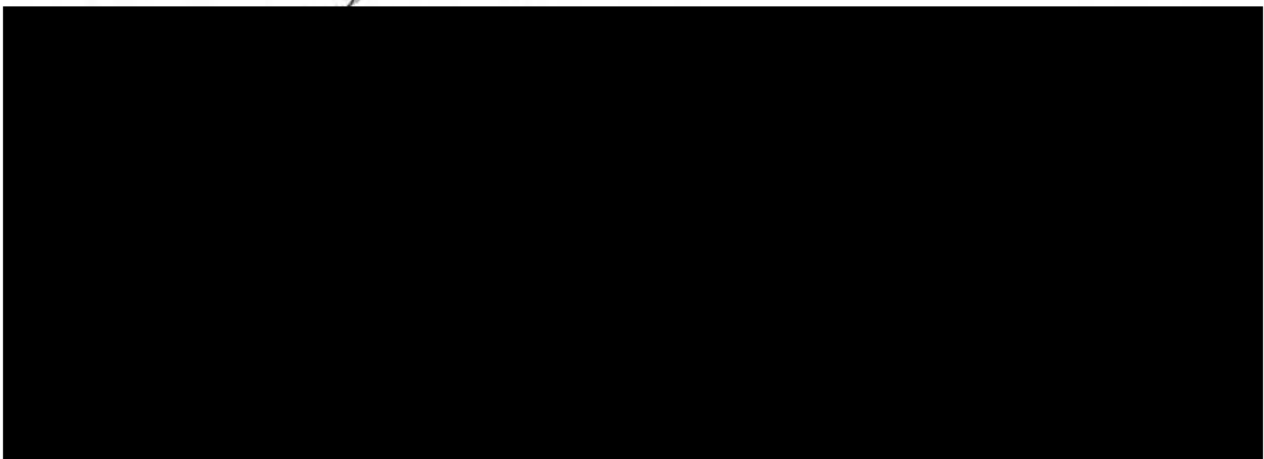
MEMORANDUM OF UNDERSTANDING
between
COMMUNICATION WORKERS OF AMERICA LOCAL 7901
UNITED LABOR UNION ASSOCIATION
and the
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

This Memorandum of Understanding is entered into between the Communication Workers of America Local 7901 and the Office & Professional Employees International Union, Local 11 and specifically shall be in accordance with Article 14 Retirement Plans within the Collective Bargaining Agreement for United Labor Union Association and solely for membership employed by the Communication Workers of America Local 7901.

It is mutually agreed by all parties that the Employer agrees to continue a contribution of three dollars and ninety-nine cents (\$3.99) and in addition the surcharge amount listed in the Supplemental Contribution Schedule, per compensable hour, on behalf of each employee into the Western States Office & Professional Employees Pension Fund.

Be it further agreed that should there be any changes to the Supplemental Contribution Schedule the Employer shall adopt the newest schedule presented by the Trustees of the Western States Office & Professional Employees Pension Fund. Should the Western States Office & Professional Employees Pension Fund release the Employer from the obligation to pay according to the Supplemental Contribution Schedule, then the minimum pension contribution amount of three dollars and ninety-nine cents (\$3.99) per compensable hour shall be in full force and effect.

This Memorandum of Understanding shall be pursuant to the terms and conditions of Article 19 Grievance Procedure to the Collective Bargaining Agreement should there be any dispute regarding the interpretation and/or application.



all-cio
Comm Workers 7901 MOU for WSP Revised

Western States Office and
Professional Employees
Pension Fund

Employer
Participation
Agreement

W 2220

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:

COMMUNICATIONS WORKERS OF AMERICA #7901

Contract Person:

MADELYN ELDER

Address:

10011 SE DIVISION ST Suite 302

City, State & Zip:

PORTLAND OR 97266

Telephone:

503-238-6666

2. Local Information.

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

3. Participation.

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



An existing Participating Employer to update Plan records.



A new Participating Employer.

Effective date of coverage: _____



A new group of Employees of an existing Participating Employer.

Effective date of coverage: _____

A & I RECEIVED
AUG 10 2011

4. Coverage.

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



Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.



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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE _____

Print Name _____

Title _____

Date Signed _____

APPROVED

CO-CHAIR SIGNATURE _____

Print Name _____

Date Signed _____

CO-CHAIR SIGNATURE _____

Print Name _____

Date Signed _____

A & I RECEIVED
AUG 10 2011

WS 0169
WS 0913
WS 0173
WS 1166

WS 0153
WS 4340
WS 1144
WS 0155

WS 1067
WS 0726

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

**TRADE UNION OFFICE AGREEMENT
ALAMEDA COUNTY**

And

RECEIVED
APR 06 2016

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

JULY 1, 2014 – JUNE 30, 2016



Bricklayers APPR OAKLAND =
Bricklayers JATC

July 1, 2014 – June 30, 2016

TRADE UNION OFFICE AGREEMENT - ALAMEDA COUNTY

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

WITNESSETH

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

ARTICLE 1. RECOGNITION

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

ARTICLE 2. UNION SECURITY

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

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

ARTICLE 11. CLASSIFICATIONS AND MINIMUM WAGE SCALES - continued

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

ARTICLE 12. PENSION PLAN

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

Effective 11/1/2009
\$6.25

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

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

ARTICLE 12. PENSION PLAN - continued

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

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

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

ARTICLE 13. TERMINATION PAY

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

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

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

ARTICLE 32. UNION ELECTIONS

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

ARTICLE 33. SUCCESSORS AND ASSIGNS

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

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

ARTICLE 34. INDUSTRIAL WELFARE COMMISSION ORDER

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

ARTICLE 35. DURATION OF AGREEMENT, PROVISIONS FOR AMENDMENT

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

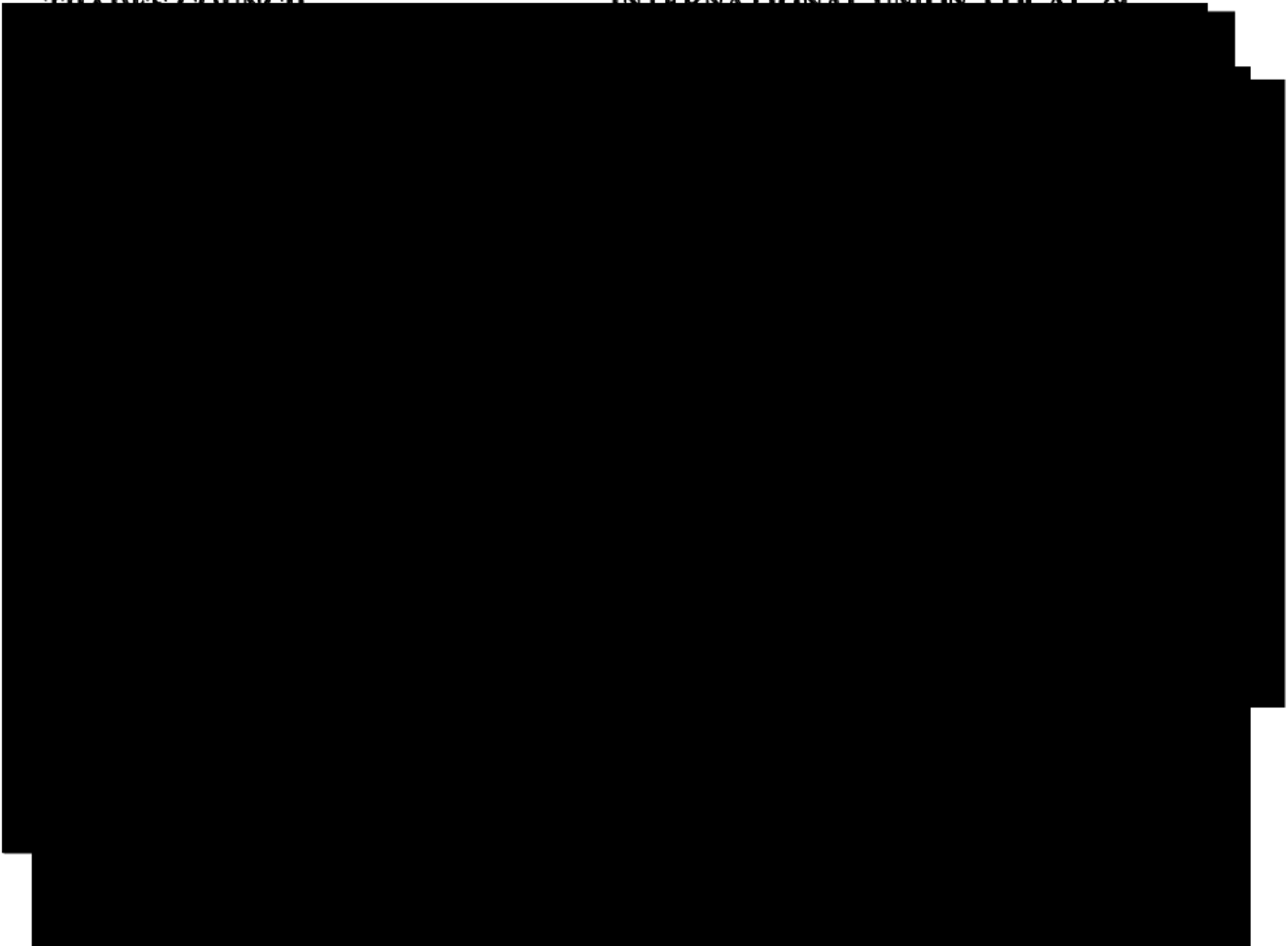
All side letters shall remain in effect for the duration of this Agreement.

FOR THE EMPLOYER:

**ALAMEDA BUILDING & CONST.
TRADES COUNCIL**

FOR THE UNION:

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 20**



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

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

AGREEMENT TO EXTEND CONTRACT

Between

ALAMEDA MASTER TRADE UNION AGREEMENT,

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

And

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

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

The parties also agree that any economic increases that are agreed to as a result of bargaining shall be retroactive to the initial date of expiration of the Agreement, *unless negotiated otherwise.* ATC V6

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

ALAMEDA MASTER TRADE UNION

OFFICE & PROFESSIONAL EMPLOYEES

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

Western States Office and
Professional Employees
Pension Fund

MAR 08 2011

WSO153
29-0774 Employer
Participation
Agreement

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

1. Employer Information.

Name: OPEIU Local 29
Contact Person: TAMARA R. RUBY, President / Business Manager
Address: 1321 HARBOUR Bay Parkway Suite 104
City, State & Zip: ALABAMA OH 94502
Telephone: 510 495 1424

2. Local Information.

Employer has a collective bargaining agreement with Local Union 9415 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

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

☒ An existing Participating Employer to update Plan records.

☐ A new Participating Employer.

Effective date of coverage: _____

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

Effective date of coverage: _____

4. Coverage

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

☒ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

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

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

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

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

MAR 08 2011

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED AND

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

MAR 08 2011

WS0913

Office & Professional Employees International Union | Local 29

AFL-CIO & CLC

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

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

AGREEMENT TO ADOPT REHABILITATION PLAN

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

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

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

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

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

Effective Date: January 11, 2015

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

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

AGREEMENT

Between

**COMMUNICATIONS WORKERS OF AMERICA,
LOCAL 9423**

And

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

October 1, 2016 - September 30, 2019



ARTICLE 10. CLASSIFICATIONS & MINIMUM WAGE SCALES - continued

Classification	Per Hour	Per Week
ASSISTANT OFFICE COORDINATOR		
Effective 10/1/2016	\$33.33	\$1,166.55
Effective 10/1/2017	34.16	1,195.60
Effective 10/1/2018	35.01	1,225.35
In addition, does one (1) or more of the following duties: Performs general office work in relieving an executive of clerical duties, writes correspondence on own initiative, handles matters of a confidential nature, and performs related duties as required.		

Classification	Per Hour	Per Week
ADMINISTRATIVE ASSISTANT		
Effective 10/1/2016	\$35.02	\$1,225.70
Effective 10/1/2017	35.90	1,256.50
Effective 10/1/2018	36.80	1,288.00
Performs duties as outlined above. In addition, is one who has been designated the authority to manage the office. The Administrative Assistant shall receive five percent (5%) above the Assistant Office Coordinator classification.		

The above increases will be added to the hourly wage rates unless the Union notifies the Employer to allocate a portion of the increases to the Health and Welfare and/or Pension Funds.

Nothing shall prevent the Employer from paying higher than the minimum herein set forth.

It is understood and agreed that no employee shall suffer any reduction in wages and conditions as a result of the signing of this Agreement.

All regular part-time employees shall receive all of the benefits of the Agreement on a pro rata basis. An employee who is required to provide training services to other employees or staff of CWA 9423 shall be paid a six percent (6%) differential above their regular rate of pay for all time spent on such training, providing said training has been authorized in advance by management.

Training pay will be made in hourly increments.

Within sixty (60) days upon ratification a full job function review will be conducted.

ARTICLE 11. PENSION PLAN

The Employer will contribute into a Trust Fund, known as Western States Office & Professional Employees Pension Fund, for the account of each eligible full-time employee working under this agreement, for all straight time hours including vacation, sick, and holidays, the continued sum of Five hundred Forty Nine Dollars and Three cents (\$549.03).

Effective October 1, 2007, Three Dollars and Sixty-Two cents (\$3.62) per hour up to a maximum of Five Hundred Forty Nine Dollars and Three cents (\$549.03).

ARTICLE 11. PENSION PLAN – continued

Upon expiration of the Supplemental Employee Contribution Schedule, the Employer contribution will revert to the previous contribution of Three Dollars and Sixty-Two cents (\$3.62) per hour up to a maximum of Five Hundred Forty Nine Dollars and Three cents (\$549.03) per month.

ARTICLE 12. DISCIPLINE AND DISCHARGE/TERMINATION PAY

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

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

- (b) In the event an employee terminates for any reason after six (6) months' employment, s/he shall be entitled to prorated vacation pay from the Employer in addition to said two (2) weeks' notice.
- (c) In cases of discharge or layoff of employees of six (6) months' continuous service, good or sufficient reason shall be given the Union two (2) weeks prior to the date of termination of employment, unless the Employer elects to provide pay in lieu of notice, in which case the Union shall be notified within seventy-two (72) hours of notice to employee.
- (d) The Employer shall have the right to discharge any employee for good and sufficient reasons, but no employee shall be discharged or discriminated against by reason of Union membership or Union activities.

The Employer agrees to the concept of progressive discipline. Before an employee is discharged for incompetency or failure to perform work as required, s/he shall have received at least a verbal counseling, a verbal warning, a written warning and a suspension. No employee shall progress to the next step of discipline unless s/he has been given a reasonable period of time to correct such complaint or complaints. Upon correction, a letter so stating shall be placed in the employee's personnel file with a copy to the employee. This shall not restrict the Employer's right to proceed to the next step or to take immediate discharge or suspension action in the case of serious or gross misconduct. Letters of complaint shall be invalid after a period of six (6) months and removed from the employee's personnel file.

A copy of any warning letter or notice of suspension shall be given to the Union. The Employer shall notify the Union, in writing, within seventy-two (72) hours after the discharge of an employee, of the reasons for the discharge.

ARTICLE 27. DURATION OF AGREEMENT AND PROVISION FOR AMENDMENT

This Agreement, together with all provisions herein set forth, shall continue in full force and effect from October 1, 2016 until September 30, 2019 and shall continue in full force and effect thereafter from year to year unless either party has served the other party written notice of its desire to change or modify this Agreement sixty (60) days prior to the date of expiration. In such event, negotiations shall be reopened in order to revise the section or sections regarding which notice of the proposed changes has been served. When agreed upon, these changes shall be incorporated into this Agreement effective as of the beginning of the year's term for which the revisions were proposed.

**COMMUNICATIONS WORKERS OF
AMERICA, LOCAL 9423, AFL-CIO**

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

CWA 9415/aifcio

INTERIM PENSION AGREEMENT

Board of Trustees
Western States Office & Professional
Employees Pension Fund
4695 Chabot Drive, Suite 202
P. O. Box 668
Pleasanton, CA 94566

Gentlemen:

This is to advise that the undersigned employer and the undersigned union
agreed on 9/28/92 effective 10/1/92

to a collective bargaining agreement which among other things provide for
contributions to the Western States Office and Professional Employees Pen-
sion Fund in the amount of See per Below on behalf of
each employee covered thereby.

This letter is sent to you pursuant to appropriate federal law so that you
can receive and credit contributions until such time as you are provided
with a signed collective bargaining agreement. Needless to say, each of
the undersigned agrees to be bound by all provisions of your Trust Agreement.

EMPLOYER

029- 0647

By:

C.W.A. #9423
902 NEW HALL
JAN JOSE, CA. 94526
(Company Name)

UNION

By:

O.P.E.I.U. #29
80 Swan Way #150
Oakland, CA 9462
(OPEIU Local #)

effective 10/1/92: 318.50 per month
" 10/1/93: 341.25 per month
" 10/1/94: 364.00 per month

-5-

250984

AGREEMENT - DAVID B. CONDON, PLLC

AGREEMENT

THIS AGREEMENT is made by and between the **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 23, AFL-CIO, CLC**, hereinafter called the Union, and **DAVID B. CONDON, PLLC**, hereinafter called the Employer. It is understood and agreed that any employee receiving higher wages or more favorable working conditions than provided for in this Agreement shall not suffer by reason of its signing or adoption.

ARTICLE 1 - RECOGNITION

Sec. 1. The Employer agrees to recognize the Union as the sole collective bargaining agent for all office and clerical employees, exclusive of: (1) supervisory employees with authority to hire, transfer, suspend, lay-off, recall, promote, discharge or discipline other employees, or effectively to recommend such action, if, in connection with the foregoing, the exercise of such authority is not merely routine in nature but requires the use of independent judgment; (2) attorneys; (3) legal intern and law clerks; and legal secretary students or legal assistant students while engaged in full or part time study, to include but not be limited to work-study students who work no more than seventy (70) hours per month.

Sec. 2. The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, thirty-one days from the effective date of this Agreement, become and remain members of the Union in good standing.

Sec. 3. The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one days from the date of employment become and remain members of the Union in good standing.

Sec. 4. The Employer may hire temporary employees for a period of thirty days during periods of peak workloads, for vacation relief or for extended illness relief. After thirty days of employment, such temporary employees shall either be severed from the employ of the Employer or shall become permanent employees and, as a condition of employment, thirty-one days from the date of employment become and remain members of the Union in good standing.

ARTICLE 2 - SENIORITY

Sec. 1. Seniority shall be defined as continuous length of service within the bargaining unit.

Sec. 2. All factors being equal, seniority shall prevail in promotions and layoffs.

ARTICLE 3 - EMPLOYMENT PRACTICES

AGREEMENT – DAVID B. CONDON, PLLC

for a period in excess of three months by mutual agreement. However, additional seniority may not accumulate.

Sec. 2. Employees on leave shall be allowed to use accumulated sick leave and vacation to the extent it has accrued.

Sec. 3. In case of death in the immediate family, an employee shall be granted leave with pay: Three days, within State of Washington; Five days, outside State of Washington. Immediate family shall include spouse or spousal equivalent, parent, sibling, children, grandchildren, foster and adopted children. In-laws are also included in definition of immediate.

Sec. 4. An employee called for jury duty shall be granted time off and shall be paid the difference between jury pay and regular wages for actual time served on jury duty.

ARTICLE 11 - PENSION

Sec. 1. Effective October 1, 2014, the employer shall contribute three dollars and seventy-five cents (\$3.75) per compensable hour for each bargaining unit employee for the purpose of providing retirement benefits for eligible employees pursuant to provisions of the Western States Office and Professional Employees Pension Fund.

Sec. 2. Upon failure of the Employer to make any of the payments required by this Agreement, the Union may, after ten days after written notification to the Employer of failure of such payments, undertake economic action against such defaulting Employer to enforce prompt payment, and such action shall not be deemed to be in violation of this Agreement or any of the provisions thereof.

ARTICLE 12 - WAGES

Sec. 1. The Employer will pay the employees covered by this Agreement, and the Union agrees that such employees will accept the rates of pay for the respective job classifications set forth in the attached Pay Scale. The rate ranges therein set forth shall not preclude payment of higher rates of pay to any employee whose work in the Employer's judgment may warrant payment of a higher rate.

Sec. 2. Rates of pay for new employees:

EFFECTIVE OCTOBER 1, 2014

<u>Classifications</u>	<u>Minimum Starting Rate</u>	<u>After 6 Mos.</u>	<u>After 1 Yr.</u>
<u>Full-Time:</u>			

AGREEMENT – DAVID B. CONDON, PLLC

ARTICLE 15 - TERMINATION AND RENEWAL

This Agreement shall be in full force and effect with the exception of previously noted sections, from October 1, 2014 , through September 30, 2016 , and shall continue in effect from year to year thereafter unless either party gives notice in writing at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided that, in the event the Union serves written notice in accordance with this section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contrary notwithstanding.

Signed this 27th day of April 2015.

opeiu:23
afl-cio

AGREEMENT TO ADOPT THE REHABILITATION PLAN

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

Parties: Office and Professional Employees International Union, Local 23, the
"Union"; and
David B. Condon, PLLC

Effective Date: 31 March 2015

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

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

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

EMPLOYER APPROVAL

UNION APPROVAL

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

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: DAVID B. CONDON PLLC
Contract Person: DAVID B CONDON
Address: P.O. BOX 1318
City, State & Zip: TACOMA WA 98401
Telephone: 253-383 3427

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE

Print Name

Date Signed

APPROVED

CO-CHAIR SIGNATURE

Print Name

Date Signed

CO-CHAIR SIGNATURE

Print Name

Date Signed

001 20 2011

A&I REC
AUG 20 2011

4/1/17 THROUGH 3/31/2020

AGREEMENT BETWEEN
DAVID C. CHVATAL, INC.
AND THE
OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 11, AFLCIO

AGREEMENT entered into this 1st day of APRIL, 2017, between the **OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11**, a Local Union of the OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO, hereinafter referred to as the "Union", and **DAVID C. CHVATAL, INC.**, its successors and assigns, hereinafter referred to as the "Employer".

PREAMBLE

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

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

ARTICLE 1. RECOGNITION

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

ARTICLE 11. TERMINATION

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

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

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

Section 4. The Employer shall use progressive discipline in all cases with the exception of just cause.

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

Progressive discipline is verbal warning, written warning, suspension then termination.

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

Section 1. The Employer will guarantee that employees will not have to pay additional cost for negotiated benefit coverage of the Health and Welfare, Dental and Vision for the life of this Agreement.

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

ARTICLE 13. RETIREMENT PLANS

Section 1. Effective April 1, 2012 the Employer agrees to make a minimum contribution of three dollars (\$3.00) per compensable hour to the Western States Office and Professional Employees Pension Fund for all employees and in addition the surcharge amount listed in the Supplemental Contribution Schedule, per compensable hour, on behalf of each employee to the Western States Office & Professional Employees Pension Fund. The Employer agrees that should the present contribution be greater than the minimum contribution above, the Employer will maintain the greater contribution.

Be it further agreed that should there be any changes to the Supplemental Contribution Schedule the Employer shall adopt the newest schedule presented by the Trustees of the Western States Office & Professional Employees Pension Fund. Should the Western States Office & Professional Employees Pension Fund release the Employer from the obligation to pay according to the Supplemental Contribution Schedule, then the minimum pension contribution amount of three dollars (\$3.00) per compensable hour shall be in full force and effect.

ARTICLE 21. SEPARABILITY

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

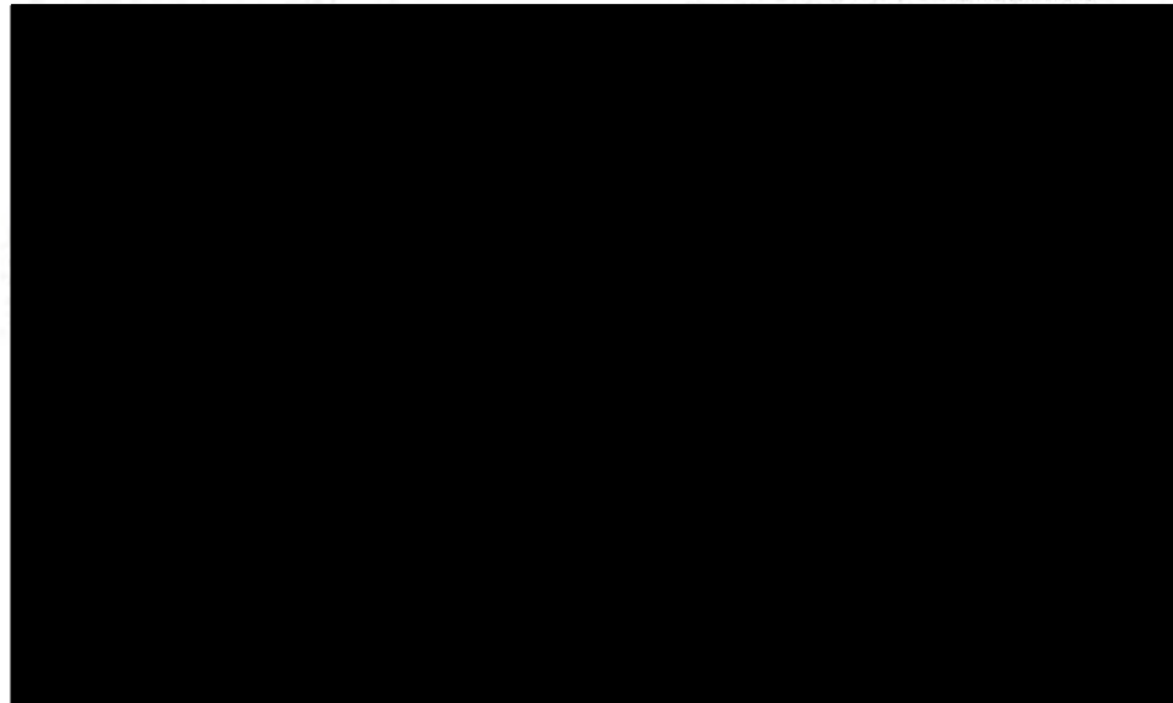
ARTICLE 22. TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from April 1, 2017 through March 31, 2020, 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 1st day of February 2017:

DAVID C. CHVATAL, INC.

OFFICE & PROFESSIONAL



MD/dmt
opeiu 11/atf-cio

EMPLOYER APPLICATION AND PARTICIPATION AGREEMENT

Form A

(For use when there are bargaining unit and non-bargaining unit employees.)

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

REC'D MAR 28 2007

TO: Board of Trustees
Western States Office & Professional Employees Pension Fund

The undersigned Employer hereby applies to the Board of Trustees for participation as a CONTRIBUTING EMPLOYER IN WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND ("Plan").

In support of this application the Employer represents to the Board that:

1. Employer is a corporation, a local union or a limited liability company.
Partners and proprietors can not be participants in the plan.
2. Employer is doing business under the name of: David C. Chvatal CPA PC
3. Employer has a collective bargaining agreement with Local Union 11 of the Office and Professional Employees International Union which requires Employer to contribute to the Plan for Employer's employees. Employer elects to participate, as a Contributing Employer, in the Plan.
4. Employer now has 0 employees covered by the collective bargaining agreement and 2 number of employees who are not covered by the collective bargaining agreement. Attach on a schedule the names, date of birth, and social security numbers of all employees who are in the bargaining unit and all employees who are not in the bargaining unit.
5. Employer will distribute to its employees all documents, which are required to be distributed by the Plan or law to the Plan participants and/or Plan beneficiaries.

NOTE: The Employer's full-time employees, who are not represented by a local union, may participate in the plan provided ALL employees within a reasonable classification approved by the Board of Trustees become participating employees on a nonselective basis and are duly enrolled and appropriate contribution is paid according to the rules and regulations of the Board of Trustees.

6. An Employer which provides a qualified pension plan for employees not covered by a collective bargaining agreement must comply with the Internal Revenue Code and ERISA. The Employer has the sole responsibility to comply with these laws, as they now exist or may be amended in the future, and hereby acknowledges that responsibility. The Plan, if requested, will provide reasonable assistance to Employer.

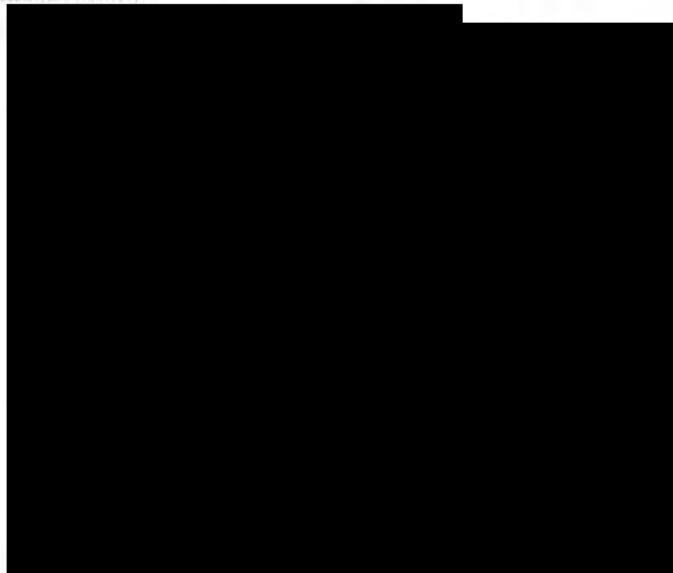
In consideration of approval of this application, the parties covenant and agree as follows:

7. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The parties hereby adopt and incorporate as part of this agreement, the Plan, as it has been, or will be amended.

Western States Office and Professional Employees Pension Fund
Participations Agreement – Form A
Page 2

8. Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all of the terms and provisions of the Plan and trust as it now exists or as it may be amended during Employer's participation in the Plan and trust. 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.
9. Upon approval by the Board of Trustees, this application and participation agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Contributing Employer of the plan and trust as of the effective date.

DATED: 3/1, 2006



*NOT signed by
LOAN*

Employees International Union

By _____

APPROVED AND ACCEPTED by the Board of Trustees on _____, 2006.

By: _____

Judith Zenk
(Co-chairman)

By: _____

Arlene Erickson
(Co-chairman)

April 4, 2005

RECEIVED

APR - 4 2000

O.P.E.I.U. LOCAL #11

EMPLOYER/ASSOCIATE MEMBER
AGREEMENT BETWEEN

David C. Chvatal CPA PC

AND

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,
LOCAL #11

THIS AGREEMENT is made and entered into on April 18, 2000, by and between David C. Chvatal CPA PC hereinafter referred to as the "Employer/Associate Member", and the Office & Professional Employees International Union, Local #11.

1. Employers (on behalf of their employees) or Associate Members who would like to participate in the O.P.E.I.U., Local #11 401(k) Retirement Fund of the Office & Professional Employees International Union, Local #11 or the full family X Western States Local Union Health & Welfare Plan will with the signing of this Agreement pay into the 401(k) Retirement Fund of the Office & Professional Employees International Union, Local #11 a sufficient amount to maintain a pension benefit and/or the full premium amount sufficient to cover the cost of the Health & Welfare Plan. (Please put an X in the appropriate box/boxes).

2. All Associate Members shall participate in this agreement and pay an association membership fee to Local #11. The Employer agrees to payroll deduct the association membership fee and forward same to the office of Local #11.

HWD
↓
WS

3. The Employer may participate in these benefits if they desire.

GDK:sr
opeiu #11
afl-cio
assocmbr

MEMORANDUM OF UNDERSTANDING

between

DAVID C. CHVATAL, INC.

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

This Memorandum of Understanding is entered into between DAVID C. CHVATAL, INC. and the Office & Professional Employees International Union, Local 11 and specifically shall be in accordance with Article 13 Retirement Plans within the Collective Bargaining Agreement.

It is mutually agreed by all parties that the Employer agrees to continue a contribution of three dollars (\$3.00) and in addition the surcharge amount listed in the Supplemental Contribution Schedule, per compensable hour, on behalf of each employee into the Western States Office & Professional Employees Pension Fund.

Be it further agreed that should there be any changes to the Supplemental Contribution Schedule the Employer shall adopt the newest schedule presented by the Trustees of the Western States Office & Professional Employees Pension Fund. Should the Western States Office & Professional Employees Pension Fund release the Employer from the obligation to pay according to the Supplemental Contribution Schedule, then the minimum pension contribution amount of three dollars (\$3.00) per compensable hour shall be in full force and effect.

This Memorandum of Understanding shall be pursuant to the terms and conditions of Article 19 Grievance Procedure to the Collective Bargaining Agreement should there be any dispute regarding the interpretation and/or application.

Agreed to on this 15th of December 2011



MLR/hg
opeiu11
afl-cio
enclosures
cover.doc



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

WS 3126

March 24, 2014

David C Chvatal, CPA
2427 SW Vermont ST
Portland, OR 97219

A & I RECEIVED

JUL 06 2015

Dear Mr. Chvatal:

This is formal notification that the existing Agreement between David C Chvatal, CPA and the Office & Professional Employees International Union, Local 11 is extended in its entirety for a period of three (3) years. This is in accordance with the provisions of the current collective bargaining agreement.

Please note that the new termination for this Agreement will be March 31, 2017.

Sincerely,

[Redacted Signature]

Michael D. Richards
Executive Secretary-Treasurer

MJR/dmt
opeiu11/afl-cio

AGREEMENT

Between

DAVIS, COWELL & BOWE

And

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

May 1, 2014 – April 30, 2017



ARTICLE 21. HEALTH AND WELFARE

Section 1. The Employer agrees to pay the premium on each employee and dependents for the Office and Professional Employee's Welfare Fund, which includes a choice of either the Kaiser Group 328 Plan or United Health Care Plan, Twelve Thousand Dollars (\$12,000) Life Insurance, Dental Plan without orthodontia, Vision Care, Prescription Drug Plan, and Accidental Death and Disability. It is agreed that to be eligible for coverage, an employee must have been paid for not less than sixty-five (65) hours in the previous calendar month; provided that hours worked in the first sixty (60) days of employment do not count toward eligibility for such coverage.

Section 2. Effective January 1, 2015, each employee will contribute \$65 per month. If the OPEIU H&W contribution exceeds \$1,679 (our current \$1,614+ \$65), the employer will pay the next \$115. If the OPEIU H&W contribution exceeds \$1,794 (\$1,679 + \$115), each employee will pay the excess up to \$1,859 (i.e. a max employee contribution of \$130). If the contribution exceeds \$1,859, the employer will pay the excess.

Section 3. Effective January 1, 2016, each employee will contribute \$70 per month. If the OPEIU H&W contribution goes up on January 1, 2016, then in addition to the employer's 2015 contribution and the employee contribution of \$70, the employer will pay the next \$115. If the OPEIU H&W contribution exceeds the sum of the employer's 2015 contribution + \$70 + \$115, each employee will pay the excess up to a maximum employee contribution of \$140. If the contribution exceeds the sum of the employer's 2015 contribution + \$70 + \$115 + \$70, the employer will pay the excess.

Section 4. Effective January 1, 2017, each employee will contribute \$75 per month. If the OPEIU H&W contribution goes up on January 1, 2017, then in addition to the employer's 2016 contribution and the employee contribution of \$75, the employer will pay the next \$115. If the OPEIU H&W contribution exceeds the sum of the employer's 2016 contribution + \$75 + \$115, each employee will pay the excess up to a maximum employee contribution of \$150. If the contribution exceeds the sum of the employer's 2016 contribution + \$75 + \$115 + \$75, the employer will pay the excess.

Section 5. The Employer shall reimburse an employee who regularly works on a VDT for the difference in cost between the actual cost of an eye examination and the vision plan coverage, up to a maximum of Twenty Dollars (\$20.00), upon presentation of the bill by the employee once each contract term.

ARTICLE 22. PENSION PLAN

Effective May 1, 2014, the Employer contribution rate will be Two Dollars and Forty-Two cents (\$2.42) per straight-time hour, exclusive of any supplemental contributions. The parties have adopted the Revised Schedule of Supplemental Employer Contributions under the 2013 Revised Rehabilitation Plan adopted by the Trustees of the Western States Office and Professional Employees Pension Fund, under which Employer's Supplemental Contributions are capped at 80%. Employer shall pay the Supplemental Contributions, capped at 80%, as required by the 2013 Revised Rehabilitation Plan, for the term of this Agreement, per the attached Agreement to Adopt Rehabilitation Plan, dated March 28, 2014.

ARTICLE 22. PENSION PLAN - continued

Upon an employee's written request, the Employer agrees to deduct and forward an employee's voluntary contributions to the Western States 401(k) Retirement Fund of OPEIU plan so long as such participation does not affect the Employer's ability to continue their own participation in the Employer's 401(k) plan established for the non-bargaining unit personnel.

ARTICLE 23. GRIEVANCE PROCEDURE

In adjusting grievances, the Employer shall consult with the Steward or Union Representative. After a grievance has been presented to the Employer by the Union Representative, an agreement shall be reached on such grievance within two (2) weeks of its presentation. If no agreement can be reached between the Union Representative and the Employer, both sides shall refer the matter immediately to a committee consisting of a representative of the Union, a representative of the Employer and a mutually agreed upon third (3rd) party. If no third (3rd) party can be mutually agreed upon, either Union or Employer may request a panel of Arbitrators from the State Conciliation Service. The expenses of the third (3rd) party shall be shared equally by the Union and Employer. The decision of the Arbitrator shall be final and binding. All grievances shall be filed within fifteen (15) days from the date the grievant acquires knowledge thereof, except that disciplinary grievances shall be filed within ten (10) days of any disciplinary action by the Employer.

ARTICLE 24. SEPARABILITY

In the event that any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any law, ruling or regulation of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void or illegal are wholly inseparable from the remaining portions of this Agreement. The Employer and the Union further agree that if and when any provision of this Agreement is held or determined to be illegal or void, they will promptly enter into negotiations concerning the substance thereof.

ARTICLE 25. BULLETIN BOARD

The Employer will provide a bulletin board in its San Francisco office for the posting of notices and other materials, provided that no material derogatory to the Employer or Union shall be placed on the bulletin board.

ARTICLE 26. DISCRIMINATION

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

ARTICLE 27. LABOR MANAGEMENT COMMITTEE

At the Union's request, Employer agrees to meet with a joint/Labor Management Committee up to two (2) times per year, said Committee to be comprised of two (2) persons from management and two (2) from the Union to discuss topics of shared interests such as general work conditions, environment/ambience, and health and safety.

ARTICLE 28. VOTE

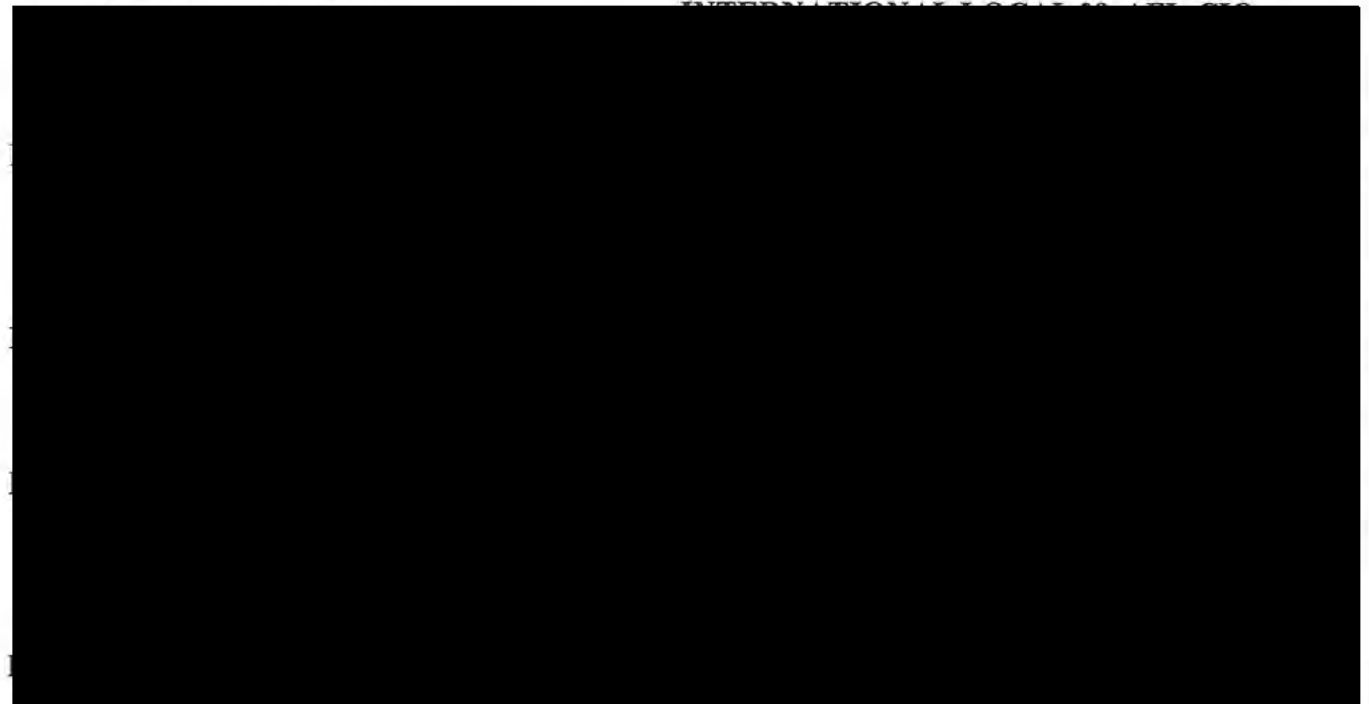
Employer shall honor an employee's request for payroll deductions/check-off for Voice of the Electorate (VOTE), pursuant to a completed "Authorization for Check-Off/Pledge for Voice of the Electorate (VOTE)" as attached hereto.

ARTICLE 29. TERM OF AGREEMENT

This Agreement shall continue in full force and effect for three (3) years from May 1, 2014 through April 30, 2017 and shall continue in full force and effect from year to year thereafter unless either party notifies the other at least sixty (60) days in advance in writing of a desire to open this Agreement. Said notice to be served prior to February 28, 2015 or prior to February of any succeeding year. In witness whereof, the parties hereto shall have hereunto set their hands and seals. All terms of the Agreement, including the Letter of Understanding, which are not referred to above, shall be carried over and included in the new Agreement which shall be effective from May 1, 2014 through April 30, 2017.

DAVIS, COWELL & BOWE

OFFICE & PROFESSIONAL EMPLOYEES



TK/lm(DVC29714)
cwa:9415/afl/cio

Office & Professional Employees International Union Local 29

AFL-CIO & CLC

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

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

AGREEMENT TO ADOPT REHABILITATION PLAN

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

Parties: OPEIU LOCAL 29, the "Union; and
DAVIS COWELL AND ROWE LLP, the "Employer"

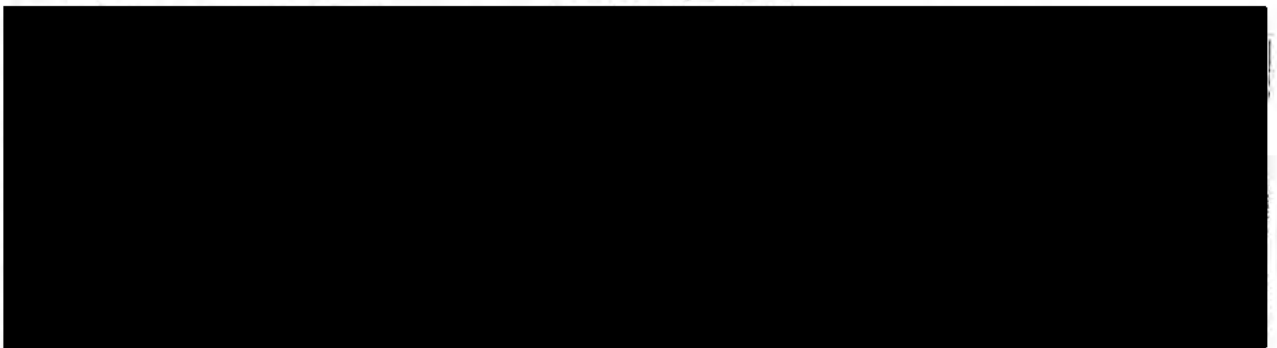
The Union and the Employer hereby agree to amend their Collective Bargaining Agreement as follows:

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

Effective Date: 3/28/14

Check applicable line: XX Rehabilitation Plan Schedule* 2013 Rehab Plan
 Default Rehabilitation Plan Schedule

- * The Parties agree that Employer's Supplemental Contributions are capped at 80% under the 2013 Revised Rehab Plan.
2. The Employer agrees to contribute to the Plan at the rates required under the CBA and the applicable Rehabilitation Plan Schedule.
 3. The Parties agree that their adoption of the Rehabilitation Plan is effective for the duration of the current CBA and to any renewals or extensions of the CBA.



qwc3413/af-clc



ARTICLE 20. UNION LABEL

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

Section 2. The Union Label shall be the sole property of the Union and shall be used as follows: "opeiu:29, afl-cio", typewritten, on all stamped, mimeographed, multigraphed or any process under the jurisdiction of the Union. The above outlined label is the only Union Label for the members of the Union recognized by the Union, however, if the Employer desires, a rubber stamp may be obtained from the Union upon deposit of Three Dollars (\$3.00).

ARTICLE 21. HEALTH AND WELFARE

Section 1. The Employer agrees to pay the premium on each employee and dependents for the Office and Professional Employee's Welfare Fund, which includes a choice of either the Comprehensive Medical Plan or a HMO, Twelve Thousand Dollars (\$12,000) Life Insurance, Dental Plan C, Vision Care B, Prescription Drug Plan, Extended Disability Coverage. It is agreed that to be eligible for coverage, an employee must have been paid for not less than sixty-five (65) hours in the previous calendar month; provided that hours worked in the first sixty (60) days of employment do not count toward eligibility for such coverage.

Upon approval by the UEBT Fund, employees will be covered by the UFCW & Employers Benefit Trust, effective January 1, 2012, or as soon as reasonably practicable thereafter, Instead of Office & Professional Employees Welfare Fund. All employees employed prior to the date of ratification will be covered under Plan A. All employees hired on or after date of ratification shall be subject to the eligibility and plan progression rules of the UEBT Fund.

Orthodontist benefits are no longer provided as of May 1, 2005.

Section 2. The Employer shall reimburse an employee who regularly works on a VDT for the difference in cost between the actual cost of an eye examination and the vision plan coverage, up to a maximum of Twenty Dollars (\$20.00), upon presentation of the bill by the employee once each contract term.

ARTICLE 22. PENSION PLAN

MAY 14 2013

Effective May 1, 2011, the Employer contribution rate will be two Dollars and Forty-Two cents (\$2.42) per straight-time hour, exclusive of any supplemental contributions. Also effective May 1, 2011, the parties agree to adopt the Updated Negotiated Schedule of Supplemental Employer Contributions under the Updated Rehabilitation Plan adopted by the Trustees of the Western States Office and Professional Employees Pension Fund. Employer shall pay the Supplemental Contributions as required by the Updated Negotiated Schedule, as in effect on May 1, 2011, for the term of this Agreement.

ARTICLE 22. PENSION PLAN - continued

Upon an employee's written request, the Employer agrees to deduct and forward an employee's voluntary contributions to a qualified 401(k) plan to be designated by OPEIU Local 29 so long as such participation does not affect the Employer's ability to continue their own participation in the Employer's 401(k) plan established for the non-bargaining unit personnel.

ARTICLE 23. GRIEVANCE PROCEDURE

In adjusting grievances, the Employer shall consult with the Steward or Union Representative. After a grievance has been presented to the Employer by the Union Representative, an agreement shall be reached on such grievance within two (2) weeks of its presentation. If no agreement can be reached between the Union Representative and the Employer, both sides shall refer the matter immediately to a committee consisting of a representative of the Union, a representative of the Employer and a mutually agreed upon third (3rd) party. If no third (3rd) party can be mutually agreed upon, either Union or Employer may request a panel of Arbitrators from the State Conciliation Service. The expenses of the third (3rd) party shall be shared equally by the Union and Employer. The decision of the Arbitrator shall be final and binding. All grievances shall be filed within fifteen (15) days from the date the grievant acquires knowledge thereof, except that disciplinary grievances shall be filed within ten (10) days of any disciplinary action by the Employer.

ARTICLE 24. SEPARABILITY

In the event that any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any law, ruling or regulation of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void or illegal are wholly inseparable from the remaining portions of this Agreement. The Employer and the Union further agree that if and when any provision of this Agreement is held or determined to be illegal or void, they will promptly enter into negotiations concerning the substance thereof.

ARTICLE 25. BULLETIN BOARD

The Employer will provide a bulletin board in its San Francisco office for the posting of notices and other materials, provided that no material derogatory to the Employer or Union shall be placed on the bulletin board.

ARTICLE 26. DISCRIMINATION

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

ARTICLE 27. LABOR MANAGEMENT COMMITTEE

At the Union's request, Employer agrees to meet with a joint/Labor Management Committee up to two (2) times per year, said Committee to be comprised of two (2) persons from management and two (2) from the Union to discuss topics of shared interests such as general work conditions, environment/ambience, and health and safety.

ARTICLE 28. TERM OF AGREEMENT

This Agreement shall continue in full force and effect for three (3) years from May 1, 2011 through April 30, 2014 and shall continue in full force and effect from year to year thereafter unless either party notifies the other at least sixty (60) days in advance in writing of a desire to open this Agreement. Said notice to be served prior to February 28, 2011 or prior to February of any succeeding year. In witness whereof, the parties hereto shall have hereunto set their hands and seals. All terms of the Agreement, including the Letter of Understanding, which are not referred to above, shall be carried over and included in the new Agreement which shall be effective from May 1, 2011 through April 30, 2014.

DAVIS, COWELL & BOWE

OFFICE & PROFESSIONAL EMPLOYEES
CIO

By: _____

Jo
Pa

Date _____

By: _____

Fl
Pa

Date _____

By: _____

An
Pa

Date: _____

8-4-13

MMc/lm(DVC29711)
cwa:9415/afl/cio

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

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

WS 1174

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYERS PENSION FUND**AGREEMENT TO ADOPT REHABILITATION PLAN**

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

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

DAVIS, COWELL & BOWE, LLP, the "Employer"

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

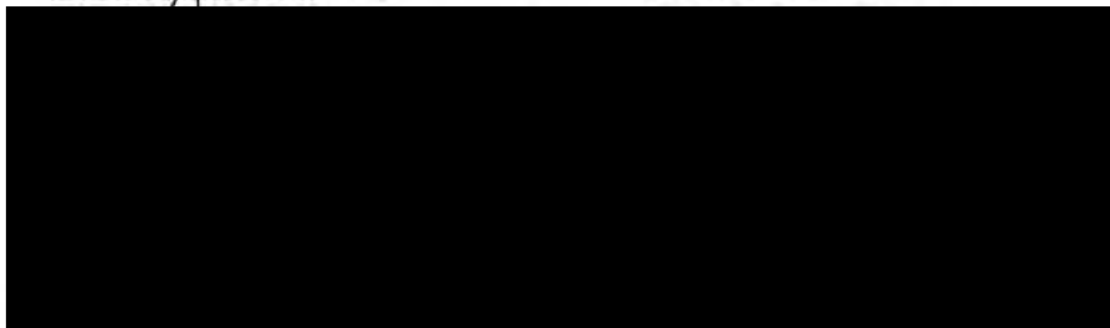
1. The Parties adopt the following schedule under the Plan's Rehabilitation Plan as of the Effective Date:

Effective Date: May 1, 2011

Check applicable line: X Rehabilitation Plan Schedule (*)
 Default Rehabilitation Plan Schedule

(*) Updated Negotiated Schedule

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

EMPLOYER APPROVAL**UNION APPROVAL**

OPEIU 510-995-1440

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

TRADE UNION OFFICES NEGOTIATING COMMITTEE

on behalf of

Denver Firefighters Local #858

Denver Theatrical Stage Employees
Union Local #7

IAMAW Local Lodge 1886



May 1, 2015

to and including

April 30, 2018

ARTICLE 22 – PENSION

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

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

ARTICLE 31 – VOTE

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

ARTICLE 32 – TERM OF AGREEMENT

- 32.1** This Agreement shall be in full force and effect from the first day of May, 2015 to and including the thirtieth (30th) day of April 2018, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

- (A) If either party elects to terminate the Agreement, such party shall, on a date not less than sixty (60) days, nor more than ninety (90) days prior to expiration date of the Agreement, give written notice to the other party of intention to terminate, and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
- (B) If either party elects to change any of the provisions of the Agreement, such party shall, on a date not less than sixty (60) days nor more than ninety (90) days prior to the expiration date of the Agreement, given written notice to the other party.
- (C) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice, which time may be extended by mutual agreement.
- (D) This Agreement constitutes the entire contract between the two parties. Memorandums of Understanding relating to individual offices may be negotiated as separate from this master Agreement. Memorandums of Understanding will

ARTICLE 32 – TERM OF AGREEMENT

32.2 This Agreement shall be in full force and effect from the first day of May, 2015 to and including the thirtieth (30th) day of April 2018, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

- (A) If either party elects to terminate the Agreement, such party shall, on a date not less than sixty (60) days, nor more than ninety (90) days prior to expiration date of the Agreement, give written notice to the other party of intention to terminate, and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
- (B) If either party elects to change any of the provisions of the Agreement, such party shall, on a date not less than sixty (60) days nor more than ninety (90) days prior to the expiration date of the Agreement, give written notice to the other party.
- (C) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice, which time may be extended by mutual agreement.
- (D) This Agreement constitutes the entire contract between the two parties. Memorandums of Understanding relating to individual offices may be negotiated as separate from this master Agreement. Memorandums of Understanding will not convey any contractual rights not specifically stated in that Memorandum of Understanding. Any signed Memorandums of Understanding will be forwarded to the Trade Union Offices and employees.
- (E) It is also expressly understood that any and all notices to open the agreement will be sent to all signatory employers individually.

UNION AND PROFESSIONAL DENVER FIREFIGHTERS



/s/ [Signature]
[Name]

ARTICLE 32 – TERM OF AGREEMENT

32.3 This Agreement shall be in full force and effect from the first day of May, 2015 to and including the thirtieth (30th) day of April 2018, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

- (A) If either party elects to terminate the Agreement, such party shall, on a date not less than sixty (60) days, nor more than ninety (90) days prior to expiration date of the Agreement, give written notice to the other party of intention to terminate, and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
- (B) If either party elects to change any of the provisions of the Agreement, such party shall, on a date not less than sixty (60) days nor more than ninety (90) days prior to the expiration date of the Agreement, given written notice to the other party.
- (C) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice, which time may be extended by mutual agreement.
- (D) This Agreement constitutes the entire contract between the two parties. Memorandums of Understanding relating to individual offices may be negotiated as separate from this master Agreement. Memorandums of Understanding will not convey any contractual rights not specifically stated in that Memorandum of Understanding. Any signed Memorandums of Understanding will be forwarded to the Trade Union Offices and employees.
- (E) It is also expressly understood that any and all notices to open the agreement will be sent to all signatory employers individually.

/s/ [redacted]
[redacted]

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

FEB 14 2011
5-1075

**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: Denver Fire Fighters Local 858
Contract Person: Pat Rhoades, President
Address: 2942 Broadway St.
City, State & Zip: Denver, CO 80205
Telephone: 303-298-7850

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): Denver Firefighters Local 858.

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

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

1 employees covered by the collective bargaining agreement; and

 employees who are not covered by the collective bargaining agreement.

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED A

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

NOV 03 2011

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

PLUMBERS LOCAL UNION 3

and

**PLUMBERS JOINT APPRENTICESHIP
AND TRAINING COMMITTEE**



July 1, 2016

to and including

May 31, 2019

ARTICLE 19 – CLASSIFICATION AND WAGES

19.1 Employees shall be paid the following minimum scale of wages:

First year increase	\$1.00
Second year increase	\$1.00
Third year increase	\$1.00

Classification:

Administrative Assistant 1 (receptionist, light secretarial skills, file clerk, data entry, computer program knowledge)

Effective

	<u>7/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>
First 6 months	\$17.50	\$18.50	\$19.50
Second 6 months	\$22.50	\$23.50	\$24.50

Administrative Assistant 2 (Administrative Asst. 1 skills plus light bookkeeping, and full applicable computer program knowledge)

<u>7/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>
\$24.50	\$25.50	\$26.50

Administrative Assistant 3 (Office management skills, bookkeeping, full office skills)

<u>7/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>
\$26.50	\$27.50	\$28.50

The Employer reserves the right to promote employees to the next percentage rate at any time. An Office Professional will not be kept at the 95% rate for any longer than a twelve (12) month period.

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

ARTICLE 20 – PENSION

20.1 The Employers agrees to contribute to the Western States Office and Professional Employees Pension Fund, a contribution on behalf of each employee in the amount of two dollars and thirty cents (\$2.30) per hours paid for employees of the Plumbers Apprenticeship. For employees of Plumbers Local 3, the contribution amount shall be two dollars and eighty cents (\$2.80) per hours paid. The

employee(s), as a unit, may elect to put any amount of their negotiated wage rate into pension.

- 20.2** The Employer contribution, as provided herein, shall be made on eligible employees on the effective date, except for the employees serving their thirty (30) day waiting period. The contributions for new employees shall start on the first of the month following the thirty (30) day waiting 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.
- 20.4** Permanent 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 Retirement Savings Plan (401K). The Employer agrees that if the employee chooses, they will withhold an employee contribution to the 401K plan. The employee may contribute up to, but no more than the amount limited by the Internal Revenue Service (IRS). All administrative fees shall be borne by the employee.
- 20.6** The Employer agrees to adopt the Western States Office and Professional Employees Pension Rehabilitation Plan and to contribute on behalf of each employee the contribution amount listed in the Updated Supplemental Employer Contribution Schedule, dated March 21, 2010, provided by the Trustees of Western State 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 January 1, 2010 it is hereby agreed between the Employer and the bargaining unit employees that for the year 2010 the Supplemental Contribution will be split 50-50. The employee portion will come from a deduction in their base hourly rate of pay listed in Article 19.1. In the future years, any required supplemental contribution to the Western States Office and Professional Employees Pension Fund will come from the employee's yearly wage increase. If no wage increase is due, it shall come from a deduction in their base hourly rate of pay listed in Article 19.1. Every year the Employer will review their ability to pay a percentage of the increase and notify the Union.

Employer to be owed by the employee, from the final paycheck of any eligible employee.

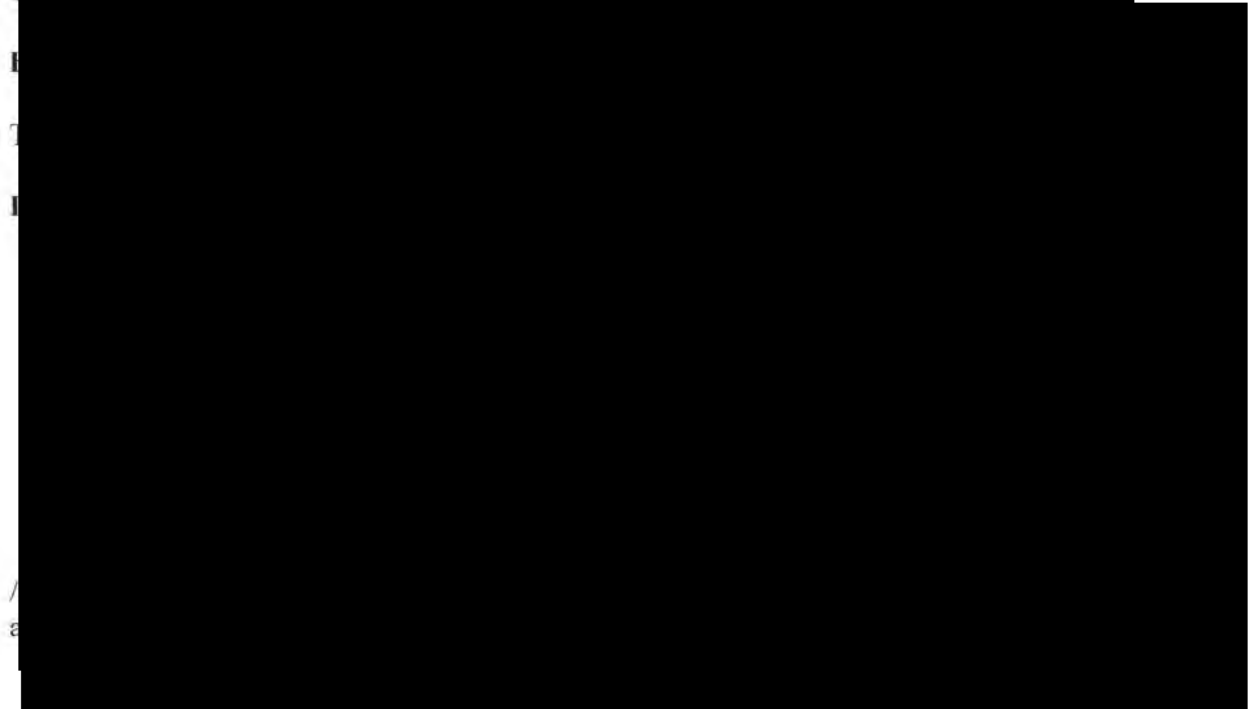
- 24.3** Any change in the rate of dues and/or initiation fees levied by the Union will be put into effect in the deductions made by the Employer in the month following the month in which the Employer received written notice of the change from the Union.
- 24.4** The Union agrees to file deduction assignments with the Employer for each employee prior to such deductions.
- 24.5** 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.
- 24.6** Voluntary contributions deducted from employee's paychecks shall be made payable to the J.B. Moss Voice of the Electorate (VOTE) fund and forwarded monthly to the CFO of the Office and Professional Employees International Union, Local 30, AFL-CIO, 705 West Arrow Highway 2nd Floor, P.O. Box 9000, Claremont, CA 91711, along with a listing of the names of contributors and the amounts.

ARTICLE 25 – TERM OF AGREEMENT

- 25.1** This Agreement shall be in full force and effect from the first (1st) day of July 2016, to and including the thirty-first (31st) day of May 2019, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions.
 - a) If either party elects to terminate the Agreement, such party shall on a date not less than sixty (60) days, nor more than seventy-five (75) days prior to the anniversary 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 anniversary 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

UNITED ASSOCIATION OF
JOURNEYMAN PLUMBERS AND
GAS FITTERS LOCAL UNION 3



Western States Office and
Professional Employees
Pension Fund

WS0275

Employer
Participation
Agreement

Journeyman
Plumbers &
Gasfitters
#3

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: Plumbers Local 13
Contract Person: Kurt Steenbeck
Address: 17100 E. 32nd Place
City, State & Zip: Arvada, CO 80011
Telephone: 303-739-9300

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.

RECEIVED
APR 11 2011

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:



**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
LOCAL NO. 5** *Affiliated with the AFL-CIO*



5621 BOWEN COURT, SUITE 101 * COMMERCE CITY, CO 80022 * 303-433-7909 * FAX: 303-433-7933

JUN 22 2010

June 15, 2010

Western States Office and Professional
Employees Pension Fund
c/o A & I Benefit Plan Administrators
1220 SW Morrison, Suite 300
Portland, OR 97205

Dear Dana:

Enclosed please find the recently negotiated collective bargaining agreement between Office and Professional Employees International Union Local 5 and Plumbers Local Union 3 and Plumbers Joint Apprenticeship and Training Committee.

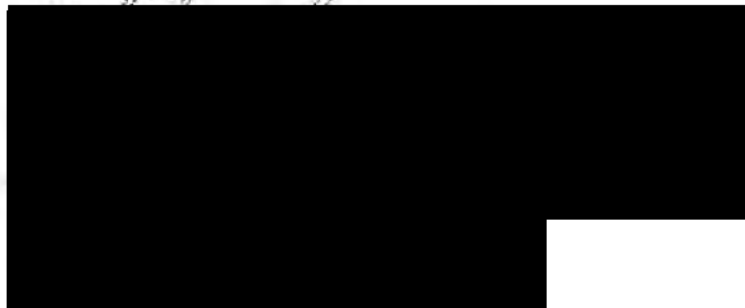
This contract includes language to adopt the Rehabilitation Plan and the new Contribution Schedule. Please make the necessary changes to their billing statements for future months and any back payments or refunds as are appropriate.

Journeyman Plumbers Local 3 ✓
Employer Number: 0005-0275

Denver Plumbers Joint Apprenticeship & Training Committee ✓
Employer Number: 0005-0419

Thank you for your help in this matter.

Sincerely,



Enclosure

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

TRADE UNION OFFICES NEGOTIATING COMMITTEE

on behalf of

Denver Firefighters Local #858

Denver Theatrical Stage Employees
Union Local #7

IAMAW Local Lodge 1886



May 1, 2015

to and including

April 30, 2018

ARTICLE 22 – PENSION

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

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

ARTICLE 31 – VOTE

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

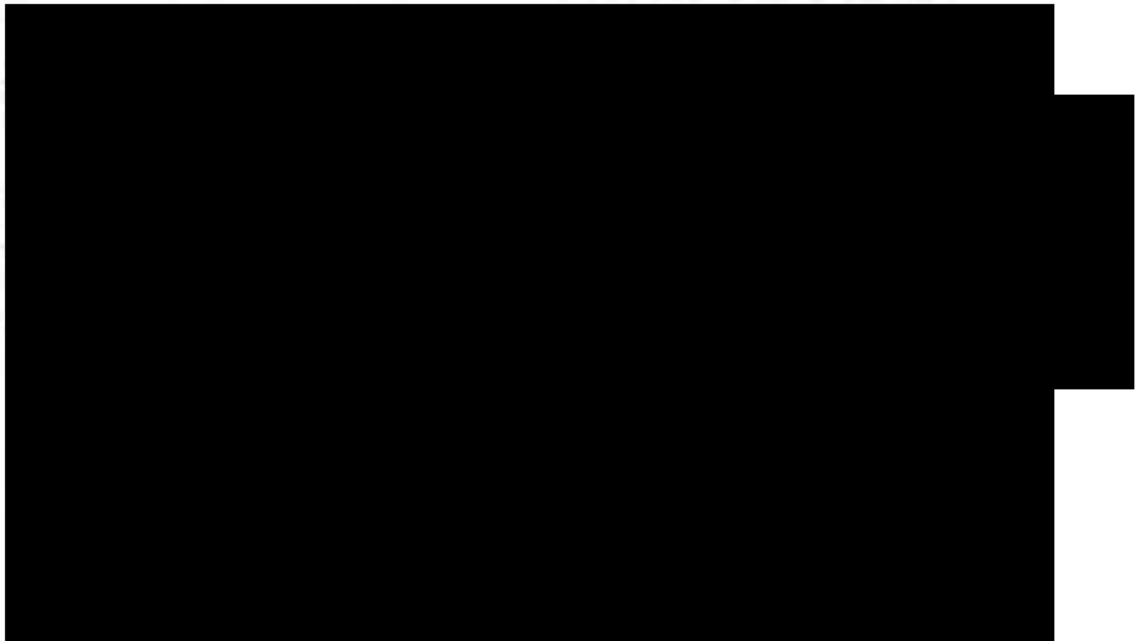
ARTICLE 32 – TERM OF AGREEMENT

- 32.1** This Agreement shall be in full force and effect from the first day of May, 2015 to and including the thirtieth (30th) day of April 2018, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

- (A) If either party elects to terminate the Agreement, such party shall, on a date not less than sixty (60) days, nor more than ninety (90) days prior to expiration date of the Agreement, give written notice to the other party of intention to terminate, and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
- (B) If either party elects to change any of the provisions of the Agreement, such party shall, on a date not less than sixty (60) days nor more than ninety (90) days prior to the expiration date of the Agreement, given written notice to the other party.
- (C) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice, which time may be extended by mutual agreement.
- (D) This Agreement constitutes the entire contract between the two parties. Memorandums of Understanding relating to individual offices may be negotiated as separate from this master Agreement. Memorandums of Understanding will

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

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



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

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

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

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

Office & Professional Employees

Denver Theatrical Stage

gin
opeiu30
af/clo

ARTICLE 32 – TERM OF AGREEMENT

32.2 This Agreement shall be in full force and effect from the first day of May, 2015 to and including the thirtieth (30th) day of April 2018, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

- (A) If either party elects to terminate the Agreement, such party shall, on a date not less than sixty (60) days, nor more than ninety (90) days prior to expiration date of the Agreement, give written notice to the other party of intention to terminate, and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
- (B) If either party elects to change any of the provisions of the Agreement, such party shall, on a date not less than sixty (60) days nor more than ninety (90) days prior to the expiration date of the Agreement, give written notice to the other party.
- (C) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice, which time may be extended by mutual agreement.
- (D) This Agreement constitutes the entire contract between the two parties. Memorandums of Understanding relating to individual offices may be negotiated as separate from this master Agreement. Memorandums of Understanding will not convey any contractual rights not specifically stated in that Memorandum of Understanding. Any signed Memorandums of Understanding will be forwarded to the Trade Union Offices and employees.
- (E) It is also expressly understood that any and all notices to open the agreement will be sent to all signatory employers individually.

UNION AND PROFESSIONAL DENVER FIREFIGHTERS



/s/ [signature]
all-cio

ARTICLE 32 – TERM OF AGREEMENT

32.3 This Agreement shall be in full force and effect from the first day of May, 2015 to and including the thirtieth (30th) day of April 2018, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

- (A) If either party elects to terminate the Agreement, such party shall, on a date not less than sixty (60) days, nor more than ninety (90) days prior to expiration date of the Agreement, give written notice to the other party of intention to terminate, and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
- (B) If either party elects to change any of the provisions of the Agreement, such party shall, on a date not less than sixty (60) days nor more than ninety (90) days prior to the expiration date of the Agreement, given written notice to the other party.
- (C) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice, which time may be extended by mutual agreement.
- (D) This Agreement constitutes the entire contract between the two parties. Memorandums of Understanding relating to individual offices may be negotiated as separate from this master Agreement. Memorandums of Understanding will not convey any contractual rights not specifically stated in that Memorandum of Understanding. Any signed Memorandums of Understanding will be forwarded to the Trade Union Offices and employees.
- (E) It is also expressly understood that any and all notices to open the agreement will be sent to all signatory employers individually.

/s/ [redacted]
[redacted]

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

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: DENVER THEATRICAL STAGE EMPS #7
Contract Person: GARY SCHMIDT
Address: 1475 CURTIS ST
City, State & Zip: DENVER, CO 80202 FEB 28 2011
Telephone: 303 534-2423

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a (insert form of business): ENTERTAINMENT TECHNICIANS

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

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

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

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

1 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

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OP 11

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LABOR AGREEMENT

between

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, DISTRICT W24

and

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

For the Period:

December 1, 2012

Through

November 30, 2016

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adapt

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3-1-13

ARTICLE 14 – PENSION

Section 14.1 For the former W1 Employees:

14.1.1 It is agreed that the Employer shall remain a participating Employer in the TOC Woodworker, IAM Defined Contribution Pension Plan and to accept and be bound by the terms and provisions of said Plan during the period of the Agreement. To the above mentioned plan, the contribution rate of five cents (\$.05) per hour shall apply over the life of the Agreement.

14.1.2 It is agreed that the Employer shall remain a participating Employer in the IAM National Pension Plan and to accept and be bound by the terms and provisions of said plan. Effective December 1, 2012 the Employer agrees to increase the daily contribution rate to a total of \$18.40 per day. Effective December 1, 2014 the rate will increase to \$19.20 as a daily contribution rate.

Section 14.2 For the former District 24 Employees:

14.2.1 The Employer will contribute two dollars and seventy-six cents (\$2.76) per compensable hour (excluding overtime) for each employee to the Western States Office & Professional Employees Pension Fund.

14.2.2 The Employer will contribute seventy-three cents (\$.73) per compensable hour (excluding overtime) for each employee to the Western States 401K Retirement Fund of the OPEIU. At the employee's option, the employee may elect to make additional contributions to the Western States 401K Retirement Fund of the OPEIU by payroll deduction. The Employer shall withhold such voluntary contributions from the employee's pay and transmit such contributions on a monthly basis to the Plan Administrator.

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 16.1 The Employer agrees to the principle of equal pay for equal work and agrees that there shall be non-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 16.2 No clause in this Agreement shall be understood to imply any lowering of the working conditions and rates of pay heretofore existing in the office of the Employer.

ARTICLE 22 - TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from December 1, 2012, through November 30, 2016, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement, provided, that in the event the Union serves written notice in accordance with this Article, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provisions to the contrary notwithstanding. Upon the signing of this agreement or any future Agreement, the provisions therein shall be retroactive to the anniversary date.

As agreed to this 10th day of December, 2012.

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS

OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL



District Lodge W-24, IAMW

WS 8050

✓

Memorandum of Understanding
between
International Association of Machinists and Aerospace Workers, District W24
and the
Office & Professional Employees International Union, Local 11

This Memorandum of Understanding is entered into by and between **International Association of Machinists and Aerospace Workers, District W24** and the **Office & Professional Employees International Union, Local 11**, covering Rochelle Conrad and Hiu Phat-Ng.

It is mutually agreed by all parties that the Employer agrees to continue a contribution of two dollars and seventy-six cents (\$2.76) and in addition the surcharge amount listed in the Supplemental Contribution schedule, per compensable hour, on behalf of each employee into the Western States Office & Professional Employees Pension Fund.

Be it further agreed that should there be any changes to the Supplemental Contribution Schedule the Employer shall adopt the newest schedule presented by the Trustees of the Western States Office & Professional Employees Pension Fund. Should the Western States Office & Professional Employees Pension fund release the Employer from the obligation to pay according to the Supplemental Contribution Schedule, then the minimum pension contribution amount of two dollars and seventy-six cents (\$2.76) per compensable hour shall be in full force and effect.

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

Agreed on this 24th day of March 2013.

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, DISTRICT W24

OFFICE AND PROFESSIONAL
EMPLOYEES UNION, LOCAL 11

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

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8050

**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.

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1. Employer Information. *District*

Name: IAM&AW District Lodge W24
Contract Person: Dan J. Sass
Address: 3645 SE 32nd Avenue
City, State & Zip: Portland, OR 97202
Telephone: (503) 238-5550, Ext. 117

2. Local Information.

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

3. Participation.

This Agreement is for the following: (*check applicable box(es)*):

- ☒ An existing Participating Employer to update Plan records.
☐ A new Participating Employer.
Effective date of coverage: _____
☐ A new group of Employees of an existing Participating Employer.
Effective date of coverage: _____

4. Coverage.

This Agreement covers the following (*check applicable box(es)*):

- ☒ Bargaining unit employees as described in Attachment A.
Note: Attach a copy of collective bargaining agreement.
☐ Nonbargaining unit employees described in Attachment B (see note).
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.

5. **Employer Representations.** The Employer makes the following representations to the Board in support of the Employer's request for participation:
- a. Employer is a (*insert form of business*): **Labor Organization**.
Note: Partners and sole proprietors cannot participate in the Plan but partnerships and sole proprietorships may cover their employees.
 - b. Employer is doing business under the following name(s) (attach separate page if more space is needed): **IAM&AW District Lodge W24**.
 - c. Employer elects to participate in the Plan as a contributing employer.
 - d. Employer now has the following employees (insert number):
 2 employees covered by the collective bargaining agreement; and
 employees who are not covered by the collective bargaining agreement.
 - e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.
 - f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.**
6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:
- a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.
 - b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**

- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

FEB 11 2011

APPROVED AND ACCEPTED BY THE TRUSTEES

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

AGREEMENT

BETWEEN

DMC INSURANCE ADMINISTRATORS, INC.

And

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29**

November 1, 2015 – October 31, 2020



ARTICLE XIX. LIFE INSURANCE

The Employer will pay for a Thirty Thousand Dollar (\$30,000.00) Life Insurance, (Sixty Thousand Dollar [\$60,000.00] Accidental Death/Dismemberment), Policy for each regular employee.

ARTICLE XX. PENSION PLAN

Effective November 1, 2015, the Employer agrees to contribute into the Western States Office and Professional Employees Pension Fund, for the account of each regular employee and regular part-time employee working under this Agreement, Two Dollars and ninety cents (\$2.90) per hour paid.

Effective November 1, 2016, the Employer agrees to contribute Two Dollars and ninety-five cents (\$2.95) per hour paid.

Effective November 1, 2017, the Employer agrees to contribute Three Dollars and twenty cents (\$3.20) per hour paid.

Effective November 1, 2018, the Employer agrees to contribute Three Dollars and forty-five cents (\$3.45) per hour paid.

Effective November 1, 2019, the Employer agrees to contribute Three Dollars and seventy cents (\$3.70) per hour paid.

As of the effective date of this Agreement, hours paid, the Employer agrees to contribute on behalf of each regular employee and regular part-time 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.

The parties have agreed that the Employer can withdraw from Western States Office and Professional Employees Pension Fund at their discretion, based on the withdrawal liability.

ARTICLE XXI. HEALTH & SAFETY

1. The Employer shall make every effort to provide and maintain safe working conditions and industrial health protection for employees. All work performed will be in compliance with all safety standards and OSHA regulations. Because the Labor Department had given the State of California the authority to regulate and enforce industrial safety as permitted by the Occupational Safety and Health Act, Employer agrees to abide by the regulations outlined by Cal OSHA.

ARTICLE XXVII. TERM OF AGREEMENT

The term of this Agreement shall be from November 1, 2015 to and including October 31, 2020, and shall be deemed renewed thereafter from year to year unless either party gives written notice not later than August 31, 2020 (or sixty [60] days prior notice).

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of _____ 2015.

**DMC INSURANCE
ADMINISTRATORS INC.**

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29**

By

Date

TK

cwa:9415/afl-cio

**Western States Office and
Professional Employees
Pension Fund**

1051134

**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: ILWU Welfare Fund
Contract Person: Victoria Gordaño
Address: PO Box 157
City, State & Zip: Pleasanton, CA 94566
Telephone: (925) 249-3365

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)):

MAR 02 2011

- ☒ 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): IAFT-HARTLEY HAW FUND

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):

✓ 2 employees covered by the collective bargaining agreement; and

N/A employees who are not covered by the collective bargaining agreement.

e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.

f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.**

6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:

a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**

- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

MAR 02 2011

Office & Professional Employees International Union | Local 29

AFL-CIO & CLC

WS 1134

Tamara R. Rubyn, President/Business Manager | Patricia G. Sanchez, Secretary-Treasurer/Business Representative

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

AGREEMENT TO ADOPT REHABILITATION PLAN

Plan: Western States Office and Professional Employee's Pension Fund

Parties: Office & Professional Employees the "Union; and
International Union, Local 29
DMC INSURANCE ADMIN. the "Employer"

The Union and the Employer hereby agree to amend their Collective Bargaining Agreement as follows:

1. The Parties adopt the following schedule under the Plan's Rehabilitation Effective Date:

Effective Date:

11-1-12Rehab was
adopted on
11/1/11

Check applicable line:

☒ Rehabilitation Plan Sc
☐ Default Rehabilitation

2. The Employer agrees to contribute to the Plan at the rates required under the CBA and the applicable Rehabilitation Plan Schedule.
3. The Parties agree that their adoption of the Rehabilitation Plan is effective for the duration of the current CBA and to any renewals or extensions of the CBA.

P:\CBA\2012\2012-2013\2012-2013
cwa:2415/pfl-cio

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

OFFICE & PROFESSIONAL

A

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 effect until the expiration of the Collective Bargaining Agreement.



**Western States Office and
Professional Employees
Pension Fund**

FEB 08 2011

**Employer
Participation
Agreement**

The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan")¹ for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: IUEC Local 23
Contract Person: Christy Regalado
Address: PO Box 301535
City, State & Zip: Portland, OR 97294
Telephone: 503 252-5852

2. Local Information.

Employer has a collective bargaining agreement with Local Union 208 11 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

This Agreement is for the following: (check applicable box(es)):

- ☒ An existing Participating Employer to update Plan records.
- ☐ A new Participating Employer.
Effective date of coverage: _____.
- ☐ A new group of Employees of an existing Participating Employer.
Effective date of coverage: _____.

4. Coverage.

This Agreement covers the following (check applicable box(es)):

- ☒ Bargaining unit employees as described in Attachment A.
Note: Attach a copy of collective bargaining agreement.
- ☐ Nonbargaining unit employees described in Attachment B (see note).
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.

5. **Employer Representations.** The Employer makes the following representations to the Board in support of the Employer's request for participation:

a. Employer is a (*insert form of business*): Non Profit.

Note: Partners and sole proprietors cannot participate in the Plan but partnerships and sole proprietorships may cover their employees.

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): IUEC Local 23.

c. Employer elects to participate in the Plan as a contributing employer.

d. Employer now has the following employees (insert number):

1 employees covered by the collective bargaining agreement; and

0 employees who are not covered by the collective bargaining agreement.

e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.

f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.**

6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:

a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.

b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**

- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED AND

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

AGREEMENT

Between

GEORGE BIANCHI CONSTRUCTION, INC.

And

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29**

January 1, 2017 - December 31, 2019



ARTICLE 11. CLASSIFICATIONS AND MINIMUM WAGE SCALES - continued

CLASSIFICATION	Effective 1/1/2017	Effective 12/31/2017	Effective 12/31/2018
OFFICE COORDINATOR/ADMINISTRATOR	\$29.47	\$29.47	Open for wages
One who represents the Employer in managing and maintaining the office functions and who may make recommendations to the Employer pertaining to discipline, employment and termination of office employees. Wage rate shall be at least ten percent (10%) above the highest other classification provided for in this Agreement.			

New employees who have had previous experience in a Trade Union office shall be credited with such experience and shall be placed in the wage schedule in accordance with such credit. New employees who have had previous comparable experience in offices other than Trade Union offices shall be credited with such experience up to a maximum of twenty-one (21) months.

Any employee who works alone in a "One Person Office" in which no Union official keeps regular office hours in the office shall be paid at the Office Coordinator/Administrator rate.

Nothing shall prevent the Employer from paying higher than the minimum herein set forth.

It is understood and agreed that no employee shall suffer any reduction in wages and conditions as a result of the signing of this Agreement.

It is agreed between the parties that all work performed on a temporary or emergency basis in a higher classification shall be paid at the higher rate after a minimum of four (4) hours a day, including but not limited to vacation and/or sick leave relief.

All regular part-time employees shall receive all of the benefits of the Agreement on a pro rata basis.

ARTICLE 12. PENSION PLAN

The Employer agrees to contribute into a Trust Fund, known as Western States Office & Professional Employees Pension Fund, for the account of each eligible employee working under this Agreement, the sum of Five Dollars and sixteen cents (\$5.16) per hour, effective January 1, 2017. To be eligible for participation in the Plan, an employee for the purposes of this Article shall mean: "Any employee on the payroll on the first (1st) day of the calendar month, and who works more than seventy (70) hours each succeeding and consecutive calendar month thereafter," the sum of Five Dollars and sixteen cents (\$5.16) per hour shall be paid by the Employer effective January 1, 2017.

The Employer shall pay contributions on behalf of each bargaining unit employee as defined in the incorporated rate of the Supplemental Employer Contribution Schedule, as defined by the Trustees of the Pension Plan.

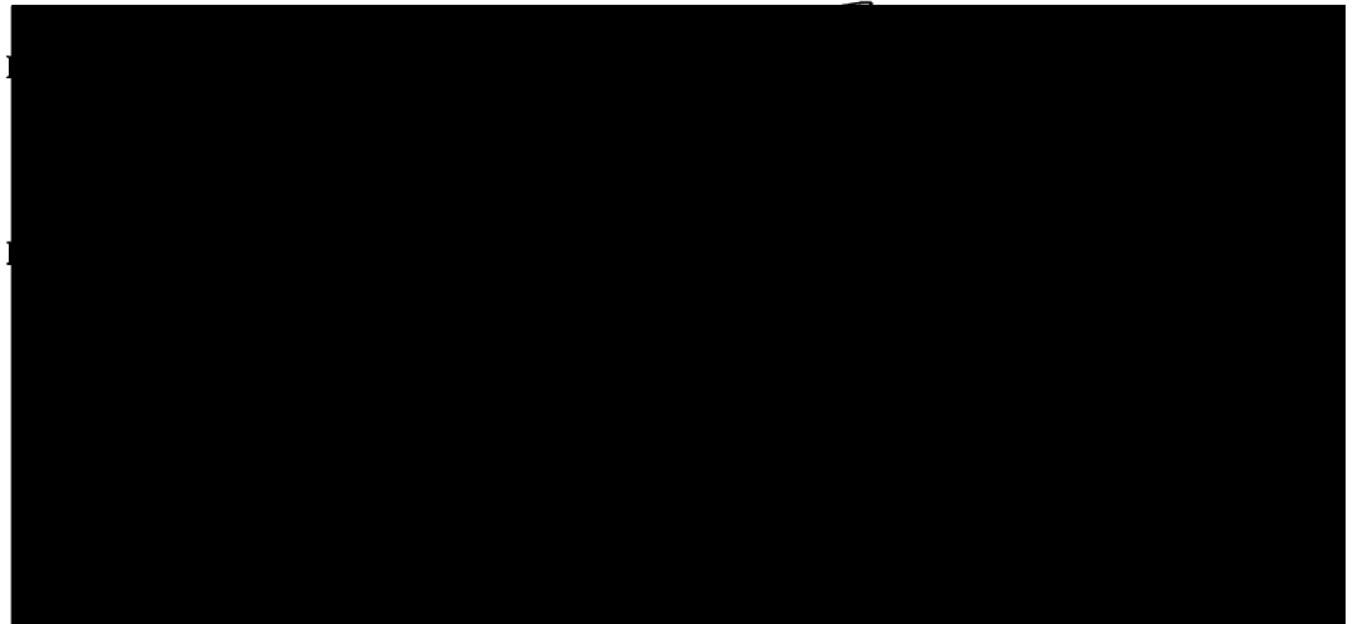
Employees can participate in a 401(k) plan by the employees' contributions if they so choose.

ARTICLE 33. DURATION OF AGREEMENT - continued

section of the Agreement that may arise during negotiations. If no agreement on the changes or modifications is reached prior to the expiration date of this Agreement, the Agreement will automatically expire and terminate as of December 31, 2019, unless the parties mutually agree to extend the term of the Agreement pending further negotiations. Any changes agreed upon shall be incorporated into this Agreement effective as of the beginning of the year's term for which the revisions were proposed.

**GEORGE BIANCHI CONSTRUCTION,
INC.**

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29**



KG/lm(BIA10017)
cwa:9415/afl-cio

WSOPE WITHDRAWAL LIABILITY ABATEMENT AGREEMENT

Effective Date: _____

Parties: **Western States Office and Professional Employees
Pension Fund ("Plan");**
George Bianchi Construction ("Participating Employer")

The Parties agree as follows:

1. The consideration for this Withdrawal Liability Abatement Agreement ("Agreement") is the mutual terms and conditions of this Agreement.
2. Participating Employer previously made pension contributions to the Plan pursuant to a collective bargaining agreement ("CBA") with OPEIU Local 29.
 - 2.1 The CBA required the following Pension Contributions to the Plan on behalf of each eligible participant:

\$3.90/hr effective December 31, 2006
\$4.52/hr effective December 31, 2007
\$5.16/hr effective December 31, 2008
 - 2.2 The Plan last received contributions from the Participating Employer for hours worked in 2008.
3. The Participating Employer's CBA with OPEIU Local 29 expired on December 31, 2009.
4. The Participating Employer withdrew from the Plan in 2009.
5. The Plan assessed withdrawal liability pursuant to 29 U.S.C. §4219 et seq. and the Plan's Withdrawal Liability Policy.
6. Participating Employer has requested abatement of the Participating Employer's withdrawal liability.¹
7. The Plan agrees to Participating Employer's abatement request pursuant to the following terms and conditions:
 - 7.1 Participating Employer must enter into a new contract with OPEIU Local 29 that requires Participating Employer to make Pension Contributions to the Plan.

¹ If Participating Employer withdraws from the Plan after the Effective Date of this Agreement, whether a total or partial withdrawal, or part of a mass withdrawal, Participating Employer will not receive credit for withdrawal liability payments made prior to the effective date of this Agreement.

WSOPE WITHDRAWAL LIABILITY ABATEMENT AGREEMENT

7.2 The new contract can be a new CBA or a memorandum of understanding (or similar contract document) that amends a current CBA.

7.3 The amount of the Pension Contributions must be equal to or exceed the amount on line c below:

a. \$5.16/hr the Pension Contribution rate in effect when Participating Employer withdrew, plus

b. \$4.13/hr the supplemental employer contribution rate under the Plan's current rehabilitation plan: 80%

c. \$9.29/hr total monthly Pension Contribution amount per covered participant.

7.2 Participating Employer must adopt this Agreement by the date of the first scheduled withdrawal liability payment that is due on or after Participating Employer resumes covered operations.

Date covered operations resumes: _____

Date of next withdrawal liability payment: _____

Required adoption date: _____

7.3 Participating Employer must be current on all contributions, surcharges and payments due to the Plan, including all withdrawal liability payments, liquidated damages and interest (whether related to withdrawal liability payments or the Participating Employer's prior Pension Contributions).

7.3.1 Determination of Payments Due.

January 25, 2016 Date of force out notice.

March 26, 2016 First withdrawal liability payment.

First payment is due the later of:

3/1/2016 first day of next calendar year

3/26/2016 60 days after notice

July 1, 2016 Second withdrawal liability payment due

September 1, 2016 Third withdrawal liability payment due

WSOPE WITHDRAWAL LIABILITY ABATEMENT AGREEMENT

7.3.2 Amounts Due Within 30 Days of Effective Date.

- a. Pension contributions due under new collective bargaining agreement
- b. **\$8052** for first, second and third withdrawal liability payments
- c. Interest will be billed by the Trust Office on the last withdrawal liability payments

APPROVAL:

This Agreement is effective as of the Effective Date provided above.

George Bianchi Construction

**Western States Office and Professional
Employees Pension Fund**

< Sig _____ Pr _____ Ti _____ Da		_____ Michael Parmelee, Co-Chair _____ ed signed: _____ _____ e Richards, Co-Chair _____ e signed: _____
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Office and Professional Employees International Union
2800 First Avenue, Room 304 • Seattle, WA 98121 • (206) 441-8880 • 1-800-600-2433

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

I.U.P.A.T. PAINTERS UNIONS' TRADE SECTION

AND

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NOS. 8 AND 11, AFL-CIO**

FOR THE PERIOD OF

APRIL 1, 2015 THROUGH MARCH 31, 2018

the Employer shall increase the minimum hourly rates of all bargaining unit employees by one hundred percent (100%) of the Seattle-Bremerton average for Urban Wage Earners and Clerical Workers ("CPI") measured from February to February each year, with a minimum of one percent (1%) to a maximum of four and one-half percent (4.5%).

Section 14.1(j) Prior experience in the Trade Section will be considered by the Employer when determining starting salary for the employee.

Section 14.1(k) The rate for temporary employees, as defined in Article 8, Section 8.3, shall be set at eighty percent (80%) of the starting salary for the appropriate pay classification; provided that, (a) the employee has not held a permanent position in the office and, (b) has not worked more than sixty (60) days for the Employer during the last twelve (12) month period. Exceptions (a) and (b) shall be paid at one hundred percent (100%) of the appropriate pay classification and level.

Section 14.2 Where a person does a combination of any of the above described classifications, the salary shall be based upon the highest paid classification.

Section 14.3 Six-month and one-year step increases for regular full and part-time employees shall be based on calendar months; for each six month increase, temporary and on-call employees must work four hundred fifty-five (455) hours.

Section 14.4 The Union has the right to divert monies generated from the respective salary increases for the purpose of providing additional fringe benefits available through the Puget Sound Benefits Trust and Western States Office and Professional Employees Pension Fund. The Employer will be notified by the Union of such diversion and all salary schedules and employees' salaries will be adjusted accordingly.

Section 14.5 The Employer shall pay for the cost of employee parking or a bus pass or a ferry system pass at the request of the employee, for work purposes.

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 & Professional Employees Pension Fund.

Effective April 1, 2015, the Employer agrees to continue a contribution of three dollars and thirty cents (\$3.30) and in addition the surcharge amount of eighty percent (80%) as listed in the Supplemental Contribution Schedule of the Rehabilitation Plan, per compensable hour for each regular full-time employee and each regular part-time employee covered by this Agreement to the Western States Office & Professional Employees Pension Fund, not to exceed thirty-five (35) hours in any one week. The total contribution shall be \$5.94 per hour (\$3.30 + \$2.64).

Effective April 1, 2016, the Employer agrees to continue a contribution of three dollars and thirty cents (\$3.30) and in addition the surcharge amount of eighty percent (80%) as listed in the Supplemental Contribution Schedule of the Rehabilitation Plan, per compensable hour for each regular full-time employee and each regular part-time employee covered by this Agreement to the Western States Office & Professional Employees Pension Fund, not to exceed thirty-five (35) hours in any one week. The total contribution shall be \$5.94 per hour (\$3.30 + \$2.64).

Effective April 1, 2017, the Employer agrees to continue a contribution of three dollars and thirty cents (\$3.30) and in addition the surcharge amount of eighty percent (80%) as listed in the Supplemental Contribution Schedule of the Rehabilitation Plan, per compensable hour for each regular full-time employee and each regular part-time employee covered by this Agreement to the Western States Office & Professional Employees Pension Fund, not to exceed thirty-five (35) hours in any one week. The total contribution shall be \$5.94 per hour (\$3.30 + \$2.64).

Should the Western States Office & Professional Employees Pension Fund release the Employer from the obligation to pay according to the Supplemental Contribution Schedule, then the minimum pension contribution amount of three dollars and thirty cents (\$3.30) per compensable hour shall be in full force and effect.

Section 15.1(b) Said contribution shall be made to the Western States Office and Professional Employees & 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 signatory 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 If the Employer is contributing instead to the Western Washington Painters Trust, the contributions shall be as follows:

Effective April 1, 2015, the Employer shall contribute four dollars and twenty four cents (\$4.24) per compensable hour for each regular full-time employee and each regular part-time employee participating in the Western Washington Painters Trust, not to exceed thirty-five (35) hours in any one week.

Section 15.3(a) SUPPLEMENTAL PENSION. Effective April 1, 2015, the Employer shall contribute fifteen cents (\$0.15) per compensable hour for each regular full-time employee and each regular part-time employee covered by this Agreement, not to exceed thirty-five (35) hours in any one week. 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 and Local 11 Supplemental Retirement Fund.

Section 15.3(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 and Local 11 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 no 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 and, once made, the election shall not be subject to revocation. The forms for the election shall be provided by the administrative office of the aforesaid Trust Fund. Any election under this paragraph shall not be effective until the first of the month following the month in which a completed election form is provided to the Employer. The resulting salary level shall be considered to be the negotiated salary level for that employee for the remainder of this Agreement following the election. However, for the purposes of determining any other amounts under this Agreement based upon wage level, the original amount described in the Salary Schedule shall apply.

The Employer agrees to provide employee information as may be needed by the Administrator of the Plan including information that may be needed to complete any required IRS discrimination tests.

ARTICLE 16

NON-DISCRIMINATION

Section 16.1 The Employer agrees to not discriminate against an employee because of his/her activity as a member of the Office and Professional Employees International Union Local No. 8 and Local No. 11.

Section 16.2 Neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, sex, age, sexual orientation, religion, ancestry, marital status, political ideology, or the presence of a sensory, mental or physical handicap subject to occupational requirements and the ability to perform the job.

Section 16.3 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 quantity and quality as that performed by men, the same rate of pay shall prevail. This applies only to positions in the bargaining unit.

Section 16.4 No clause in this Agreement shall be understood to imply any lowering of the working conditions and rates of pay heretofore existing in the office of the employees.

ARTICLE 17

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

ARTICLE 20

HEALTH AND SAFETY

Section 20.1 The Employer retains exclusive responsibility for workplace health and safety and agrees to provide a safe and healthful work environment for all employees and to provide for reasonable standards of workplace sanitation, ventilation, cleanliness, light, noise levels and health and safety in general. The Employer agrees to comply with all applicable health and safety laws and regulations.

Section 20.2 The Employer shall provide the following protections for VDT/CRT Operators: Ten (10) minute periods of alternative work or rest every hour of on-machine time; proper positioning of machine, furniture, lighting; glare control; annual maintenance of machinery; training for operators in proper and safe use of equipment, including recommended ergonomic practices and potential hazards.

Section 20.3 A Safety Committee shall be established consisting of at least one (1) Employer and one (1) employee representative who shall meet at least quarterly to review safety issues, recommend improvements and assist in correction of identified unsafe conditions or practices.

Section 20.4 The Employer will make reasonable efforts to accommodate the needs of employees who can demonstrate that health problems are caused or aggravated by work related assignments or by substances the employee is necessarily exposed to in the workplace.

ARTICLE 21

PICKET LINES

It is further understood and agreed that refusal by an employee covered by this Agreement, to go through a bona fide picket line, shall not constitute a violation of this Agreement, nor shall such refusal by an employee be cause for discharge or disciplinary action of any kind.

ARTICLE 22

TERMINATION AND RENEWAL

This Agreement shall be in full force and effect until March 31, 2018 and shall continue in effect from year to year thereafter unless either party gives notice, in writing, not more than ninety (90) days nor less than sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided that, in the event the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contrary notwithstanding.