

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

**THIRD SUSPENSION APPLICATION**

**Exhibit 15**

**(Part 1 of 11)**



**ABF FREIGHT SYSTEM, INC.  
and  
OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL NO. 30**



**DENVER, CO**

**October 1, 2013 through September 30, 2018**

one hundred (100) hours per month for full time positions, and sixty (60) hours per month for part-time positions.

13.2 ELIGIBLE EMPLOYEES – Active employees (not laid off) on the seniority roster shall be eligible for health and hospital benefits under a plan.

13.3 NON-ELIGIBLE EMPLOYEES – Employees not eligible for coverage under this Article are as follows:

- (a) Laid off employees;
- (b) Casual employees (employees having no seniority rights);
- (c) Employees suffering an injury or illness covered by Worker's Compensation benefits;
- (d) Employees on leave of absence.

13.4 The Company retains the right to change its health and welfare benefits plan and providers. The Company shall notify the Union of such changes and further, the Union shall notify the Company where to send required premiums should changes take place.

#### **ARTICLE 14 – PENSION PLAN**

14.1 COMPANY PENSION CONTRIBUTIONS – For full time employees (not laid off) on seniority roster, to make a contribution on behalf of each employee to the Western States Office Employees Pension Fund not to exceed forty (40) times the hourly contribution rate per week. The Pension fund rates shall be frozen at the level of the October 1, 2012 rates for the remainder of this contract.

<u>Effective Date</u>	<u>Rate Per Hour</u>
10-1-13	\$9.25
10-1-14	\$9.25
10-1-15	\$9.25
10-1-16	\$9.25
10-1-17	\$9.25

In the event that future federal legislation allows ABF to reduce its pension contribution rates which would not cause a reduction in benefits, the Company reserves the right to reopen the ABF OPEIU Local 30 contract as it relates to the pension contribution rates. If the parties do not agree on a mutually satisfactory resolution to negotiations over such issues within sixty (60) days of the start of such negotiations, either party shall be permitted all legal or economic recourse in support of its proposals on this matter notwithstanding any provisions of this Agreement to the contrary.

- (a) Subject to the forty (40) hour maximum, contributions shall be made for each full hour worked by each employee.

- (b) If an employee is injured on the job, the Company shall continue to make the required contributions until the employee returns to work, but not to exceed five hundred twenty (520) hours of contributions for missed work opportunities.

## **ARTICLE 15 – SENIORITY**

### **15.1 DEFINITIONS:**

Regular Employee - An employee with an established seniority date.

Permanent Part-Time Employee - A regular employee with a set schedule of less than 40 hours per week.

Probationary Employee - A regular employee in probationary status as defined in 15.3 of this Article.

Active Employee - A regular employee not in layoff status.

Unassigned Employee - An active employee in an unassigned status as provided in Article 19.2 of this Agreement.

Laid-off Employee - A regular employee who is in layoff status by proper written notice from the Company.

Casual Employee - An employee having no seniority rights under this Agreement. Unless specifically provided otherwise, casual employees are not entitled to any of the benefits or guarantees of this Agreement, except the hourly wage rate when put to work.

Unless the language in the Agreement clearly refers to a specific employee definition(s), the term employee(s) shall be deemed to encompass all regular employees (those having established seniority dates).

**15.2 SENIORITY RIGHTS** – Seniority shall prevail for layoff, recall, transfer and job assignment, provided the employee is qualified to perform the job. There shall be one (1) bargaining unit consisting of one (1) office seniority roster. Seniority shall be continuous from the date on which the employee acquires seniority under this Agreement, except as provided in Article 7.5 (LEAVES OF ABSENCE).

**15.3 FORMULA FOR ACQUIRING SENIORITY** – When any casual employees are worked (either full-time or part-time) for thirty (30) working days in any consecutive two (2) calendar month period, the Company shall be required to add an employee to the seniority roster. Days or hours worked replacing regular employees absent for any reason shall not be counted.



shall remain in full force and effect. Any substitution for the invalidated portion which is mutually agreed upon between the parties shall be reduced to writing and made a part of this Agreement.

#### **ARTICLE 30 – DURATION**

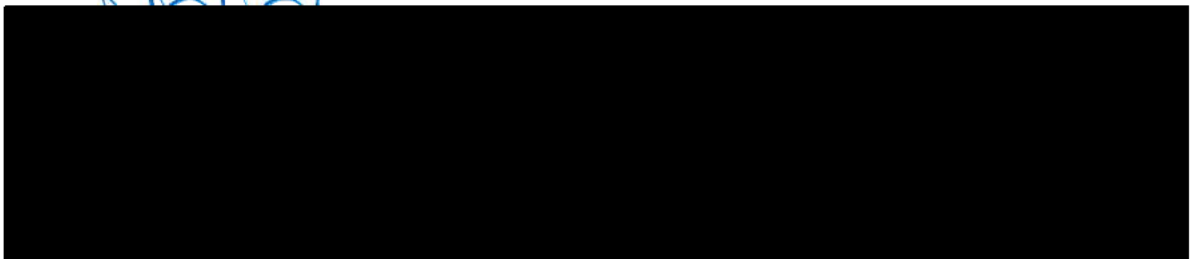
- 30.1** This Agreement shall continue in full force and effect from October 1, 2013 to and including September 30, 2018 and shall thereafter be automatically renewed from year to year unless either party notifies the other of its desire to change, modify or terminate the Agreement.

Either party desiring to change, modify or terminate this Agreement must notify the other party in writing at least sixty (60) and no more than ninety (90) days prior to the expiration date of this Agreement or any year in which notice of change or termination is given.

The parties agree that, if practical, all proposals for a new contract shall be exchanged between the parties at least forty-five (45) days prior to the expiration date of this Agreement. Such proposal shall be specific as to the exact articles desired to be changed or new articles to be added.

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

**ABF FREIGHT SYSTEM, INC.**



# WSOPE REHABILITATION PLAN SETTLEMENT AGREEMENT

Effective Date: September 2, 2016

Parties: **Western States office and Professional Employees Pension Fund ("Plan");**

**ABF Freight ("Participating Employer")**

The Parties agree to all of the following:

## **1. Statements and Recitals.**

- 1.1 The consideration for this Rehabilitation Plan Settlement Agreement ("Agreement") is the mutual terms and conditions of this Agreement.
- 1.2 The Parties have different positions on when Participating Employer became subject to the Plan's Rehabilitation Plan and/or Default Rehabilitation Plan, and the appropriate employer contribution rate.
- 1.3 In order to settle the matter the Plan and Participating Employer are mutually agreeing to the terms of this Agreement.

## **2. Rehabilitation Plan Adoption.**

- 2.1 The Parties agree that Participating Employer shall retroactively adopt the Plan's Rehabilitation Plan as follows:

ABF WS0388: retroactive to October 1, 2013; and  
ABF WS0412: retroactive to June 1, 2013.

- 2.2 The Parties agree that Participating Employer will adopt the Plan's Rehabilitation Plan by executing an amendment to the Participating Employer's collective bargaining agreement with OPEIU Local 30.

## **3. Lump Sum Payment.**

- 3.1 Participating Employer agrees to make a Lump Sum Payment to the Plan to cover Rehabilitation Plan payments that were due prior to the date of this Agreement, plus interest, as follows:

ABF WS0388:	\$154,091.90
ABF WS0412:	<u>\$102,495.22</u>
<b>Total:</b>	<b>\$256,587.22<sup>1</sup></b>

---

<sup>1</sup> This amount is calculated through 9/1/2016 since this Agreement is a draft. This amount may be updated to reflect additional interest in the final Agreement.

## WSOPE REHABILITATION PLAN SETTLEMENT AGREEMENT

- 3.2 Participating Employer agrees to pay the Plan the Lump Sum Payment within 30 days of the date this Agreement is executed by all Parties. Failure to pay the Lump Sum Payment timely shall automatically void this agreement and result in the Plan imposing the Default Rehabilitation Plan as of the dates provided in Section 2.1 above.
- 3.3 The Lump Sum Payment may be made by check, wire transfer or other electronic funds transfer procedure at the Participating Employer's discretion. However, Participating Employer shall be responsible for all bank charges and costs if Participating Employer uses wire transfer or other electronic funds transfer procedure.
- 3.4 The Lump Sum Payment shall be made to the Plan's administrative office at the following address:

BeneSys, Inc.  
1220 SW Morrison St. Suite 300  
Portland OR 97205-2222

(503) 222-7694 (800) 413-4928 Fax (503) 228-0149

4. **Scope of Agreement.** This Agreement is expressly limited to the terms and conditions of this Agreement related to Participating Employer's Rehabilitation Plan obligations. This Agreement does not affect the Participating Employer's other responsibilities under ERISA, including but not limited to Participating Employer's potential obligations in the event of a withdrawal from the Plan or if the Plan incurs a mass withdrawal.

5. **Representations and Warranties.**

- 5.1 **Legal Representation.** This Agreement was prepared by the law firm of Joseph L. Reinhart, P.C., on behalf of the Plan. Participating Employer, in executing this Agreement, acknowledges that it has read and understands all provisions in this Agreement and that Participating Employer has been advised to seek independent counsel prior to signing this Agreement.
- 5.2 **Further Assurances.** Each Party shall execute and deliver any and all additional paper, documents and other assurances, and shall do any and all acts reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the Parties set forth in this Agreement.

6. **Miscellaneous Provisions.**

- 6.1 **Assignability.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither Party may

## WSOPE REHABILITATION PLAN SETTLEMENT AGREEMENT


assign the rights and obligations provided for herein without the prior written consent of the other Party.

- 6.2 Choice of law and forum. The Parties irrevocably agree that this Agreement shall be governed by and construed in accordance with the substantive laws of the state of Oregon, and that venue for any action or proceeding filed under this Agreement shall be in Multnomah County, Oregon.
- 6.3 Counterparts. This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one instrument.
7. Non-Disclosure Agreement. The Parties have previously entered into a Non-Disclosure Agreement. By their signatures below, the Parties agree that the terms and existence of this Agreement are also covered by the terms of the Non-Disclosure Agreement.

This Agreement is effective as of the Effective Date provided above.

ABF Freight, Inc.

Western States Office and Professional



ABF WS0388									
12 Month Period		Base Contributions	Surcharge Paid, if any	Total Contributions Paid to Date	Applicable Sup. Employer Schedule Rate	Supplemental Employer Contributions (C x G)	Amount Owed (H-D)	Interest on Amount Owed at 7.25% to 9/1/2016	Total Amount Owed with Interest to 9/1/2016
10/1/2013	9/30/2014	68,181.75	1,658.59	69,840.34	80%	54,545.40	52,886.41	7,592.73	60,479.14
10/1/2014	9/30/2015	67,571.25	-	67,571.25	80%	54,057.00	54,057.00	3,581.96	57,638.96
10/1/2015	5/31/2016	44,187.25	-	44,187.25	80%	35,349.80	35,349.80	624.00	35,973.80
		179,940.25	1,658.59	181,598.84		143,952.20	142,293.21	11,798.69	154,091.90

ABF WS0412									
12 Month Period		Base Contributions	Surcharge Paid, if any	Total Contributions paid to date	Applicable Sup. Employer Schedule Rate	Default Supplemental Employer Contributions (C x G)	Amount Owed (H-D)	Interest on Amount Owed at 7.25% to 9/1/2016	Total Amount Owed with Interest to 9/1/2016
6/1/2013	5/31/2014	43,065.30	2,504.92	45,570.22	78%	33,590.93	31,086.01	5,302.05	36,388.06
6/1/2014	5/31/2015	46,219.81	-	46,219.81	80%	36,975.85	37,530.09	3,431.45	40,961.54
6/1/2015	5/31/2016	46,707.94	-	46,707.94	80%	37,366.35	24,709.55	436.17	25,145.72
		135,993.05	2,504.92	138,497.97		107,933.13	93,325.65	9,169.67	102,495.32

TOTALS	
	154,091.90
ABF WS0412	102,495.32
	256,587.22

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

**AGREEMENT TO ADOPT REHABILITATION PLAN**

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

**Parties:** OPEIU Local 30, the "Union; and  
ABF Freight, the "Employer"

**Effective Date:** As of the date signed by both parties.

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The Union and the Employer hereby agree to amend their Collective Bargaining Agreement(s) as follows, consideration for which is the mutual terms and conditions of this Agreement:

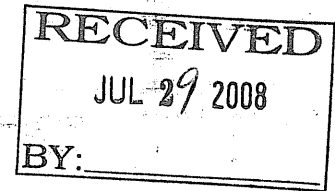
1. The Employer adopts the Rehabilitation Plan Schedule (regular schedule, not default schedule) under the Plan's Rehabilitation Plan, retroactive to the date stated below:  
  
ABF WS0388: retroactive to October 1, 2013; and  
ABF WS0412: retroactive to June 1, 2013.
2. The Employer agrees to contribute to the Plan at the rates required under the CBA and the 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.
4. Adoption of this Agreement satisfies the requirement, in the WSOPE Rehabilitation Plan Settlement Agreement agreed to by the Parties, that Employer adopt the Rehabilitation Plan.

EMPLOYER APPROVAL

UNION APPROVAL



251-0412



# **A G R E E M E N T**

**Between**

**ABF FREIGHT SYSTEM, INC.**

**and**

**OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL #251  
AFL-CIO**

**ALBUQUERQUE, NEW MEXICO**

## ARTICLE 13 - HEALTH CARE

### Section 1 - Eligible Employees

Full time employees (not laid off) on the seniority roster shall be eligible for health and hospital benefits, including dental and eye care, short-term and long-term disability (non-exempt), under a plan sponsored and administered by the Employer. The plan, entitled "Arkansas Best Corporation Welfare Benefits Plan" is made a part of this Agreement for the purpose of defining the benefits under this Article.

### Section 2 - Non-eligible Employees

Employees not eligible for coverage under this Article are as follows:

- (a) Laid-off employees;
- (b) Casual employees (employees having no seniority rights);
- (c) Part-time employees working less than thirty (30) hours per week;
- (d) Employees suffering an injury or illness covered by Workers' Compensation benefits.

### Section 3 - Appeal Procedure

In the event of a dispute, the appeal procedure described in the Plan will be followed. In the event the employee feels the decision is unfair, he may invoke the provisions of Article 27, Arbitration.

### Section 4 - Health Insurance Premium Co-Pay

If, during the life of this agreement, it is necessary for ABF to increase the premium co-pay, those employees covered by this Agreement shall be reimbursed for the cost of the increase in premium co-payment on a weekly basis (This Section may be opened by either party within a thirty (30) day written notice.)

## ARTICLE 14 - PENSION PLAN

For full time employees (not laid off) on the seniority roster, the Employer agrees, effective on the dates and in the amounts per hour indicated below, to make a contribution on behalf of each employee to the Western States Office Employees Pension Fund.

Effective Date: June 1, 2008	Rate Per Hour: \$3.85
Effective Date: June 1, 2009	Rate Per Hour: \$4.00
Effective Date: June 1, 2010	Rate Per Hour: \$4.15
Effective Date: June 1, 2011	Rate Per Hour: \$4.30
Effective Date: June 1, 2012	Rate Per Hour: \$4.45

- (a) Subject to a maximum of two thousand eighty (2080) hours per calendar year and subsection (c) below, contributions shall be made for each compensable hour.
- (b) If an employee is injured on the job, the Employer shall continue to make the required contributions not to exceed forty (40) times the hourly contribution rate per week, until the employee returns to work, but not to exceed six (6) months.
- (c) This section shall not apply to employees with less than eighty-one (81) compensable hours per month.



## ARTICLE 31 – COST OF LIVING ADJUSTMENT

All regular employees shall be covered by the provisions of a cost-of-living allowance as set forth in this Article.

The amount of the cost-of-living allowance shall be determined as provided below on the basis of the "Consumer Price Index for Urban 45 Wage earners and Clerical Workers", CPI-W (Revised Series Using 1982-84 Expenditure Patterns), All-Items (1982-84-100), published by the Bureau of Labor Statistics, U. S. Department of Labor and referred to herein as the "Index".

Effective April 1, 2009 and every April 1 thereafter during the life of the agreement, a cost-of-living allowance will be calculated on the basis of the difference between the Index for January 2008 (published February 2008) and the Index for January 2009 (published February 2009) with a similar calculation for every year thereafter, as follows:

For every 0.2 point increase in the Index over and above the base (prior year's) Index plus 3.0%, there will be a 1 cent increase in the hourly wage rates payable on April 1, 2009 and every April 1 thereafter. These increases shall only be payable if they equal a minimum of five cents (\$.05) in a year.

All cost-of-living allowances paid under this agreement will become and remain a fixed part of the base wage rate for all job classifications. A decline in the Index shall not result in the reduction of classification base wage rates.

## ARTICLE 32 - DURATION

This Agreement shall continue in full force and effect from September 1, 2008 to and including May 31, 2013 and shall thereafter be automatically renewed from year to year unless either party notifies the other of its desire to change, modify or terminate the Agreement.

Either party desiring to change, modify or terminate this Agreement must notify the other party in writing at least sixty (60) days prior to the expiration date of the Agreement or any year in which notice of change or termination is given.

The parties agree that all proposals for a new contract shall be exchanged between the parties at least forty-five (45) days before the expiration date of the Agreement. Such contract proposal shall be specific as to the exact articles desired to be changed or new articles to be added.

ABF FREIGHT SYSTEM, INC.

OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL #251  
AFL-CIO

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# WSOPE REHABILITATION PLAN SETTLEMENT AGREEMENT

Effective Date: September 2, 2016

Parties: **Western States office and Professional Employees Pension Fund ("Plan");**

**ABF Freight ("Participating Employer")**

The Parties agree to all of the following:

## **1. Statements and Recitals.**

- 1.1 The consideration for this Rehabilitation Plan Settlement Agreement ("Agreement") is the mutual terms and conditions of this Agreement.
- 1.2 The Parties have different positions on when Participating Employer became subject to the Plan's Rehabilitation Plan and/or Default Rehabilitation Plan, and the appropriate employer contribution rate.
- 1.3 In order to settle the matter the Plan and Participating Employer are mutually agreeing to the terms of this Agreement.

## **2. Rehabilitation Plan Adoption.**

- 2.1 The Parties agree that Participating Employer shall retroactively adopt the Plan's Rehabilitation Plan as follows:

ABF WS0388: retroactive to October 1, 2013; and  
ABF WS0412: retroactive to June 1, 2013.

- 2.2 The Parties agree that Participating Employer will adopt the Plan's Rehabilitation Plan by executing an amendment to the Participating Employer's collective bargaining agreement with OPEIU Local 30.

## **3. Lump Sum Payment.**

- 3.1 Participating Employer agrees to make a Lump Sum Payment to the Plan to cover Rehabilitation Plan payments that were due prior to the date of this Agreement, plus interest, as follows:

ABF WS0388:	\$154,091.90
ABF WS0412:	<u>\$102,495.22</u>
<b>Total:</b>	<b>\$256,587.22<sup>1</sup></b>

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<sup>1</sup> This amount is calculated through 9/1/2016 since this Agreement is a draft. This amount may be updated to reflect additional interest in the final Agreement.

## WSOPE REHABILITATION PLAN SETTLEMENT AGREEMENT

- 3.2 Participating Employer agrees to pay the Plan the Lump Sum Payment within 30 days of the date this Agreement is executed by all Parties. Failure to pay the Lump Sum Payment timely shall automatically void this agreement and result in the Plan imposing the Default Rehabilitation Plan as of the dates provided in Section 2.1 above.
- 3.3 The Lump Sum Payment may be made by check, wire transfer or other electronic funds transfer procedure at the Participating Employer's discretion. However, Participating Employer shall be responsible for all bank charges and costs if Participating Employer uses wire transfer or other electronic funds transfer procedure.
- 3.4 The Lump Sum Payment shall be made to the Plan's administrative office at the following address:

BeneSys, Inc.  
1220 SW Morrison St. Suite 300  
Portland OR 97205-2222

(503) 222-7694 (800) 413-4928 Fax (503) 228-0149

4. **Scope of Agreement.** This Agreement is expressly limited to the terms and conditions of this Agreement related to Participating Employer's Rehabilitation Plan obligations. This Agreement does not affect the Participating Employer's other responsibilities under ERISA, including but not limited to Participating Employer's potential obligations in the event of a withdrawal from the Plan or if the Plan incurs a mass withdrawal.

5. **Representations and Warranties.**

- 5.1 **Legal Representation.** This Agreement was prepared by the law firm of Joseph L. Reinhart, P.C., on behalf of the Plan. Participating Employer, in executing this Agreement, acknowledges that it has read and understands all provisions in this Agreement and that Participating Employer has been advised to seek independent counsel prior to signing this Agreement.
- 5.2 **Further Assurances.** Each Party shall execute and deliver any and all additional paper, documents and other assurances, and shall do any and all acts reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the Parties set forth in this Agreement.

6. **Miscellaneous Provisions.**

- 6.1 **Assignability.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither Party may

## WSOPE REHABILITATION PLAN SETTLEMENT AGREEMENT

assign the rights and obligations provided for herein without the prior written consent of the other Party.

- 6.2 Choice of law and forum. The Parties irrevocably agree that this Agreement shall be governed by and construed in accordance with the substantive laws of the state of Oregon, and that venue for any action or proceeding filed under this Agreement shall be in Multnomah County, Oregon.
- 6.3 Counterparts. This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one instrument.
7. Non-Disclosure Agreement. The Parties have previously entered into a Non-Disclosure Agreement. By their signatures below, the Parties agree that the terms and existence of this Agreement are also covered by the terms of the Non-Disclosure Agreement.

This Agreement is effective as of the Effective Date provided above.

ABF Freight, Inc.

Western States Office and Professional

ABF WS0388									
12 Month Period		Base Contributions	Surcharge Paid, if any	Total Contributions Paid to Date	Applicable Sup. Employer Schedule Rate	Supplemental Employer Contributions (C x G)	Amount Owed (H-D)	Interest on Amount Owed at 7.25% to 9/1/2016	Total Amount Owed with Interest to 9/1/2016
10/1/2013	9/30/2014	68,181.75	1,658.59	69,840.34	80%	54,545.40	52,886.41	7,592.73	60,479.14
10/1/2014	9/30/2015	67,571.25	-	67,571.25	80%	54,057.00	54,057.00	3,581.96	57,638.96
10/1/2015	5/31/2016	44,187.25	-	44,187.25	80%	35,349.80	35,349.80	624.00	35,973.80
		179,940.25	1,658.59	181,598.84		143,952.20	142,293.21	11,798.69	154,091.90

ABF WS0412											
12 Month Period		Base Contributions	Surcharge Paid, if any	Total Contributions paid to date		Applicable Sup. Employer Schedule Rate	Default Supplemental Employer Contributions (C x G)		Amount Owed (H-D)	Interest on Amount Owed at 7.25% to 9/1/2016	Total Amount Owed with Interest to 9/1/2016
6/1/2013	5/31/2014	43,065.30	2,504.92	45,570.22		78%	33,590.93		31,086.01	5,302.05	36,388.06
6/1/2014	5/31/2015	46,219.81	-	46,219.81		80%	36,975.85		37,530.09	3,431.45	40,961.54
6/1/2015	5/31/2016	46,707.94	-	46,707.94		80%	37,366.35		24,709.55	436.17	25,145.72
		135,993.05	2,504.92	138,497.97			107,933.13		93,325.65	9,169.67	102,495.32

TOTALS	
	154,091.90
ABF WS0412	102,495.32
	256,587.22

**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 30, the "Union; and  
ABF Freight, the "Employer"

**Effective Date:** As of the date signed by both parties.

---

The Union and the Employer hereby agree to amend their Collective Bargaining Agreement(s) as follows, consideration for which is the mutual terms and conditions of this Agreement:

1. The Employer adopts the Rehabilitation Plan Schedule (regular schedule, not default schedule) under the Plan's Rehabilitation Plan, retroactive to the date stated below:  
  
ABF WS0388: retroactive to October 1, 2013; and  
ABF WS0412: retroactive to June 1, 2013.
2. The Employer agrees to contribute to the Plan at the rates required under the CBA and the 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.
4. Adoption of this Agreement satisfies the requirement, in the WSOPE Rehabilitation Plan Settlement Agreement agreed to by the Parties, that Employer adopt the Rehabilitation Plan.

EMPLOYER APPROVAL

UNION APPROVAL



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

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MASTER TRADE SECTION**

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

**FOR THE PERIOD OF**

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



## ARTICLE 15

### PENSIONS

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

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

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

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

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

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

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



**ARTICLE 22**

**TERMINATION AND RENEWAL**

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

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

OFFICE AND PROFESSIONAL EMPLOYEES \_\_\_\_\_ FOR THE MASTER TRADE SECTION



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

8-  
8133

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

1. Employer Information.

Name: AFT Washington  
Contract Person: Elizabeth Ferrell-Gray  
Address: 625 Andover Park W, Ste 111  
City, State & Zip: Inkwell, WA 98188  
Telephone: 206.432.8088

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

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

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

EMP

CO-0

CO-0

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 31<sup>st</sup> 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 62<sup>nd</sup> Avenue S, Suite 105  
Kent, WA 98032

#8109

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

#8101

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

#8255

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

#775

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

#8235

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

#8162

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

#8138

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

#8127

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

#8241

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

#8108

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

#8154

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

#8118

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

#8164

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

#8226

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

#8126





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

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MASTER TRADE SECTION**

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

**FOR THE PERIOD OF**

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

## ARTICLE 15

### PENSIONS

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

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

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

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

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

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

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

**ARTICLE 22**

**TERMINATION AND RENEWAL**

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

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

OFFICE AND PROFESSIONAL EMPLOYEES \_\_\_\_\_ FOR THE MASTER TRADE SECTION



APR 20 2011

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

**Employer  
Participation  
Agreement**

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

1. Employer Information.

WS 8111

Name: Amalgamated Transit Union Local 587  
Contract Person: Paul B. Neil, Financial Secretary/Treasurer  
Address: 2815 Second Avenue - Suite 230  
City, State & Zip: Seattle, WA 98121  
Telephone: (206) 448-8588

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

FEB 28 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): ATU Local 587.

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

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

4 employees covered by the collective bargaining agreement; and

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.**

FEB 28 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:

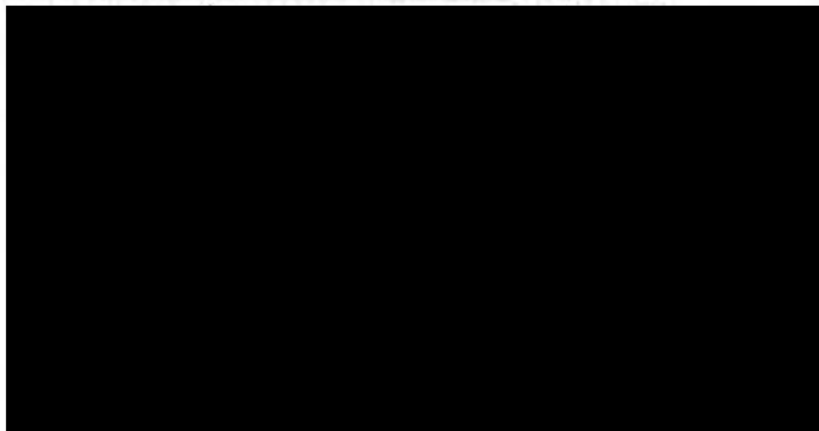
Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:



FEB 28 2011

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 31<sup>st</sup> 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 62<sup>nd</sup> Avenue S, Suite 105  
Kent, WA 98032

#8109

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

#8101

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

#8255

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

#775

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

#8235

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

#8162

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

#8138

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

#8127

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

#8241

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

#8108

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

#8154

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

#8118

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

#8164

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

#8226

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

#8126

# **COLLECTIVE BARGAINING AGREEMENT**

by and between

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

and

**DENVER METRO AREA LOCAL OF THE AMERICAN  
POSTAL WORKERS UNION, AFL/CIO**



May 1, 2014

to and including

April 30, 2017

- 21.1** Employees will receive an hourly wage equivalent to a United States Postal Service employee represented by the American Postal Workers Union working within the Postal Service pay system at a specific level and step in accordance with Postal Service (PS) schedule. This hourly wage will increase (but not decrease) in accordance with contractual increases obtained by the American Postal Workers Union for employees of the United States Postal Service within the designated level and step. Employees are paid based upon classification and years of service.

## **ARTICLE 22 – PENSION**

- 22.1** The Employer agrees to contribute to the Western States Office and Professional Employees Pension Fund a contribution of three dollars (\$3.00) per straight time hour, on behalf of each employee.
- 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. 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 unless the employee returns to work.
- 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** Effective with the January, 2010 hours worked the Employer agrees to adopt the Western States Office and Professional Employees Pension Plan Supplemental Employer Contribution Schedule. Based on this decision, the Employer agrees that the current surcharge will be eliminated and the contribution rate will be increased to 26% over the current contribution rate and will then change yearly according to the Supplemental Employer Contribution Schedule as provided by the Trustees of the Western States Office and Professional Employees Pension Plan.

## ARTICLE 30 – TERM OF AGREEMENT

**30.1** This Agreement shall be in full force and effect from the first day of May 2014 to and including the thirtieth (30<sup>th</sup>) 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:

- (1) 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.
- (2) 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.
- (3) 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.

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

**AMERICAN POSTAL WORKERS  
UNION**

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

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

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

/opei  
afl-cio

/opei#30  
afl-cio

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

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name: DENVER Metro American Postal Workers Union 229  
Contract Person: BOBBY J. ROLLS  
Address: 15677 CASH 17th Avenue  
City, State & Zip: AURORA, CO. 80011  
Telephone: (303) 365-1524 ex 14

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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



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

a. Employer is a (insert form of business): 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): DMAL-APMU 229

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

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:



**AGREEMENT**

**between the**

**ARCHDIOCESE OF PORTLAND IN OREGON**

**for Certain Employees of the Pastoral Center**

**and the**

**OFFICE & PROFESSIONAL EMPLOYEES**

**INTERNATIONAL UNION LOCAL 11**

**for the period**

**JULY 1, 2015**

**through**

**JUNE 30, 2018**

3700 LOCAL 11

AUG 6 5 2015

RECEIVED

The Archdiocese may take appropriate steps to request the court excuse Employees from jury duty based on the need for their services.

## **ARTICLE 7: BENEFITS**

### **A. Health & Welfare Benefits**

The Employer has a Flexible Benefits Program, and reserves the right to modify or amend the plan materials at its discretion. Details may be found in the Flexible Benefits Program's Decision Making Guide. No modification or amendment shall become effective until the Union has been provided with 10 days' written notice and, within such notice period, an opportunity to negotiate.

The recently passed Health Reform Act, still in development, may require adjustments to the Program during the 2015-2018 contract period. The Employer agrees to notify Employees if plan changes become necessary.

### **B. Retirement Contributions**

The Employer agrees to contribute \$0.90 per compensable hour to the Western States Pension Fund for each full and part-time Employee in addition to \$0.68 per compensable hour to the Western States 401(k) Retirement Fund of the OPEIU. Such contributions will continue until the parties agree to changes.

During the life of this Agreement, all participants may elect to self-contribute to the Western States 401(k) Retirement Fund of the OPEIU according to the IRS guidelines.

### **C. Western States Pension Fund**

It is mutually agreed by all parties that the Employer agrees to continue a contribution of ninety cents (\$0.90) 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 ninety cents (\$0.90) per compensable hour shall be in full force and effect.

### **D. Flu Shots**

The Employer agrees to reimburse Employees to a maximum of \$15.00 for flu shots. Receipts for the expense must be provided.

#### **ARTICLE 14: AGREEMENT TERMINATION & RENEWAL**

This Agreement shall become effective immediately after midnight of July 1, 2015 and shall continue in full force through midnight of June 30, 2018.

Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party and received by the other party at least 60 days prior to the date it desires to terminate or modify such Agreement. In the event, the Union serves written notice in accordance with this Section, any strike or stoppage of work after 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, the provisions therein shall be retroactive to the anniversary date.

If any term of provision of this Agreement is, at any time during the life of this Agreement, 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. The parties agree that any invalid provisions of the Agreement shall be modified to comply with the existing regulations or laws.

**FOR: THE ARCHDIOCESE OF PORTLAND IN OREGON**



WS 8248

## MEMORANDUM OF AGREEMENT

It is hereby agreed and understood by the undersigned parties that the current collective bargaining agreement, by and between Office and Professional Employees International Union Local 5 and the Denver Metro Area Local of the American Postal Workers Union, dated May 1, 2009 through April 30, 2011, shall be amended as follows:

### ARTICLE 22 – PENSION

- 22.5 Effective with the January, 2010 hours paid, the Employer agrees to adopt the Pension Rehabilitation Plan and to contribute on behalf of each employee the contribution amount listed in the Updated Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the Contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in Article 22.1.

This Memorandum is effective with the agreement of both parties by affixing their signatures below:

OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION LOCAL #5

DENVER METRO AREA LOCAL  
OF THE AMERICAN POSTAL  
WORKERS UNION

/opeiu#5  
aff-cio

ENTERED  
5/25/10

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

WS4020

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name: Archdiocese of Portland in Oregon  
Contract Person: Barbara J. Baltz  
Address: 2838 E Burnside St.  
City, State & Zip: Portland OR 97214  
Telephone: 503-233-8317

FEB 23 2011

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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



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

a. Employer is a (insert form of business): 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): The Archdiocese of Portland in Oregon

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

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

20 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 ACCEPTED BY THE BOARD OF TRUSTEES**

CO-CHAIR SIGNATURE:

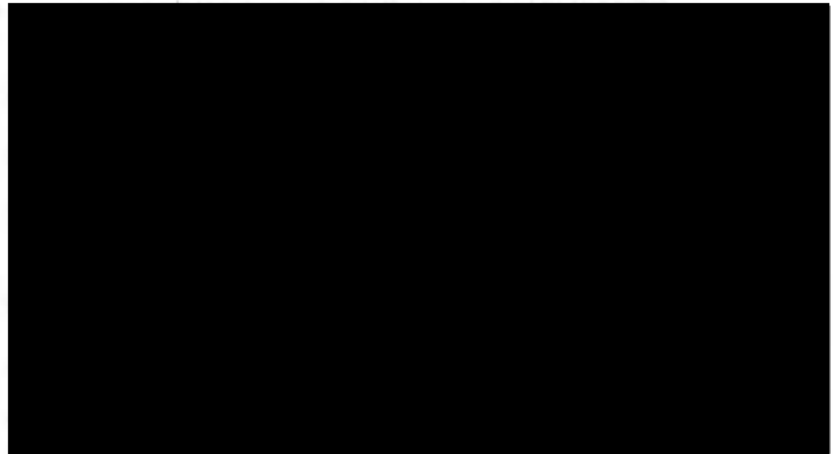
Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:



FEB 23 2011



A&amp;I RECEIVED

MAR 31 2011

A&amp;I RECEIVED

MAR 31 2011

MEMORANDUM OF UNDERSTANDING  
between  
ARCHDIOCESE OF PORTLAND IN OREGON  
and the  
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

This Memorandum of Understanding is entered into between the Archdiocese of Portland Oregon and the Office & Professional Employees International Union, Local 11 and specifically shall be in accordance with Article 7 Benefits/B. Retirement Contributions within the Collective Bargaining Agreement.

It is mutually agreed by all parties that the Employer agrees to continue a contribution of ninety cents (\$0.90) 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 ninety cents (\$0.90) per compensable hour shall be in full force and effect.

This Memorandum of Understanding shall be pursuant to the terms and conditions of Article 10 Issue Resolution & Arbitration Procedures to the Collective Bargaining Agreement should there be any dispute regarding the interpretation and/or application.

Agreed to on this 25<sup>th</sup> of March 2011.

WS 4020

RECEIVED

APR 22 2011

MEMORANDUM OF UNDERSTANDING  
between  
ARCHDIOCESE OF PORTLAND IN OREGON  
and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

This Memorandum of Understanding is entered into between the Archdiocese of Portland Oregon and the Office & Professional Employees International Union, Local 11 and specifically shall be in accordance with Article 7 Benefits/B. Retirement Contributions within the Collective Bargaining Agreement.

It is mutually agreed by all parties that the Employer agrees to continue a contribution of ninety cents (\$0.90) 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 ninety cents (\$0.90) per compensable hour shall be in full force and effect.

This Memorandum of Understanding shall be effective **July 1, 2010** and pursuant to the terms and conditions of Article 10 Issue Resolution & Arbitration Procedures to the Collective Bargaining Agreement should there be any dispute regarding the interpretation and/or application.

Agreed to on this 19<sup>th</sup> day of March 2011.

hg  
opeiul/af-cio  
Arch MOU for WSP

# **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

<b><u>Effective</u></b>	<b>5/1/14</b>	<b>5/1/15</b>	<b>5/1/16</b>
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 (30<sup>th</sup>) 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**

5-  
0667

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name: ALLIED WORKERS LOCAL #28  
Contract Person: DOROTHY MORRIS  
Address: 6210 CARR ST.  
City, State & Zip: ARVADA, CO 80004  
Telephone: 303-742-9010

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. **FEB 28 2011**  
Note: Attach a copy of collective bargaining agreement.  
☐ Nonbargaining unit employees described in Attachment B (see note).  
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

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



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

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

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

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

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

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

\_\_\_\_\_ employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

FEB 28 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

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 10<sup>th</sup> day of the following month. The contributions are to be stated on forms provided by the Retirement Fund.

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

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

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

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

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

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

## **ARTICLE 15. HEALTH AND SANITATION**

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

## **ARTICLE 16. EDUCATION**

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

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

## **ARTICLE 17. NON-DISCRIMINATION**

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

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



#### ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31<sup>st</sup> day of March 2016:

UNITED LABOR UNION

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 2012  
**ENTERED**

**Employer  
Participation  
Agreement**

WS2000

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

1. Employer Information.

Name: Heat-Frost Insulators Local 36  
Contract Person: \_\_\_\_\_  
Address: 11145 NE Sandy Blvd.  
City, State & Zip: Portland, OR 97220  
Telephone: 503 255-2692

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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



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

a. Employer is a (insert form of business): Local # 36.

*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): Heat + Frost Insulation Local 36

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

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

yes 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 08 2012

- 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**

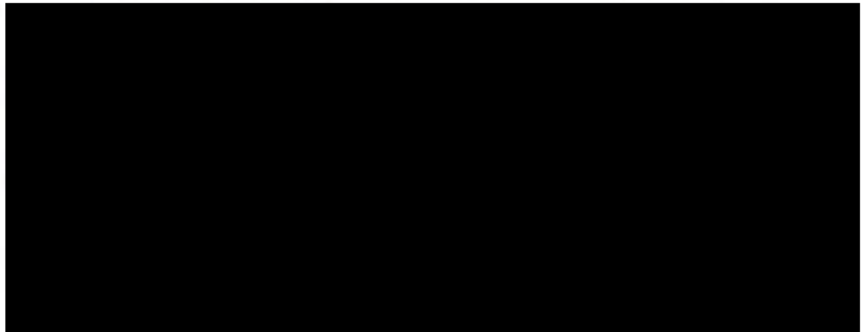
**APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER**

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:



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

CO-CHAIR SIGNATURE:

Print Name:

Judith Zenk, Co-Chair

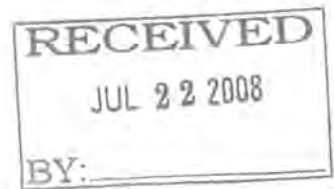
Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Michael Parmelee, Co-Chair

Date Signed:



LABOR AGREEMENT

BETWEEN

ASSOCIATION OF WESTERN PULP AND PAPER WORKERS

AND

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

FOR THE PERIOD:

JUNE 1, 2008

THROUGH

MAY 31, 2011

## **RETIREMENT PLANS - continued**

Section 2. During the life of this agreement, all participants may elect to self-contribute to the 401k, such contributions may be adjusted on June 1 only of any year.

Section 3. Be it further jointly advised that for long term pension benefits, that 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 401k 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 tenth (10th) day of the following month. The contributions are to be stated on forms provided by the 401k.

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

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. The Employer agrees to make a contribution amount per hour to the Western States Office and Professional Employees Pension Fund for all employees as indicated in Schedule A. The Western States Office and Professional Employees Pension Fund by it reference here, shall be considered a part of this agreement and the parties shall abide by the terms and conditions as contained therein.

## **ARTICLE 14. HEALTH AND SANITATION**

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



## **ARTICLE 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 June 1, 2008 through May 31, 2011, 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.

Agreed to this 1<sup>st</sup> day of June, 2008:

**ASSOCIATION OF WESTERN  
PULP AND PAPER WORKERS**

**OFFICE & PROFESSIONAL  
EMPLOYEES INTERNATIONAL**

RDW/hg  
opeiu #11  
afl-cio  
2008-2011 awppw.doc

**AGREEMENT BETWEEN  
ASSOCIATION OF WESTERN PULP AND PAPER WORKERS  
AND  
OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL #11  
SCHEDULE "A"**

For contract year 2008 employees will receive a lump sum signing bonus of \$500.00.

**ADMINISTRATIVE OFFICE STAFF**

			6/1/08	6/1/09	6/1/10
Starting Rate			19.374		
After 6 months			19.567		
After 12 months			19.765		
After 18 months			19.960		
After 24 months			20.154		
After 30 months			20.350		
After 36 months			20.906		
			401K		
			1.81	1.86	1.91
			Western States Pension		
			1.82	1.92	2.02

The wage increase for June 1, 2009 and June 1, 2010 shall be equal to the percentage increase received by the officers of AWPPW and shall be added to the schedule.

**Longer Term Temporary Employees**

The Employer and Union agree that at such time as a need arises for temporary employees beyond the time limits specified in Article 4, to meet and discuss the terms and conditions for these employees. Wages will be set using a percentage of those found in Schedule A, but in no case shall the starting wage be less than 70% of the start rate. These employees shall also be required to keep and maintain a work permit from the Union.

opeiu11  
afl-cio  
contract/awppw.08

1 & 1 RECEIVED  
SEP 08 2011

ENTERED 9/10/11

11-WS8000

MEMORANDUM OF UNDERSTANDING  
between  
ASSOCIATION OF WESTERN PULP AND PAPER WORKERS  
and the  
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

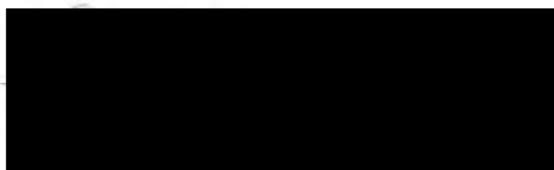
This Memorandum of Understanding is entered into between the Association of Western Pulp and Paper Workers and the Office & Professional Employees International Union, Local 11 and specifically shall be in accordance with Article 13, Section 10, within the Collective Bargaining Agreement which expired June 30, 2011 and was extended by mutual agreement to May 31, 2012. This extension also included the continuation of the wage formula and wage increases provided by that formula, if any, and increases in the Employer contribution to the 401k as evidenced by the attached modified Schedule A.

It is further mutually agreed by all parties that the Employer agrees to continue the contribution of the amount specified in Schedule A to the Western States Pension of the OPEIU which became effective 6/1/10, 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 that amount specified in Schedule A which became effective 6/1/10 shall continue as the minimum pension contribution amount per compensable hour shall be in full force and effect.

Any dispute regarding the interpretation and/or application of this Memorandum of Understanding shall be pursuant to the terms and conditions of Article 19 Grievance Machinery and Arbitration in the Collective Bargaining Agreement.

Agreed to on this 1st day of June, 2011



Michael L. Richards

Executive Secretary-Treasurer

Rehab effective 6/1/11

Rick D. Wilson

Union Representative

R15W700/opetu | (a) (a) 2008-2011 | asppw.doc

**AGREEMENT BETWEEN  
ASSOCIATION OF WESTERN PULP AND PAPER WORKERS  
AND  
OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 11  
SCHEDULE "A"**

For contract year 2008 employees will receive a lump sum signing bonus of \$500.00

**ADMINISTRATIVE OFFICE STAFF**

	6/1/08	6/1/09	6/1/10	6/1/11
Starting Rate	19.374	19.83	20.15	20.43
After 6 months	19.567	20.03	20.35	20.64
After 12 months	19.765	20.23	20.55	20.85
After 18 months	19.960	20.43	20.76	21.05
After 24 months	20.154	20.63	20.96	21.26
After 30 months	20.350	20.83	21.16	21.46
After 36 months	20.906	21.40	21.74	22.05
	401K			
	1.81	1.86	1.91	1.96
	Western States Pension			
	1.82	1.92	2.02	2.02

The wage increase for June 1, 2009, June 1, 2010 and June 1, 2011 and each year thereafter shall be equal to the percentage increase received by the officers of AWPPW and shall be added to the schedule.

**Longer Term Temporary Employees**

The Employer and Union agree that at such time as a need arises for temporary employees beyond the time limits specified in Article 4, to meet and discuss the terms and conditions for these employees. Wages will be set using a percentage of those found in Schedule A, but in no case shall the starting wage be less than 70% of the start rate. These employees shall also be required to keep and maintain a work permit from the Union.

opeinf1  
all-cio  
contract/awppw.08





WS 8000  
Office & Professional Employees International Union, Local 11, AFL-CIO  
3815 Columbia Street Vancouver, WA 98660 Phone: 503-257-6691  
800-547-8902 General Email: opeiu11@qwestoffice.net

April 27, 2012


Mr. James L. Hassey, Secretary-Treasurer  
AWPPW  
1430 SW Clay  
Portland, OR 97208-4566

Dear Mr. Hassey,

In accordance with Article 22, of the Collective Bargaining Agreement between the Office & Professional Employees International Union, Local 11 and the Association of Western Pulp and Paper Workers, the membership agrees to extend the terms and conditions of the Agreement which expires on June 30, 2012 for a period of one (1) year. The new expiration date will be May 31, 2013. To ensure consistency with the previous extension, this extension will also include the continuation of the wage formula and wage increases provided by that formula, if any, and increases in the Employer contribution to the 401k.

You may accept this letter as official documentation of the extension. Should you, however, wish to have a countersigned document, please let me know and I will draft one. Also, if you have any questions regarding these matters, please contact me at 360-719-1796.

In Unity,

  
Rick D. Wilson  
Union Representative

RDW/shw  
opeiu11  
afl-cio  
ext 11-800-547-8902 2012-12

WS 8000



Office & Professional Employees International Union, Local 11 - AFI - CIO  
3815 Columbia Street - Portland, Oregon 97208  
Vancouver, B.C. V6C 1A5 - 1-800-451-7661  
General Fund - 503-257-6691 - 1-800-451-7661

March 22, 2013

Mr. James Hassey, Secretary-Treasurer  
AWPPW  
1430 SW Clay  
Portland OR 97208-4566

**A & I RECEIVED**

**JUL 02 2015**

Dear Mr. Hassey,

In accordance with Article 22, of the Collective Bargaining Agreement between the Office & Professional Employees International Union, Local 11 and the Association of Western Pulp and Paper Workers, the membership agrees to extend the terms and conditions of the Agreement which expires on May 31, 2013 for a period of one (1) year. The new expiration date will be May 31, 2014. To ensure consistency with the previous extension, this extension will also include the continuation of the wage formula and wage increases provided by that formula, if any, and increases in the Employer contribution to the 401k.

You may accept this letter as official documentation of the extension. Should you, however, wish to have a countersigned document, please let me know and I will draft one. Also, if you have any questions regarding these matters, please contact me at 503-257-6691.

Respectfully,

Rick D. Wilson  
Union Representative

ROW/amt  
opelu11/afi-cio  
Certified: 7012 2210 0002 2359 4586



WS 8000



Office & Professional Employees International Union, Local 11, AFL-CIO  
3815 Columbia Street Vancouver, WA 98660 Phone: 503-257-6691  
Vancouver Line: 360-719-1766 800-547-8902  
General Email: opeiul1@opeiul1.comcastbiz.net

May 30, 2014

Mr. James Hassey, Secretary-Treasurer  
AWPPW  
1430 SW Clay  
Portland OR 97208-4566

A&I RECEIVED

JUL 02 2015

Dear Mr. Hassey,

In accordance with Article 22, of the Collective Bargaining Agreement between the Office & Professional Employees International Union, Local 11 and the Association of Western Pulp and Paper Workers, the membership agrees to extend the terms and conditions of the Agreement which expires on May 31, 2014 for a period of one (1) year. The new expiration date will be May 31, 2015. To ensure consistency with the previous extension, this extension will also include the continuation of the wage formula and wage increases provided by that formula, if any, and increases in the Employer contribution to the 401k.

You may accept this letter as official documentation of the extension. Should you, however, wish to have a countersigned document, please let me know and I will draft one. Also, if you have any questions regarding these matters, please contact me at 503-257-6691.

Respectfully,

Union Representative

RDW/dmt  
opeiul1/afl-cio

WS 8000



Office & Professional Employees International Union, Local 11, AFL-CIO  
3815 Columbia Street Vancouver, WA 98660  
Vancouver Line: 360-719-1766  
General Email: opeiul1@opeiul1.comcastbiz.net  
Phone: 503-257-6691  
800-547-8902

A & I RECEIVED

JUL 02 2015

April 10, 2015

Mr. James Hassey, Secretary-Treasurer  
AWPPW  
1430 SW Clay  
Portland OR 97208-4566

Dear Mr. Hassey,

In accordance with Article 22, of the Collective Bargaining Agreement between the Office & Professional Employees International Union, Local 11 and the Association of Western Pulp and Paper Workers, the membership agrees to extend the terms and conditions of the Agreement which expires on May 31, 2015 for a period of one (1) year. The new expiration date will be May 31, 2016. To ensure consistency with the previous extension, this extension will also include the continuation of the wage formula and wage increases provided by that formula, if any, and increases in the Employer contribution to the 401k.

You may accept this letter as official documentation of the extension. Should you, however, wish to have a countersigned document, please let me know and I will draft one. Also, if you have any questions regarding these matters, please contact me at 503-257-6691.

Respectfully,



RDW/dmr  
opeiul1/afl-cio

WS ~~8217~~  
8000

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**ASSOCIATION OF WESTERN PULP AND PAPER WORKERS**  
**and the**  
**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11**


This Memorandum of Understanding is entered into between the Association of Western Pulp and Paper Workers and the Office & Professional Employees International Union, Local 11 and specifically shall be in accordance with Article 13, Section 10, within the Collective Bargaining Agreement which expired June 30, 2011 and was extended by mutual agreement to May 31, 2012. This extension also included the continuation of the wage formula and wage increases provided by that formula, if any, and increases in the Employer contribution to the 401k as evidenced by the attached modified Schedule A.

It is further mutually agreed by all parties that the Employer agrees to continue the contribution of the amount specified in Schedule A to the Western States Pension of the OPEIU which became effective 6/1/10, 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 that amount specified in Schedule A which became effective 6/1/10 shall continue as the minimum pension contribution amount per compensable hour shall be in full force and effect.


Any dispute regarding the interpretation and/or application of this Memorandum of Understanding shall be pursuant to the terms and conditions of Article 19 Grievance Machinery and Arbitration in the Collective Bargaining Agreement.

Agreed to on this 1st day of June, 2011.

  
Secretary-Treasurer

  
Michael L. Richards

Executive Secretary-Treasurer

  
Rick D. Wilson

Union Representative

R/DW/lj/p/pola 11/fall cto/2008-2011 awppw.doc

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

**Employer  
Participation  
Agreement**

11-8000

FEB 7 2011  
2011

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

1. Employer Information.

Name: Association of Western Pulp & Paper Workers  
Contract Person: James Harsey  
Address: PO Box 4566  
City, State & Zip: Portland, OR 97208 - 4566  
Telephone: (503) 228 - 7486

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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



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

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

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

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

3 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

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

**APPROVAL OF PARTICIPATION AGREEMENT**

**APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER**

EMPLOYER SIGNATURE:

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**  
**PACIFIC NORTHWEST ADMINISTRATIVE DISTRICT COUNCIL OF I.U.B.A.C.**  
**AND THE**  
**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11,**  
**AFL-CIO**

**FOR THE PERIOD**  
**JULY 1, 2014**  
**THROUGH**  
**JUNE 30, 2017**

GPEIU LOCAL 11  
JUL 2 2014  
RECEIVED

## **ARTICLE 15 - NO STRIKE - NO LOCKOUT**

Section 1. It is mutually agreed that there shall be no strikes, lockouts, or other slowdowns or cessation of work by either party on account of any labor differences pending full utilization of the grievance machinery set up; provided, that employees covered by this Agreement shall not be expected to pass through a duly authorized picket line which has been placed by another AFL-CIO Labor Union, nor can any employee be terminated for refusing to cross a duly authorized picket line.

## **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 - SUCCESSOR CLAUSE**

In the event the Employer shall, by merger, consolidation, sale of assets, lease, franchise or by any other means, enter into an agreement with another firm or individual which, in whole or in part, affects the existing appropriate collective bargaining unit, 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**

Section 1. The Employer will guarantee that employees will not have to pay additional cost for current benefit coverage of the Medical, Dental and Life Insurance for the duration of this Agreement.

Section 2. The Employer agrees to provide for all employees, covered by this Agreement, the Masonry Industry Trust Administration (MITA) Health and Welfare package which will be for Medical, Dental and Vision for the life of this Agreement.

## **ARTICLE 19 - RETIREMENT PLAN**

Effective July 1, 2014 and for the duration of this Agreement, the Employer agrees to contribute to the Western States 401(k) Retirement Fund of the OPEIU a minimum contribution of fifty cents (\$0.50) per compensable hour, excluding overtime.

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 any amount, such contributions not to change from June to June of any year.

Be it further jointly advised that for long term pension benefits, that 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 Western States 401(k) Retirement Fund of the OPEIU shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of Union and Employer representatives. The Agreement and Declaration of Trust, together with any amendments thereto, shall be considered a part of this Agreement as if set forth herein at length.

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 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, cost 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 Western States 401(k) Retirement Fund of the OPEIU.

Effective July 1, 2014 and for the duration of this Agreement, the Employer agrees to continue a contribution of two dollars and forty cents (\$2.40) and in addition the surcharge amount listed in the Supplemental Contribution Schedule, per compensable hour, excluding overtime, to the Western States Office & Professional Employees Pension Fund.

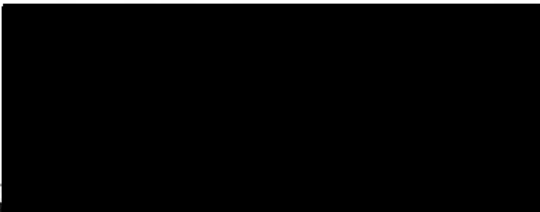
Be it further agreed that should there be any changes to the Supplemental Contribution Schedule; the Employer shall adopt the newest schedule presented by the Trustees of the Western States Office & Professional Employees Pension fund. Should the Western States Office & Professional Employees Pension 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 forty cents (\$2.40) per compensable hour, excluding overtime, shall be in full force and effect.

## ARTICLE 20. DURATION OF AGREEMENT

This Agreement, entered into this first day of July, 2014 through June 30, 2017 and shall be effective on all work covered hereby as of July 1, 2014, 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 June 30, 2017, 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.

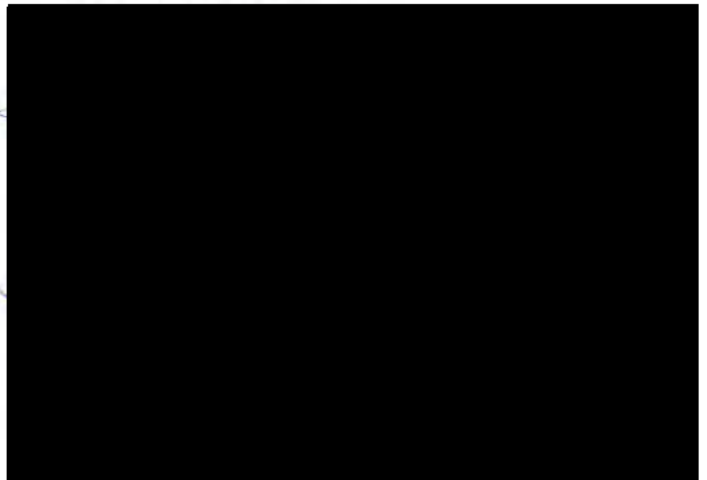
As agreed this 31<sup>st</sup> day of June, 2014.

PNWADC



David Sheppard  
Director

OFFICE & PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION, LOCAL 11



MC/dmt  
opeu11/afl-cio

Western States Office and  
Professional Employees  
Pension Fund

WS 3000  
Bricklayers  
SAT

Employer  
Participation  
Agreement

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

A&I RECEIVED  
AUG 19 2011

1. Employer Information.

Name: BAC LOCAL #3 WA / ID / MT  
Contract Person: TIM THOMPSON  
Address: 3923 EAST MAIN  
City, State & Zip: SPOKANE, WASHINGTON 99202  
Telephone: 509 327-2774

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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



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

a. Employer is a (*insert form of business*): 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): BAL Local #3 WA/10/10/10.

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

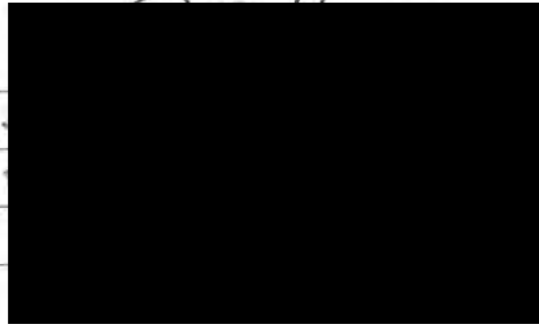
#### APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

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

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

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

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



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

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

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

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

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

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

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



A & I RECEIVED  
AUG 19 2011

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

OPEIU LOCAL 11

APR 13 2016

RECEIVED

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

#### **ARTICLE 14. RETIREMENT PLANS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 15. HEALTH AND SANITATION**

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

## **ARTICLE 16. EDUCATION**

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

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

## **ARTICLE 17. NON-DISCRIMINATION**

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

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

#### ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31<sup>st</sup> day of March 2016:

UNITED LABOR UNION

OFFICE & PROFESSIONAL

[REDACTED]



## 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**

WS2060  
11-2060

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name: Bakers Union Local 114  
Contract Person: Terry Lansing  
Address: 7931 NE Halsey St., Suite 205  
City, State & Zip: Portland, OR 97213  
Telephone: 503-256-1177

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.

FEB 11 2011

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

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

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

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

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

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: \_\_\_\_\_

FEB 11 2011



WS 4070

Entered  
9/10/11

STU WL

**AGREEMENT**

between

**BAKERS UNION, LOCAL 125**

and

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

**November 1, 2010 – October 31, 2013**





## ARTICLE 11. CLASSIFICATIONS AND MINIMUM WAGE SCALES - continued

- (i) 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 & Professional Employees Pension Fund, for the account of each eligible employee working under this Agreement, effective 11/01/10 the hourly rate of Two Dollars and twenty cents (\$2.20).

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

Effective 11/10/11 contract opens for Pension.

- (b) For all employees hired after November 1, 1999:

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

Effective 11/1/99 or upon a new employees hire date	\$1.95
Then on the one (1) year anniversary of any new hire*	\$2.00

\* To increase ONLY if the Employer has hired a regular full or part-time employee after 11/1/99

- (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.
- (c) Upon an employee's written request, the Employer shall deduct and forward voluntary employee contributions from an employee's payroll to a qualified OPEIU 401(k) Plan.
- (d) Members of the Union may elect to further increase the pension contribution by diverting from the wage increase in any year of this Agreement.

### **ARTICLE 32. 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 and benefits of the employees covered by this Agreement.

### **ARTICLE 33. 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 34. DURATION OF AGREEMENT, PROVISIONS FOR AMENDMENT**

This Agreement, together with all provisions herein set forth, shall continue in full force and effect retroactively from November 1, 2010 through October 31, 2013, and shall continue in full force and effect thereafter from year to year unless either party has served the other party with 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.

**BAKERS UNION, LOCAL 125**

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

By

Da

TK  
CWS

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

**FEB 14 2011**

**Employer  
Participation  
Agreement**

WS  
4070

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

1. Employer Information.

Name: Bakery, Confectionery, Tobacco Workers and Grain  
Millers International Union Local 125  
Contract Person: Donna Scarano  
Address: 14144 Doolittle Drive  
City, State & Zip: San Leandro, CA 94577  
Telephone: 510-357-3201

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

*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**

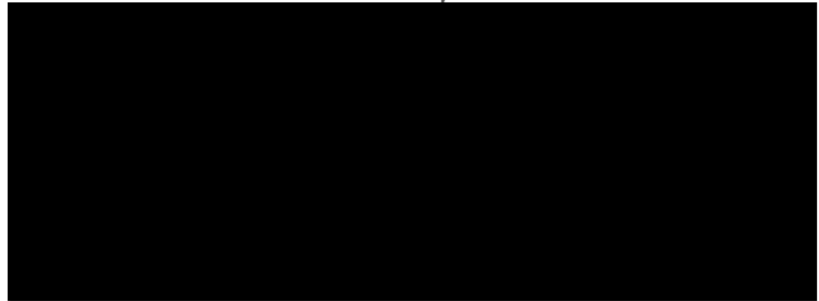
**APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER**

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:



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

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

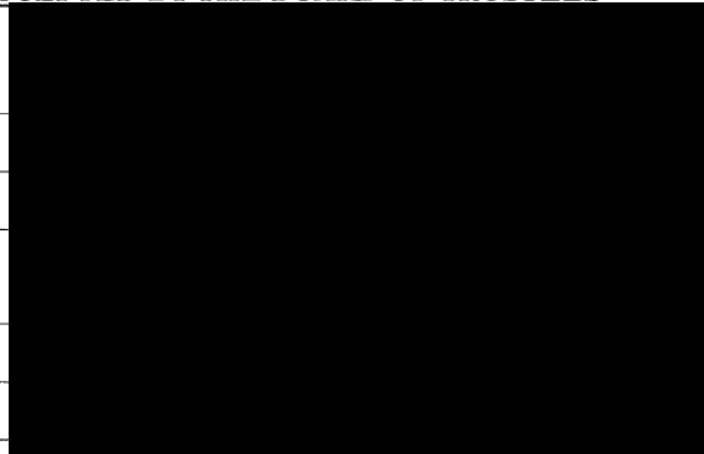
Print Name: \_\_\_\_\_

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

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

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

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







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

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MASTER TRADE SECTION**

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

**FOR THE PERIOD OF**

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

## ARTICLE 15

### PENSIONS

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

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

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

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

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

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

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

**ARTICLE 22**

**TERMINATION AND RENEWAL**

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

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

OFFICE AND PROFESSIONAL EMPLOYEES \_\_\_\_\_ FOR THE MASTER TRADE SECTION



WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

ADMISSIONS - NEW EMPLOYERS

NAME Bakery & Confectionery Workers #9 LOCAL UNION NO. \_\_\_\_\_  
ADDRESS 134 Labor Temple EMPLOYER NO. \_\_\_\_\_  
2800 First Avenue  
Seattle, Wa. 98121

Total Employees 2  
Contribution Rate 25¢ Per hour Effective 4/75

Numerator \$ \_\_\_\_\_ Action of Admissions Committee:  
Denominator \$ \_\_\_\_\_ Approved / /  
Net \_\_\_\_\_ Disapproved / /  
K Factor \_\_\_\_\_

Notes & Instructions \_\_\_\_\_

---

Acknowledgement of Inquiry	<u>/ /</u>	Employer Roster	[ ]
K Factor Requested	<u>/ /</u>	Ledger	[ ]
K Factor Received	<u>/ /</u>	File Folder	[ ]
Union Notified of Action	<u>/ /</u>		
Employer Notified of Acceptance	<u>/ /</u>		
Subscriber Agreement Received	<u>/ /</u>		
Contract Received	<u>/ /</u>		

# Office & Professional Employees Local No. 8



P.O. BOX 9267 ■ SEATTLE, WASHINGTON 98109 ■ 682-9220

January 5, 1976

RECEIVED JAN 7 1975

Mr. Harold Gallagher  
c/o Charles R. Weidner Co., Inc.  
77 Jack London Square  
Oakland, California 94607

Dear Bud:

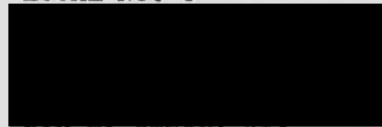
Enclosed you will find a copy of the existing Labor Agreement between Local 8 and the Bakery and Confectionery Workers Local Union 9. In addition, you find the actuarial data for Local 8 members employed in this office.

This information was omitted by mistake in the original submittal for acceptance last year.

Please make every effort to see that this group is able to participate. The Employer is a member of the Trade Section Employers Association.

Sincerely,

OFFICE AND PROFESSIONAL EMPLOYEES  
LOCAL NO. 8



Business Representative

DEO:sh  
Enclosures

CERTIFIED MAIL #719940

opeiu#23afl-cio

RECEIVED JAN 7 1975



OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

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

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

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

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

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

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

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

OFFICE AND PROFESSIONAL EMPLOYEES

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 62<sup>nd</sup> Avenue S, Suite 105  
Kent, WA 98032

#8109

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

#8101

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

#8255

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

#775

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

#8235

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

#8162

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

#8138

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

#8127

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

#8241

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

#8108

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

#8154

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

#8118

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

#8164

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

#8226

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

#8126

WS 0664

# **AGREEMENT**

*Between*

**BERKELEY FARMS  
(DEAN FOODS, INC.)**

*And*

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

**JANUARY 1, 2016**

*Through And Including*

**DECEMBER 31, 2018**





## SECTION 12. PENSION PLAN

Effective 1/1/2013, the Employer shall pay to the Trustees of the Western States Office & Professional Employees Pension Fund the amount of two dollars and twelve cents (\$2.12) per hour for each straight hour worked by each eligible employee covered by and included within the bargaining unit set forth in this Agreement. Effective January 1, 2013, hours paid, the Employer agrees to contribute on behalf of each employee the surcharge amount listed in the Supplemental Contribution Schedule provided by the Trustees of Western States Office and Professional Employees Pension Fund.

**Eligible Employee:** Completion of eighty (80) hours within the month shall qualify an employee for coverage during the following month provided the employee is on the payroll of the Employer on the first day of such month.

Payments are to be transmitted to the Trustees of the Western States Office & Professional Employees Pension Fund by the Employer in the manner and as directed by the Trustees of the Fund.

For the purpose of this Agreement, all paid time shall be counted as time worked, but no payment shall be made on overtime hours.

It is mutually understood that all of the Employer contributions, as provided herein, shall be deductible from gross income under Section 404 of the Internal Revenue Code.

## SECTION 13. HEALTH AND WELFARE

A. The Employer agrees to become and to remain a party to the Office & Professional Employees Welfare Fund.

B. The Employer agrees to contribute for each eligible employee an amount as determined by the Trustees of the Fund, to pay for the entire cost of the Local 29 "Dual Choice Plan" (an Insured Plan or Kaiser Health Plan) for each employee and their dependents subject to the maximum contributions itemized below.

C. The Employer agrees to pay the premium on each employee and dependents for Kaiser 328 plan or Blue Shield Health Care plan, Dental Plan without orthodontia, Prescription Drug, Vision Care, \$20,000 Life Insurance and Accidental Death and Disability for the employee.

Effective January 1, 2016, the Employee's monthly contribution will remain at five hundred dollars and five cents (\$504.05) per month.

Effective January 1, 2017, the Company will pay seventy five percent (75%) of any Health and Welfare premium increase. The Employee will contribute twenty five percent (25%) of any Health and Welfare premium increase.

Effective January 1, 2018, the Company will pay seventy five percent (75%) of any Health and Welfare premium increase. The Employee will contribute twenty five percent (25%) of any Health and Welfare premium increase.

SECTION 31. TERM OF AGREEMENT  
*continued*

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this \_\_\_\_ day of \_\_\_\_\_ 2016.

BERKELEY FARMS, INC./  
DEAN FOODS, INC.

OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 29

By:

Date

TR/lm(BFarms2016)  
cwa:9415/afl-cio

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

WS 0664

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name: Berkeley Farms, LLC  
Contract Person: Gennifer Tate  
Address: 25500 Clawiter Road  
City, State & Zip: Hayward, CA 94545  
Telephone: 510-2105-8665

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

a. Employer is a (insert form of business): Limited Liability Corp.

*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): Berkeley Farms, LLC

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

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

16 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

A&I RECEIVED  
AUG 26 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

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

A&I REC  
AUG 2 5



WS 0169  
WS 0913  
WS 0173  
WS 1166

WS 0153  
WS 4340  
WS 1144  
WS 0155

WS 1067  
WS 0726

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

**TRADE UNION OFFICE AGREEMENT  
ALAMEDA COUNTY**

**And**

**RECEIVED**  
**APR 06 2016**

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

**JULY 1, 2014 – JUNE 30, 2016**



Bricklayers APPR OAKLAND =  
Bricklayers JATC

July 1, 2014 – June 30, 2016

## TRADE UNION OFFICE AGREEMENT - ALAMEDA COUNTY

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

### WITNESSETH

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

#### ARTICLE 1. RECOGNITION

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

#### ARTICLE 2. UNION SECURITY

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

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

**ARTICLE 11. CLASSIFICATIONS AND MINIMUM WAGE SCALES** - continued

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

**ARTICLE 12. PENSION PLAN**

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

Effective 11/1/2009  
\$6.25

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

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

## **ARTICLE 12. PENSION PLAN - continued**

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

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

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

## **ARTICLE 13. TERMINATION PAY**

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

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

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

## **ARTICLE 32. UNION ELECTIONS**

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

## **ARTICLE 33. SUCCESSORS AND ASSIGNS**

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

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

## **ARTICLE 34. INDUSTRIAL WELFARE COMMISSION ORDER**

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

## **ARTICLE 35. DURATION OF AGREEMENT, PROVISIONS FOR AMENDMENT**

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

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

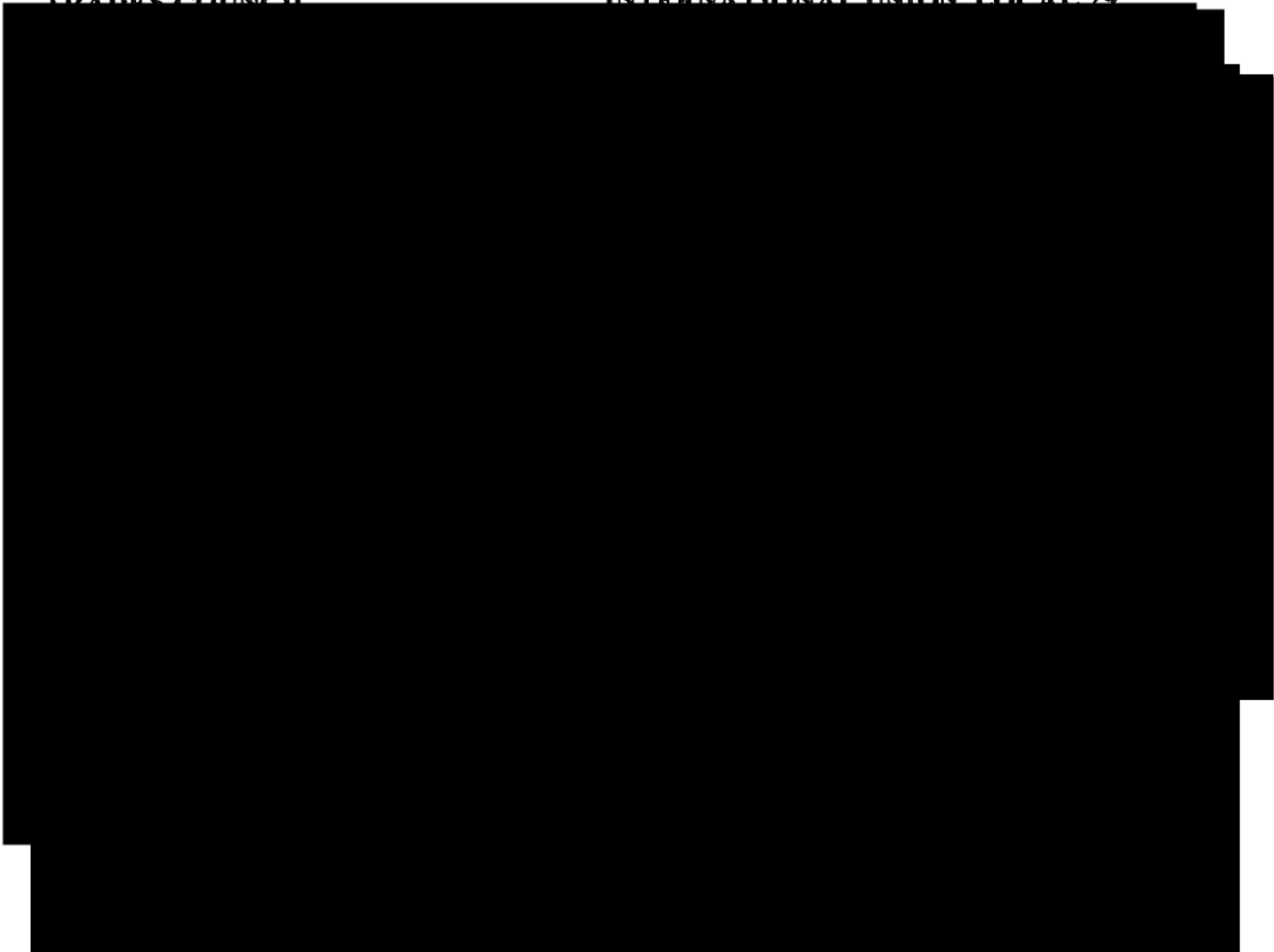


**FOR THE EMPLOYER:**

**ALAMEDA BUILDING & CONST.  
TRADES COUNCIL**

**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.

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