

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

THIRD SUSPENSION APPLICATION

Exhibit 15
(Part 10 of 11)

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**

WS 8108

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: Seattle Area Pipe Trades
Contract Person: Nancy Fenoy
Address: 545 Monst. Rd SW Seattle
City, State & Zip: Benton, WA 98007
Telephone: (425) 271-5900

MAR 6 2019

MAR 6 2019

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): Seattle Area Plumbing & Pipefitting Industry Journeymen & Apprentice Training Committee

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 #8

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 ACC

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

APPROVED AND A

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

MAR 02 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 31st day of May 2011.

OFFICE AND PROFESSIONAL EMPLOYEES

FOR THE TRADE SECTION EMPLOYERS



Trade Section Employers Participating in Western States Pension Fund

2016

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

#8133

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

#8111

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

#8222

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

#8152

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

#8155

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

#8240

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

#8181

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

#8253

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

#8109

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

#8101

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

#8255

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

#775

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

#8235

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

#8162

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

#8138

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

#8127

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

#8241

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

#8108

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

#8154

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

#8118

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

#8164

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

#8226

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

#8126



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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MASTER TRADE SECTION

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

FOR THE PERIOD OF

APRIL 1, 2016 THROUGH MARCH 31, 2019

ARTICLE 15

PENSIONS

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

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

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

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

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

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

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

ARTICLE 22

TERMINATION AND RENEWAL

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

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

OFFICE AND PROFESSIONAL EMPLOYEES _____ FOR THE MASTER TRADE SECTION



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

FEB 14 2011

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: Seattle Bldg Trades Council
Contract Person: Lee Newgent
Address: P.O. Box 80327
City, State & Zip: Seattle WA 98108
Telephone: 206 441 0550

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): Seattle Bldg + Const. Trades Council

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

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

1 employees covered by the collective bargaining agreement; and

 employees who are not covered by the collective bargaining agreement.

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED A

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

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

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

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

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

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

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

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

OFFICE AND PROFESSIONAL EMPLOYEES

FOR THE TRADE SECTION EMPLOYERS

Trade Section Employers Participating in Western States Pension Fund

2016

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

#8133

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

#8111

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

#8222

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

#8152

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

#8155

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

#8240

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

#8181

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

#8253

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

#8109

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

#8101

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

#8255

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

#775

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

#8235

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

#8162

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

#8138

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

#8127

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

#8241

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

#8108

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

#8154

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

#8118

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

#8164

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

#8226

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

#8126



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

WS8273

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SEATTLE LABOR TEMPLE ASSOCIATION

**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 20th day of July 2016.

OFFICE AND PROFESSIONAL EMPLOYEES SEATTLE LABOR TEMPLE ASSOCIATION

IN

B

p:\contract\proofed\SLTA 2016-2019.doc
psiel#1239/afl-cio

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

FEB 28 2011

8-8273

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: SEATTLE LABOR TEMPLE ASSOCIATION
Contract Person: JOHN MASTELJOHN
Address: 2800 FIRST AVE. ROOM 140
City, State & Zip: SEATTLE, WA 98121
Telephone: 206-441-7582

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. EDUCATION

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

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

ARTICLE 17. NON-DISCRIMINATION

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

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

ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31st day of March 2016:

UNITED LABOR UNION

OFFICE & PROFESSIONAL

A

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. NON-DISCRIMINATION

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

MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the


OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

This Memorandum of Understanding shall remain in effect until the expiration of the Collective Bargaining Agreement.



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

11-2900

**Employer
Participation
Agreement**

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

FEB 25 2011

1. Employer Information.

Name: Sheet Metal Workers Local 16
Contract Person: Ken Phillips
Address: 2379 NE 178th
City, State & Zip: Portland, Or.
Telephone: 503-254-0123

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

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

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

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

_____ 2 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

FEB 25 2017

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

~~105~~ ~~106~~ A & I RECEIVED

AUG 25 2015

COLLECTIVE BARGAINING AGREEMENT

between

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

WS 0634

and

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

WS 0635

and

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



September 1, 2013 through August 31, 2016

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

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

ARTICLE XXIII - PENSIONS

- Section 1. Employer agrees to contribute to the Western States Office and Professional Employees Pension Trust Fund a contribution on behalf of each employee in the amount of THREE DOLLARS (\$3.00) per hour. The Employer contribution, as provided herein, shall be made on eligible employees, on the effective date, except for employees serving their ninety (90) day probationary period. The contribution for probationary employees shall start on the first of the month following their ninety (90) day probationary period.
- Section 2. This shall apply to all employees not presently covered by another pension plan which is completely Employer paid.
- Section 3. Regular part-time employees who work over seventy (70) hours per month shall be covered by the provisions of this Article.
- Section 4. The Employer and the employees agree to be bound by the terms and provisions of the Trust Agreement and amendments thereto of the Western States Office and Professional Employees Pension Trust Fund. The Employer adopts the updated Rehabilitation Plan dated January 1, 2010 for the term of the Agreement.
- Section 5. The Employer shall contribute on behalf of each employee the rates set forth in Exhibit A, per hour, to the Sheet Metal Workers' Local Union No. 359 401(k) Plan in the manner presently established (Sheet Metal Workers' National Supplemental Savings Plan) and in the manner as may be changed from time to time by the Sheet Metal Workers' Trustees of the 401(k) Plan. Contributions shall be paid at the time designated by the Trustees of the Plan. The Employer shall match the employee's "voluntary contribution" to a maximum of One Dollar and Fifteen Cents (\$1.15) per hour.

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

ARTICLE XXIV - UNION SHOP CARD

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

ARTICLE XXV - SEVERABILITY

In the event that any provision of this Agreement shall be found contrary to any State or Federal Statute or Decision, then such provision shall be deemed null and void and its exclusion shall in no manner affect the balance of this Agreement.

ARTICLE XXVI - MANAGEMENT RIGHTS CLAUSE

Section 1.

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

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

ARTICLE XXVII - DURATION

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

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

APPROVED BY EMPLOYER (PROBATIONING OFFICE AND PROFESSIONAL EMPLOYERS



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

**Employer
Participation
Agreement**

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

1. Employer Information.

FEB 25 2011

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

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

AGREEMENT

WS 0933

Between

OCT 15 2015

SOUTH BAY CENTRAL LABOR COUNCIL

And

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

September 1, 2015 – August 31, 2018



ARTICLE 11. CLASSIFICATIONS AND MINIMUM WAGE SCALES-continued

CLASSIFICATION	9/1/2015 2%	9/1/2016 2%	9/1/2017 2%
OFFICE COORDINATOR/ADMINISTRATOR	\$26.31	\$26.84	\$27.38
One who represents the Employer in managing and maintaining the office functions and who may make recommendations to the Employer pertaining to discipline, employment and termination of office employees. Wage rate shall be at least ten percent (10%) above the highest other classification provided for in this Agreement.			

New employees who have had previous experience in a Trade Union office shall be credited with such experience and shall be placed in the wage schedule in accordance with such credit. New employees who have had previous comparable experience in offices other than Trade Union offices shall be credited with such experience up to a maximum of twenty-one (21) months.

The Union may, with reasonable notice, change the allocation between the Wages and Pension Funds, upon written notification to the Union from the bargaining unit members.

Any employee who works alone in a "One Person Office" in which no Union official keeps regular office hours in the office shall be paid at the Office Coordinator/Administrator rate.

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

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

It is agreed between the parties that all work performed on a temporary or emergency basis in a higher classification shall be paid at the higher rate after a minimum of four (4) hours a day, including but not limited to vacation and/or sick leave relief.

All regular part-time employees shall receive all of the benefits of the Agreement on a pro rata basis.

ARTICLE 12. PENSION PLAN

The Employer agrees to contribute an additional eleven cents (\$.11) into Pension Trust Fund, known as Western States Office & Professional Employees Pension Fund, for the account of each eligible employee working under this Agreement, the sum of Three Dollars and twenty four cents (\$3.24) per hour, effective September 1, 2012. To be eligible for participation in the Plan, an employee, for the purposes of this Article, shall mean: "Any employee on the payroll on the first (1st) day of the calendar month, and who works more than seventy (70) hours each succeeding and consecutive calendar month thereafter," the sum of Three Dollars and twenty four cents (\$3.24) per hour shall be paid by the Employer effective September 1, 2012.

ARTICLE 30. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on any and all successors and assigns of the Employer, whether by sales, transfer, merger, acquisition, consolidation or otherwise. The Employer shall make it a condition of transfer that the successor shall be bound by the terms of this Agreement.

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. It is understood that the parties hereto shall not use any sale, transfer, lease, assignment, receivership or bankruptcy to evade the terms of this Agreement.

ARTICLE 31. SAVINGS CLAUSE

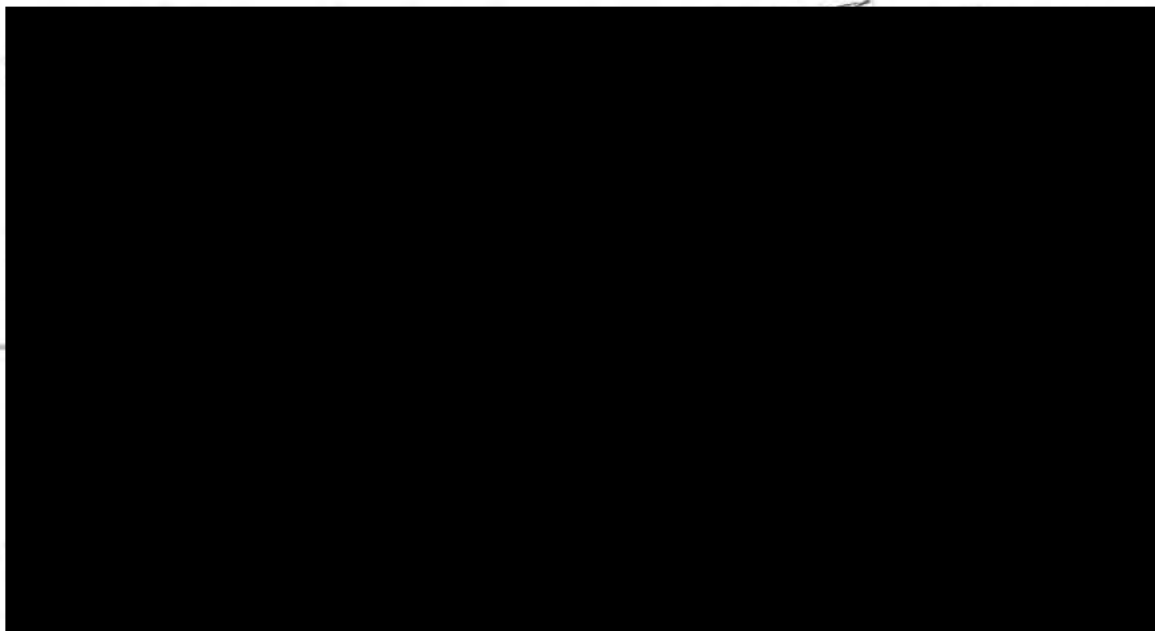
Nothing in this Agreement that is contrary to Employer's Local or International Constitution & By Laws shall be binding on the Employer.

ARTICLE 32. DURATION OF AGREEMENT

This Agreement, together with all provisions herein set forth, shall continue in full force and effect from September 1, 2015 until August 31, 2018, 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. If notice of desire to change or modify the Agreement is given, negotiations shall be reopened in order to revise any section of the Agreement that may arise during negotiations. If no agreement on the changes or modifications is reached prior to the expiration date of this Agreement, the Agreement will automatically expire and terminate as of August 31, 2018, unless the parties mutually agree to extend the term of the Agreement pending further negotiations. Any changes agreed upon shall be incorporated into this Agreement effective as of the beginning of the year's term for which the revisions were proposed.

SOUTH BAY CENTRAL LABOR
COUNCIL

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29



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

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

WS 0933

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

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

Parties: OPEIU Local 29, the "Union; and
South Bay Harbor Council, the "Employer"

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

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

Effective Date:

9/1/12

Check applicable line:

☒

Rehabilitation Plan Schedule

☐

Default Rehabilitation Plan Schedule

2. The Employer agrees to contribute to the Plan at the rates required under the CBA and the applicable Rehabilitation Plan Schedule.

3. The Parties agree to...

Date: 1/23/13Date: 1/23/13PGS/jta (Rehab A.adopt 2012)
cwa 2015/01-clc

FEB 21 2013

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

**Employer
Participation
Agreement**

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

A & I RECEIVED

AUG 17 2011

1. Employer Information.

Name: South Bay AFL-CIO Labor Council
Contract Person: Janice Ferris
Address: 2102 Almaden Rd, Suite 107
City, State & Zip: San Jose, CA 95125
Telephone: (408) 266-3790

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a (insert form of business): non-profit 501(c)5

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): South Bay AFL-CIO Labor Council.

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

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

1 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____



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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MASTER TRADE SECTION

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

FOR THE PERIOD OF

APRIL 1, 2016 THROUGH MARCH 31, 2019

ARTICLE 15

PENSIONS

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

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

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

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

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

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

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

ARTICLE 22

TERMINATION AND RENEWAL

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

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

OFFICE AND PROFESSIONAL EMPLOYEES _____ FOR THE MASTER TRADE SECTION



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

8-8118
MAR 09 2011

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: Sprinkler Filters Local 699
Contract Person: Denise Thom
Address: 2800 1st Ave. Rm. 111
City, State & Zip: Seattle, WA 98121
Telephone: (206) 441-0737

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): Sprinkler Fitter Local 699.

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

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

2 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer as to the Plan as of the date of approval.

AP

APPROVED

EMPLOYER SIGNATURE

Print Name

Tit

Date Signed

APPROVED

CO-CHAIR SIGNATURE

Print Name

Date Signed

CO-CHAIR SIGNATURE

Print Name

Date Signed

OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

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

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

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

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

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

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

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

OFFICE AND PROFESSIONAL EMPLOYEES

FOR THE TRADE SECTION EMPLOYERS

Trade Section Employers Participating in Western States Pension Fund

2016

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

#8133

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

#8111

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

#8222

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

#8152

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

#8155

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

#8240

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

#8181

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

#8253

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

#8109

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

#8101

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

#8255

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

#775

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

#8235

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

#8162

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

#8138

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

#8127

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

#8241

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

#8108

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

#8154

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

#8118

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

#8164

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

#8226

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

#8126

WS 1074

A & I RECEIVED

AUG 10 2015

AGREEMENT

THIS AGREEMENT is made and entered into at Tacoma, Washington, this 1st day of May, 2015, by and between **SOUTHWEST WASHINGTON ELECTRICAL J.A.T.C.**, hereinafter referred to as the Employer, and the **OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 23**, hereinafter referred to as the Union, for the purpose of fixing the wage scale, schedule of hours, and general rules and regulations between the Employer and the Union, and to clearly define mutual obligations between the parties hereto.

ARTICLE 1 - RECOGNITION OF THE UNION

Sec. 1. The Employer agrees to recognize the Union as the sole collective bargaining agency for all employees covered by this Agreement.

Sec. 2. This Agreement shall not apply to any elected or appointed officer of the Employer whose duties in accordance with their Constitution and By-Laws require work of a clerical nature.

ARTICLE 2 - GENERAL

Sec. 1. The Employer agrees that employees shall, as a condition of continued employment, become and remain members of the Union on and after thirty (30) days following the date of employment or date of Agreement whichever is later. The Employer agrees to retain in employment only persons who maintain membership in continuous good standing with the Union.

Sec. 2. It shall not be considered a violation of this Agreement for the employee to refuse to pass a bona fide picket line established by any AFL-CIO union, provided such picket line has been approved by the appropriate Central Labor Council.

Sec. 3. It shall not be considered a violation of this Agreement for the employees to refuse to perform work detoured to their office from a firm which has been placed on the "Unfair List" of any Central labor Council affiliated with the AFL-CIO.

Sec. 4. The Business Representative of the Union shall have the privilege of conferring with the employee during working hours (for a reasonable period of time) for the purpose of investigating the working conditions existing in the office and for the purpose of ascertaining whether the provisions of the agreement are in full compliance.

ARTICLE 3 - HIRING

Sec. 1. In employing new workers or replacing workers the Employer will place an order with the Union stating what the work will consist of so the Union will be able to refer, for interview, the most competent help available. The Employer shall have the right to reject any applicant for employment.

Sec. 2. The Union agrees that if unable to furnish competent help within 48 hours of receipt of the order, the Employer may hire a person of his own choosing, and the Union so notified in

AGREEMENT – SOUTHWEST WASHINGTON ELECTRICAL J.A.T.C.

ARTICLE 11 - MEDIATION

Sec. 1. If a dispute arises as to the interpretation or application of any provision of this Agreement the duly accredited representatives of each party shall meet immediately to attempt to resolve the dispute. Should these representatives fail to agree within fifteen (15) days, the dispute shall be referred to a committee made up of one (1) person selected by the Employer and one (1) person selected by the Union. Should the two committee members be unable to agree on a third member they shall request the Federal Mediation and Conciliation Service to furnish a list of qualified arbitrators from which the third member shall be chosen. Any ruling of the Arbitration Board thus formed will be final and binding upon both parties. Expenses incurred by said Arbitration Board will be paid by both parties.

ARTICLE 12 - PART-TIME AND TEMPORARY EMPLOYEES

Sec. 1. In the event that part-time or temporary employees are needed to complement the regular work force, the Employer and the Union agree to meet to negotiate the wages and benefits of such employee.

ARTICLE 13 - COMPENSATION

Sec. 1. Employer agrees to pay its employees not less than, and the Union agrees that its members, employees of the Employer, will accept, the wage scales and fringe benefits for the various classifications set forth in Appendix A; however, that nothing contained here in this agreement shall prevent the Employer from paying more than indicated in the wage Appendix.

Sec. 2. Effective May 1, 2008, the Employer agrees to pay for each employee who works eighty (80) hours or more in the preceding month Eighty Six Dollars and Fifty (\$86.50) per month to provide Early Retirees Subsidized Health & Welfare Benefits as enjoyed by the Construction Member Division of IBEW Local 76. It is understood that this benefit is contingent upon the Trustees of the Health & Welfare Trust of S.W. Washington approving participation in the Early Retirees Subsidized Health & Welfare Plan. Any increase to the cost of providing this benefit during the term of this agreement shall be paid by the employee.

Sec. 3. Effective May 1, 2011, the employer shall pay the full cost of the medical premium. The employee shall be responsible for any premium increases to the early retiree subsidized health and welfare benefits.

Sec. 4. Effective May 1, ²⁰¹⁵~~2001~~, after one year of employment, the Employer shall pay into the Western States Office and Professional Employees Pension Fund two dollars twenty nine cents (2.29) for each bargaining unit employee to provide retirement benefits pursuant to provisions of the Western States Office and Professional Employees Pension Fund. Payments shall be made by the 15th of the following month.

Sec. 5. Effective May 1, 2011 the employees agree to pay into the I.B.E.W. #76 Retirement Fund fifty cents (\$.50) per compensable hour.

AGREEMENT – SOUTHWEST WASHINGTON ELECTRICAL J.A.T.C.

Except as otherwise provided herein, this Agreement shall take effect May 1, 2015, and shall remain in effect through April 30, 2018, and shall continue in effect from May 1 through April 30 of each year thereafter unless changed or terminated in the following manner.

Either party to this Agreement desirous to change or terminate this Agreement shall notify the other party in writing at least sixty (60) days prior to its anniversary date (April 30) stating the exact nature of change and/or modifications desired.

If this Agreement has not been renewed, modified or extended by the date on which it would have otherwise terminated, the terms and conditions herein shall continue in full force and effect until either party serves the other ten (10) days written notice terminating such understanding and this Agreement.

Amendments to this Agreement can be made at any time by written mutual consent by the parties hereto.

Signed this 1st day of May, 2015.

FOR THE EMPLOYER:

**Southwest Washington
Electrical J.A.T.C.**



Dennis Callies
Business Manager

FOR THE UNION:

**Office & Professional Employees
International Union, Local 23**



Allan Jacobson
Business Representative

AGREEMENT – SOUTHWEST WASHINGTON ELECTRICAL J.A.T.C.

APPENDIX A

Employees (other than temporary) may at their option and with consent of the Union diversify any part of their total wage package into the following:

IBEW 76 – RETIREMENT FUND

OPEIU PENSION - As required and/or allowed by Trust.

PAYROLL DEDUCTION - As mutually agreeable.

DUES CHECKOFF - As agreed between Employee/Union.

The above is allowable with the understanding that the employee's total hourly wage package remains unchanged.

Temporary Employee - One who is hired to work on an intermittent basis or as an interim replacement on a work schedule, which does not extend beyond 90 days. The temporary shall receive the minimum of a regular employee's base wage. The temporary shall not be required to join the Union but shall work on a work permit.

Part-Time Employees - Part-time employees shall work a regular schedule and shall receive all benefits which are granted full-time employees but on a pro-rated basis. Health and welfare benefits will be provided per Article XIII, Sec. 2.

WAGE RATES 5/01/15

Starting Rate	\$ 16.56
1 Year	\$ 18.10
2 Year	\$ 20.24

Effective May 1, 2016 2% across the board

Effective May 1, 2017 2% across the board

* Effective May 1, 2015 Kathy Damrau will be paid an hourly rate of \$25.47

All additional increases to the base wage will be based on performance, as evaluated by the Employer. Nothing shall preclude the Employer from paying above the contractual rate of pay.

Temporary employee will be paid at Starting Rate of pay.

AGREEMENT – SOUTHWEST WASHINGTON ELECTRICAL J.A.T.C.

AGREEMENT TO ADOPT THE REHABILITATION PLAN

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

Parties: Office and Professional Employees International Union. Local 23, the "Union";
and
South West Washington Electrical JATC

Effective Date: April 1, 2015

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

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

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

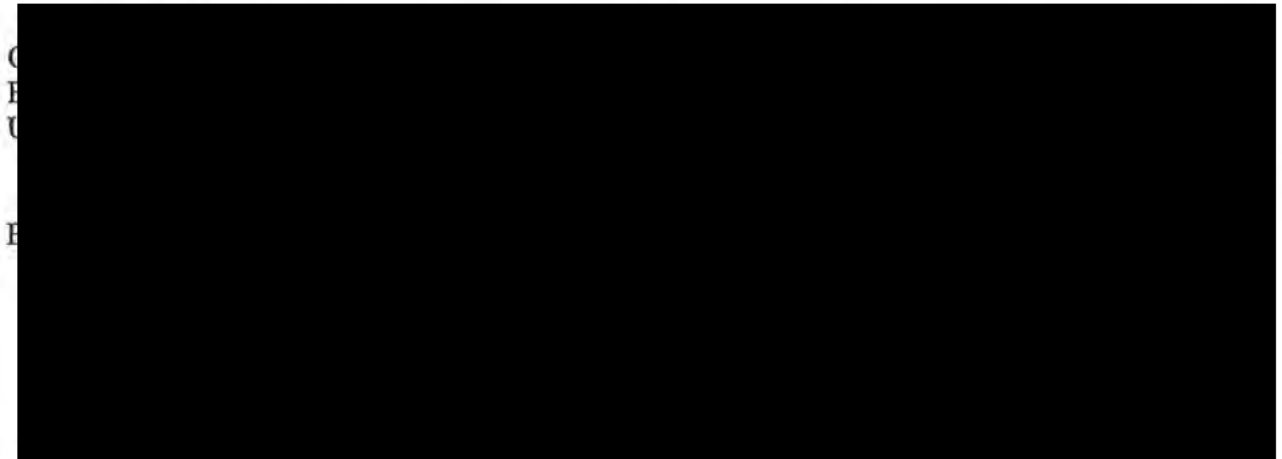
opeiu:23
afl-cio

MEMORANDIUM OF UNDERSTANDING

Article 16 – TERM OF AGREEMENT

This Letter of Agreement is by and between OPEIU Union Local #8 on behalf of its members and IBEW Local 76 and it should be considered as incorporated by reference as part of the Collective Bargaining Agreement effective dates May 1, 2012 through June 30, 2015. The Agreement is as follows:

The Union and the Employer agree to extend the current labor agreement through October 2015. Wages and benefits will be retroactive to the original agreement expiration date of June 30, 2015.



p:\contract\LOU\la\IBEW76 contract ext 2015.doc
psiel#1239/afl-cio

LETTER OF UNDERSTANDING

Article XXII - Termination and Renewal

1074
WS

This Letter of Understanding is by and between Office and Professional Employees International Union, Local 23, on behalf of its members and the International Brotherhood of Electrical Workers, Local 76 JATC and should be considered as incorporated by reference as part of the Collective Bargaining Agreement. Effective dates are May 1, 2011 through April 30, 2014.
The agreement is as follows:

Article 13 - Compensation Section 4 - Pension

The parties agree to adopt the updated rehabilitation plan.

Contribution shall be as follows:

Nine percent (9%) OPEIU rate into the Western States Office and Professional Employees Pension Fund will remain at the May 14, 2009 rate and remain at such until the term of the Collective Bargaining Agreement.

Effective May 1, 2011, the Employer shall contribute into the Western States Office and Professional Employees Pension fund, nine percent (9%) of each bargaining unit employees hourly base wage as set forth in Addendum A, plus thirty-six percent (36%) Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

Effective May 1, 2012, the Employer shall contribute into the Western States Office and Professional Employees Pension Fund, nine percent (9%) of each bargaining unit employees hourly base wage as set forth in Addendum A, plus fifty-one percent (51%) of that amount per hour for the required fifty-one percent (51%) Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

Effective May 1, 2013, the Employer shall contribute into the Western States Office and Professional Employees Pension Fund, nine percent (9%) of each bargaining unit employees hourly base wage as set forth in Addendum A, plus sixty-six percent (66%) of that amount per hour for the required sixty-six percent (66%) Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

Effective April 1, 2012, The Union and the Employer, either party, may request in writing to re-open Section 4 only of the Collective Bargaining Agreement.

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

IBEW LOCAL 76 JATC

OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 23

By: [Signature]

By: [Signature]

Date: 4/6/12

Date: 3/29/2012

opeiu:23 / afl-cio

A&I RECEIVED
MAY 8 2012

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

WS 1074

**Employer
Participation
Agreement**

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

FEB 22 2011

1. Employer Information.

Name: Southwest WA Electrical JATC
Contract Person: Anthony Lewis, Training Director
Address: 3001 S 36th St + A
City, State & Zip: Tacoma, WA 98409
Telephone: 253 475-2922

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

FEB 22 2011

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

APPROVED AND A

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

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

OPEIU LOCAL 11

APR 13 2016

RECEIVED

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. EDUCATION

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

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

ARTICLE 17. NON-DISCRIMINATION

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

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

ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31st day of March 2016:

UNITED LABOR UNION

OFFICE & PROFESSIONAL

A

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. NON-DISCRIMINATION

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

MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the


OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

This Memorandum of Understanding shall remain in effect until the expiration of the Collective Bargaining Agreement.



11-
2940

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

**Employer
Participation
Agreement**

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

RECEIVED
SEP 01 2011

1. Employer Information.

Name: WA Local 290
Contract Person: John Endicott
Address: 20210 SW Teton Ave
City, State & Zip: Tualatin OR 97062
Telephone: (503) 691-5700

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a (insert form of business): Labor 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): UA Local 390

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

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

6 employees covered by the collective bargaining agreement; and

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

~~JmE~~ 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:

~~JmE~~ 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.~~

~~JmE~~ 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.~~

SEP 01 2011
A&I RECEIVED

- 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

EMPLOYER SIGNATURE: _____
Print Name: _____
Title: _____
Date Signed: _____

APPROVED AND ACCEPTED

CO-CHAIR SIGNATURE: _____
Print Name: _____
Date Signed: _____

CO-CHAIR SIGNATURE: _____
Print Name: _____
Date Signed: _____

SEP 01 2011
A&I RECEIVED

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

OPEIU LOCAL 11

APR 13 2016

RECEIVED

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. EDUCATION

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

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

ARTICLE 17. NON-DISCRIMINATION

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

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

ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31st day of March 2016:

UNITED LABOR UNION

OFFICE & PROFESSIONAL

A

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. NON-DISCRIMINATION

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

MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the


OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

This Memorandum of Understanding shall remain in effect until the expiration of the Collective Bargaining Agreement.



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

11-
2950

**Employer
Participation
Agreement**

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

FEB 10 2011

1. Employer Information.

Name: UA Local #290 Training
Contract Person: Lou Christian
Address: 20220 SW Teton Avenue
City, State & Zip: Tualatin, Oregon 97062
Telephone: (503) 691-1997

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:
- a. Employer is a (*insert form of business*): 501(c) Non Profit Trust
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): UA Local 290 Apprenticeship & Journeymen Training Trust (Local 290 Training Center)
 - c. Employer elects to participate in the Plan as a contributing employer.
 - d. Employer now has the following employees (insert number):
4 employees covered by the collective bargaining agreement; and
0 employees who are not covered by the collective bargaining agreement.
 - e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.
 - f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.**
6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:
- a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.
 - b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**

FEB 16 11

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

WS 0067

AGREEMENT

Between

**PLUMBERS & PIPEFITTERS, LOCAL 447
PIPE TRADES TRUST FUND**

And

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

July 1, 2014 – June 30, 2017



JUL 31 2015

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

For employees hired after July 1, 2007, coverage will begin on the first day of the month following the month in which they work at least 135 hours. The same waiver of 375 hour requirement and establishment of negative hour bank will apply.

Effective July 1, 2007, any increases in hourly contribution rates will be deducted from the employee's annual wage increase over the term of the agreement. If the hourly contribution increase is greater the negotiated wage increase, the difference will be deducted from the employee's hourly wage rate.

Temporary employees are not entitled to any benefits under the agreement unless the work more than 135 hours in any calendar month.

*corrected Feb 2015***ARTICLE XVI. PENSION PLAN**

The Employer agrees to contribute into a Trust Fund known as Western States Office & Professional Employees Pension Fund, for the account of each employee working under this Agreement effective for all hours worked on or after July 1, 2014, will maintain the employer paid contributions of \$3.42 (Three Dollars and forty-two cents) per hour. Employees may elect to participate in the new elective 401(k) Plan. Eligible participants may choose to defer \$1.00, \$2.00, \$3.00, 4.00, \$5.00, per hour from raises or current hourly wage.

If any employee under this Agreement is granted a leave of absence without pay in excess of thirty (30) days, his/her name shall be deemed to have been removed from the payroll of the Employer, and the Employer shall not be obligated to make monthly payments into the Plan for the benefits of such employee for the period of such leave.

It is hereby agreed by and between the parties hereto that the Employer herein shall not be required to contribute to any other pension fund for and on behalf of employees covered by this Agreement, and that no demands or request shall be made on behalf of said employees for contributions to any other pension trust fund other than the Western States Office & Professional Employees Pension Fund. It is further agreed that if there is any obligation created by law to contribute to any other pension trust fund for and on behalf of said employees, any obligations contributing to said Office & Professional Employees Pension Fund shall be null and void.

Effective April 1, 1998 employees may participate in the employer sponsored annuity plan with contributions up to the maximums allowed by Federal and state laws. The employer will make payroll deductions to this plan at the employees' written request.

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

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

For employees hired after July 1, 2007, coverage will begin on the first day of the month following the month in which they work at least 135 hours. The same waiver of 375 hour requirement and establishment of negative hour bank will apply.

Effective July 1, 2007, any increases in hourly contribution rates will be deducted from the employee's annual wage increase over the term of the agreement. If the hourly contribution increase is greater the negotiated wage increase, the difference will be deducted from the employee's hourly wage rate.

Temporary employees are not entitled to any benefits under the agreement unless the work more than 135 hours in any calendar month.

ARTICLE XVI. PENSION PLAN

The Employer agrees to contribute into a Trust Fund known as Western States Office & Professional Employees Pension Fund, for the account of each employee working under this Agreement effective July 1, 2014, Three Dollars and fifty cents (\$3.50) per hour. If any employee under this Agreement is granted a leave of absence without pay in excess of thirty (30) days, his/her name shall be deemed to have been removed from the payroll of the Employer, and the Employer shall not be obligated to make monthly payments into the Plan for the benefits of such employee for the period of such leave.

Employees may elect to participate in the new elective 401(k) Plumbers Plan. Eligible participants may choose to defer, \$1.00, \$2.00, \$3.00, \$4.00, \$5.00 per hour from raises or current hourly wage.

It is hereby agreed by and between the parties hereto that the Employer herein shall not be required to contribute to any other pension fund for and on behalf of employees covered by this Agreement, and that no demands or request shall be made on behalf of said employees for contributions to any other pension trust fund other than the Western States Office & Professional Employees Pension Fund. It is further agreed that if there is any obligation created by law to contribute to any other pension trust fund for and on behalf of said employees, any obligations contributing to said Office & Professional Employees Pension Fund shall be null and void.

Effective April 1, 1998 employees may participate in the employer sponsored annuity plan with contributions up to the maximums allowed by Federal and state laws. The employer will make payroll deductions to this plan at the employees' written request.

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

ARTICLE XXI. DURATION OF AGREEMENT

This Agreement, together with all provisions set forth herein, shall continue in full force and effect from July 1, 2014 through June 30, 2017, and shall continue in full force and effect thereafter unless either party hereto shall desire a change, in which case s/he shall give the other party notice, in writing, of the desired changes at least sixty (60) days and not more than ninety (90) days prior to the anniversary date of this Agreement in any one (1) year. In such event, negotiations shall be reopened in order to revise the Article or Articles regarding which notice of the proposed changes has been served. When agreed upon, these changes shall be incorporated into this Agreement, effective as of the beginning of the year's term for which the revisions were proposed. Any strike or stoppage of work after the expiration or modification date of this Agreement shall not be deemed in violation of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, 2014.

PL
PIB

By:

Date:

DLV
cwa:

LETTER OF UNDERSTANDING

BETWEEN

**PLUMBERS & PIPEFITTERS LOCAL 447, PLUMBERS & PIPEFITTERS
TRUST FUND, PLUMBERS & PIPEFITTERS APPRENTICESHIP**

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 29

The parties have agreed to the following revisions to the Agreement between Plumbers & Pipefitters Local Union No. 447, Plumbers & Pipefitters Trust Funds, Plumbers & Pipefitters Apprenticeship.

ARTICLE XVI PENSION

Replace last paragraph:

Effective April 1, 1998, member votes pursuant to Article XII concerning allocation of annual increases may provide for an employer contribution to the U.A. Local 447 Defined Contribution Plan (Plan). Such contributions are subject to the following special rules:

1. To satisfy legal requirements under ERISA and the Internal Revenue Code, the Employer contribution rate must be the same dollar amount per hour for all Participants in the Plan who are represented by OPEIU Local 29. This means that employees of Local 447, employees of the Trust Funds and employees of the Apprentice Fund must establish a uniform rate for all three (3) groups.
2. The Contribution rate may not exceed the maximum hourly amount permitted under Sections 404 and 415 of the Internal Revenue Code as determined by the plan.
3. Contributions to the Plan made on behalf of employees represented by Local 29 do not include the \$.50 additional amount allocable to the accounts of residential/light commercial participants in the Plan. Therefore, the entire plan contribution earned by each employee covered by this agreement shall be Allocable to the Plan account established for that employee.

**PLUMBERS & PIPEFITTERS, LOCAL 447
PIPE TRADES TRUST FUND**

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

By: _____

Date: _____

(29)

WS0067 UA#447

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

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: Plumbers & Pipefitters Local Union 447 Pipe Trades Trust Funds
Contract Person: Chris McDaniel
Address: 5841 Newman Court
City, State & Zip: Sacramento, CA 95819
Telephone: 916-457-0821

2. Local Information.

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

3. Participation.

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

- ☒ An existing Participating Employer to update Plan records.
☐ A new Participating Employer.

Effective date of coverage: _____.

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

Effective date of coverage: _____.

4. Coverage.

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

- ☒ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

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: _____

APR 22 2013

AGREEMENT

This collective bargaining agreement ("Agreement"), entered into by Plumbers and Pipefitters Local 192, hereinafter referred to as the "Employer," and Office and Professional Employees International Union, Local 30, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 1 – RECOGNITION

- 1.1 The Employer recognizes the Union as the sole collective bargaining agent for all employees employed in office, clerical or technical capacities provided that all regularly elected officers of the Employer and full-time appointed employees are exempt from the unit if the combined work they perform is not a sufficient amount to require the services of a full time employee as further provided in this Agreement.
- 1.2 All employees now in the bargaining unit shall not be terminated unless the Employer satisfactorily proves the economic necessity or other just cause for the termination
- 1.3 The Union recognizes that each Employer has conditions which will affect only his operation; and, this clause is not intended to broaden present and existing work assignments or jurisdictional lines or to create the necessity of hiring additional employees.

ARTICLE 2 – UNION SECURITY

- 2.1 Present employees covered by this Agreement, and new employees hired after the date hereof, shall, as a condition of employment, become members of the Union between the thirtieth and thirty-fifth day following the date of this Agreement, or the date of employment, whichever is later, and shall remain members in good standing of the Union during the term of this Agreement. "Good Standing" for the purpose of this paragraph is interpreted to mean the payment or tendering of initiation fees and periodic Union dues. The Employer will notify Local 30's office of any openings and will give first consideration to any qualified Union members.

This article shall become effective at and upon passage of the repeal of the Right-to-Work Law, Section 27.248-1, Wyoming Statutes.

ARTICLE 3 – HOURS OF EMPLOYMENT

- 3.1 Eight (8) consecutive hours between the hours of 8:00 A.M. and 5:00 P.M., exclusive of lunch period, shall constitute a day's work. Forty (40) hours, Monday through Friday inclusive, shall constitute a week's work. A regular full-

not apply to extra temporary help whose employment is not intended to be permanent and does not exceed sixty (60) days.

ARTICLE 17 – WAGES

- 17.1** Effective August 1, 2013, the Local 192 clerical employee covered by this Agreement shall be paid a wage of \$21.00 per hour. Effective August 1, 2014, she shall be paid a wage of \$21.50 per hour. Effective August 1, 2015, she shall be paid a wage of \$22.00 per hour. If there is an additional employee hired that is covered by this agreement, the Employer shall notify the Union and meet to negotiate a mutually agreeable pay rate that will apply to this position.

ARTICLE 18 – PENSION

- 18.1** The Employer agrees to contribute on behalf of each employee covered by this Agreement to the Western States Office and Professional Employees Pension Plan, in the amount of two dollars and fifty cents (\$2.50) per hour for which the employee is compensated under the terms of this Agreement. The Employer further agrees to make a Supplemental Employer Contribution of \$2.00 per hour ($\$2.50 \times 80\%$) as required by the Western States Office and Professional Employees Pension Fund 2013 Revised Rehabilitation Plan. The Employer's total contribution to the Western States Office and Professional Employees Pension Fund under this agreement is \$4.50 per hour for which the employee is compensated under the terms of this Agreement. If the amount of the Supplemental Employer Contribution required under the Rehabilitation Plan decreases, this amount will be adjusted accordingly.
- 18.2** The Employer contribution, as provided herein, shall be made on eligible employees, on the effective dates, except for employees serving their thirty (30) day probationary period.
- 18.3** If an employee is rendered disabled due to having been 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 disability occurs. If an employee is on sick leave or a personal leave of absence in excess of forty-five (45) 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.
- 18.4** Regular or part-time employees who work eighty (80) or more hours per month shall be covered by the provisions of this Article. This shall not apply to extra temporary help whose employment does not exceed sixty (60) days.
- 18.5** Effective July 1, 2006 the Employer agrees to allow the employees to participate in the Office and Professional Employees International Union Local 30 Retirement Savings Plan (401k). The Employer agrees that if the employee chooses, the employer will withhold an employee contribution to the 401k plan.

The employee may contribute up to, but no more than, the amount limited by the Internal Revenue Service (IRS). All administrative fees shall be borne by the employee.

- 18.6 The Employer shall also contribute on the employee's behalf to the Pipe Trades Pension Fund of Montana. The contribution shall be made at the same hourly rate and pursuant to the same terms as are stated in the current Collective Bargaining Agreement between Plumbers and Pipefitters Local 192 and their signatory contractors.
- 18.7 The Employer's obligation for pension benefits for employees covered by this Agreement are set forth in this Agreement; the Employer shall not be obligated to contribute on behalf of the employees covered by this Agreement to any other pension fund not set forth in this Agreement.

ARTICLE 19 – MATERNITY LEAVE

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

ARTICLE 20 – SICK LEAVE

- 20.1 The Employer agrees to grant twelve (12) days of sick leave pay per year. Sick leave shall be computed at a rate of one (1) day per month, and shall be cumulative up to but not beyond thirty-six (36) days. The Employer may require that the employee obtain a doctor's certificate or other satisfactory evidence of sickness at the option of the Employer.
- 20.2 Upon leaving the service of the Employer, employees shall be reimbursed 75% of all accrued but unused sick leave, up to a maximum of fifteen (15) days, provided two (2) weeks' prior notice of resignation has been given.

ARTICLE 21 – AREA STEWARD

- 21.1 Employees covered by this collective bargaining agreement shall elect an area steward in any area where the Employer has an establishment. The area steward shall perform her duties as expeditiously as possible for all employees in her area, and the Employer agrees to give such area steward a reasonable amount of time for the performance of such duties, provided that such performance shall not interfere with the area steward's regularly assigned work.

ARTICLE 22 – BEREAVEMENT BENEFITS

- 22.1 An employee shall be excused from work, without loss of pay for a maximum of three (3) working days in the event of the death of a member of the immediate

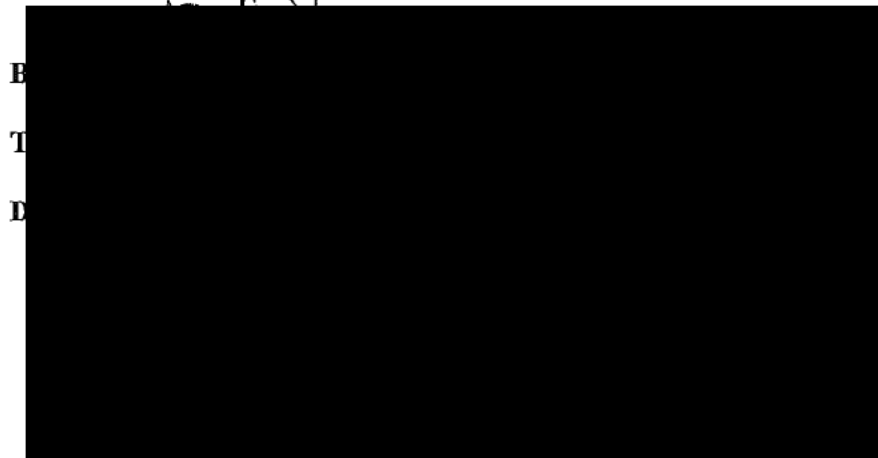
ARTICLE 27 – TERM OF AGREEMENT

27.1 This Agreement shall be in full force and effect from the first (1st) day of August, 2013, and shall remain in full force and effect through the thirty-first (31st) day of July, 2016, and shall continue in full force an effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

- A) Either party desiring to change or amend the Agreement shall notify the other party in writing sixty (60) days prior to the expiration day, specifying the changes desired. Changes in the Agreement shall be limited to those outlined in writing, and all items of the Agreement not specifically set forth in the written notice shall be regarded as automatically renewed.
- B) Negotiations shall begin within fifteen (15) days after receipt of such notice, unless such time is extended by mutual agreement
- C) Either party may serve written notice on the other party not less than sixty (60) days nor more than seventy-five (75) days prior to August 1, 2014 and August 1, 2015 to amend the wage rates provided for in this Agreement. Upon receipt of such notice, the other party will immediately meet and negotiate in good faith concerning the modification proposed.

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL 30

UNITED ASSOCIATION OF
PLUMBERS AND PIPEFITTERS
LOCAL 192



233264_2

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by Plumbers and Pipefitters Local 192, hereinafter referred to as the "Employer," and Office and Professional Employees International Union, Local 30, AFL-CIO, hereinafter referred to as the "Union." It is hereby understood and agreed to that the collective bargaining agreement in effect from August 1, 2013 to July 31, 2016 is hereby modified for Kathy Stephens only and not for any other employee as follows:

- 6.2 In the event an employee is terminated before the employee has completed one (1) year of service, the employee shall receive one (1) day's vacation pay at the rate of one (1) day's pay for each two (2) months of service over four (4) months. Upon leaving the service of the Employer anytime after one (1) year of service, an employee shall receive a maximum of thirty (30) accrued, but unused vacation days' pay as bonus pay, provided two (2) weeks' notice of resignation is given the Employer. Notwithstanding the foregoing, an employee's entitlement to pay upon termination of employment for any vacation hours accrued by an employee during her employment with the Employer prior to the effective date of this Agreement shall not be limited by this paragraph.

THE REST OF ARTICLE 6 REMAINS THE SAME.

- 18.5 Effective July 1, 2006 the Employer agrees to allow the employees to participate in the Office and Professional Employees International Union Local 30 Retirement Savings Plan (401k). The Employer agrees that if the employee chooses, the employer will withhold an employee contribution to the 401k plan. The employee may contribute up to, but no more than, the amount limited by the Internal Revenue Service (IRS). All administrative fees shall be borne by the employee. The Employer agrees to make a one-time employer contribution to the 401(k) Plan on Ms. Stephens' behalf in the amount of \$15,000. The employer contribution will be paid into the Plan as a lump-sum payment within 30 days after this Agreement is signed by the parties except to the extent that the payment would bring total contributions to that Plan on Ms. Stephens' behalf (including employee contributions if any) in excess of IRS limits. In that event, any excess amount will be paid in the following year(s).

THE REST OF ARTICLE 18 REMAINS THE SAME.

- 20.2 Upon leaving the service of the Employer, employees shall be reimbursed 75% of all accrued but unused sick leave, up to a maximum of fifteen (15) days, provided two (2) weeks' prior notice of resignation has been given. Notwithstanding the foregoing, an employee's entitlement to pay upon termination of employment for any sick leave hours accrued by an employee during her employment with the Employer prior to the effective date of this Agreement shall not be limited by this paragraph.

THE REST OF ARTICLE 20 REMAINS THE SAME.

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL**

**UNITED ASSOCIATION OF
PLUMBERS AND PIPEFITTERS**



235811_2

AGREEMENT BETWEEN
INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, LOCAL 276

AND

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
LOCAL 277
AFL-CIO

EFFECTIVE JANUARY 15, 2013

[1] The posting information will include the information required to qualify for the position as well as the deadline to apply.

b. Qualified non-OPEIU applicants.

RIGHTS OF MANAGEMENT

ARTICLE 45. The management of the office and the direction of the work force, including the right to hire, promote, classify, demote, suspend, or discharge for proper cause, to transfer or relieve Employees from duty because of lack of work, is vested exclusively in the Employer, subject to all provisions included in this Agreement. Provided, however, that this shall not in any manner abridge the rights of the Union or the Employees as provided in this Agreement.

DURATION OF AGREEMENT

ARTICLE 46. This Agreement shall be governed by the following:

- A. This Agreement shall become effective the 15th day of January, 2013, and shall remain in force until 11:59 PM January 14, 2017.
- B. This Agreement shall be renewed automatically at 12:00 AM midnight, January 15, 2017, subject to the following:
 1. Employees covered under this Agreement give written notice to the Union prior to November 15, 2016, that the Employees desire to terminate or amend this Agreement;
or
 2. The Employer covered under this Agreement gives written notice to the designated Union representative prior to November 15, 2016, that the Employer desires to terminate or amend this Agreement.
- C. The Union agrees to delay negotiations with the designated Union representative until the General Motors Corporation-UAW Local 276 Agreement is reached.

- G. It is agreed that the Employees covered by this contract will be paid bereavement pay for any additional family members that are added to the "immediate family" definition as set out in the UAW/GM National Contract.

COST-OF-LIVING

ARTICLE 48. It is recognized between the Union and the Employer that the Cost-of-Living Allowance paid to eligible OPEIU Local 277 members under prior contracts between OPEIU Local 277 and UAW Local 276 which were equal to and paid at the same time as the Cost-of-Living Allowance paid to GM Employees has ceased and is no longer being paid.

- A. The Union and the Employer agreed that, at such time that a Cost-of-Living Allowance is re-instituted under a UAW/GM National Agreement, eligible Employees covered by this Agreement will be paid the same rate for a Cost-of-Living Allowance.
- B. It is further agreed that the Cost-of-Living Allowance for eligible Employees covered by this Agreement will increase on the same dates as set out in the UAW/GM National Agreement in effect at the time the Cost-of-Living is set out.

PENSION PLAN


ARTICLE 49. The Pension Plan covered by Article 49. shall be governed as follows:

- A. Effective January 15, 2013, Employer agrees to contribute one hundred forty-eight dollars & 85/100 (\$148.85) per week per eligible Employee into the Pension Plan bearing the eligible OPEIU Local 277 Employee's name.
1. The contribution amount for any new OPEIU LOCAL 277 Employees hired after the effective date of this Agreement will be the minimum amount required by the Pension Plan bearing the eligible OPEIU Local 277 Employee's name.

2. The OPEIU Local 277 Employee received either State or Federal Unemployment Compensation.
 - a. The OPEIU Local 277 Employee will provide UAW Local 276 a copy of his or her documentation showing that the Employee received State or Federal Unemployment Compensation before UAW Local 276 will issue a Supplemental Unemployment Compensation payment.
3. The payment durations for an OPEIU Local 277 Employee will be based on seniority at the time of the layoff:
 - a. The OPEIU Local 277 Employee has one (1) but less than three (3) years seniority – The eligible OPEIU Local 277 Employee will receive thirteen (13) weeks of Supplemental Unemployment Benefits after submission of documentation as set out in Article 52., 2., a. above.
 - b. The OPEIU Local 277 Employee has three (3) or more years seniority – The eligible OPEIU Local 277 Employee will receive twenty-six (26) weeks of Supplemental Unemployment Benefits after submission of documentation as set out in Article 52., 2., a. above.
4. An eligible OPEIU Local 277 Employee who has attained one (1) year but less than three (3) years of seniority will receive ninety-five percent (95%) of her or his after-tax gross pay, less fifteen dollars & no/100 (\$15.00) for work related expenses.

- B. The OPEIU Local 277 Employee has attained three (3) years or more of seniority as of the signing of this Agreement.
1. The OPEIU Local 277 Employee is on a Qualifying Layoff for a full week (Monday through Friday).
 2. The OPEIU Local 277 Employee has received either State or Federal Unemployment Compensation.
 - a. The OPEIU Local 277 Employee will provide UAW Local 276 a copy of his or her documentation showing that the Employee received State or Federal Unemployment Compensation before UAW Local 276 will issue a Supplemental Unemployment Compensation payment.
 3. The payment durations for an OPEIU Local 277 Employee with three (3) or more years seniority will be based on seniority at the time of the layoff:
 - a. The OPEIU Local 277 Employee has one (1) but less than ten (10) years of seniority – The eligible OPEIU Local 277 Employee will receive twenty-six (26) weeks of Supplemental Unemployment Benefits after submission of documentation as set out in Article 52., 3., a. above.
 - b. The OPEIU Local 277 Employee has ten (10) but less than twenty (20) years of seniority – The eligible OPEIU Local 277 Employee will receive thirty-nine (39) weeks of Supplemental Unemployment Benefits after submission of documentation as set out in Article 52., 3., a. above.

IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals on this the 30th
day of May, 2014.



1/1/2014 through 12/31/2016

OPEIU LOCAL 77
JUN 11 2014
RECEIVED

AGREEMENT BETWEEN
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 555

AND THE

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 11

AGREEMENT entered into this 1st day of January, 2014, between the OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11, a Local Union of the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO, hereinafter referred to as the "Union", and the UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 555, its successors and assigns, hereinafter referred to as the "Employer".

PREAMBLE

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

AND, WHEREAS, the parties hereto agree that the principle responsibility of the office employees of Local 555 is to insure that all members of Local 555 are treated with the utmost dignity and respect; that their membership questions, problems and related matters are handled in accordance with the highest of standards, including but not limited to a positive, helpful, patient and professional image, with a commitment to teamwork and the ideology of Unionism; while working together with all other Local 555 employees to meet the needs of the people we serve.

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

ARTICLE 1. RECOGNITION

The Employer agrees to recognize the Union as the sole Collective Bargaining agent for all office employees within the jurisdiction of the Office & Professional Employees International Union, Local 11 listed in Schedule "A" of this Agreement, with the exception of Office Manager, Office Supervisor, and Executive Secretary. New classifications added in the future will be negotiated upon creation.

ARTICLE 2. UNION SECURITY

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

UFCW 555 2014-2016 Page 1

twenty-fifth (25th) day, which delinquency will be a violation of this contract.

Section 5. Damages for Non-payment:

A. Insofar as the payments by the individual Employer into the Trust Fund provided in this Article of this Agreement, time is of the essence. The parties recognize and acknowledge that the regular and prompt payment of amounts due by individual Employers to this Fund is essential to the operation of the Trust and the provisions of benefits and that it would be extremely difficult if not impracticable, to fix the actual expense and damage to this Fund and to the covered employee which will result from the failure of an individual Employer to make such monthly payments in full within the time provided. Therefore:

- (1) Any Employer who willfully fails to make contributions to the Trust Fund in accordance with the requirements of this Article may be deemed by the Trustees to be in default. The phrase "willfully fails to make contributions" means an intentional failure to contribute with the knowledge that such contributions are due. If the failure to contribute by the Employer is found by the Trustees to have been caused by a miscalculation or lack of knowledge that the contributions are due, the Employer will not be in default. The Trustees may, after written notice to an Employer, declare him to be in default.
- (2) In the event that an Employer is held by the Trustees to be in default, the Trustees may, in their discretion and without notice to said Employer, bring suit pursuant to this Article to recover the amounts due. An Employer in default shall pay all attorneys' fees, court costs disbursements and any other expenses necessarily incurred by the Trustees in recovering overdue contributions (whether or not court action is actually commenced) together with interest on the overdue contributions accruing from the date of default at the rate of ten percent (10%) per annum. Venue for actions by the Trustees against defaulting Employers shall be in Multnomah County, Oregon.

ARTICLE 12. RETIREMENT PLANS

Section 1. 401k Pension Program

The Employer agrees to contribute to and be bound by the UFCW Investment Savings Plans and Trust. The contribution to be a minimum of one dollar and sixty-five cents (\$1.65) per compensable hour, excluding overtime.

Effective January 1st 2014 the contribution will increase to one dollar and seventy-five cents (\$1.75) per hour.

Effective January 1st 2015 the contribution will increase to one dollar and eighty-five cents (\$1.85) per hour.

Effective January 1st 2016 the contribution will increase to one dollar and ninety-five cents (\$1.95) per hour.

The Employer will comply with all the terms and conditions of the plan, including deducting from employee compensation the employee's elective contribution to the plan or any loans, and forward the money in a timely manner to the Trust.

Section 2. 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 3. 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 4. The said contributions 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 5. 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 6. 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 7. Employer contributions shall commence on the hiring date of each employee of the Employer and shall not be subject to change during the life of the Agreement.

Section 8. This shall not affect present comparable Retirement Plans which have been approved by the Trustees of the 401 (k) Retirement Fund of the UFCW, Local 555.

Section 9. The Employer agrees to make a minimum contribution of two dollars and forty-two cents (\$2.42) per hour to the Western States Pension Trust Fund for all employees effective January 1st 2013.

ARTICLE 13. HEALTH AND SANITATION

Section 1. 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 14. 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 working conditions and rates of pay heretofore existing in the office of the employees.

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

Section 4. Neither the Union nor the Employer in carrying out their obligation under this

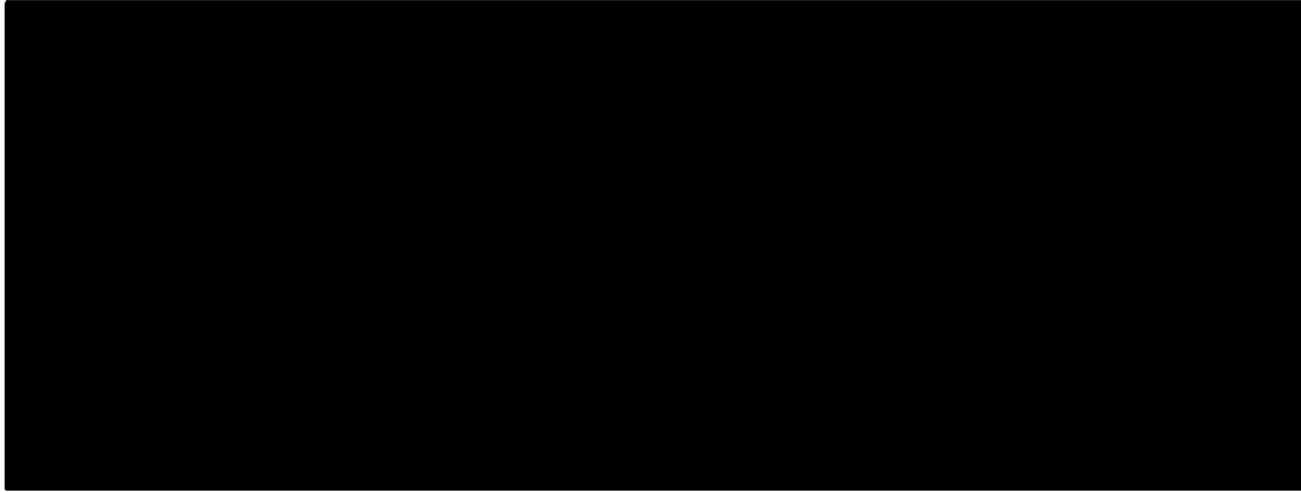
UFCW 555 2014-2016 Page 9

other provisions to the contrary notwithstanding. Upon the signing of this Agreement or any future Agreement, the provisions therein shall be retroactive to the anniversary date.

As agreed this ^{1st} day of January 2014:

**UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 555**

**OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL**



Kim Ransom

From: Maureen Bower [maureenbower@qwestoffice.net]
Sent: Friday, February 17, 2012 11:10 AM
To: Kim Ransom
Cc: Ron A. Wantland; WHETS@aol.com; 'Helen Gourde'; 'Mike Richards'
Subject: RE: payroll review UFCW # 555

Importance: High

WS 5230

Kim,

My apologies, our office shall be sending you amended pages as soon as possible.

Respectfully;
Maureen Colvin
Union Representative
OPEIU Local 11
1-360-719-1860 – Direct Line
1-503-257-6691 – Main Office
1-800-547-8902 – Toll Free



Encl Loc 11 For Register
1-50
9156
247

RECEIVED

From: Kim Ransom [mailto:Kim.Ransom@aibpa.com]
Sent: Wednesday, February 15, 2012 5:44 PM
To: Maureen Bower
Subject: RE: payroll review UFCW # 555

Hi Maureen:

I hope all is going well...!

I am reviewing the payroll audit responses received for 2011, and trying to get any outstanding issues resolved. We need to get the CBA language corrected (see below) in order to reflect the correct charges for this employer (including adaptation of the rehabilitation plan) and close out the audit report. Can you let me know what you anticipate the response time will be on this so I can discuss with Ron?

If this is already done, then I will just need the signed copy.

Have a great day!

Regards,

Kim Ransom

Kim Ransom

Sr. Benefit Specialist

A&I Benefit Plan Administrators, Inc.
1220 SW Morrison St.-Suite 300
Portland, OR 97205-2222
(503) 224-0048 / Work
(503) 228-0149 / Fax

Small enough to know you, big enough to serve you.

From: Maureen Bower [mailto:maureenbower@qwestoffice.net]
Sent: Wednesday, August 17, 2011 10:26 AM
To: WHETS@aol.com
Cc: Kim Ransom; Ron A. Wantland; 'Mike Richards'
Subject: RE: payroll review UFCW # 555
Importance: High

Steve;

After reviewing the Collective Bargaining Agreement and conferring with the representative who negotiated this Agreement, this was a clerical error and the page needs revised/replaced with a new page. The increases of one dollar and ninety-seven cents (\$1.97); two dollars and nineteen cents (\$2.19) and two dollars and forty-two cents (\$2.42) was the one dollar and fifty cents (\$1.50) with the additional surcharge.

It was not the intent of OPEIU Local 11 or UFCW 555 to increase the pension contribution, but to include the surcharge amount and the actual pension contribution amount is and shall remain at the one dollar and fifty cent (\$1.50) amount and our offices will revise this language and forward to you as soon as possible.

Respectfully;
Maureen Colvin
Union Representative
OPEIU Local 11
1-360-719-1860 – Direct Line
1-503-257-6691 – Main Office
1-800-547-8902 – Toll Free



From: Ron A. Wantland [mailto:Ron.Wantland@aibpa.com]
Sent: Wednesday, August 17, 2011 8:27 AM
To: WHETS@aol.com; maureenbower@qwestoffice.net
Cc: Kim Ransom
Subject: RE: payroll review UFCW # 555

Steve;

Yes please forward the CBA, we do not have a copy of the new one.

We were just about to send a letter to the employer advising them of the fact that their CBA had passed the 6 months from the expiration date and would be subject to the Default schedule if they did not adopt the Rehabilitation Plan and the Supplemental Employer Contribution Schedule.

Maureen, any help in facilitating an MOU adopting the rehab plan would be greatly appreciated.

Thank you all.

Ron Wantland

Client Services Pension Manager

Phone 503.242.1620

ron.wantland@aibpa.com

From: WHETS@aol.com [mailto:WHETS@aol.com]

Sent: Tuesday, August 16, 2011 3:53 PM

To: maureenbower@qwestoffice.net

Cc: Ron A. Wantland; Kim Ransom

Subject: RE: payroll review UFCW # 555

Hi Maureen

I am completing a payroll review on UFCW Local 555.

I have a new CBA for the period 1/01/2011 to 12/31/2013 and I can not find any reference to the Rehabilitation Plan or rates in the document or attachment.

~~The retirement plan provision of this new CBA states that the pension rate will be \$1.97 per hour effective January 1, 2011. The employer was paying \$ 1.50 per hour through March 31, 2011 and may still be paying that rate. I received a blank answer when I asked the employer about any supplemental rate billing adjustment.~~

I am sending this email to the administrator to see if they have this CBA and rate increase.

The CBA agreement that I was provided is signed but there is no signature date.

Thank You

Steve Whetzel

Western States Office and
Professional Employees
Pension Fund

11-5230

Employer
Participation
Agreement

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

1. Employer Information.

Name: DFCW 555
Contract Person: JEFF Anderson
Address: 7095 SW Sandburg Rd
City, State & Zip: Tigard OR. 97
Telephone: 503-684-2822

WS 5230

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

A & I RECEIVED

DEC 18 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 Organization.
Note: Partners and sole proprietors cannot participate in the Plan but partnerships and sole proprietorships may cover their employees.
- b. Employer is doing business under the following name(s) (attach separate page if more space is needed): UFCW 555.
- c. Employer elects to participate in the Plan as a contributing employer.
- d. Employer now has the following employees (insert number):
_____ employees covered by A collective bargaining agreement; and
_____ employees who are not covered by the collective bargaining agreement.
- e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.
- f. Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.

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

- a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.
- b. Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED AND

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

A & I RECEIVED
DEC 11 2011

AGREEMENT

Between

UNITE HERE, LOCAL 483

And

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

SEPTEMBER 1, 2015 – AUGUST 31, 2020



ARTICLE 11. PENSION PLAN

The Employer agrees to contribute into a Trust Fund known as Western States Office and Professional Employees Pension Fund, for the account of each eligible employee working under this Agreement, effective this Agreement Five Hundred fifty-four and thirty-seven cents (\$554.37).

To be eligible for participation in the plan, an employee, for the purposes of this Article, shall mean: "Any employee on the payroll on the first (1st) day of the calendar month who works more than seventy (70) hours each succeeding and consecutive calendar month thereafter."

The employees covered by this Agreement may, at any time, elect to participate in the Monterey Culinary Pension Fund plan. Should said employees elect this option, the necessary contribution would not require additional funds from the Employer.

ARTICLE 12. TERMINATION PAY

- (a) Any employee of over three (3) months' continuous service, but less than six (6) months' service, who may be discharged or laid off, shall be given one (1) week's notice, in writing, or one (1) week's pay in lieu thereof. Any employee of over six (6) months' continuous service who may be discharged or laid off, shall be given two (2) weeks' notice in writing or two (2) weeks' pay in lieu thereof. This clause shall not apply when the discharge is because of dishonesty or misconduct. It shall be a reciprocal obligation and a matter of good faith on the part of the employee to give one (1) week's notice, in writing, after three (3) months' service or two (2) weeks' notice, in writing, after six (6) months' service in the case of an intended resignation.
- (b) In the event an employee terminates for any reason after six (6) months' employment, he/she shall be entitled to pro rated vacation pay from the Employer in addition to said two (2) weeks' notice.
- (c) In cases of discharge or layoff of employees of six (6) months' continuous service, good and sufficient reason shall be given the Union two (2) weeks' prior to the date of termination of employment.

ARTICLE 13. LEAVES OF ABSENCE

- (a) Employees may be granted leaves of absence, without pay, for reasonable periods of time, not to exceed six (6) months. Such leaves of absence shall not affect the employee's rights under this Agreement. Upon being granted a leave of absence, the employee and Employer shall notify the Union of such leave of absence in writing.
- (b) Medical Leaves of Absence: A leave of absence of up to six (6) months for sickness, disability, pregnancy and non-industrial injuries will be granted, upon written application, supported by a doctor's certificate. After six (6) months, the employee will be placed on a preferential hiring list for three (3) months.

ARTICLE 19. GRIEVANCE PROCEDURE

- (a) All disputes, complaints or grievances arising out of this Agreement shall be first taken up between the Union and the Employer and, failing satisfactory settlement thereof, either side shall refer such dispute, complaint or grievance to the Board of Adjustment established by this Section.
- (b) An Adjustment Board shall be appointed, consisting of two (2) representatives of the Employer and two (2) representatives of the Union. Such Board shall take up, within seven (7) days, all grievances or disputes which the parties hereto have been unable to adjust. The decision of a majority of the Board shall be final and binding on the parties to this Agreement. In the event the Board is unable to arrive at a decision, or in the event of a deadlock, an impartial Chairman shall be selected by the members of the Board within seven (7) days after the Board has determined it is unable to agree. Should the parties be unable to select such impartial Chairman within seven (7) days, then said impartial Chairman shall be appointed by the President or Secretary of the Labor Council concerned. The decision of the majority of such Board shall be final and binding on both parties. The cost of securing the services of such impartial Chairman shall be divided equally between the parties involved.

ARTICLE 20. DURATION OF AGREEMENT AND PROVISION FOR AMENDMENT

This Agreement, together with all provisions herein set forth, shall continue in full force and effect from September 1, 2015 until December 31, 2020, 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 re-opened in order to revise the Article or Articles regarding which notice of the proposed changes has been served. When agreed upon, these changes shall be incorporated into this Agreement, effective as of the beginning of the year's term for which the revisions were proposed.

UNITE, HERE LOCAL 483

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

WS 0198

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

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

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

AGREEMENT TO ADOPT REHABILITATION PLAN

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

Parties: _____, the "Union; and
UNITE HERE 483, the "Employer"

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

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

Effective Date: 3/2012

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

will be effective
1/1/12 per
Rehab Plan rules.

2. The Employer agrees to contribute to the Plan at the rates required under the CBA and the applicable Rehabilitation Plan Schedule.

3. The Parties agree that their adoption of the Rehabilitation Plan is effective for the duration of the current CBA and to any renewals or extensions of the CBA.

EMPLOYER APPROVAL

Leonard Meitz
Signature

Title: Sec. Treas

Date: 3/12-2012

UNION APPROVAL

Signature

Title: _____

Date: _____

PQSAm(RehabAdopt2012)
cwa 9413/all-cm

1321 Harbor Bay Pkwy, Suite 104 Alameda, California 94502 Phone (510) 995-1429 Fax (510) 995-1440 www.opciu29.org

481 RECEIVED
MAR 2 6 2012

Western States Office and
Professional Employees
Pension Fund

Employer
Participation
Agreement

29

WSOP 198

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

1. Employer Information.

Name: Unita Here, Local 483
Contract Person: Leonard O'Neill
Address: 702 Forest Ave suite C
City, State & Zip: Pacific Grove, CA 93950
Telephone: 831-375-2246

2. Local Information.

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

3. Participation.

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

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

A & I RECEIVED
NOV 28 2011

4. Coverage.

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED AND

CO-CHAIR SIGNATURE:

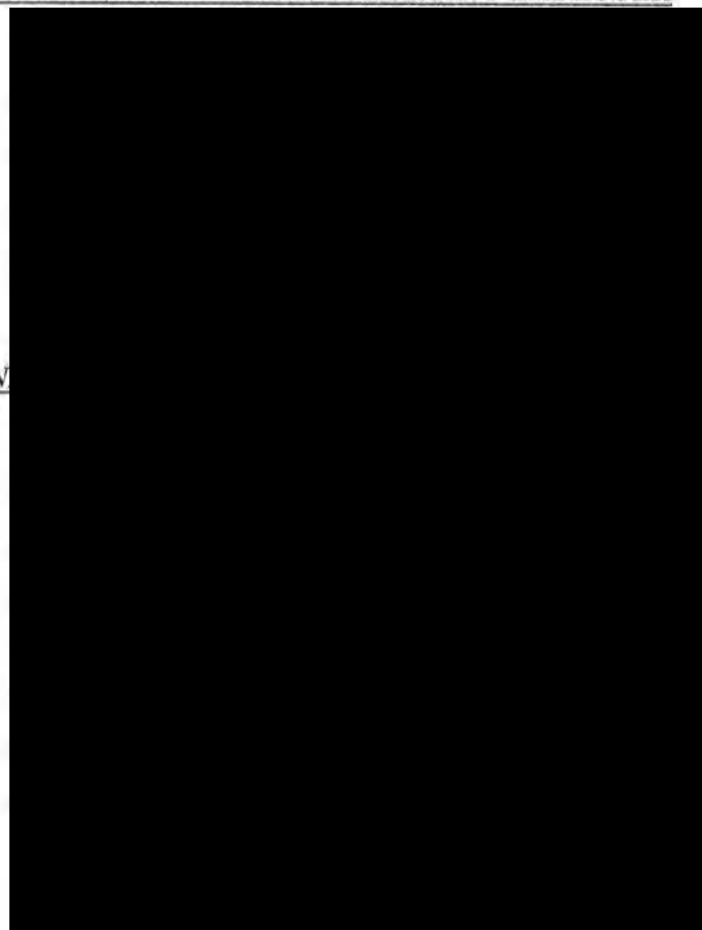
Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:



A&I RECEIVED
NOV 28 2011

AGREEMENT

Between

UNITE HERE, LOCAL 49

And

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

January 1, 2015 - January 31, 2021



ARTICLE XI. FURTHER RESERVATIONS

Whenever the Employer requires the bonding of any employee or carrying of any insurance for the indemnification of the Employer, the premium for the same shall be paid for by the Employer.

Any member in the employ of a signer of this Agreement shall be paid according to the length of service dating from the beginning of his/her employment rather than with the date of this Agreement.

ARTICLE XII. EMPLOYEES HOSPITALIZATION & WELFARE PLAN

(a) The Employer agrees to pay the premium on each employee and his/her dependent for the Sacramento Independent Hotel, Restaurant & Tavern Employees Welfare Trust (SIHRTE).

Upon retirement from active employment after the age of sixty-two (62), the Employer shall make the required premium payments per month to the plan on behalf of the employee up to age sixty-five (65), provided the employee has been on the payroll of the Employer a minimum of ten (10) years at the time of retirement.

(c) In the event SIHRTE is merged with another plan employees have the option of enrolling in the Office and Professional Employees Trust Fund and the Employer agrees to pay the premium on each employee and his/her dependent.

ARTICLE XIII. PENSION PLAN

The Employer agrees to contribute into a Trust Fund known as Western States Office & Professional Employees Pension Fund, for the account of each employee working under this Agreement, Two Dollars and twenty-five cents (\$2.25) per hour effective December 1, 2005. Effective December 1, 2010 the Employer agrees to contribute for the account of each employee working under this Agreement, Two Dollars and fifty-cents (\$2.50) per hour. If any employee under this Agreement is granted a leave of absence without pay in excess of thirty (30) days, his/her name shall be deemed to have been removed from the payroll of the Employer and the Employer shall not be obligated to make monthly payments into the Plan for the benefits of such employee for the period of such leave.

This Agreement expires January 31, 2021, unless, as addressed in Article XIII of this Agreement, (1) the Trustees adopt a change to the Rehabilitation Plan prior to that date and (2) the change results in lower supplemental contributions for the Employer pursuant to the revised Supplemental Employer Contribution Schedule, in which case the pension provisions of this Agreement shall be considered automatically reopened as of the date of adoption of such change, solely for purposes of adopting the revised schedule. The parties agree that this Agreement shall then be automatically amended only to adopt the revised Supplemental Employer Contribution Schedule adopted by the Trustees, and the term of the amended Agreement shall then immediately and automatically recommence, and such amended Agreement shall remain in effect until January 31, 2021.

ARTICLE XIX. DURATION OF AGREEMENT

This Agreement, together with all provisions set forth herein, shall continue in full force from January 1, 2015 to January 31, 2021, and shall continue in full force and effect thereafter unless either party hereto shall desire a change, in which case s/he shall give the other party notice in writing of the desired changes at least sixty (60) days prior to the anniversary date of this Agreement in any one year. 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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 4TH day of MARCH, 2016

UNITED HERE LOCAL 40

OFFICE & PROFESSIONAL EMPLOYEES

By

Da

NG/im(HERC8313)
cwa:9415/aflcio

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

WS 1198

**MAR 07 2011 Employer
Participation
Agreement**

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

1. Employer Information.

Name: UNITE HERE LOCAL 49
Contract Person: CHRISTIAN RAK
Address: 1796 TRIBUTE RD, SUITE 200
City, State & Zip: SACRAMENTO, CA 95815
Telephone: (916) 564-4949

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE BOARD OF DIRECTORS

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED AND A

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name: _____

Date Signed:

LABOR AGREEMENT

BETWEEN

UNITED ADVANTAGE NW
FEDERAL CREDIT UNION

AND THE

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,
LOCAL 11

AFL-CIO

FOR THE PERIOD:

APRIL 1, 2016

THROUGH

MARCH 31, 2019

OPEIU LOCAL 11

APR 29 2016

RECEIVED

ARTICLE 13. RETIREMENT PLANS

Section 1. Effective April 1, 2008, the Employer agrees to contribute to the Western States 401K Retirement Fund of the OPEIU a minimum of one dollar and sixty cents (\$1.60) per compensable hour, per employee per month, excluding overtime.

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 any amount, such contributions not to change from April 1 to April 1 of any year.

Section 3. The said Western States 401K Retirement Fund of the OPEIU shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of Union and Employer representatives. The Agreement and Declaration of Trust, together with any amendments thereto, shall be considered a part of this Agreement as if set forth herein at length.

Section 4. 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 5. 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 6. Employer contributions shall commence on the hiring date on each permanent full-time employee of the Employer and shall not be subject to change during the life of this Agreement.

Section 7. This shall not affect present comparable Retirement Plans which have been approved by the Trustees of the Office & Professional Employees International Union, Local 11.

Section 8. The Employer agrees to contribute to the Western States Office and Professional Employees Pension Trust Fund a minimum of one dollar sixty-three cents (\$1.63) per compensable hour, per employee per month, excluding overtime.

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 22. 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.

**UNITED ADVANTAGE NW
FEDERAL
CREDIT UNION**

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

Cla
BO

Evi
CE

MED/dmt
opeiu 11
afl-cio

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

WS 3810

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: United Advantage NW FCU
Contract Person: Chantelle Castle
Address: PO Box 11067
City, State & Zip: Portland, OR 97211
Telephone: 503-283-5193

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

RECEIVED
A & I
JAN 25 2011

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED AND

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

WS 3810

A & I RECEIVED

MAR 07 2012

MEMORANDUM OF UNDERSTANDING

between

UNITED ADVANTAGE NW FEDERAL CREDIT UNION

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

This Memorandum of Understanding is entered into between UNITED ADVANTAGE NW FEDERAL CREDIT UNION and the Office & Professional Employees International Union, Local 11 and specifically shall be in accordance with Article 13 Retirement Plans of that Collective Bargaining Agreement.

It is mutually agreed by all parties that the Employer agrees to continue a contribution of one dollar and sixty-three cents (\$1.63) 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 one dollar and twenty-three cents (\$1.63) per compensable hour shall be in full force and effect.

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

MLR/hg
opetul/half-cio
MOU UA NW FCU for WSP

AGREEMENT BETWEEN
UTAH BUILDING TRADE EMPLOYERS MASTER
AND THE
OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL LOCAL UNION 11

THIS AGREEMENT made and entered into this 1st day of **October, 2015**, by and between, Employers listed on the signature page. Party of the First Part, hereinafter referred to as the "Employer", and OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11 an affiliate of the AFL-CIO, Party of the Second Part, hereinafter referred to as the "Union."

ARTICLE I.
EMPLOYMENT OF UNION MEMBERS

A. When filling vacancies covered under this Agreement the Employer shall contact Local 11 to place an order for an employee in a classification of employment as set forth in Schedule "A" of this Agreement. Local 11 shall provide a list of qualified applicants within forty-eight (48) hours of the request. If the Employer feels none of the applicants are suitable, they will submit reasons for rejection to Local 11 before using alternative methods for recruitment. Any employee, after successful completion of a probation period not to exceed sixty (60) days is entitled to all rights and protections covered under this Agreement. During the duration of this Agreement all work normally designated and performed by Bargaining Unit Employees shall continue to be performed by Bargaining Unit Employees.

B. the Employer agrees that the modernization or upgrading of the workplace by the addition of electric or electronic data or word processing equipment, in no way redefines the definition of covered work.

ARTICLE II.
TERMINATION

A. The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension, shall give at least one (1) verbal and one (1) written warning notice of the complaint to the employee, and notify the Union. The warning notice shall remain in effect for a period of no longer than twelve (12) months from the issue date. At that time the warning notice shall be removed and destroyed. If a warning notice is to be protested by the employee such protest will be referred to the grievance procedure for resolution. The Employer shall retain the right to immediate discharge for egregious acts.

B. After one (1) year continuous service, employees who may be laid off shall be given two (2)

remaining cost to be paid by the employee. When a regular part-time employee is employed by more than one Employer, the Employers shall prorate the health and welfare payment on the actual number of combined hours worked for each Employer. The Employers shall agree on a mutually acceptable health and welfare plan and contribute jointly to the benefit of the employee to that plan. In any event employees shall not be required to pay more than twenty-five (25) percent of their health & welfare insurance.

C. All employees may follow the drug testing policy of the Employers office.

ARTICLE XII. PENSION FUND

Effective October 1, 2015 the Employer agrees to contribute to a pension plan for each employee working under this agreement for each compensable hour; either the Western States Pension Plan or to the Employer's Union Administrated Pension Plan; participation in either plan will be at the option of the Employer.

ARTICLE XIII. 401 K RETIREMENT FUND

Effective October 1, 2015 the Employer agrees to contribute to the 401K Retirement Fund of the Western States 401K Retirement fund a contribution rate of \$1.25 for each employee working under this agreement for each compensable hour; or into the Employer's Union Administered 401K /Annuity Plan, participation in either plan will be at the option of the Employer.

ARTICLE XIV JURY DUTY

After one year's employment, employees who are called for service on a Superior Court or Federal District Court jury shall be excused from work for the days on which they serve up to a limit of ten (10) days, and shall be paid the difference between the fee they receive for such services and the amount of straight time earnings lost for such service. In order to be eligible an employee may be required to provide proof of the date and time served and the amount of jury pay.

ARTICLE XV. SENIORITY

In laying off, rehiring, or promotion the principle of seniority shall apply when ability and qualifications are equal; the most senior employee shall be given first consideration in retaining, promotion and recall. An employee covered by this Agreement shall not suffer a loss of seniority due to a temporary disability, injury or illness.

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

THIRD SUSPENSION APPLICATION

Exhibit 15
(Part 11 of 11)

**ARTICLE XVI.
LABOR/MANAGEMENT RELATIONS**

There shall be formed a Labor/Management Committee whose purpose will be to foster labor relations harmony and to improve the communication between the parties to this Agreement. The Committee shall meet on an as-need basis, but not less than once every six (6) months. The Committee shall be comprised of an equal number of labor and management representatives.

**ARTICLE XVII.
SAVINGS CLAUSE**

Any provision of the Agreement found to be invalid by any competent court or governmental agency shall not affect the remaining provisions of this Agreement.

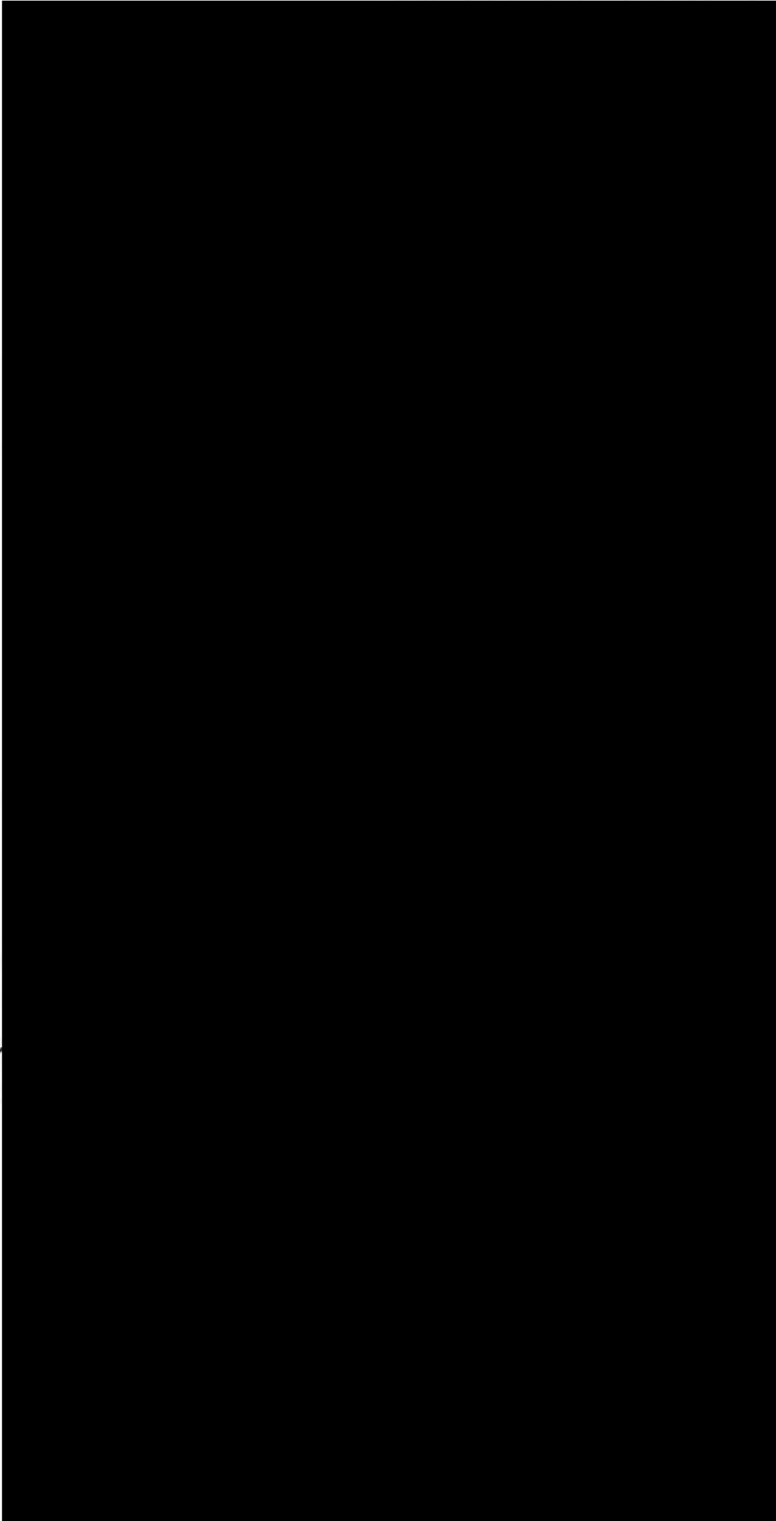
**ARTICLE XVIII.
DURATION OF AGREEMENT**

This Agreement shall take effect on **October 1, 2015** and shall remain in full force and effect through **September 30, 2017**, and unless written notice be given by either party, at least sixty (60) days but not more than one hundred and twenty (120) days prior to such date, of a desire to change, modify, amend or terminate this agreement, it shall continue in full force and effect an additional year thereafter.

The Employers, signatory below, accept the terms and conditions of the Utah Building Trades Employers Master Agreement by and between the Office & Professional Employees International Union, Local 11 and the signatory Employers effective **October 1, 2015 through September 30, 2017**.

AS AGREED THIS 1ST DAY OF OCTOBER, 2015.

**SIGNATORY EMPLOYERS OF THE UTAH BUILDING TRADES
EMPLOYERS MASTER AGREEMENT**



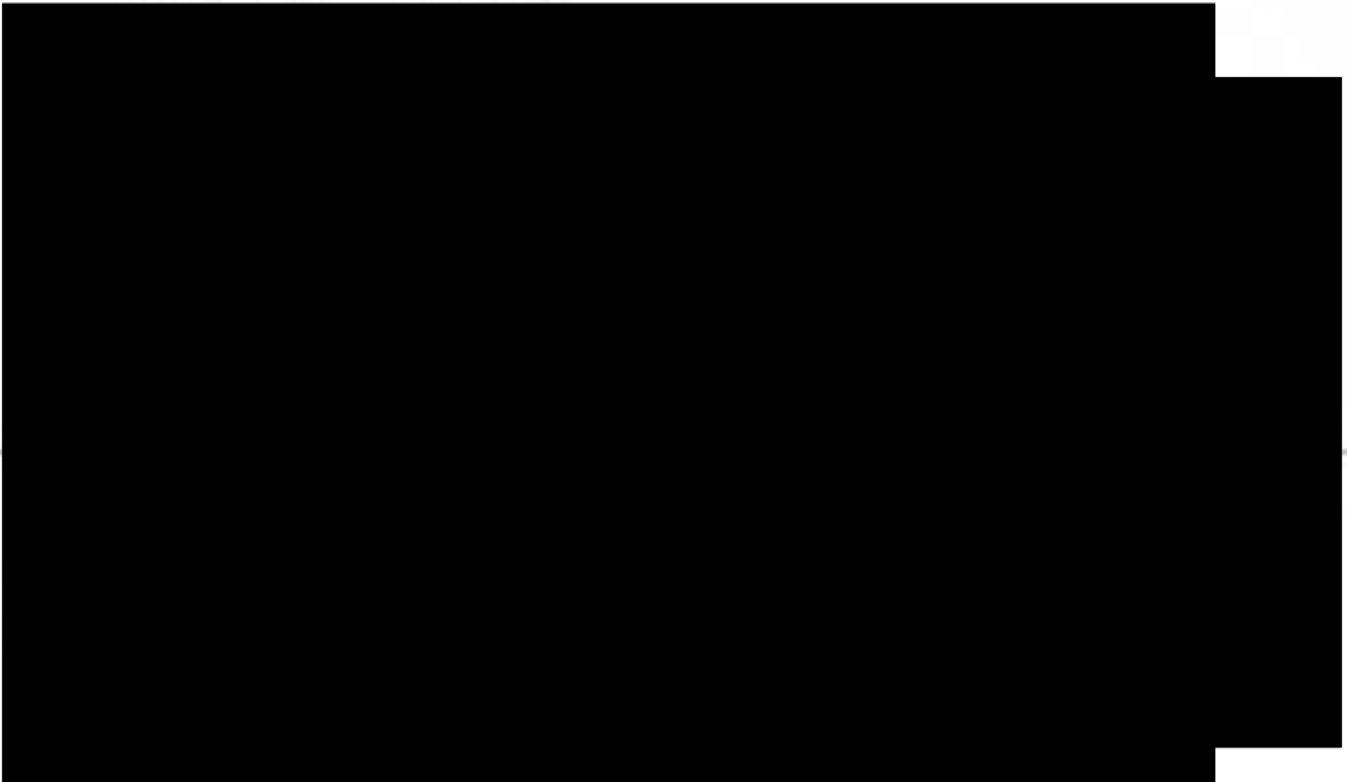
MEMORANDUM OF UNDERSTANDING
between
UTAH BUILDING TRADE EMPLOYERS MASTER
and the
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

This Memorandum of Understanding is entered into between the Utah Building Trade Employers Master and the Office & Professional Employees International Union, Local 11 and specifically shall be in accordance with Article 12.A.1 Pension Fund within the Collective Bargaining Agreement.

It is mutually agreed by all parties that and effective October 1, 2010 the Employer agrees to continue a contribution of four dollars and seventy cents (\$4.70) and in addition the surcharge amount listed in the Supplemental Contribution Schedule, per compensable hour, on behalf of each employee into the Western States Office & 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 four dollars and seventy cents (\$4.70) 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 Grievance Procedure to the Collective Bargaining Agreement should there be any dispute regarding the interpretation and/or application.



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

FEB 28 2011

**Employer
Participation
Agreement**

11-3882

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

1. Employer Information.

Name: UTAH AFK-CIO
Contract Person: JAMES R. Judd
Address: 2261 So Rod Ward Rd #M
City, State & Zip: West Valley City - UT 84119
Telephone: 801-972-2771

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.

~~AFK-CIO~~ OPEIU

3. Participation.

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

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

4. Coverage.

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

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

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

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

FEB 28 2011

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

EMPLOYER PARTICIPATION AGREEMENT

ATTACHMENT B: NONBARGAINING UNIT EMPLOYEES

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

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

Classification: _____

Total number of employees not covered by a CBA: _____ 0 _____

Total number of employees in the classification: _____

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

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

4. Contribution rate for nonbar

EMPLOYER SIGNATURE:

Print Name:

Title:

Date:

List nonbargaining unit employees

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

APPROVED AND

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

A & I RECEIVED

JUL 29 2015

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

**UNITED ASSOCIATION OF
PIPEFITTERS LOCAL UNION 208**

WS 0293

and

**PIPEFITTERS JOINT APPRENTICESHIP
TRAINING COMMITTEE**

WS 0370



May 1, 2014
to and including
April 30, 2017

ARTICLE 20 – PENSION

- 20.1 The Employers agree to contribute to the Western States Office and Professional Employees Pension Fund. A contribution on behalf of each employee of the Pipefitters JATC in the amount of \$1.45 one dollar and forty five cents per hours paid. And a contribution on behalf of each employee of the Pipefitters Local 208 in the amount of (\$2.99) two dollars and ninety nine cents per hours paid. The employees of Pipefitters Local 208 are contributing (\$1.54) one dollar and fifty four cents per hour paid through a wage reduction. The employees (as a bargaining unit) may elect to put any amount of the negotiated wage rate into the pension.
- 20.2 The Employer contribution, as provided herein, shall be made on eligible employees on the effective date, except for the employees serving their probationary period. The contributions for probationary employees shall start on the first of the month following the probationary period. This shall apply to all employees not presently covered by another pension plan which is Employer paid.
- 20.3 If an employee is injured on the job, the Employer shall continue to pay the required contribution for a period of three (3) months following the end of the month in which the injury occurs. If an employee is on sick leave or personal leave of absence in excess of forty-five (45) working days, the Employer will not be required to pay into the fund, after the first forty-five (45) working days, until the employee returns to work.
- 20.4 Regular or part-time employees who work seventy (70) or more hours per month shall be covered by the provisions of this Article. This shall not apply to extra help covering for vacation periods or sick leave which does not exceed thirty (30) days.
- 20.5 The Employer agrees to allow the employees to participate in the Office and Professional Employees International Union Local #30 (401k) Plan. The Employer agrees that if the employee chooses, they will withhold an employee contribution to the 401k plan. The employee may contribute up to, but no more than, the amount set by the Internal Revenue Service from their yearly gross salary to this plan. FICA taxes will be withheld, but these contributions will not be subject to Federal or State taxes. The employee shall bear any administrative fees.
- 20.6 Effective with the January, 2010 hours paid, the Employer agrees to adopt the Pension Rehabilitation Plan and to contribute on behalf of each employee the contribution amount listed in the Updated Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases the Employer from the

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

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

ARTICLE 21 – TECHNOLOGICAL CHANGES

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

ARTICLE 22 – GRIEVANCE AND ARBITRATION

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

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

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

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

ARTICLE 24 – SKILL UPGRADE

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

ARTICLE 25 – DUES AND POLITICAL CHECKOFF

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

ARTICLE 26 – TERM OF AGREEMENT

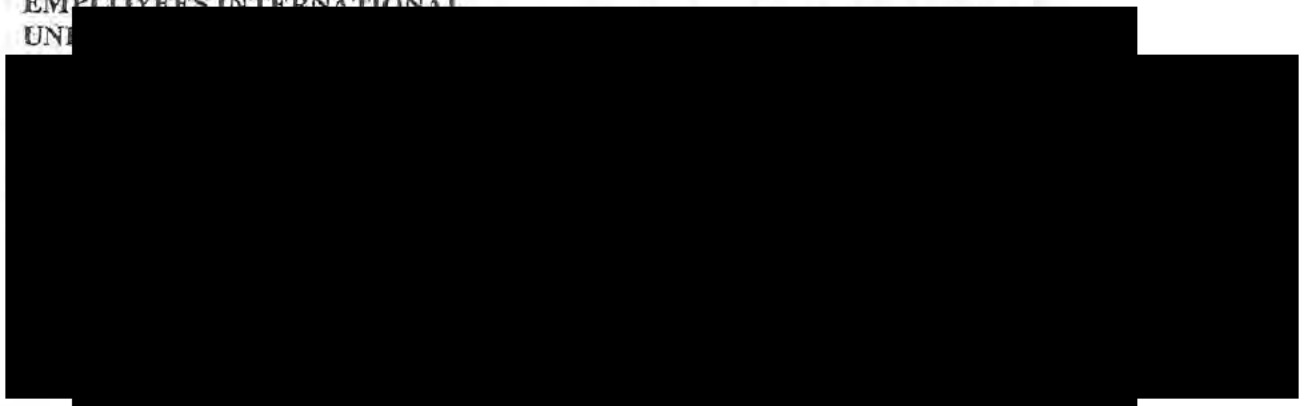
- 26.1 This Agreement shall be in full force and effect from the first day of May, 2014, to and including the thirtieth (30th) day of April, 2017, and shall continue in full

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

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

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNIT

PIPEFITTERS LOCAL UNION 208



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

**Employer
Participation
Agreement**

WS0370

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

1. Employer Information.

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

FEB 22 2011

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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): _____.

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.**

FEB 22 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: _____

FEB 22 2011

AGREEMENT
BETWEEN
UTAH BUILDING TRADE EMPLOYERS MASTER
AND THE
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11

FOR THE PERIOD:
OCTOBER 1, 2017
THROUGH
SEPTEMBER 30, 2020

OPEIU LOCAL 11
OCT 10 2017
RECEIVED

**ARTICLE XI.
HEALTH AND WELFARE**

A. The Employer agrees to provide health and welfare coverage through Local No 11's Health and Welfare Plan, the Employer's Union Administrated Plan or the Employer's Health and Welfare Plan. Family coverage shall be provided for employees with family status. Participation in either plan will be at the option of the Employer.

B. Regular part-time employees working twenty-eight (28) or more hours per week, the Employer shall pay the full cost of health insurance. Regular part-time employees working twenty-seven (27) or less per week, the Employer agrees to pay on actual hours worked, the remaining cost to be paid by the employee. When a regular part-time employee is employed by more than one Employer, the Employers shall prorate the health and welfare payment on the actual number of combined hours worked for each Employer. The Employers shall agree on a mutually acceptable health and welfare plan and contribute jointly to the benefit of the employee to that plan. In any event; employees shall not be required to pay more than twenty-five (25) percent of their health & welfare insurance.

C. All employees may follow the drug testing policy of the Employer's office.

**ARTICLE XII.
PENSION FUND**

Effective October 1, 2017, the Employer agrees to contribute to a pension plan for each employee working under this agreement for each compensable hour; such as the Western States Pension Plan, the Employer's Union Administrated Pension Plan or another qualified pension plan; participation in such plan will be at the option of the Employer.

**ARTICLE XIII.
401 K RETIREMENT FUND**

The Employer agrees to contribute to the 401K Retirement Fund of the Western States of the OPEIU or into the Employer's Union Administered 401K/Annuity Plan. Participation in either plan will be at the option of the Employer. Employers have the right to direct allocation of the 401K contributions.

Effective October 1, 2017 the Employer agrees to contribute a minimum of two dollars (\$2.00) per compensable hour for each employee working under this agreement.

Effective October 1, 2018 the Employer agrees to contribute a minimum of two dollars and seventy-five cents (\$2.75) per compensable hour for each employee working under this agreement.

During the life of this Agreement, all participants may elect to self-contribute to their 401K retirement plan in accordance with IRS contribution limits.

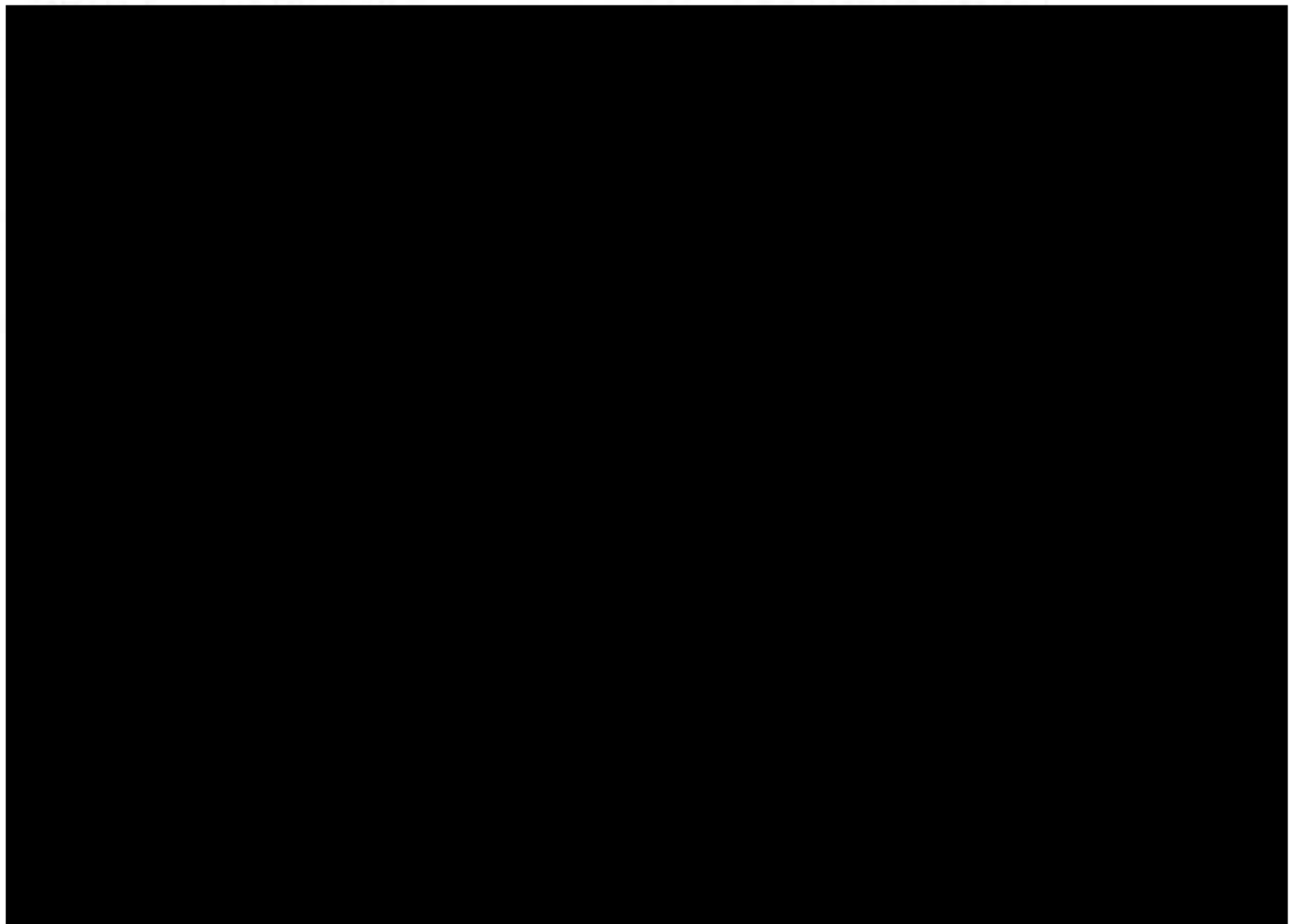
**ARTICLE XVIII.
DURATION OF AGREEMENT**

This Agreement shall take effect on **October 1, 2017** and shall remain in full force and effect through **September 30, 2020**, and unless written notice be given by either party, at least sixty (60) days but not more than one hundred twenty (120) days prior to such date, of a desire to change, modify, amend or terminate this agreement, it shall continue in full force and effect an additional year thereafter.

The Employers signatory below, accept the terms and conditions of the Utah Building Trades Employers Master Agreement by and between the Office & Professional Employees International Union, Local 11 and the signatory Employers effective **October 1, 2017 through September 30, 2020**.

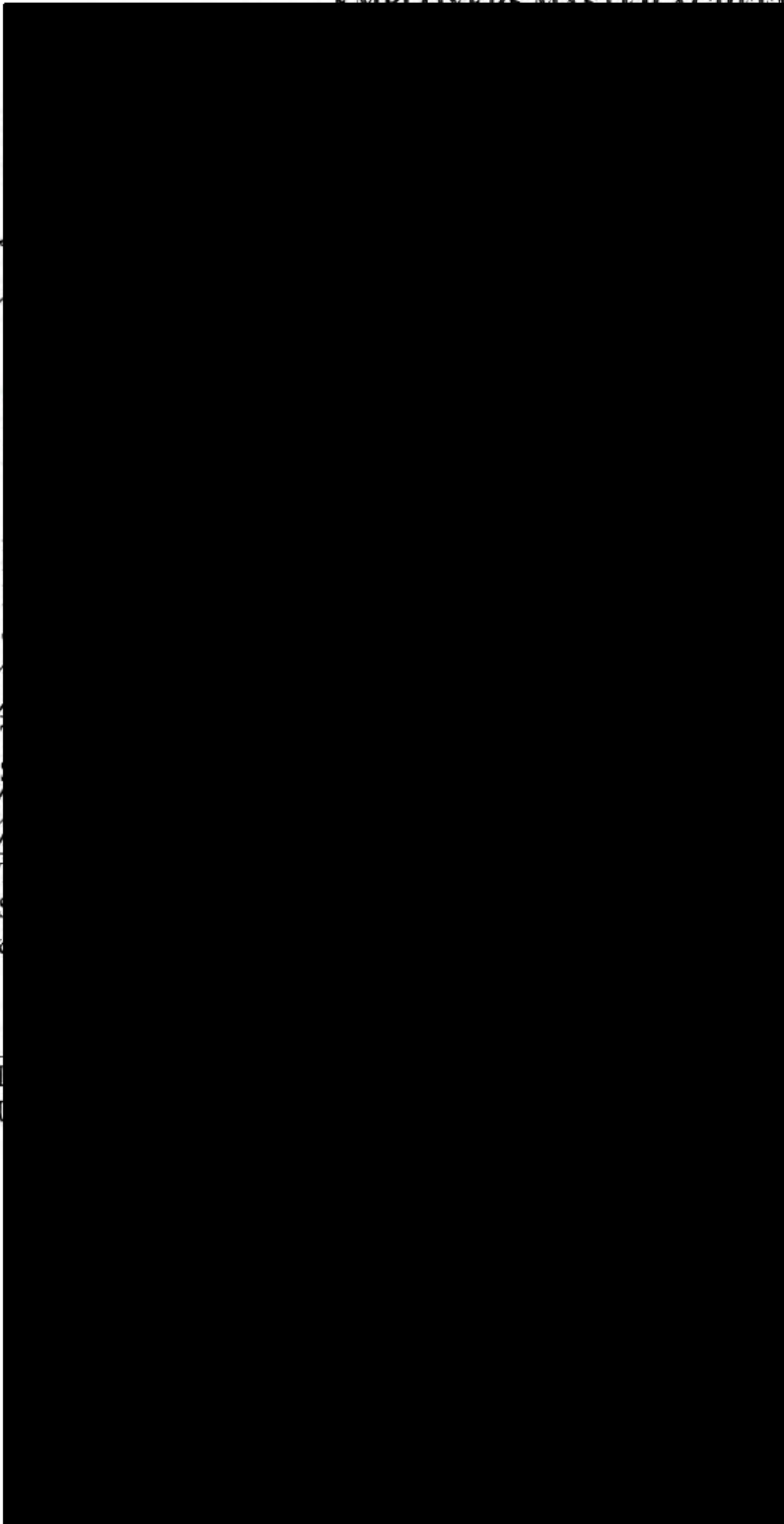
Notwithstanding the above, this Agreement shall open automatically for wages only on October 1, 2019.

AS AGREED THIS 1ST DAY OF OCTOBER 2017.



MD/dmt
opeiu11/afl-cio

**SIGNATORY EMPLOYERS OF THE UTAH BUILDING TRADES
EMPLOYERS MASTER AGREEMENT**



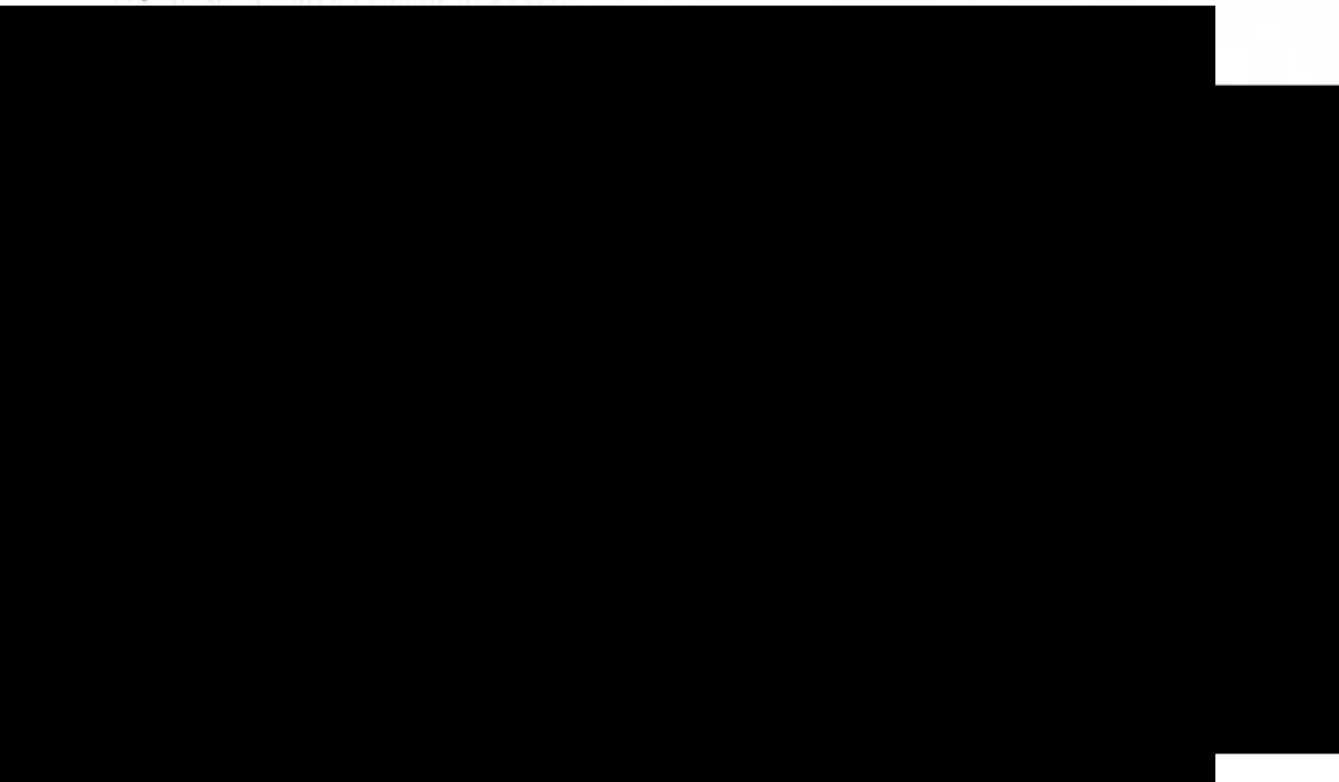
MEMORANDUM OF UNDERSTANDING
between
UTAH BUILDING TRADE EMPLOYERS MASTER
and the
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

This Memorandum of Understanding is entered into between the Utah Building Trade Employers Master and the Office & Professional Employees International Union, Local 11 and specifically shall be in accordance with Article 12.A.1 Pension Fund within the Collective Bargaining Agreement.

It is mutually agreed by all parties that and effective October 1, 2010 the Employer agrees to continue a contribution of four dollars and seventy cents (\$4.70) and in addition the surcharge amount listed in the Supplemental Contribution Schedule, per compensable hour, on behalf of each employee into the Western States Office & 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 four dollars and seventy cents (\$4.70) 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 Grievance Procedure to the Collective Bargaining Agreement should there be any dispute regarding the interpretation and/or application.



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

FEB 28 2011

**Employer
Participation
Agreement**

11-3882

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

1. Employer Information.

Name: UTAH AFK-CIO
Contract Person: JAMES R. Judd
Address: 2261 So Rod Ward Rd #M
City, State & Zip: West Valley City - UT 84119
Telephone: 801-972-2771

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.

~~AFK-CIO~~ OPEIU

3. Participation.

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

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

4. Coverage.

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

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

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

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

FEB 28 2011

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

EMPLOYER PARTICIPATION AGREEMENT

ATTACHMENT B: NONBARGAINING UNIT EMPLOYEES

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

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

Classification: _____

Total number of employees not covered by a CBA: _____ 0 _____

Total number of employees in the classification: _____

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

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

4. Contribution rate for nonbargaining unit employees: _____

EMPLOYER SIGNATURE:

Print Name:

Title:

Date:

List nonbargaining unit employees:

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

APPROVED AND

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____



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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MASTER TRADE SECTION

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

FOR THE PERIOD OF

APRIL 1, 2016 THROUGH MARCH 31, 2019

ARTICLE 15

PENSIONS

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

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

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

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

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

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

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

ARTICLE 22

TERMINATION AND RENEWAL

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

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

OFFICE AND PROFESSIONAL EMPLOYEES _____ FOR THE MASTER TRADE SECTION



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

**Employer
Participation
Agreement**

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

FEB 22 2011

1. Employer Information.

Name: W.W. Cement Masons JATC
Contract Person: Frank Benish
Address: 6737 Corson Ave S.
City, State & Zip: Seattle, Wa. 98108
Telephone: 206-762-9286

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:
- a. Employer is a (*insert form of business*): _____.
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

FEB 22 2011

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: _____

OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

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

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

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

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

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

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

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

OFFICE AND PROFESSIONAL EMPLOYEES

FOR THE TRADE SECTION EMPLOYERS

Trade Section Employers Participating in Western States Pension Fund

2016

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

#8133

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

#8111

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

#8222

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

#8152

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

#8155

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

#8240

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

#8181

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

#8253

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

#8109

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

#8101

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

#8255

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

#775

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

#8235

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

#8162

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

#8138

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

#8127

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

#8241

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

#8108

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

#8154

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

#8118

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

#8164

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

#8226

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

#8126

AGREEMENT

THIS AGREEMENT is made and entered into at Tacoma, Washington, this 1st day of April, 2015, by and between **WASHINGTON STATE BUILDING AND CONSTRUCTION TRADES COUNCIL**, its successors and assigns, hereinafter referred to as the Employer, and the **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 23**, hereinafter referred to as the Union, for the purpose of fixing the wage scale, schedule of hours, and general rules and regulations between the Employer and the Union, and to clearly define mutual obligations between the parties hereto. Therefore, it is mutually agreed as follows:

ARTICLE 1- RECOGNITION

Sec. 1. The Employer agrees to recognize the Union as the sole collective bargaining agent for all employees covered by this Agreement.

Sec. 2. This Agreement shall not apply to any elected or appointed officers of the Employer Union or Council whose duties in accordance with its Constitution and By-Laws require clerical work.

ARTICLE 2 - UNION SECURITY

Sec. 1. All employees covered by this Agreement shall, as a condition of employment, thirty-one days from the effective date of this Agreement become and remain members of the Union in good standing.

Sec. 2. New employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one days from the date of employment become and remain members of the Union in good standing.

ARTICLE 3 - HIRING

Sec. 1. When vacancies occur or when additional employees are needed to perform work covered by this Agreement, the Employer shall notify the Union as to the number and type of employees desired, and the Union shall endeavor to supply such help within forty-eight hours. If the Union cannot supply such help, or if the persons dispatched by the Union do not report for work as scheduled, the Employer may hire from any other source except employment agencies charging fees.

Sec. 2. The Employer has the final choice as to whom he hires, and he shall notify the Union within 72 hours of hire of a new employee, Saturday, Sunday and holidays excepted.

AGREEMENT – WASHINGTON STATE BUILDING & CONSTRUCTION TRADES COUNCIL

Sec. 7. The Employer shall use a uniform system of formal reprimands, written warning notices, and suspension for poor work performance. Employees shall be given an opportunity to read and sign all letters of warning and performance evaluations before placement in employee personnel files. Upon written request by an employee, copies of such notices shall be given to the employee within three (3) working days of the date of the request. The employee may be required by the Employer to sign such material, acknowledging receipt thereof. The employee's signature shall not be construed as an admission of guilt or concurrence, but rather shall be an indication that the employee has seen and comprehends the gravity of disciplinary action taken or the substance of performance evaluations. The Union shall be notified of all warning letters.

Sec. 8. Employees shall have the right to have their Business Representative or shop steward present at all disciplinary meetings, formal or informal.

ARTICLE 15 - WELFARE AND PENSION

Sec. 1. The Employer shall provide State Industrial Insurance coverage for all employees or comparable insurance for on-the-job injury.

Sec. 2. The Employer shall furnish and pay for medical, vision, prescription drug, and life insurance coverage through Puget Sound Benefits Trust for all eligible employees and their dependents, or equivalent health and welfare coverage at the employee's option. Employees who have worked 70 hours or more the preceding month shall be eligible for coverage. If a change in the medical insurance plan occurs, the Employer shall reimburse employees the cost of the deductible upon presentation of proof of payment.

Sec. 3. **Dental**. The Employer shall provide and pay Washington Teamsters Welfare Trust Plan C dental coverage for employee and family for each employee who works 70 hours or more the preceding month. At the employee's option equivalent dental coverage may be substituted.

Sec. 4. Regular part-time employees working less than 70 hours per month who otherwise would be eligible for medical and dental coverage will, at the end of each month, receive a lump sum payment of 15 cents for each hour worked during that month, such payments to be in lieu of medical and dental coverage.

Sec. 5. **Pension**. The Employer shall pay into the Western States Office and Professional Employees Pension Fund a minimum of Three Dollars and Fifty Cents (\$3.50) per compensable hour for each bargaining unit employee to provide retirement benefits pursuant to provisions of the Western States Office and Professional Employees Pension Fund. Payments shall be made by the 15th of the following month. Employees may choose to defer all or part of their annual wage increase to the pension fund.

AGREEMENT – WASHINGTON STATE BUILDING & CONSTRUCTION TRADES COUNCIL

Sec. 5(a). The Employer shall also pay into the Building and Construction Trades Department Pension Plan for Local and State Councils for each bargaining unit employee to provide retirement benefits pursuant to provisions of the Building and Construction Trades Department Pension Plan for Local and State Councils. Payments shall be made on a monthly basis by the 10th of the following month.

Bargaining unit employees presently working for Washington State Building and Construction Trades Council the rate of contributions will be as follows:

Contributions will be fifteen (15%) percent of monthly gross wages.

For bargaining unit employees hired after May 2000, the rate of contributions will be five (5%) percent of gross monthly wages for the first twelve months of continuous employment, ten (10%) percent of gross monthly wages for the second twelve months of continuous employment, and fifteen (15%) percent of gross monthly wages for the third twelve months of continuous employment and thereafter.

Sec. 6. Upon failure of the Employer to make any of the payments required by this Agreement, the Union may, ten days after written notification to the Employer of failure of such payments, undertake economic action against such defaulting Employer to enforce prompt payment, and such action shall not be deemed to be in violation of this Agreement or any of the provisions thereof.

ARTICLE 16 - NONDISCRIMINATION

Sec. 1. The Employer will not discriminate against an employee for union activity.

Sec. 2. Neither the Union nor the Employer shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, sex or age.

Sec. 3. The Union and the Employer agree employees shall work in an environment free from unwarranted harassment or hostility.

ARTICLE 17 - COMPENSATION

Sec. 1. Employees will be classified according to skills used and shall be paid not less than the minimum for such classification in the table of job classifications and rates of pay in Schedule "A", attached hereto and made a part of this Agreement. Employees shall receive wage increases in accordance with the automatic length-of-service provisions of Schedule "A". The step raises in Schedule "A" expressed in calendar months apply to regular part-time as well as full-time employees.

Sec. 2. Any positions not covered by Schedule "A" or any positions which may be established during the life of this Agreement shall be subject to negotiations between the Employer and the Union. In the event the parties are unable to agree on the classification

**AGREEMENT – WASHINGTON STATE BUILDING & CONSTRUCTION
TRADES COUNCIL**

ARTICLE 20 - SEPARABILITY

Sec. 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 21 - TERMINATION AND RENEWAL

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

Signed this _1st___ day of April_, 2015_.

WASHINGTON STATE BUILDING &
CONSTRUCTION TRADES COUNCIL

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 23

Le

op
afl-

**AGREEMENT – WASHINGTON STATE BUILDING & CONSTRUCTION
TRADES COUNCIL**

AGREEMENT TO ADOPT THE REHABILITATION PLAN

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

Parties: Office and Professional Employees International Union. Local 23, the "Union";
and
Washington State Building & Construction Trades Council

Effective Date: April 1, 2015

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

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

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

EMPLOYER APPROVAL

UNION APPROVAL

opeiu:23
afl-cio
wsb&ct.agr

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

23 07 20
FEB 25 2011

**Employer
Participation
Agreement**

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

1. Employer Information.

Name:

Washington State Building & Construction Trades

Contract Person:

DAVE JOHNSON

Address:

215 Turner St NE

City, State & Zip:

Olympia, WA 98506

Telephone:

360-357-6778

2. Local Information.

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

3. Participation.

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



An existing Participating Employer to update Plan records.



A new Participating Employer.

Effective date of coverage: _____



A new group of Employees of an existing Participating Employer.

Effective date of coverage: _____

4. Coverage.

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



Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.



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

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

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

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

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

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

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

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

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

1 employees covered by the collective bargaining agreement; and

14 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:

FEB 25 2011



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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MASTER TRADE SECTION

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

FOR THE PERIOD OF

APRIL 1, 2016 THROUGH MARCH 31, 2019

ARTICLE 15

PENSIONS

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

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

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

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

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

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

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

ARTICLE 22

TERMINATION AND RENEWAL

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

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

OFFICE AND PROFESSIONAL EMPLOYEES _____ FOR THE MASTER TRADE SECTION



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

FEB 10 2011

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: Washington State Labor Council, AFL-CIO
Contract Person: Lynne Dodson, Sec-Treas.
Address: 314-1st Ave W
City, State & Zip: Seattle WA 98119
Telephone: (206) 281-8901

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a (*insert form of business*): WA ST AFL-CIO.

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): Washington State Labor Council, AFL-CIO

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

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

6 employees covered by the collective bargaining agreement; and

_____ 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

Tit

Date Signed

APPROVAL

CO-CHAIR SIGNATURE

Print Name

Date Signed

CO-CHAIR SIGNATURE

Print Name

Date Signed

FEB 10 2011

LABOR AGREEMENT

BETWEEN

IAMW38 - SHELTON, WASHINGTON

AND THE

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,

LOCAL 11

AFL-CIO

FOR THE PERIOD

JULY 1, 2013

THROUGH

JUNE 30, 2017

ARTICLE 12. HEALTH AND WELFARE

The Union, on behalf of the employees, individually and collectively, within the bargaining unit, and the Employer agree to participate in the multi-Employer, jointly administered Health & Welfare Plan and Trust to be known as "Nelson Trust I.W.A. Health & Welfare Plan and Trust". The Employer and the Local Union agree to accept and be bound by the terms and conditions of said Joint Trust and Plan, as amended, the same being as though they were signatory thereto. A copy of the Trust and Plan will be provided to the Employer and the Local Union by the Joint Committee of the Trust and Plan. The Employer agrees to make full payment of premiums for the life of this Agreement and comply and be bound by all the terms and provisions of the said Nelson Trust Council, I.W.A. Health & Welfare Plan, and as the same may hereafter be amended during the term of this Agreement

ARTICLE 13. PENSIONS

Section 1. The Employer hereby agrees to and shall be bound by all of the terms, conditions provisions of those certain Trust Agreements and any changes, additions, amendment or amendments thereto hereafter made, creating the Western States Office & Employees Pension Fund, and shall pay and contribute into the Western States Office & Employees Pension Fund for each compensable hour. Compensable hours include: all hours worked, holiday, vacation, sick and time off on industrial injury.

- a. Effective July 1, 2013 the Employer shall pay two dollars and seventy cents (\$2.70) into the Western States Office & Professional Employees Pension Fund per compensable hour. Be it further agreed that the Employer shall contribute an additional sixty percent (60%) for the pension surcharge amount listed in the 2013 Rehab Plan, in accordance with the Supplemental Contribution Schedule to the Western States Office & Professional Employees Pension Fund
- b. Effective July 1, 2014 the Employer shall pay two dollars and seventy cents (\$2.70) into the Western States Office & Professional Employees Pension Fund per compensable hour. Be it further agreed that the Employer shall contribute an additional seventy-five percent (75%) for the pension surcharge amount listed in the 2013 Rehab Plan, in accordance with the Supplemental Contribution Schedule to the Western States Office & Professional Employees Pension Fund.
- c. Effective July 1, 2015 the Employer shall pay two dollars and seventy cents (\$2.70) into the Western States Office & Professional Employees Pension Fund per compensable hour. Be it further agreed that the Employer shall contribute an additional eighty percent (80%) cap for the pension surcharge amount listed in the 2013 Rehab Plan, in accordance with the Supplemental Contribution Schedule to the Western States Office & Professional Employees Pension Fund.

Section 2. Effective July 1, 2008 through June 30, 2012, the Employer agrees to contribute to the Western States 401(k) Retirement Fund of the OPEIU fifty cents (\$0.50) for each dollar contributed by the employee up to a maximum of five percent (5%) of their deferred pay. No employee during the life of this Agreement shall suffer a reduction of Employer contribution of benefits by reason of adoption of this Agreement.

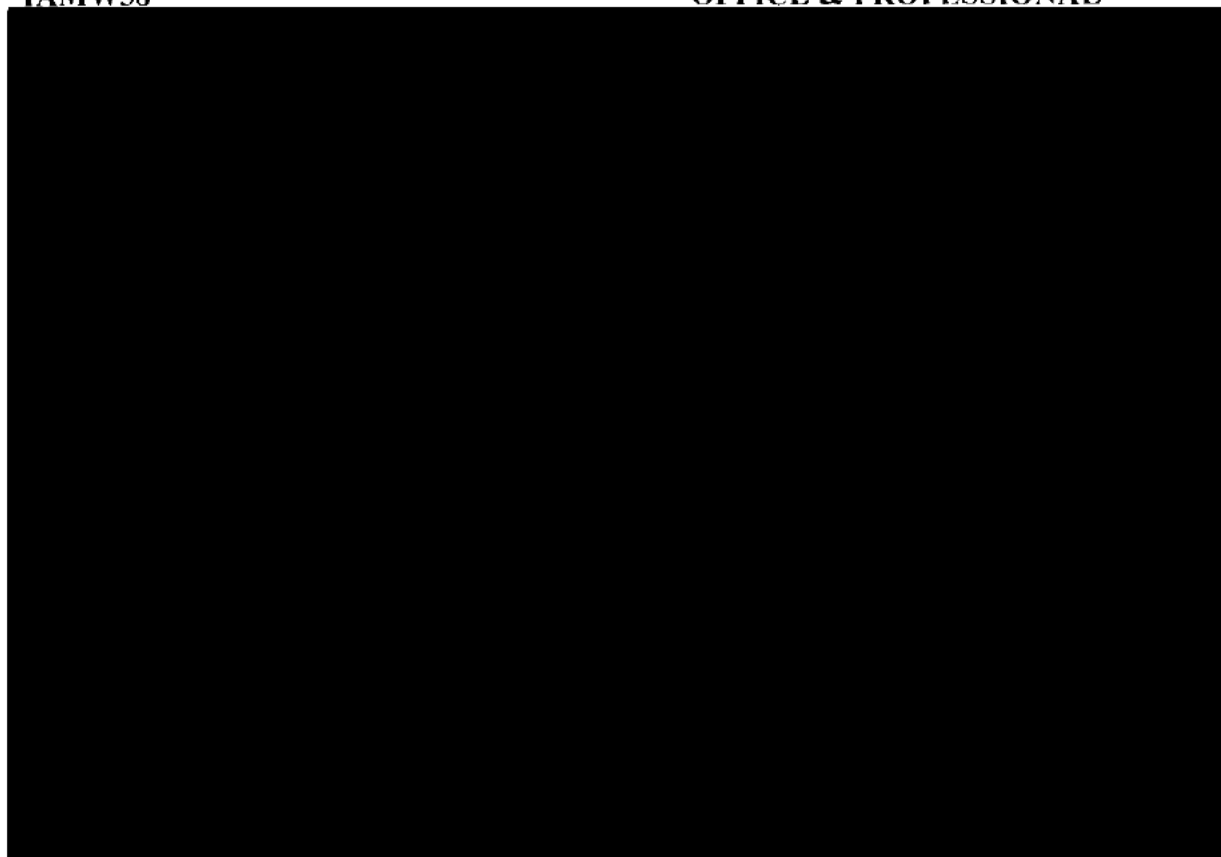
ARTICLE 25. TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from July 1, 2013 through June 30, 2017, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided, that in the event the Union serves written notice in accordance with this Article, any strike, or lockout or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contrary notwithstanding.

Agreed this 30th day of July, 2013.

IAMW38

OFFICE & PROFESSIONAL



WS 4901

Rec'd 4/17/12

waiting on CBA

MEMORANDUM OF UNDERSTANDING

between

WOODWORKERS LOCAL LODGE W-38 INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

This Memorandum of Understanding is entered into between the Woodworkers Local Lodge W-38 International Association of Machinists and Aerospace Workers (IAM W-38) and the Office & Professional Employees International Union, Local 11 and shall be in accordance with Article 13 Pensions within the Collective Bargaining Agreement.

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

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

This Memorandum of Understanding shall be pursuant to the terms and conditions of Article 21 Collective Bargaining Agreement should there be any dispute or application.

il 2012.

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

11 - 4901

**Employer
Participation
Agreement**

MAR 03 2011

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

1. Employer Information.

Name: Woodworkers Local W38
Contract Person: Brian Brehmeyer
Address: PO Box 98
City, State & Zip: Shelton WA 98584
Telephone: (360) 426-5541

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

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

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

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed: