

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

**THIRD SUSPENSION APPLICATION**

**Exhibit 15**  
**(Part 4 of 11)**

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 AND LOCAL 11 – IUPAT PAINTERS UNION'S TRADE SECTION

EXECUTED in Seattle, Washington this 19<sup>th</sup> day of November 2015.

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCALS NO. 8  
AND 11, AFL-CIO

I.U.P.A.T. PAINTERS UNIONS' TRADE  
SECTION

p:contract/proofed/painters trade section master 2015-2018 Glaziers 188.doc  
psiel#1239/afl-cio



## OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

## LETTER OF UNDERSTANDING

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

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

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

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

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

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

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

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL 8

FOR THE TRADE SECTION EMPLOYERS

By \_\_\_\_\_

Suzanne Wood  
Business Manager

\_\_\_\_\_  
Executive Secretary  
Martin Luther King Jr. County Labor  
Council

Western States Office and  
Professional Employees  
Pension Fund

Employer  
Participation  
Agreement

8-1178

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

1. Employer Information.

Name: DC 5 APPR. - TRADING TRUST  
Contract Person: SARAH SWARTHOUT  
Address: 6770 E. Marginal Way S. Bldg E  
City, State & Zip: SEATTLE, WA 98108  
Telephone: 206 762 8332

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a ~~an~~ *insert form of business*: Appr. 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): DCS Appr. - TRAVIN H TRUST

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

4 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 9 9 2011

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

WS 1178

**Employer  
Participation  
Agreement** FEB 22 2011

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

1. Employer Information.

Name: Glaziers Architectural Metal & Glassworker  
Contract Person: Peter M. Riley Union #188  
Address: 6770 E. Marginal Way S. Bldg E Rm  
City, State & Zip: Seattle, WA 98108 303B  
Telephone: 206-957-1882

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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



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

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

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

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

and Glass Workers Local Union #188

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

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

2 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

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

#### APPROVAL OF PARTICIPATION AGREEMENT

##### APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

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

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

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

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

##### APPROVED AND

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

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

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

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

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

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

2 2011

Western States Office and  
Professional Employees  
Pension Fund

Employer  
Participation  
Agreement

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

1. Employer Information

Name:

DC 5 APPR. - TRAINING TRUST

Contract Person:

SARAH SWARTHOUT

Address:

6770 E. Marginal Way S. BLDG E

City, State & Zip:

SEATTLE, WA 98108

Telephone:

206 762 8332

2. Local Information

Employer has a collective bargaining agreement with Local Union 811 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation

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



An existing Participating Employer to update Plan records.



A new Participating Employer.

Effective date of coverage: \_\_\_\_\_



A new group of Employees of an existing Participating Employer.

Effective date of coverage: \_\_\_\_\_

4. Coverage

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



Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.



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

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

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

RECEIVED  
DEC 16 2011



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

- a. Employer is a ~~an~~ *insert form of business*: Appe. 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): DC 5 Appeal - TRAVINIA Trust  
Emshing Trades Inst. NW

- 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

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

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:



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

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MASTER TRADE SECTION**

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

**FOR THE PERIOD OF**

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

## ARTICLE 15

### PENSIONS

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

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

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

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

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

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

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

**ARTICLE 22**

**TERMINATION AND RENEWAL**

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

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

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



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

8222

**Employer  
Participation  
Agreement**

MAR 17 2011

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

1. Employer Information.

Name: Greater Seattle Area Local  
Contract Person: American Postal Workers Union,  
Address: AFL-CIO  
PO BOX 48148  
City, State & Zip: Seattle, WA 98148-0148  
Telephone: \_\_\_\_\_

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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



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

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

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

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

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

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

1 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

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

**APPROVAL OF PARTICIPATION AGREEMENT**

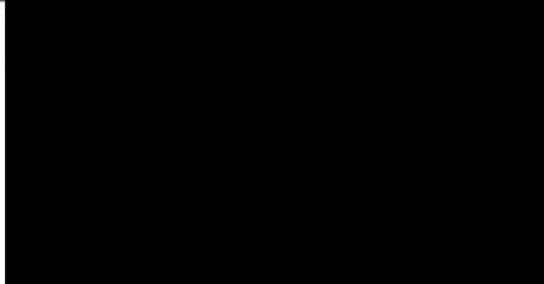
**APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER**

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:



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

CO-CHAIR SIGNATURE:

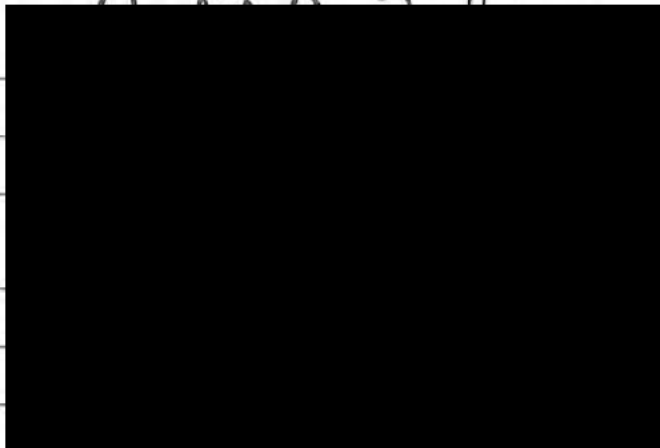
Print Name:

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 31<sup>st</sup> day of May 2011.

OFFICE AND PROFESSIONAL EMPLOYEES

FOR THE TRADE SECTION EMPLOYERS

## Trade Section Employers Participating in Western States Pension Fund

2016

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

#8133

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

#8111

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

#8222

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

#8152

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

#8155

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

#8240

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

#8181

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

#8253

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

#8109

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

#8101

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

#8255

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

#775

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

#8235

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

#8162

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

#8138

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

#8127

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

#8241

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

#8108

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

#8154

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

#8118

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

#8164

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

#8226

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

#8126

**AGREEMENT**

**Between**

**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION**

**LOCAL NO. 30**

**And**

**ZENITH AMERICAN SOLUTIONS**



**June 1, 2016 Through May 31, 2019**

of the conclusion of mediation. The parties will request a list of seven (7) qualified arbitrators and shall make their selection by exercising mutual strikes until one name remains. For the first arbitration under the term of this Agreement, the parties will toss a coin to determine who strikes first. The first strike shall then be alternated for each successive arbitration panel struck. The decision of the Arbitrator shall be final and binding upon the parties. The costs of mediation shall be equally shared by the parties. Each party shall be responsible for the preparation and presentation of their own case.

## **ARTICLE 15 - HEALTH AND WELFARE**

Section 1. Each Employee will contribute twenty percent (20%) of the monthly premium (bi-weekly) towards their Health and Welfare coverage through the OPEIU Local 30 & 537 Health & Welfare Plan. The Employer will pay the balance of these costs.

The above Health and Welfare premium sharing splits will apply up to a maximum premium increase for the employer of 8% (resuming January 1, 2014). Any amount above the eight percent (8%) shall be paid by the employee; however, if any future H&W increase exceeds 10% in a given year, the parties will work in partnership with each other to seek and secure alternative coverage.

Section 2. The Employer shall provide, at no cost to employees covered by this Agreement, Short Term Disability (STD) and Long Term Disability (LTD) programs. These are income replacement programs at 60% (STD) and 50% (LTD). Employees shall also be eligible to purchase up to 60% tax free LTD replacement benefits.

## **ARTICLE 16 - PENSION**

Section 1. The Employer agrees to contribute to the Western States Office and Professional Employee Pension Trust Fund a contribution on behalf on each employee the below listed rates per each hour worked. The contribution for probationary employees shall start on the first of the month following their three (3) month probationary period.

Effective date and contribution rate:	January 1, 2012	\$2.00
---------------------------------------	-----------------	--------

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 thirty-two (32) hours per week shall be covered by the provision of this article.

Section 4. The Memorandum of Agreement to Adopt the Rehabilitation Plan signed by the Employer on March 20, 2012, shall be incorporated into this CBA. This includes the Rehabilitation Plan Schedule and the Employer agrees to contribute to the Plan at the rates under this CBA and the applicable Rehabilitation Plan schedule. (Incorporate the Rehabilitation Plan into the CBA)

#### **ARTICLE 17 - SUBCONTRACTING**

It is recognized that the Company and the Union have a common interest in protecting work opportunities for employees covered by this Agreement and employed on a regular basis.

The Company maintains the right to subcontract unit work that is in jeopardy of assessment of penalties due to failure to meet contracted, compliance, or regulatory standards. However, the Company will not subcontract such work without first advising the Union of the decision. The Union will have an opportunity to explore and present alternative ideas providing similar cost savings or productivity enhancements as the proposed subcontracting provides. If the Company and the Union are unable to reach an agreement on the proposed subcontracting, and the Company determines that it intends to proceed with subcontracting such work out, the Company shall notify the Union and offer to meet with the Union to discuss the effects of the decision.

If the Company subcontracts bargaining unit work, the Company agrees to maintain, during the duration of the subcontracting, 100% of the number of regular, full time bargaining unit positions performing such work and employed at the time of the transfer.

Such subcontracting of bargaining unit work shall not be initiated within sixty (60) days after a layoff of an employee performing such work and will be of temporary duration not to exceed more than (twelve) 12 months.

#### **ARTICLE 18 - BONDING**

When the Employer requires a Fidelity Bond on an employee, the premium of said bonds shall be paid by the Employer.

#### **ARTICLE 19 - TECHNOLOGICAL CHANGES**

Section 1. In the event of proposed technological changes, such as the introduction of data processing equipment, software, computers or other automated machines into the office, the Employer agrees to discuss such changes with the Union Representative before such changes are made.

Section 2. Notice of jobs created by the introduction of such equipment shall be posted on the bulletin board of the Employer. This notice will remain on the bulletin board for two (2) working days and will include the job title, labor group classification,

however, that the Employer will give the Union timely notice of any such claim and an opportunity to defend it.

### **ARTICLE 23 - 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 24 – UNION BULLETIN BOARD**

The Employer shall provide a Union Bulletin Board to be posted regarding non-controversial Union business (i.e., meetings, charity drives, money raising campaigns, etc.) Such notices must be approved by the Office Manager before posting.

### **ARTICLE 25-SEVERABILITY**

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

### **ARTICLE 26-NO STRIKE/NO LOCKOUT**

During the term of this Agreement there shall be no strike or lockout. No employee shall engage in and neither the Union nor any employee shall induce, encourage or incite any employee to engage in any form of strike, work slowdown, work stoppage or any other form of disruption of work. The Union shall take all reasonable and/or appropriate steps to cause any employee who engages in conduct in violation of this provision to cease such conduct. No employee shall refuse to cross a picket line established by any labor organization if such refusal would result in the employee's failing to perform work for the Employer hereunder.

Any dispute under this Agreement, or any dispute resulting in conduct volatile of the preceding paragraph, whether such dispute is "under" this Agreement or not, shall be subject to the provisions of Article 14 – Grievance and Arbitration Procedure, of this Agreement. Such dispute is otherwise excluded from this Agreement.

### **ARTICLE 27-DURATION**

This Agreement shall be in full force and effect on June 1, 2016, through and including the 31<sup>st</sup> of May 2019, and shall be automatically renewed from year to year unless the Union or signatory Employer serves upon the other a ninety (90) day written notice of desire to modify, amend or



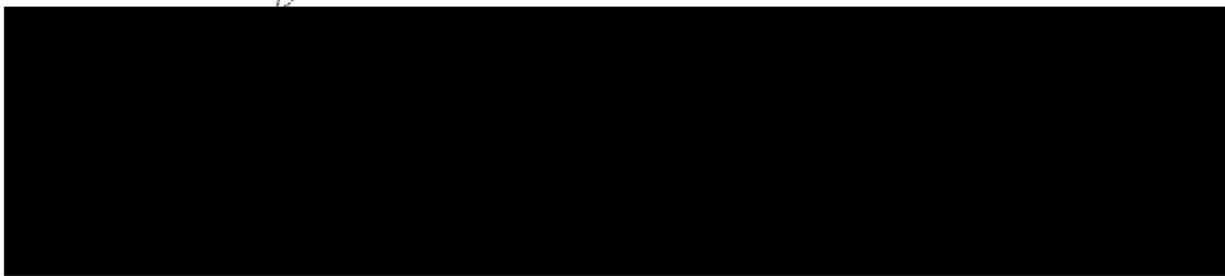
terminate this Agreement prior to the 31<sup>st</sup> of March, 2019 . If agreement upon such amendments or modifications is not reached before the 31<sup>st</sup> day of May 31, 2019, negotiations shall continue until such time as either party gives the other party a final notice of termination of the Agreement. Such termination shall not be effective until ten (10) working days after the final notice of termination of the Agreement has been received in writing by the party so notified.

ARTICLE 28 -TOTALITY OF AGREEMENT

The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly, waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

On behalf of OPEIU Local 30:

On behalf of Zenith American Solutions:



Healthy plan  
Services Inc.

Western States Office and  
Professional Employees  
Pension Fund

30  
WS0785  
HPS, Inc.

Employer  
Participation  
Agreement

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

1. Employer Information.

Name: American Benefits Plan Administrators, Inc.  
Contract Person: Michael Burda  
Address: 3501 Frontage Rd.  
City, State & Zip: Tampa, FL 33607  
Telephone: (813) 289-1000 x 2024

2. Local Information.

Employer has a collective bargaining agreement with Local Union 30 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): American Benefit Plan Administration Inc

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

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

8 employees covered by the collective bargaining agreement; and

           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.

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- 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: \_\_\_\_\_

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AUG 18 2011

WS 0785  
Health Plan

# MEMORANDUM OF UNDERSTANDING

Between

Office and Professional International Employees Local #30

And

Zenith American Solutions, Inc.

## AGREEMENT TO ADOPT REHABILITATION PLAN

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

Parties: Office and Professional International Employees Local #30, the "Union;  
and  
Zenith American Solutions, Inc., the "Employer"

Effective Date: March 1, 2012

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

EMPLOYER APPROVAL

UNION APPROVAL



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

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MASTER TRADE SECTION**

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

**FOR THE PERIOD OF**

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



## ARTICLE 15

### PENSIONS

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

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

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

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

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

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

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

**ARTICLE 22**

**TERMINATION AND RENEWAL**

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

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

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





Western States Office and  
Professional Employees  
Pension Fund

Employer  
Participation  
Agreement

WS 8240

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

1. Employer Information.

Name: Hod Carriers + General Laborers Local 242  
Contract Person: Dale W. Cannon  
Address: 2800 - 1st Ave., Room 50  
City, State & Zip: Seattle, WA 98121  
Telephone: 206-441-0470

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: \_\_\_\_\_

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4. Coverage.

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

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

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

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

a. Employer is a (insert form of business): Laborers 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): Handcarriers and General Laborers Local 242

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

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

2 employees covered by the collective bargaining agreement; and

                     employees who are not covered by the collective bargaining agreement.

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

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

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

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

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

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

#### APPROVAL OF PARTICIPATION AGREEMENT

##### APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE

Print Name:

Title

Date Signed:

APPROVED

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

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OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

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

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

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

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

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

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

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

OFFICE AND PROFESSIONAL EMPLOYEES

FOR THE TRADE SECTION EMPLOYERS



## Trade Section Employers Participating in Western States Pension Fund

2016

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

#8133

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

#8111

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

#8222

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

#8152

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

#8155

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

#8240

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

#8181



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

#8253

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

#8109

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

#8101

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

#8255

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

#775

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

#8235

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

#8162

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

#8138

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

#8127

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

#8241

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

#8108

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

#8154

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

#8118

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

#8164

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

#8226

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

#8126

**AGREEMENT**

*Between*

**SEA-LOGIX, LLC**

*And*

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

**November 9, 2014 – November 9, 2017**





## **Article XII – Health, Welfare and Pension**

### **1. Pension:**

- A. The Employer agrees to contribute into a Trust Fund known as Western States Office & Professional Employees' Pension Fund, for the account of each eligible employee working under this Agreement, the sum of four dollars and fifty-six cents (\$4.56) per hour for all hours paid (excluding overtime). All regular employees are eligible for participation from date of hire.
- B. The Employer shall pay contributions on behalf of each bargaining unit employee as defined in the incorporated rate of the Supplemental Employer Contribution Schedule, as defined by the Trustees of the Pension Plan. Effective November 1, 2012, the Employer adopted the Supplemental Contribution Schedule.

### **2. Health & Welfare**

- A. The Employer shall pay into the Local 29 Benefit Trust, the cost of \$1,672.00 per month for each regular employee working under this Agreement, effective upon ratification. The Employer agrees to pay the premium of each employee and her/his dependents for the Office and Professional Employees Welfare Plan, which includes Comprehensive Medical or HMO, Dental Plan C, Life Insurance of twenty thousand dollars (\$20,000), Vision Care B, Prescription Drug and Orthodontia.

- B. Upon ratification the Employees will pay 10% of the total premium. (\*)

Effective January 1, 2016, the Employees will pay 10% of the total premium.

Effective January 1, 2017 the Employees will pay 10% of the total premium.

- The Employer will allow members to elect as a group, to divert a portion of their 6% contribution toward the employee's portion of healthcare coverage.
- C. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of three (3) months after contributions for any employees not receiving contributions or the Trust Fund disability benefit begins.

The Employer shall provide life insurance in the amount of two (2) times the annual base salary for active employees at no cost to the employee.

All employees covered by the Collective Bargaining Agreement shall have the right to purchase Supplemental Life Insurance through the Employer at group rates at the employee's expense.

Short Term Disability benefits shall apply under this Agreement and in accordance with applicable state law.

#### **Short Term Disability (STD) Salary Continuation Benefits Program**

The purpose of the program is to provide an additional income benefit to complement SDI for employees during an approved leave or when partially disabled and working in a reduced schedule and meet the qualifications to continue to receive STD benefits.

- A. **Eligibility:** Regular employees are eligible for coverage. STD eligibility begins on their first day of work. To receive STD benefits under this program, the employee must be on an approved medical leave of absence and have submitted a completed STD Claim Form. Details regarding the benefits and terms of coverage are outlined in the Human Resources Policy - Short Term Disability Program.

#### **B. Benefits provided:**

- 1. STD is a supplemental wage replacement benefit provided to the employee in the event of total and continuous disability up to two-thirds of their normal gross earnings when integrated with SDI, WC or SS.
- 2. STD benefits may include salary continuance for employees who are temporarily and partially disabled. The benefit is integrated with any SDI or WC TTD benefits and any pay received from light duty work.

#### **Article XXIII – Training**

The parties agree that the employees will maintain skills and abilities to meet the changing needs of our business. In order to achieve this, we believe that it is necessary to provide ongoing training. This training can be done through several resources, i.e. cross training in other classifications, multimedia training within Sea-Logix, LLC sponsored courses, and external, training such as vocational/business schools, colleges and universities.

#### **Article XXIV – Job Preservation**

The Employer and Union agree that prior to implementation of any reduction in force of employees, the Employer shall notify the Union so that the parties can bargain over the impact of any such reduction.

#### **Article XXV – Rights of Management**

All the usual inherent and fundamental rights of Management that the Employer had prior to the execution of this Agreement shall continue to be vested in the Employer except those specifically abridged herein.

#### **Article XXVI – Successors**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, sale of assets, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever hereto.

#### **Article XXVII – Term**

This agreement shall be and remain in full force and effective until 12:00 p.m., the 9th day of November, 2017, and shall continue in full force and effect from year to year thereafter unless either party gives notice in writing to the other at least sixty (60) days prior to the expiration date, or of any extension thereof, of its desire to terminate or modify this Agreement; and if modification is desired, such notice shall summarize such modification.

Should one of the parties terminate the Agreement by giving notice in writing to the other at least sixty (60) days prior to the expiration date of November 9, 2017, or any extension thereof, the Employer has the option to submit its final offer to the Union ten (10) days or more prior to the November 9 expiration date. If the Employer has exercised its option, the Union will, at least ten (10) days prior to the November 9th expiration date, mail the Employer's offer to all employees covered by the Master Agreement for ratification.

The Union and the Company agree that all existing side letter shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their duly authorized representatives.

AND SEA-LOGIX, LLC

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

WS 0554

4

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

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

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

**AGREEMENT TO ADOPT REHABILITATION PLAN**

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

Parties: OPEIU Local 29, the "Union; and  
Horizon Lines, the "Employer"

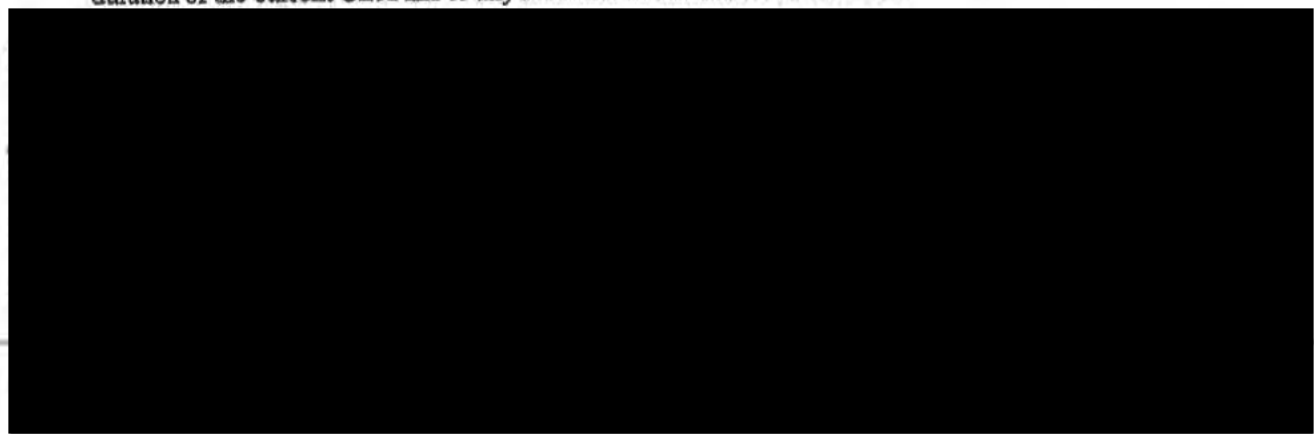
The Union and the Employer hereby agree to amend their Collective Bargaining Agreement as follows:

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

Effective Date: Nov. 1, 2012

Check applicable line: X Rehabilitation Plan Schedule  
\_\_\_\_\_ Default Rehabilitation Plan Schedule

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



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

WS 0554

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name: Horizon Lines  
Contract Person: MARK BLANKENSHIP  
Address: 4064 Colony Jkld, Ste 200  
City, State & Zip: Charlotte NC 28211  
Telephone: (704) 973-7041

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: \_\_\_\_\_

\* SEE ATTACHED  
SCHEDULE A

4. Coverage.

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

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

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

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

- 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:

Formerly w/ Local 319  
Now Local 30 WS 0559

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JUL 16 2015

**AGREEMENT  
BETWEEN**

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE  
WORKERS OLD PUEBLO LODGE NO. 933  
TUCSON, ARIZONA**

**and**

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL  
UNION LOCAL NO. 30  
TUCSON, ARIZONA**



**FEBRUARY 1, 2014 THROUGH JANUARY 31, 2017**



2. Payment of premiums shall be paid directly to provider before the tenth of each consecutive month to insure continued coverage under the health and welfare plan.

## **ARTICLE XVII - WEEKLY DISABILITY BENEFIT**

1. Effective February 1, 2001, the Employer shall pay 50% of weekly wages for permanent full time employees and 50% of prorated weekly wages according to hours regularly worked for regular permanent part-time employees, to an employee who becomes totally disabled up to a maximum of thirteen (13) weeks.

In order to qualify for this benefit, the following rules shall apply:

- a. The employee must be under the care of a physician.
- b. Disabled because of non-work related disease or injury
- c. Not receiving regular wages, disabled employee shall have used all accumulated sick days earned.
- d. Not be disabled because of narcotics.

Benefits will start with the first day of disability due to injury, or on the eighth day if the disability is due to illness. However, if employee is hospitalized for at least twenty-four (24) hours due to illness or injury, benefits will start on that day, even if the employee has been disabled less than eight (8) days.

2. Successive disability periods separated by less than two (2) weeks of continuous active full time work will be considered one period of disability, unless the illness or injury is unrelated to the previous disability.

3. A physician's report must be filed with the Employer in order to claim these benefits.

## **ARTICLE XVIII - UNEMPLOYMENT INSURANCE**

The Employer shall provide unemployment insurance coverage for all employees through the Arizona Department of Economic Security.

## **ARTICLE XIX - INDUSTRIAL INSURANCE**

The Employer shall provide industrial insurance coverage for all employees through the State Compensation Fund of Arizona.

## **ARTICLE XX - PENSION PLAN**

1. The Employer agrees to contribute to the Western States Office and Professional Employees Pension Trust fund, a contribution on behalf of each regular full time and part-time employees' in the following amounts:

Effective February 1, 2010 - \$2.32 per hours paid

2. The Employer agrees to make contributions in accordance with the above for new employees after the probationary period has been served.
3. 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.
4. Upon retirement, an employee shall be paid a retirement bonus of fifteen dollars (\$15.00) for each year of service.

## **ARTICLE XXI - SENIORITY**

1. Newly hired employees shall be considered on a trial basis for a period of ninety (90) days from the date of hiring. At the close of the probationary period, the employee shall be considered a regular employee or regular part-time employee, and shall be entitled to contract benefits as specified in this Agreement. Upon completion of their ninety (90) day probationary period, seniority shall be effective as of the original day of employment.
2. There shall be no responsibility for reemployment of probationary employees if they are laid off or discharged during the probationary period.
3. Seniority shall mean length of continuous service with the Employer and shall be cumulative on an office wide basis.
4. An employee shall lose all seniority rights for any one or more of the following reasons:
  - A. Voluntary resignation
  - B. Discharge for sufficient and reasonable cause.
  - C. Failure to return to work within 5 working days after being recalled by registered mail, return receipt requested, unless due to actual illness or accident. (The Employer may require substantiating proof of illness or accident.)
  - D. Layoff for a continuous period of more than five (5) years.

## **ARTICLE XXII - PROMOTIONS, DEMOTIONS AND TRANSFERS**

1. Promotion is hereby defined as a move from a lower labor grade to a higher labor grade. It is the intention of the Employer to fill job vacancies from within, before hiring new employees, providing employees are available with the necessary qualifications to fill the vacant position.
2. Promotion shall be made on the basis of seniority and qualifications.
3. An employee who is promoted to a higher position shall receive twenty (20c) cents per hour less than the rate of the new job classification. All employees so promoted shall be placed on the higher rated job for a probationary period of thirty (30) days. In the event such promoted employee successfully passes the thirty day probationary period, that employee shall receive

## ARTICLE XXIX - TERMINATION AND RENEWAL

All terms and conditions of this Agreement shall take effect upon the signing of this agreement, and shall be retroactive to February 1, 2014 and shall remain in effect through **January 31, 2017**, and shall continue in effect from year to year thereafter, unless either party gives notice in writing at least sixty (60) days prior to any expiration or modification date of its desire to terminate or 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, and other provisions to the contrary notwithstanding.

**INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE  
WORKERS OLD PUEBLO LODGE 933  
TUCSON, ARIZONA 85713**

**OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 30  
750 S. Tucson Blvd.  
TUCSON, ARIZONA 85716**

\_\_\_\_\_  
Lois J. Martinez,  
Directing Business Representative

\_\_\_\_\_  
Rosalinda L. Rae, Lead Steward  
Negotiating Committee

\_\_\_\_\_  
Leigh A. Peterson, President

\_\_\_\_\_  
Elvira V.M. Acosta, Steward  
Negotiating Committee

\_\_\_\_\_  
Valarie D. Maldonado, Secretary/Treasurer

\_\_\_\_\_  
Walter Allen Jr., Executive Director/CFO  
6136 Mission George Rd. Suite 214  
San Diego, CA 92120

Dated: January 25, 2014



MS 0559

LETTER OF ADDENDUM

Between

International Association of Machinists and Aerospace  
Workers Old Pueblo Lodge No. 933

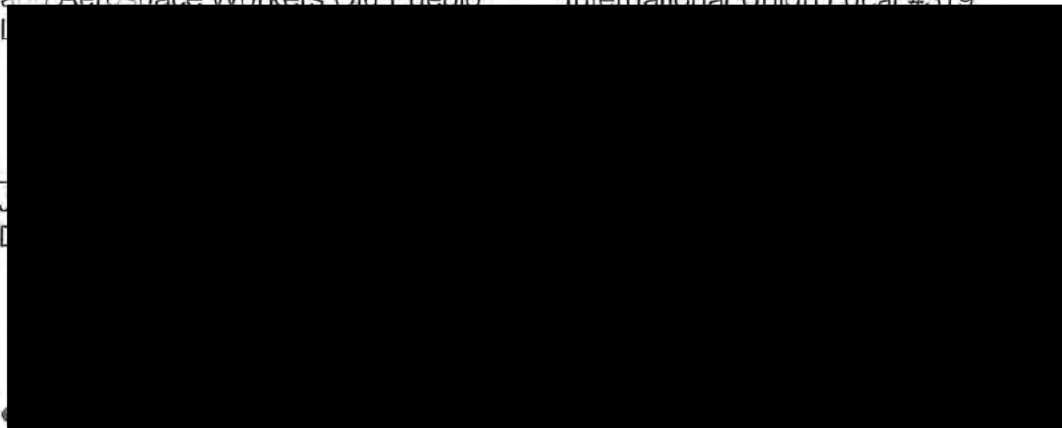
and

Office and Professional Employees International Union Local #319

It is hereby mutually agreed that effective February 1, 2011 the International Association of Machinists and Aerospace Workers Old Pueblo Lodge No. 933 hereby adopts the Western States Office & Professional Employees Pension Trust Updated Rehabilitation Plan schedule.

This Agreement reached this 8<sup>th</sup> day of August 2011 by and between the parties.

International Association of Machinists      Office and Professional Employees  
and Aerospace Workers Old Pueblo      International Union Local #319



Phoenix, AZ  
AFL CIO

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

FEB 14 2012  
ENTERED

**Employer  
Participation  
Agreement**

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05501  
319

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

1. Employer Information.

Name: IAMAW LOCAL LODGE 993  
Contract Person: JAMES E. WATSON, DBR  
Address: 369 W. AJO WAY  
City, State & Zip: TUCSON, AZ 85713  
Telephone: (520) 294-7696

2. Local Information.

Employer has a collective bargaining agreement with Local Union 319 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

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

☒ An existing Participating Employer to update Plan records.

☐ A new Participating Employer.

Effective date of coverage: \_\_\_\_\_.

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

Effective date of coverage: \_\_\_\_\_.

4. Coverage.

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

☒ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

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

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

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



- c. Upon approval by the Board, ~~this application~~ <sup>FEB 14 2012</sup> 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: J

Title: DR

Date Signed: 2

**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: \_\_\_\_\_



WS8149



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

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

AEROSPACE MACHINISTS INDUSTRIAL DISTRICT LODGE NO. 751

AND

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

FOR THE PERIOD OF

JUNE 1, 2013 THROUGH MAY 31, 2017

Section 14.4 FEDERAL OR STATE PROGRAM. If, during the term of this Agreement, there is established by Federal or State Government a program that affords to employees covered by this Agreement similar benefits (such as but not limited to medical-surgical-hospital benefits and dental benefits) to those that are afforded by this Agreement, or implements changes to tax regulations applicable to these benefits, the parties mutually agree to a reopener of Article 14 to meet and discuss possible changes.

Section 14.5 If, during the term of this Agreement, an increased contribution rate is necessary to maintain any of the present benefit schedules of the program enumerated in this Article, the Employer will pay the increased contribution rate.

## ARTICLE 15

### PENSIONS

Section 15.1 OPEIU 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.

Effective September 1, 2013, the Employer shall contribute the following amounts per hour into the Western States Office and Professional Employees Pension Fund not to exceed forty (40) hours in any week:

Group 5	\$6.83 per hour ( <del>\$3.63</del> plus \$3.20 for the required 78% supplemental contribution as defined by the fund's rehabilitation plan)
Group 7	\$7.06 per hour (\$3.86 plus \$3.20 for the required 78% supplemental contribution as defined by the rehabilitation plan)
Group 8	\$7.18 per hour (\$3.98 plus \$3.20 for the required 78% supplemental contribution as defined by the rehabilitation plan)
Group 9	\$7.30 per hour (\$4.10 plus \$3.20 for the required 78% supplemental contribution as defined by the rehabilitation plan)

Effective June 1, 2014, the Employer shall contribute the following amounts per hour into the Western States Office and Professional Employees Pension Fund not to exceed forty (40) hours in any week:

Group 5	\$6.91 per hour (\$3.63 plus \$3.28 for the required 80% supplemental contribution as defined by the fund's rehabilitation plan)
Group 7	\$7.14 per hour (\$3.86 plus \$3.28 for the required 80% supplemental contribution as defined by the rehabilitation plan)
Group 8	\$7.26 per hour (\$3.98 plus \$3.28 for the required 80% supplemental contribution as defined by the rehabilitation plan)

Group 9        \$7.38 per hour (\$4.10 plus \$3.28 for the required 80% supplemental contribution as defined by the rehabilitation plan)

Section 15.2 Said contribution shall be made to the Western States Office and Professional Employees Pension Fund in the manner as set forth in the Trust Agreement of said Trust.

Section 15.3 IAM NATIONAL PENSION FUND. 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 trustees of the IAM National Pension Fund.

Effective September 1, 2013, the Employer shall contribute \$0.20 per hour not to exceed forty (40) hours in any week to the IAM National Pension Fund.

Effective June 1, 2014, the Employer shall contribute \$0.25 per hour not to exceed forty (40) hours in any week to the IAM National Pension Fund.

Effective June 1, 2015, the Employer shall contribute \$0.30 per hour not to exceed forty (40) hours in any week to the IAM National Pension Fund.

Effective June 1, 2016, the Employer shall contribute \$0.35 per hour not to exceed forty (40) hours in any week to the IAM National Pension Fund.

Section 15.4(a) OPEIU SUPPLEMENTAL RETIREMENT PLAN. 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 Retirement Plan.

Section 15.4(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 Plan. The Employer agrees to transmit the amounts withheld from such employee's 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. 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 for the remainder of this Agreement following the election. However, for the purposes of determining any other amounts under this Agreement based upon wage level, the original amount described in the Salary Schedule shall apply.

The Employer agrees to provide employee information as may be needed by the administrator of the Plan.

Western States Office and  
Professional Employees  
Pension Fund

*I Sent this  
one Too*

Employer  
Participation  
Agreement

The undersigned Employer hereby  
Western States Office & Professional Employees  
as a Participating Employer to the Plan as provided in this Agreement.

trustees ("Board") of the  
("Plan") for participation

1. Employer Information.

Name: IAMAW District Lodge 751  
Contract Person: Laura Williams  
Address: 9125 15th Pl. So.  
City, State & Zip: Seattle, WA 98108  
Telephone: (206) 764-0313

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.

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

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3. 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): Aerospace Machinists Industrial District Lodge 751

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

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

15 employees covered by the collective bargaining agreement; and

40 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: \_\_\_\_\_

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WS 0678

AGREEMENT BETWEEN

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS,  
DISTRICT LODGE 776, AFL-CIO

and

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION  
LOCAL 277, AFL-CIO

Effective: June 4, 2012

PREAMBLE

The purpose of this Agreement is to promote the harmonious relationship between the Employer and its employees, to establish rates of pay, hours of work, classification and other conditions of employment. The term "employee" shall include all hourly rated office personnel of the Aeronautical Industrial District Lodge 776 of the International Association of Machinists and Aerospace workers. The Employer and the Union agree problems arising within the ranks of organized labor shall be settled within the confines of the labor movement. It is also agreed that the Employer and the Union have mutual interest since they are both part of the American Labor Movement. Both parties to this agreement shall feel free to call upon one another for advice and assistance in all matter relating to organized labor.

ARTICLE ONE  
AGENCY CLAUSE

Membership in the Union is not compulsory. Employees have the right to join or not to join as they see fit. Membership in the Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Union is required under the Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union. Accordingly, it is fair and equitable that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefit contained in this Agreement.

Therefore, each employee who does not voluntarily acquire and maintain membership in the Union shall be required, as a condition of employment, beginning on the thirty-sixth (36th) day following the beginning of each employment, or the date of the Agreement, whichever is lesser, to pay to the Union each month a service charge or

year. (However, this can be extended by Mutual Agreement between the Employer and the Union.)

Section 2. When absent because of being subpoenaed as a witness in Court provided the employee is not subpoenaed as a witness against District Lodge 776, the employee shall receive pay for such time lost at the employee's applicable rate of pay.

Section 3. An employee appointed to serve as Judge or Clerk of an election in the National, State, County, District or Municipal Elections shall be excused for such absence at the employee's applicable rate.

Section 4. An employee shall be granted reasonable time off to vote in any of the elections set forth above, but such time shall not exceed **one (1) hour** and such time lost shall be paid for at the employee's applicable rate of pay provided the employee shows the immediate supervisor evidence of the employee's voting.

#### ARTICLE SEVENTEEN COST OF LIVING

The cost of living provisions, as set forth in the Agreement between Aeronautical Industrial District Lodge 776 and Lockheed Martin Aeronautics Company, shall be guaranteed to the employee covered by this Agreement.

#### ARTICLE EIGHTEEN EDUCATIONAL, TRAINING, NEW TECHNOLOGY

Whenever it becomes necessary and determined training is necessary to qualify employee(s) to perform the new or changed work resulting from new technology, i.e. new computer programming, new accounting programs, new office machinery, etc, the

most senior employee(s) in the classification will be offered the training and/or the opportunity for training. Employees outside the classification for which training educational processes is offered will not be considered until all employees within the classification has been offered the training/or opportunity for training.

#### ARTICLE NINETEEN PENSION PLAN

Effective May 1, 2006, the Employer shall contribute sixty (\$60.00) per week for each employee to Western States Office & Professional Employees Pension Plan with the understanding that overtime will not accelerate. This contribution on the part of the Employer (\$60.00 per week) shall continue in full force and like manner for the duration

Article Nineteen - Pension Plan (continued)

of this agreement. The Union and the Employer mutually agree to re-open negotiations when deemed necessary for Article Nineteen, Pension Plan only; no other Articles of the current collective bargaining will be re-opened.

The Employer will be exploring aspects of other pension plan (s) prior to a mutually agreed to re-opening.

ARTICLE TWENTY  
DURATION

Section 1. This agreement shall become affective **June 4, 2012** and shall remain in force until **July 17, 2016**. At the end of said period and at the end of each yearly period thereafter, this agreement shall be renewed automatically for a period of one (1) year unless either party gives written notice of desire to terminate or amend same at least sixty (60) days prior to the renewal date.

Section 2. During negotiations this agreement shall continue in full force until a new Agreement has been obtained and any additional benefits negotiated shall be made retroactive to the expiration date of the Agreement.

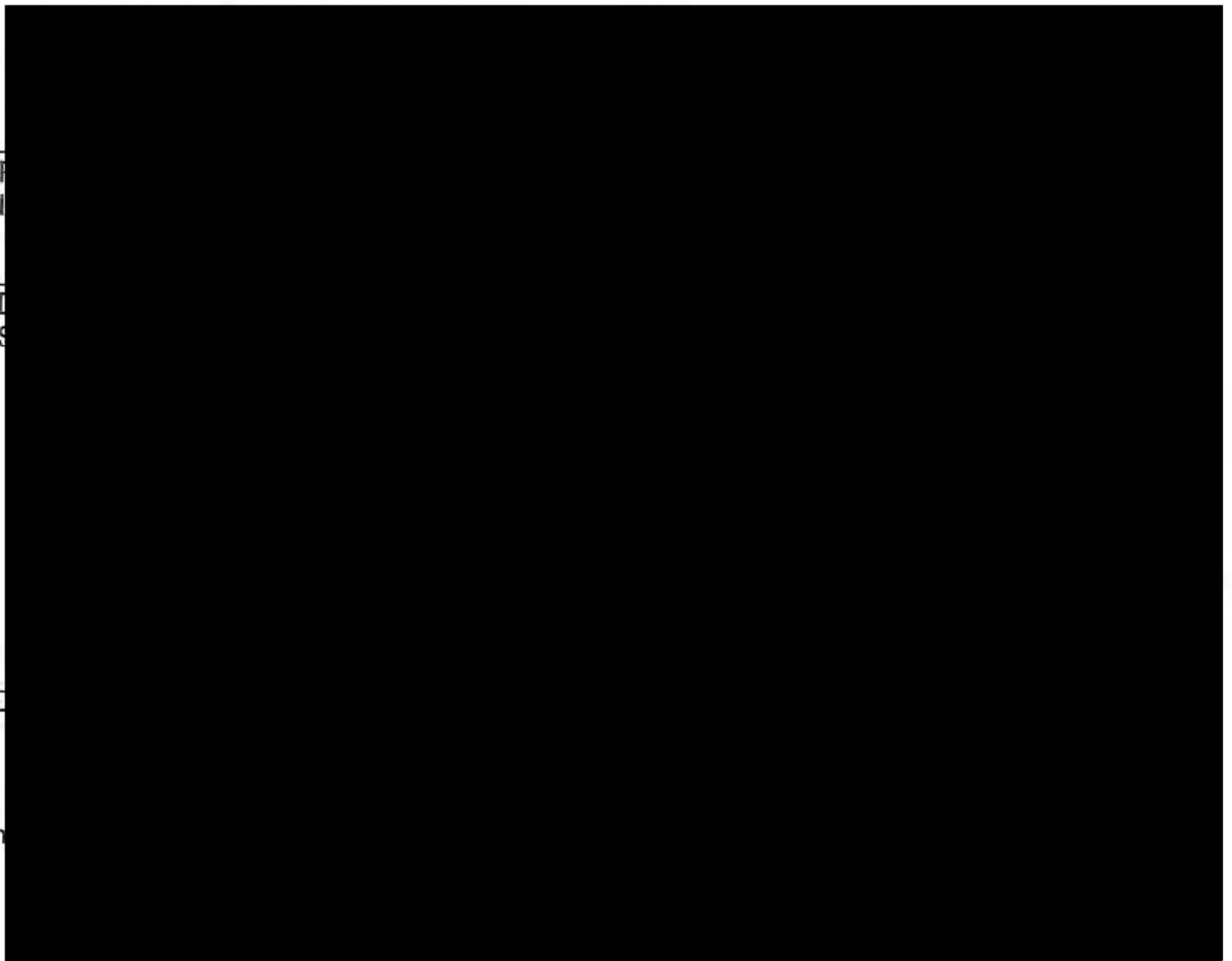
Section 3. This agreement supersedes and renders void all previous agreements, whether written or oral, between the parties hereto.

Section 4. It is agreed between the parties that should any change occur in the structure of the organization of the Employer, this Agreement shall be assigned to and be binding on the successor of District Lodge 776, International Association of Machinists and Aerospace Workers, AFL-CIO.

Article Twenty - Duration, Section 4 (continued)

In Witness Whereof, the parties hereto have hereunto set their hands and seals on this

4<sup>th</sup> day of June 2012.



OP 277  
WS  
0678

District Lodge 776 IAM-AFL  
7711 CURFORD  
St  
Ft Worth, TX  
76108

**MEMORANDUM OF UNDERSTANDING**

**Between**

**International Association of Machinists  
& Aerospace Workers, District Lodge 776**

**And**

**Office & Professional Employees International Union Local 277,  
AFL-CIO**

**AGREEMENT TO ADOPT REHABILITATION PLAN**

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

Parties: Office & Professional Employees International Union Local 277, AFL-CIO, the "Union", and International Association of Machinists & Aerospace Workers, District Lodge 776, the "Employer"

Effective Date: June 4, 2012

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:  
  
Check applicable line:        X   Rehabilitation Plan Schedule  
  
   Default Rehabilitation Plan Schedule
2. The Employer agrees to contribute 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.

For the Union: [Redacted Signature]

For the Employer: [Redacted Signature]

Opers 277  
aflcio



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

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name: IAM District Lodge 776  
Contract Person: David Hardison  
Address: 7711 Clifford St  
City, State & Zip: Ft. Worth TX 76108  
Telephone: 817-246-2444

FEB 22

2. Local Information.

Employer has a collective bargaining agreement with Local Union 277 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

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

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

4. Coverage.

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

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

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



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

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

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

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

c. Employer elects to participate in the Plan as a contributing employer. District Lodge 776 IAM FAW.

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

7 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

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

#### APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY EMPLOYER

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

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

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

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

APPROVED AND ACCEPTED BY CO-CHAIR

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

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

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

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

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

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

# **COLLECTIVE BARGAINING AGREEMENT**

by and between

**OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL #5, AFL/CIO**

and

**TRADE UNION OFFICES NEGOTIATING COMMITTEE**

on behalf of

Denver Firefighters Local #858

Denver Theatrical Stage Employees  
Union Local #7

IAMAW Local Lodge 1886



May 1, 2015

to and including

April 30, 2018

## **ARTICLE 22 – PENSION**

- 22.1** Effective May 1, 2015 the Employer agrees to contribute to the Western States Office and Professional Employees Pension Fund a contribution of one dollar and fifty cents (\$1.50) per straight time hour, on behalf of each employee. The bargaining unit employees (by individual office) may elect to put any amount of their negotiated wage rate into pension.
- 22.2** The Employer contributions, as provided herein, shall be made on eligible employees on the effective date, except for the employees serving their thirty (30) day probationary period. The contributions for probationary employees shall start on the first of the month following the thirty (30) day probationary period. This shall apply to all employees not presently covered by another pension plan which is Employer paid.
- 22.3** If an employee is injured on the job, the Employer shall continue to pay the required contributions for a period of three (3) months following the end of the month in which the injury occurs. The Employer shall continue payments for a minimum of ten (10) days for any employee on sick leave up to the maximum accumulated by the employee.
- 22.4** Regular or part-time employees who work seventy (70) or more hours per month shall be covered by the provisions of this Article. This shall not apply to extra help covering for vacation periods, or sick leave which does not exceed thirty (30) days.
- 22.5** The Employer agrees that if the employee chooses, they will withhold the employee contribution to the 401K plan set up by OPEIU #30. The employee may contribute at least 5%, but not more than 25% of his/her gross salary to this plan. FICA and Medicare taxes will be withheld but these contributions will not be subject to Federal and State taxes. The employee shall bear any administrative fees.
- 22.6** Effective with the May, 2012 hours paid, all of the Employers, who have not already done so, agree to adopt the Pension Rehabilitation Plan and to contribute on behalf of each employee the contribution amount listed in the Updated Supplemental Contribution Schedule provide by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the Contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in Article 22.1.

- 30.2** The Employer will use its best effort to hold in private any discussion of discipline of an employee or of deficiencies in the employee's performance.
- 30.3** The employees agree to perform their duties, timely and in an appropriate and professional style and form.
- 30.4** If a discussion with an employee is to be considered to be a disciplinary discussion, the employee will be told in advance so said employee can be afforded Union representation if he/she so desires.

#### **ARTICLE 31 – VOTE**

- 31.1** Employees who are eligible and registered to vote shall receive one (1) hour with pay to vote provided they have given twenty-four (24) hours notice.

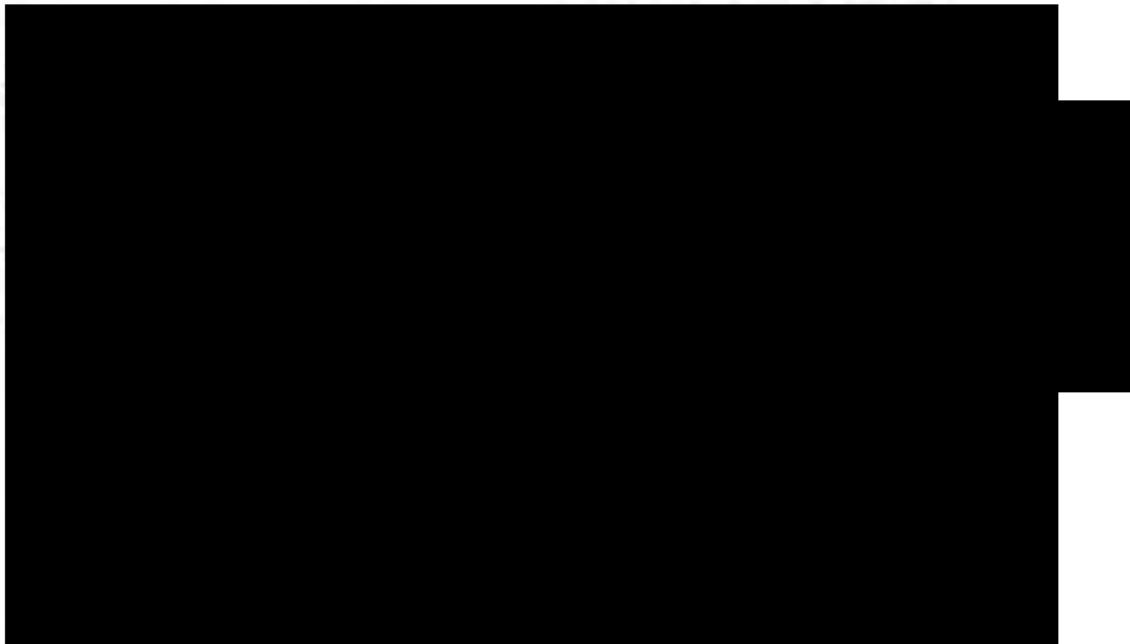
#### **ARTICLE 32 – TERM OF AGREEMENT**

- 32.1** This Agreement shall be in full force and effect from the first day of May, 2015 to and including the thirtieth (30<sup>th</sup>) day of April 2018, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

- (A) If either party elects to terminate the Agreement, such party shall, on a date not less than sixty (60) days, nor more than ninety (90) days prior to expiration date of the Agreement, give written notice to the other party of intention to terminate, and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
- (B) If either party elects to change any of the provisions of the Agreement, such party shall, on a date not less than sixty (60) days nor more than ninety (90) days prior to the expiration date of the Agreement, given written notice to the other party.
- (C) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice, which time may be extended by mutual agreement.
- (D) This Agreement constitutes the entire contract between the two parties. Memorandums of Understanding relating to individual offices may be negotiated as separate from this master Agreement. Memorandums of Understanding will

not convey any contractual rights not specifically stated in that Memorandum of Understanding. Any signed Memorandums of Understanding will be forwarded to the Trade Union Offices and employees.

- (E) It is also expressly understood that any and all notices to open the agreement will be sent to all signatory employers individually.



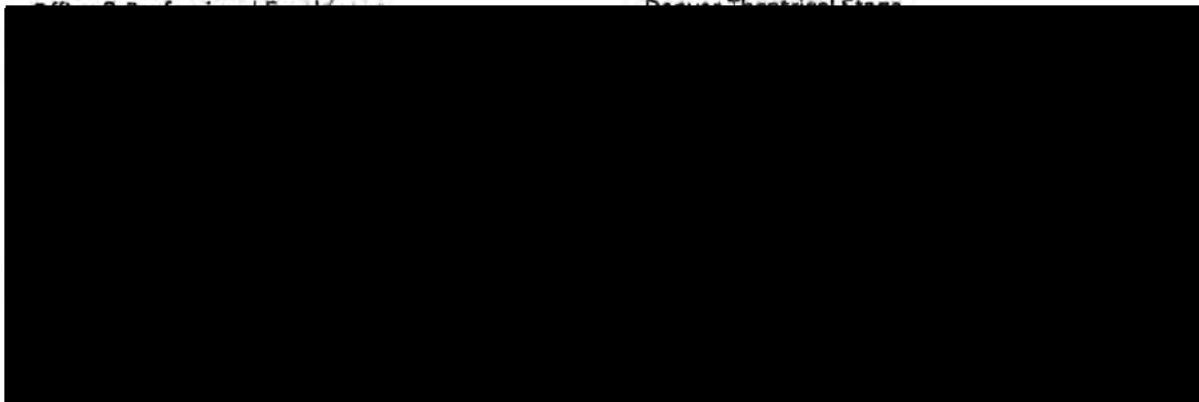


Memorandum of Understanding  
By and between  
IATSE (Employer) and  
OPEIU Local 30 (Union)

It is hereby agreed and understood by the parties that the collective bargaining agreement by and between Office and Professional Employees International Union Local 30 (union) and IATSE (employer), dated February 29, 2015 be amended as follows:

Bargaining unit members shall have the option to opt out of health plan coverage upon proof of coverage obtained from another source. The monthly premium that would be paid by the employer for health care (90% of the current health care premium) will instead be contributed to the employees 401(k) account provided by the union.

It is understood that, if the member so chooses they will be allowed to reenroll in the health plan and the employer will commence paying their 90% payment to the OPEIU Locals 30 & 537 Trust Fund, and the employee will commence a 10% payroll deduction for the same, and the employer will no longer deposit the premium equivalent into the employee's 401(k) account.



gin  
opeiu30  
afficio

## ARTICLE 32 – TERM OF AGREEMENT

32.2 This Agreement shall be in full force and effect from the first day of May, 2015 to and including the thirtieth (30<sup>th</sup>) day of April 2018, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

- (A) If either party elects to terminate the Agreement, such party shall, on a date not less than sixty (60) days, nor more than ninety (90) days prior to expiration date of the Agreement, give written notice to the other party of intention to terminate, and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
- (B) If either party elects to change any of the provisions of the Agreement, such party shall, on a date not less than sixty (60) days nor more than ninety (90) days prior to the expiration date of the Agreement, give written notice to the other party.
- (C) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice, which time may be extended by mutual agreement.
- (D) This Agreement constitutes the entire contract between the two parties. Memorandums of Understanding relating to individual offices may be negotiated as separate from this master Agreement. Memorandums of Understanding will not convey any contractual rights not specifically stated in that Memorandum of Understanding. Any signed Memorandums of Understanding will be forwarded to the Trade Union Offices and employees.
- (E) It is also expressly understood that any and all notices to open the agreement will be sent to all signatory employers individually.

PROFESSIONAL DENVER FIREFIGHTERS



/s/ [signature]  
all-cio

## **ARTICLE 32 – TERM OF AGREEMENT**

**32.3** This Agreement shall be in full force and effect from the first day of May, 2015 to and including the thirtieth (30<sup>th</sup>) day of April 2018, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

- (A) If either party elects to terminate the Agreement, such party shall, on a date not less than sixty (60) days, nor more than ninety (90) days prior to expiration date of the Agreement, give written notice to the other party of intention to terminate, and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
- (B) If either party elects to change any of the provisions of the Agreement, such party shall, on a date not less than sixty (60) days nor more than ninety (90) days prior to the expiration date of the Agreement, give written notice to the other party.
- (C) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice, which time may be extended by mutual agreement.
- (D) This Agreement constitutes the entire contract between the two parties. Memorandums of Understanding relating to individual offices may be negotiated as separate from this master Agreement. Memorandums of Understanding will not convey any contractual rights not specifically stated in that Memorandum of Understanding. Any signed Memorandums of Understanding will be forwarded to the Trade Union Offices and employees.
- (E) It is also expressly understood that any and all notices to open the agreement will be sent to all signatory employers individually.

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

5-1129

**Employer  
Participation  
Agreement**

APR 25 2011

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

1. Employer Information.

Name: IAMAW Local Lodge 1886  
Contract Person: James Goad  
Address: 5621 Bowen Ct.  
City, State & Zip: Commerce City, CO 80022  
Telephone: (303) 287-0329 ext 15

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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



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

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

*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): IBMAW Local Lodge 1586

Rocky Mtn Aircraft Lodge.

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

Ø 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:



**AGREEMENT**  
**BETWEEN**  
**IBEW & UNITED WORKERS FEDERAL CREDIT UNION**  
**AND THE**  
**OFFICE & PROFESSIONAL EMPLOYEES**  
**INTERNATIONAL UNION, LOCAL 11**  
**AFL-CIO**

MAY 1, 2018

THROUGH

APRIL 30, 2021

**OPEIU LOCAL 11**

MAY 7 2018

**RECEIVED**

## **ARTICLE 12. HEALTH & WELFARE-DENTAL-OPTICAL-PRESCRIPTION COVERAGE, LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT**

Section 1. Effective May 1, 2018 and for the duration of this Agreement the Employer shall pay one thousand one hundred thirty dollars (\$1,130.00) plus one hundred percent (100%) of the premium increase up to fifty dollars (\$50.00) on any premium increase for the 2019 and 2020 calendar years, for the cost of negotiated benefit coverage of Harrison Trust Funds which consists of Medical, Prescription Drug, Life, Accidental Death and Dismemberment, Dental and Optical for the life of this Agreement. Any cost in excess of this amount will be paid by the employee through payroll deduction via pre-taxed dollars. Additionally, the Employer portion of the premium for the 2018 calendar year shall not be more than one thousand one hundred thirty dollars (\$1,130.00); and for the 2019 calendar year shall not be more than one thousand one hundred eighty dollars (\$1,180.00); and for the 2020 calendar year shall not be more than one thousand two hundred thirty dollars (\$1,230.00). There shall be no increase to the Employer payment if there is no premium increase and the Employer portion will remain at one thousand one hundred thirty dollars (\$1,130.00) throughout the duration of the Agreement.

Section 2. The Employer will pay the premium to Harrison Electrical Workers Trust Fund for individuals who meet the definition of "qualified employee" in June, 2005 and thereafter. Medical, Dental, Optical, Prescription Drug Coverage, Life and Accidental Death & Dismemberment shall be provided by the Employer through Harrison Electrical Workers Trust Fund.

The Credit Union will be bound by the terms and conditions of the Trust Agreement that created the Harrison Electrical Workers Trust Fund and any amendments thereto and the lawful actions of the Board of Trustees.

The Credit Union will contribute to the Harrison Trust on a monthly basis for all qualifying employees. A qualifying employee is an employee who has been employed at least ninety (90) calendar days, has seventy-five (75) or more compensable hours in the month, and was not hired as a temporary employee.

Section 3. All compensable hours count towards the Health & Welfare eligibility rule (80 hours per payroll month).

## **ARTICLE 13. RETIREMENT PLANS**

Section 1. Effective May 1, 2018 and for the duration of this Agreement the Employer agrees to contribute to the Western States 401(k) Retirement Fund of the OPEIU a minimum contribution of two dollars and ninety-three cents (\$2.93) per compensable hour, excluding overtime. A qualifying employee is an employee who has been employed at least ninety (90) calendar days, has seventy-five (75) or more compensable hours in the month, and was not hired as a temporary employee.

No employee during the life of this Agreement shall suffer a reduction of Employer contribution of 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 any amount permitted by law, such contributions not to change from April 1<sup>st</sup> to April 1<sup>st</sup> of any year.

Section 3. Be it further jointly advised that for long-term pension benefits, the above amounts contributed shall be recognized as an incentive and that each participant, while not mandatory, shall seriously consider self-contributing amounts to ensure 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 fees, costs and other expenses necessary to effect collection.

Section 9. 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 10. It is mutually agreed by all parties that the Employer agrees to continue a contribution of two dollars and thirty-three cents (\$2.33) 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 thirty-three cents (\$2.33) per compensable hour shall be in full force and effect.

Section 11. At the time of changes to the Pension Plan and the stabilization of the Plan under the Pension Protection Act, the parties shall meet and negotiate the outcome of the modification to the mandated surcharges imposed on the Employer.

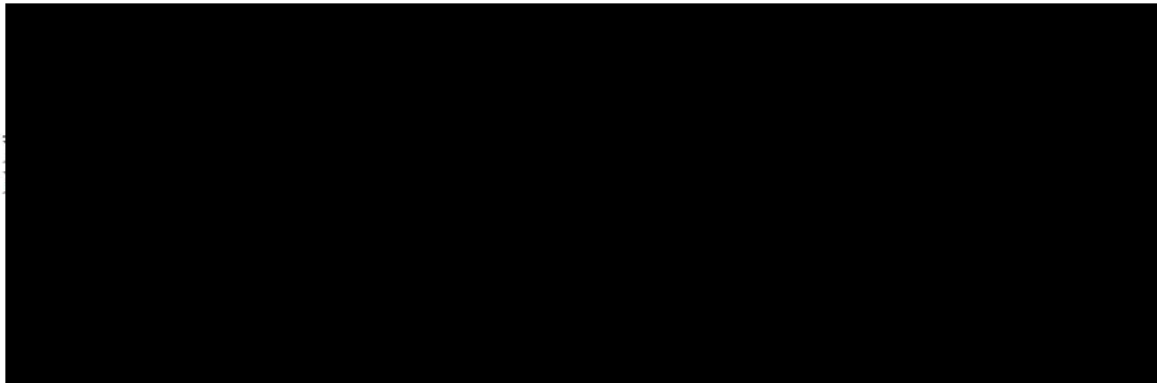
## ARTICLE 22. TERMINATION AND RENEWAL

This Agreement shall be in force and effect from the date hereof through April 30, 2021, 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.

As agreed this 30<sup>th</sup> day of April, 2018.

IBEW & UNITED WORKERS  
FEDERAL CREDIT UNION

OFFICE & PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION, LOCAL 11



MC/dmt  
opeiu11/afl-cio

Western States Office and  
Professional Employees  
Pension Fund

11-  
WS 2360  
A & I RECEIVED

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

*IBEW & United Workers  
Federal Credit Union*

1. Employer Information.

Name:

Contract Person:

Address:

City, State & Zip:

Telephone:

Barbara Mathey / Jeanine Lopez  
PO Box 16877  
Portland, OR 97292-0877  
503 262-5333, 503 262-5309

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): IBEW & United Workers Federal Credit Union.

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

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

13 employees covered by the collective bargaining agreement; and

4 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.**



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: Management/Administration

Total number of employees not covered by a CBA: 4

Total number of employees in the classification: \_\_\_\_\_

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

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

4. Contribution rate for nonbargaining unit employees: Same as bargaining unit employees.

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

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

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

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

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

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

#### APPROVAL OF PARTICIPATION AGREEMENT

##### APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED AND

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

A & I RECEIVED  
AUG 10 2011



P.O. Box 16877 • 9955 S.E. Washington  
Portland, Oregon 97292-0877  
(503) 253-8193 • (800) 356-6507 • FAX (503) 253-4773

11 - WS 2360

AUG 23 2010

August 19, 2010

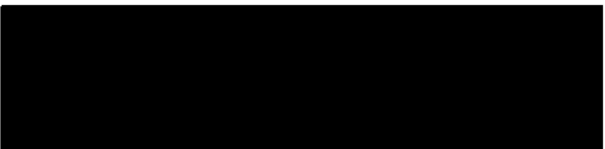
A & I Benefit Plan Administrators  
Attn: Rich Crook  
1220 SW Morrison Ste 300  
Portland, OR 97205

RE: Western States Employees Pension Fund

Dear Rich:

Enclosed is the Memorandum of Understanding between IBEW & United Workers Federal Credit Union and OPEIU, Local 11 regarding the pension contribution. Our contract was extended as of April 1, 2010 and the requirement for the pension contribution and negotiation into the supplemental agreement was not clearly understood at the time. This Memorandum reflects our agreement for contributions into the pension plan as dictated by the supplemental agreement through March 31, 2013. Please advise me of how you would like us to remit the retroactive amount due back to April 1, 2010.

Thank you for your assistance .



IBEW & United Workers FCU  
[barbmibew@aol.com](mailto:barbmibew@aol.com)  
503 262-5333

WS 2360

Memorandum of Understanding

between

IBEW/United Workers Federal Credit Union ("Employer") and  
Office & Professional Employees International Union, Local 11

The parties identified below acknowledge that Employer's regular contribution to the Western States Office & Professional Employees Pension Fund is \$2.33 per hour. Employer will make supplemental contributions in the amount of \$0.44 per hour totaling \$2.77 per hour from April 1, 2010, through March 31, 2011, \$0.79 per hour totaling \$3.12 per hour from April 1, 2011 through March 31, 2012 and \$1.14 per hour totaling \$3.47 per hour from April 1, 2012 through March 31, 2013. The amount of the supplemental contributions is hereby approved by the parties. This Memorandum and the prior extension of the collective bargaining agreement between the parties shall be considered to be the result of good faith negotiation of the supplemental contribution terms under Employer's pension plan. The amount of the supplemental contribution will not be changed unless otherwise agreed by the parties in writing.

Dated July 14, 2010

IBEW/United Workers Federal Credit Union

Office & Professional Employees  
International Union, Local 11

By Barbara Mathey,  
President/CEO

By Michael L. Richards,  
Executive Secretary-Treasurer

ENTERED  
AUG 10 12 7 2010

AUG 23 2010



ws 2360

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

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

IBEW/ UNITED WORKERS FEDERAL CREDIT UNION

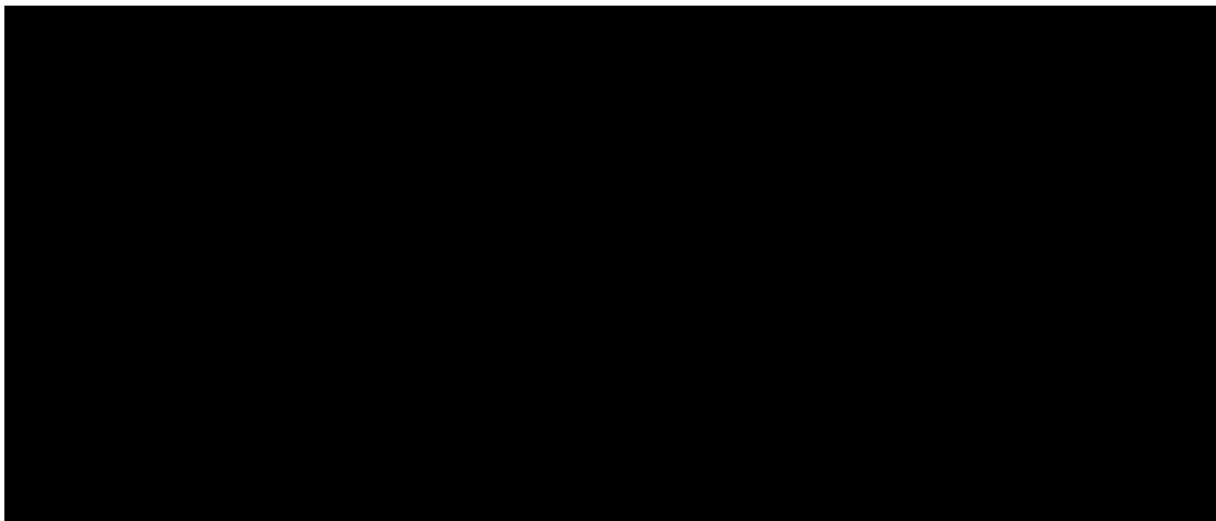
AND THE

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11

The undersigned parties agree that the current Collective Bargaining Agreement between the IBEW/ UNITED WORKERS FEDERAL CREDIT UNION and the OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11 will be extended, in its entirety, from April 1, 2011 through March 31, 2012.

All aspects and provisions are included in a status-quo one (1) year extension of this Agreement.

Agreed this 15<sup>th</sup> day of February, 2011.



A & I RECEIVED  
AUG 10 2011

MLR/hg  
opeiu11  
afl-cio  
2/08/2011  
2011 IBEW/UW FCU Extend

# MEMORANDUM OF UNDERSTANDING

BETWEEN THE

**IBEW/ UNITED WORKERS FEDERAL CREDIT UNION**

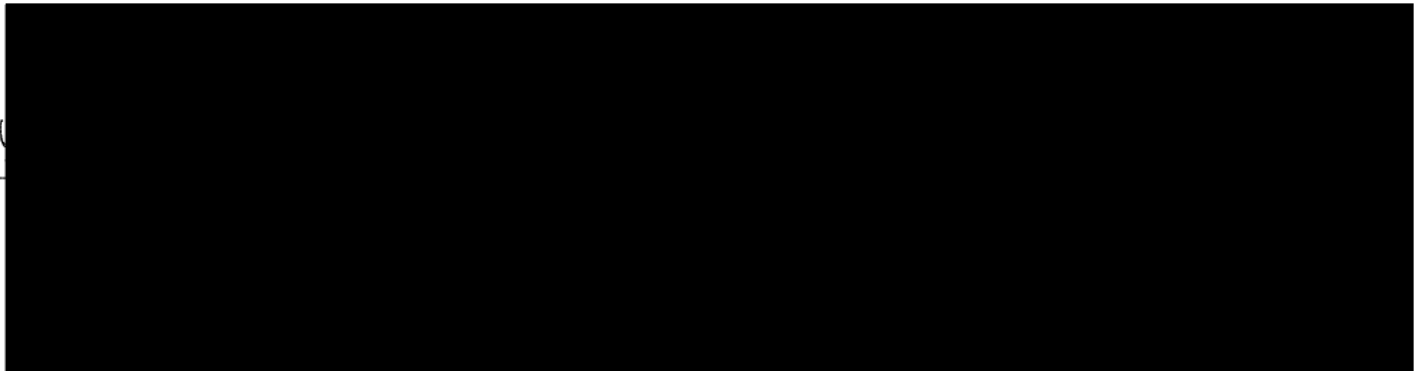
AND THE

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

The undersigned parties agree that the current Collective Bargaining Agreement between the **IBEW/ UNITED WORKERS FEDERAL CREDIT UNION** and the **OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11** will be extended, in its entirety, from April 1, 2010 through March 31, 2011.

All aspects and provisions are included in a status-quo one (1) year extension of this Agreement.

Agreed this 3<sup>rd</sup> day of February, 2010.



A & I RECEIVED  
AUG 10 2011

MLR/hg  
opeiu11  
afl-cio  
2/01/2010  
2010 IBEW/UW FCU Extend



WS 0169  
WS 0913  
WS 0173  
WS 1166

WS 0153  
WS 4340  
WS 1144  
WS 0155

WS 1067  
WS 0726

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

**TRADE UNION OFFICE AGREEMENT  
ALAMEDA COUNTY**

**And**

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

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

**JULY 1, 2014 – JUNE 30, 2016**



Bricklayers APPR OAKLAND =  
Bricklayers JATC

July 1, 2014 – June 30, 2016

## TRADE UNION OFFICE AGREEMENT - ALAMEDA COUNTY

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

### WITNESSETH

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

#### ARTICLE 1. RECOGNITION

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

#### ARTICLE 2. UNION SECURITY

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

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

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

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

**ARTICLE 12. PENSION PLAN**

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

Effective 11/1/2009  
\$6.25

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

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

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

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

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

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

## **ARTICLE 13. TERMINATION PAY**

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

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

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

## **ARTICLE 32. UNION ELECTIONS**

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

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

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

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

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

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

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

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

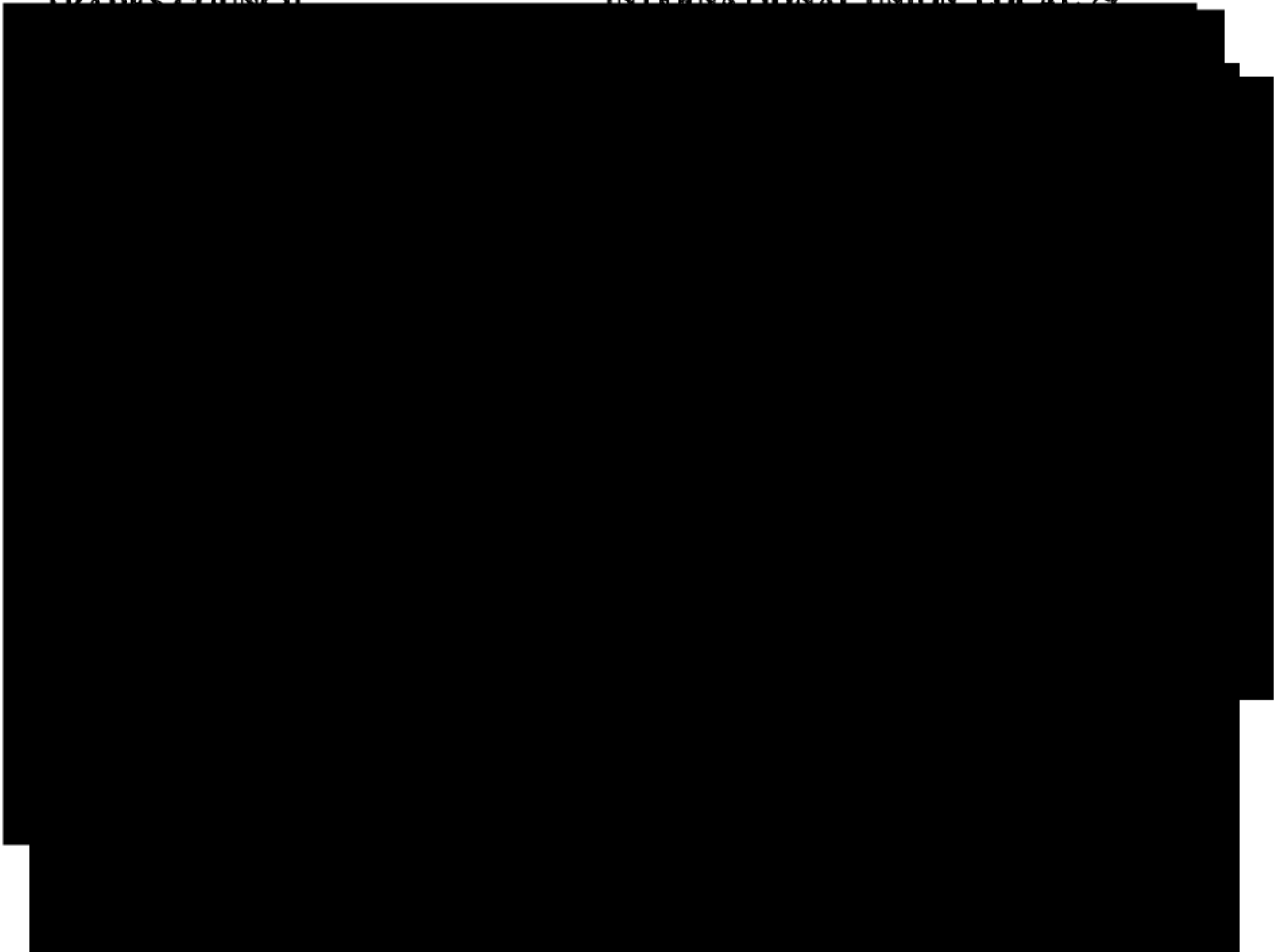
All side letters shall remain in effect for the duration of this Agreement.

**FOR THE EMPLOYER:**

**ALAMEDA BUILDING & CONST.  
TRADES COUNCIL**

**FOR THE UNION:**

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



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

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



## AGREEMENT TO EXTEND CONTRACT

*Between*

### **ALAMEDA MASTER TRADE UNION AGREEMENT,**

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

*And*

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

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

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

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

**ALAMEDA MASTER TRADE UNION**

**OFFICE & PROFESSIONAL EMPLOYEES**

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

WS 1144

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

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

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

**AGREEMENT TO ADOPT REHABILITATION PLAN**

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

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

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

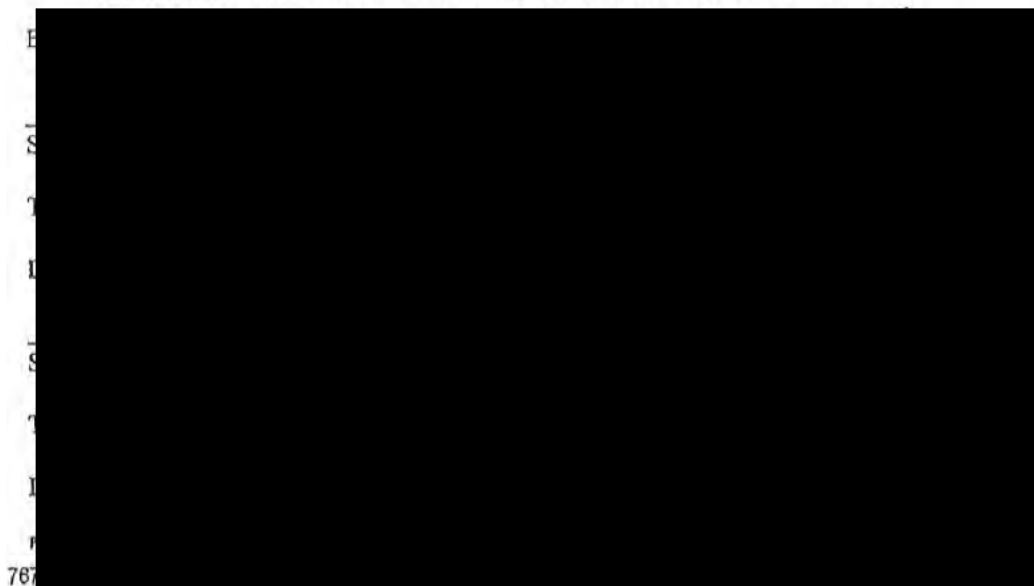
The Union and the Employer hereby agree to amend their Collective Bargaining Agreement as follows:

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

Effective Date: January 1, 2015

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

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



Western States Office and  
Professional Employees  
Pension Fund

Employer  
Participation  
Agreement

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

1. Employer Information.

Name: Alameda JATC  
Contract Person: Byron Benton  
Address: 3033 Alvarado St.  
City, State & Zip: San Leandro, CA 94577  
Telephone: (510) 351-5282 ext. 15

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.


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


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

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


#### APPROVAL OF PARTICIPATION AGREEMENT

##### APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER


EMPLOYER SIGNATURE: 


Print Name: 


Title: 


Date Signed: 


##### APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER


CO-CHAIR SIGNATURE: 

Print Name: 

Date Signed: 

CO-CHAIR SIGNATURE: 

Print Name: 

Date Signed: 

RECEIVED

# **AGREEMENT**

*Between*

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 180**

**And**

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

**July 1, 2016 - June 30, 2019**





## **ARTICLE VIII. HOLIDAYS**

(a) The following days shall be designated as legal holidays without any reduction in pay: New Year's Day, President's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, Employee's Birthday, and such other holidays observed by the IBEW Local 180 Inside Agreement.

In addition, one-half (1/2) day off shall be granted on the last workday previous to both Christmas and New Year's or such other day as is mutually agreeable to the employee and the Employer. One-half (1/2) day off shall be granted on Good Friday.

(b) In the event any of the holidays enumerated in Article VIII (a) occur during the period of an employee's vacation, an additional day's vacation shall be allowed for each holiday so occurring, or one day's pay in lieu of same thereof.

(c) It is further agreed that whenever such holidays fall upon a Sunday, they shall be observed upon the following Monday. Holidays falling on Saturday shall be observed the previous Friday or such other day as is mutually agreeable to the employee and the Employer.

(d) Regular part-time employees will receive holiday pay as provided by this Agreement on a prorated basis.

(e) All work performed on the days listed in this section, paragraph (a) Employee's Birthday excepted, shall be paid for at the rate of double time in addition to the regular holiday pay.

(f) There shall be no mandatory working of a holiday.

## **ARTICLE IX. PENSION PLAN**

Effective February 1, 2012, the Employer agrees to contribute into a Trust Fund, known as Western States Office & Professional Employees Pension Fund, for the account of each eligible employee working under this Agreement, the sum of Four Dollars and Fifty cents (\$4.50) per hour. To be eligible for participation in the Plan, an employee who works more than seventy (70) hours in a calendar month.

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

This shall apply to all who are not presently covered by another Plan which is Employer paid. Employees currently covered by another Plan shall have the option of continuing under their old plan or changing to the Western States Office Professional Employees Pension Fund Plan.

Upon an Employee's written request, the Employer shall deduct voluntary contributions from an Employee's payroll and forward them to a qualified 401(k) Plan, including any plan offered by IBEW or OPEIU (such as the OPEIU Local 11 Plan).

**ARTICLE IX. PENSION PLAN - continued**

Effective February 1, 2008, the Employer shall contribute the amount of Fifty One Dollars (\$51.00) per month into the qualified 401(k) account of each bargaining unit employee.

**ARTICLE X. HEALTH & WELFARE PLAN**

(a) Effective July 1, 2016, the Employer agrees to pay the premium on each employee and dependents for the Office & Professional Employees Welfare Fund, Plan IVa, which includes Medical, Dental Plan, Life Insurance, \$20,000, Major Medical, Kaiser group 328 plan, Vision Care, Prescription Drug and Accidental Death and Disability coverage. It is agreed that to be eligible for coverage an employee must have been paid for not less than seventy (70) hours in the previous calendar month. Employer agrees to pay the entire cost of the present schedule of benefits of the Plan chosen by the employee for the employee for the employee and employee's dependents, and to maintain such schedule of benefits during the life of this Agreement, and agrees to pay any increases to the Welfare Fund in order to maintain the benefits.

(b) If an employee with two (2) years' or more service is off due to illness or accident, the employee's health and welfare coverage shall be extended by the Employer for six (6) months.

(c) Any employee covered by a health and welfare plan paid by the Employer more beneficial than the Plan established by the Office and Professional Employees Union, Local 29, may choose to retain such plan.

**ARTICLE XI. SICK LEAVE**

(a) After having served two (2) months, an employee is entitled to one and one-half (1-1/2) days per month sick leave with full pay dating from anniversary of date of employment.

(b) Unused sick leave shall be cumulative but no more than thirty (30) days of sick leave pay shall be paid during the employee's work year.

(c) Sick leave shall be integrated with the employee's State Disability Insurance. The Employer will pay an amount which added to the State Disability Benefit will equal the employee's regular wage. Only that amount of sick leave paid by the Employer shall be charged against the employee's sick leave credit.

(d) When an employee has been absent from work for more than three (3) working days as a result of illness or injury, reasonable proof of such illness or injury must be submitted by the employee, if requested by the Employer, before sick leave benefits will be paid.

## **ARTICLE XXVI. VALIDITY OF AGREEMENT**

Should any portion of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

The Employer and the Union further agree that if and when any provision of this Agreement is held or determined to be illegal or void, they will promptly enter into negotiations concerning the substance thereof.

## **ARTICLE XXVII. DURATION OF AGREEMENT AND PROVISIONS FOR AMENDMENT**

This Agreement, together with all provisions herein set forth, shall become effective July 1, 2016, and shall continue in full force and effect until June 30, 2019, and shall continue in full force and effect thereafter from year to year provided that either party who may desire a change for any year's terms 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 (1) year. The anniversary date shall be July 1st of any one year. In such event, negotiations shall be re-opened 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.

The Union shall notify the Employer in writing twenty-four (24) hours prior to striking, of its intention to do so.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS,  
LO**

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

By:

Date

TK/

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

29-8010  
**FEB 15 2011**

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name: IBEW LOCAL 180  
Contract Person: DAN BROADWATER  
Address: 720 TECHNOLOGY WAY  
City, State & Zip: NAPA CA 94558  
Telephone: 707 251 9180

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a (insert form of business): ELECTRICAL 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): IBEW LOCAL 180.

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

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

1 employees covered by the collective bargaining agreement; and

           employees who are not covered by the collective bargaining agreement.

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

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

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

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

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

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

#### APPROVAL OF PARTICIPATION AGREEMENT

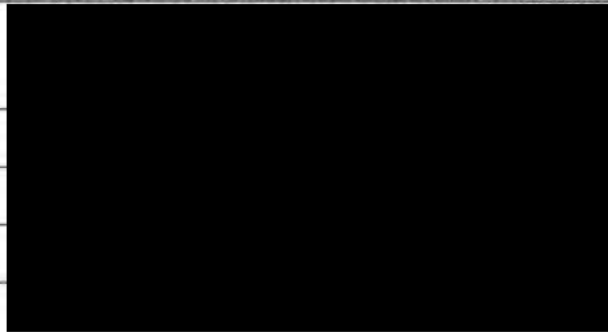
##### APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

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

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

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

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



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

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

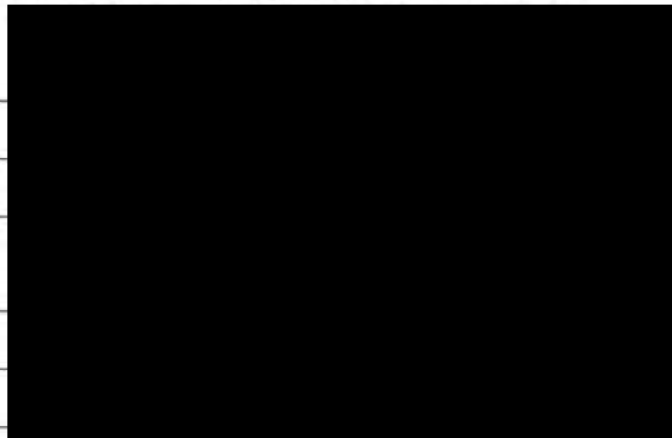
Print Name: \_\_\_\_\_

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

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

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

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





# **AGREEMENT**

**Between**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 302**

**And**

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

**November 1, 2015 – October 31, 2018**



## **ARTICLE IV. JURY DUTY PAY**

### **Section 1. Subject: Interpretation of Pay for Jury Duty**

The following is the interpretation to be applied to the application of Jury Pay as set forth:

Employees who are called for examination for Jury Duty, or who serve on Jury Duty by being impaneled in a jury box and actively serving as a juror, shall be reimbursed the difference between Jury Pay and the straight-time pay lost under the qualifications set forth below:

- (a) Day shift employees called for Jury Duty or examination and excused by the court prior to 12:00 noon shall return to work for the balance of the day shift and shall be paid the difference between the jury pay or examination pay, if any, and the straight-time pay lost.
- (b) Employees will present proof of service, including time served and amount of pay received.
- (c) Pay for Jury Duty shall not apply in any case where an employee voluntarily seeks Jury Duty.

## **ARTICLE V. GROUP HOSPITALIZATION, DENTAL, DRUG & VISION TRUST FUND**

Employees who work seventy (70) or more hours each calendar month shall be covered by this Article "Trust Agreement."

Self-Funded Comprehensive Medical or HMO, Dental Plan C, Life Insurance of Twenty Thousand Dollars (\$20,000), Major Medical, Vision Care B, Prescription Drug, Long-Term Disability Coverage. These plans are under Coordination of Benefits.

There shall be no cash paid in lieu of fringes as established in this Article, except as agreed to in Addendums.

Employer agrees to pay the entire cost of the Plan for the employee and employee's dependents as may be determined by the Trustees of the Plan as needed to maintain such schedule of benefits during the life of this Agreement.

## **ARTICLE VI. WESTERN STATES OFFICE & PROFESSIONAL EMPLOYEES PENSION**

### **Section 1.**

The sole obligation of the Employer Subscriber to the Trust shall be to pay a monthly premium of Five Hundred Twenty Dollars (\$520.00), per employee.

**ARTICLE VI. WESTERN STATES OFFICE & PROFESSIONAL EMPLOYEES  
PENSION - continued**

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

Employees working less than seventy (70) hours monthly shall not have contributions made by the Employer to the Pension Fund. Employees working more than seventy (70) hours shall have contributions made by the Employer to the Pension Fund in the amount of the contributions equal to time worked.

There shall be no cash paid in lieu of fringes as established in this Article, except as agreed to in Addendums.

**Section 2. National Electrical Benefit Fund (NEBF)**

Effective November 1, 1998, the Employer shall commence contributions in the amount of three (3) percent of the employee's monthly gross income to the National Electrical Benefit Fund, as an additional retirement benefit for each Employee.

**Section 3. OPEIU 401(k) Plan Option**

Upon an employee's written request, the Employer agrees to deduct and forward contributions from the employee's payroll to a qualified OPEIU 401(k) Plan

**ARTICLE VII. SICK LEAVE**

Employees, after ninety (90) days worked, shall be entitled to Sick Leave under the following rules:

**Section 1.**

Sick leave shall be accumulative to a maximum of thirty (30) days earned on the following basis:

- (a) One and one-half (1½) days each calendar month worked.
- (b) Vacation and holidays shall count as time worked for the purpose of accumulation of Sick Leave.

**Section 2.**

Part-time employees Sick Leave earned shall be based on the time worked, using the same rules as "A" above, prorated.

**Section 3.**

Where Unemployment Compensation Disability (U.C.D.) applies, sick leave shall be reduced in the amount to equal one hundred percent (100%) of take-home pay. The purpose of this paragraph is to extend Sick Leave for employees with long illnesses. Only that amount of Sick Leave paid by the Employer shall be charged against the employee's Sick Leave credit.

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS,  
LOCAL 302**

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

By

Da

By

Da

TR/m(EWR11012015)  
cwa:9415/afl-cio

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

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name: IBEW Local Union 302  
Contract Person: Michael W. Yarbrough  
Address: 1875 Arnold Drive  
City, State & Zip: Martinez, CA 94553  
Telephone: 925/228-2302

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:
- a. Employer is a (*insert form of business*): Electricians 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): IBEW Local Union 302.
  - 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  
    \_\_\_\_\_ employees who are not covered by the collective bargaining agreement.
  - e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.
  - f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.**
6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:
- a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.
  - b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**



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

**APPROVAL OF PARTICIPATION AGREEMENT**

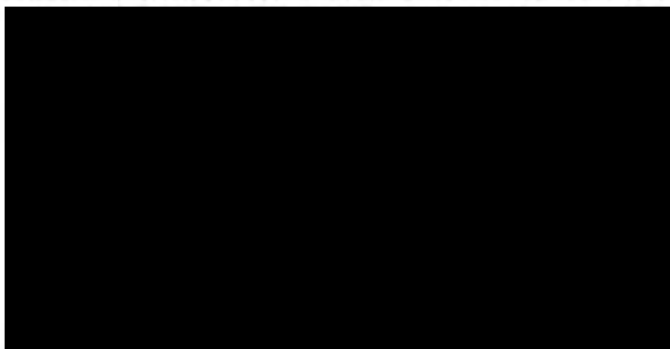
**APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER**

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:



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

CO-CHAIR SIGNATURE:

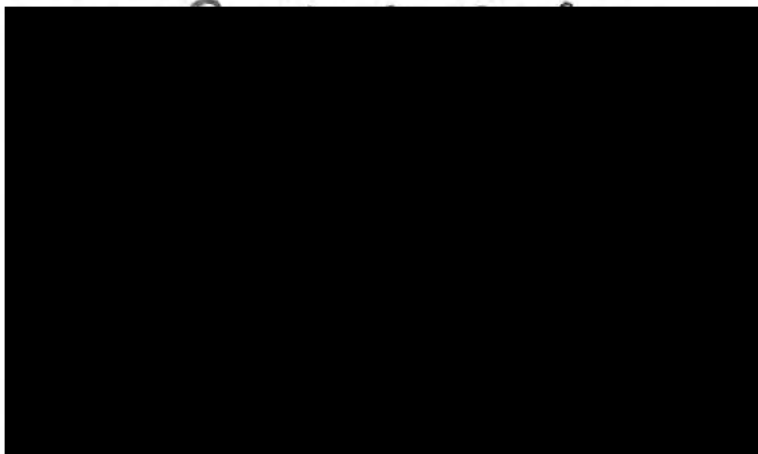
Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:



# Office & Professional Employees International Union **Local 29**

## AFL-CIO & CLC

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

WS 0682

### 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  
IBEW Local 302, 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:

11/1/12

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 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

PGS/m(RehabAdopt2012)  
cwa:9415/afl-cio

**AGREEMENT**

WS0263

*Between*

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 332**

*And*

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

**September 1, 2015 – August 31, 2018**



## **ARTICLE 12. PENSION PLAN**

The Employer agrees to contribute into a Trust Fund known as Western States Office & Professional Employees Pension Fund, for the account of each eligible employee working under this Agreement, the sum of Four Dollars and eighteen cents (\$4.18) per hour, effective September 1, 2015. 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 (1<sup>st</sup>) day of the calendar month, and who works more than seventy (70) hours each succeeding and consecutive calendar month thereafter."

The Union may, with reasonable notice, change the allocation between the Health & Welfare and Pension Funds.

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

The Employer shall contribute into the Western States 401k Retirement Fund, for the account each eligible employee working under the Agreement the sum of Twenty Five (\$0.25) cents per hours paid, effective September 1, 2015.

Upon an employee's written request, the Employer shall deduct and forward voluntary employee contributions to a 401(k) Plan.

## **ARTICLE 13. DISCIPLINE AND DISCHARGE**

- (a) All new employees shall be required to complete a one hundred twenty (120) calendar day probationary period. Upon completion of the one hundred twenty (120) calendar day probationary period, the employee shall be considered a permanent employee. A probationary employee can be discharged for any reason; no written notice shall be given.
- (b) The Employer shall not discharge or discriminate against any employee for Union activities nor shall an employee be discharged without just cause. The Employer agrees to the concept of progressive discipline.
- (c) Except under the circumstances requiring immediate discharge for cases involving serious misconduct, including, but not limited to, theft, insubordination, prolonged absenteeism, job abandonment, threat of physical abuse, sexual harassment, substance abuse or failure to follow a direct order that is given by a supervisor, no employee who has completed the one hundred twenty (120) day probationary period shall be discharged, except for just cause.
- (d) In meetings where employees believe they may receive disciplinary action, the Employer agrees to allow the employees to have their Union Steward or representative present during such meetings. Such presence of Steward or representative will be at the employee's option.
- (e) The Employer agrees to put an employee's written comments regarding a verbal or written warning in the employee's personnel file.



### ARTICLE 33. 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.

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 332**

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

By: \_\_\_\_\_  
C  
B

Date \_\_\_\_\_

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

Date \_\_\_\_\_

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

Date \_\_\_\_\_

TR/lm(EWR19418)  
cwa:9415/afl-cio

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

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

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

**AGREEMENT TO ADOPT REHABILITATION PLAN**

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

Parties: OPEIU L.U. 29, the "Union; and  
T.B.E.W. 332, 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:

9/1/2012

Check applicable line:

☒

Rehabilitation Plan Schedule

☐ Default Rehabilitation Plan Schedule

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

EMPLOYER APPROVAL

UNION APPROVAL

PGS/lm(Rehab/Adopt2012)  
cwa:9415/afl-cio

FEB 19 2013



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

29-0243  
IBEW Local 332

**Employer  
Participation  
Agreement**

MAR 11 2011

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

1. Employer Information.

Name:

IBEW Local Union 29

Contract Person:

Robert Tragni

Address:

2125 Canoga Garden Ave Santa Monica

City, State & Zip:

San Jose, Ca 95125

Telephone:

(408) 269-4332

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.

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): IBEW Local Union 332

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.**

MAR 11 2011

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

**APPROVAL OF PARTICIPATION AGREEMENT**

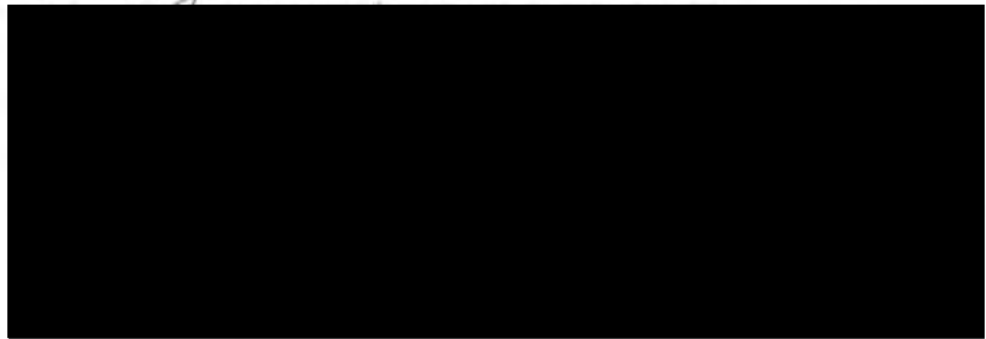
**APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER**

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:



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

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:



**AGREEMENT  
WITH  
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 30  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 387**

This Agreement entered into this 1st day of, May, 2008 by and between OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 30, hereinafter known as the Union, and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 387, hereinafter known as the Employer.

**ARTICLE I – PURPOSE OF AGREEMENT**

- Section 1. Where the word “Employer” is used in this Agreement, it means the International Brotherhood of Electrical Workers, Local No. 387, AFL-CIO of Phoenix, Arizona.
- Section 2. Where the word “Union” is used it means Office and Professional Employees International Union, Local No. 30, of Phoenix, Arizona.
- Section 3. Where the word “Employee” is used in this Agreement it means all employees of the I.B.E.W., Local No. 387, engaged in office clerical work as covered in this Agreement. Where the words “Regular Employee” are used, it means all Employees who have served their probationary period.
- Section 4. It is the intention of the parties that this Agreement will establish sound relations between the Employer and the Employees which will promote harmony, genuine cooperation and efficiency, to the end that the employees and the Employer may mutually benefit. The Union and the Employer further agree to facilitate peaceful adjustment of differences which may arise from time to time between the Employer and the Union. Accordingly, the Employer and the Union, do hereby mutually pledge themselves to make every effort to make this Agreement the means of improving the relations between the employees and the Employer, of obtaining fair treatment for all employees of the Employer and improving efficiency so that both may prosper.

**ARTICLE II -RECOGNITION**

- Section 1. The Employer agrees to recognize the OPEIU, Local No. 30, as the sole and exclusive bargaining agent with respect to hours, wages and working conditions of all employees under the jurisdiction of this Agreement, in classifications described in “Exhibit A, B, C & D”.
- Section 2. The Union agrees to use every reasonable effort to promote the welfare of the Employer

Employee and seventy-five (75%) of the premium will be paid for the spouse of the employee by the Employer. The Employee will pay twenty-five percent (25%) of the premium for her/his spouse.

**(See Exhibit "C" Health and Welfare Chart Attached)**

#### **ARTICLE XV -PENSION**

- Section 1. Effective May 1, 2008, the Employer agrees to contribute to Western States Office and Professional Employees Pension Trust Fund a contribution on behalf of each eligible employee in the amount of three dollars (\$3.00) per hour paid. Effective May 1, 2009 the amount will increase to three dollars and seventy-five cents (\$3.75) per hour paid. Effective May 1, 2010 the amount will increase to four dollars and fifty cents (\$4.50) per hour paid.
- Section 2. Regular part-time employees who work over eighty-six and one-half (86 1/2) hours or more per month shall be covered by the provisions of this Article.
- Section 3. 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 Employee's pension Trust Fund.
- Section 4. It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual employer will forward monthly to NEBF's designated Local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate Local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the local collection agent.



#### ARTICLE XV —PENSION -Continued

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

This Benefit is in addition to the Pension listed above.

- Section 5. In addition, the Employer agrees to make contributions to National Electrical Annuity Plan, hereinafter referred to as "NEAP", on behalf of each regular Employee in accord with the NEAP Agreement "Exhibit C". Contributions on behalf of each eligible employee shall be equal to and the same as, the IBEW Local Union #387 staff. Said Employees must have been in the employ of the Employer for a period of five (5) years to be eligible to participate in NEAP.

#### ARTICLE XVI —PERSONAL LEAVE

Regular Employees shall be granted as paid leave, one (1) day per year personal leave, providing that the Employee gives the Employer five (5) days notice. If no notice can be given, the personal time off will be taken at a time mutually agreed upon between the Employer and the Employee.

#### ARTICLE XVII —SEVERABILITY

In the event that any provisions of this Agreement shall be contrary to any State or Federal Statutes or Decisions, then such provision shall be deemed null and void, and its exclusion shall in no manner effect the balance of this Agreement.

#### ARTICLE XVIII —WAGE SCALES

- Section 1. The Employer agrees to pay not less than the minimum hourly wage scale shown in Exhibit "A" and Exhibit "B" of this Agreement.
- Section 2. It is expressly agreed that the wage scales herein provided are minimum scales. Nor can it be construed that an employee may not obtain a salary above minimum, be granted an increase in pay before specified, or be advanced or promoted in the service of the Employer.
- Section 3. All future wage increases shall be at the same percentage as negotiated between APS and IBEW Local Union 387; the percentage being based on the lineman classification.
- Section 4. **2010 Wages to be determined – APS CONTRACT (2005-2008) WAS EXTENDED FOR TWO (2) YEARS WITH A WAGE INCREASE OF 3.75% EFFECTIVE 4/1/2008 AND 3.75% EFFECTIVE 4/1/2009. THE 2010 WAGE WILL BE DETERMINED WHEN LOCAL 387 AND APS NEGOTIATE A NEW CONTRACT EFFECTIVE 4/1/2010.**



#### **ARTICLE XIX -JOB VACANCIES**

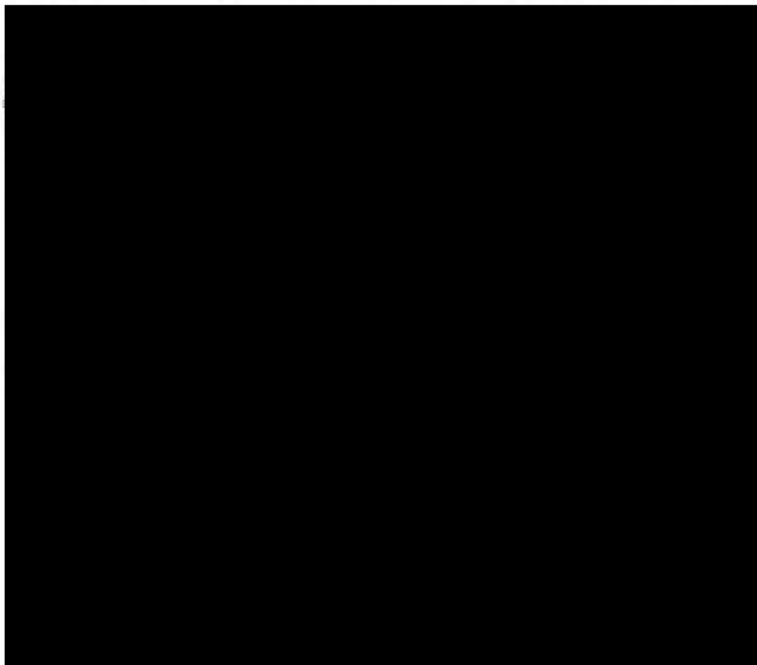
- Section 1. The Employer agrees that when vacancies occur or when new Employees are needed to perform work covered by the Collective Bargaining Agreement, the Employer shall notify the Union as to the number and type of Employees desired, and the Union shall endeavor to supply such help.
- Section 2. The Employer has the right to make personal interviews of all applicants referred to the Employer by Local Union No. 30.
- Section 3. The employer retains the right to reject any applicants referred by Local Union No. 30, for any lawful purpose.

#### **ARTICLE XX – DURATION**

This Agreement shall be in full force and effect May 1, 2008 and shall remain in force until April 30, 2011 and thereafter until either party hereto shall give the other party ninety (90) days written notice of desire for change, amendment or termination.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals by their respective duly authorized officers and representatives of the day and year first herein above written.

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL UNION NO. 387



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

30-0523

**Employer  
Participation  
Agreement**

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

FEB 11 2011

1. Employer Information.

Name:

IBEW LOCAL UNION 387

Contract Person:

3060 W. Deer Valley Rd.

Address:

City, State & Zip:

Phoenix, AZ 85027

Telephone:

(602) 264-1846

2. Local Information.

Employer has a collective bargaining agreement with Local Union 30 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

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



An existing Participating Employer to update Plan records.



A new Participating Employer.

Effective date of coverage: \_\_\_\_\_



A new group of Employees of an existing Participating Employer.

Effective date of coverage: \_\_\_\_\_

4. Coverage.

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



Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.



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

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

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): IBEW LU # 387

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

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

3 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

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

**APPROVAL OF PARTICIPATION AGREEMENT**

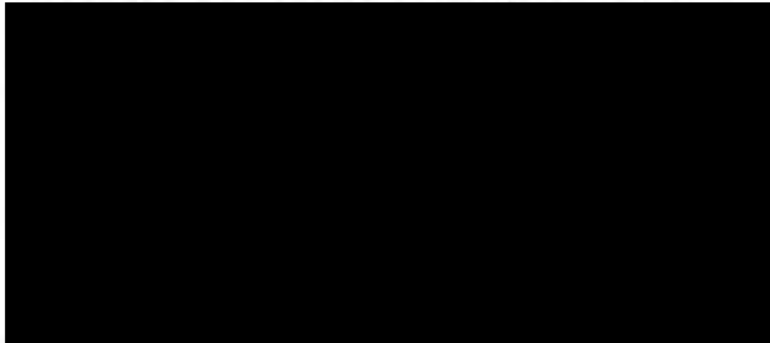
**APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER**

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:



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

CO-CHAIR SIGNATURE:

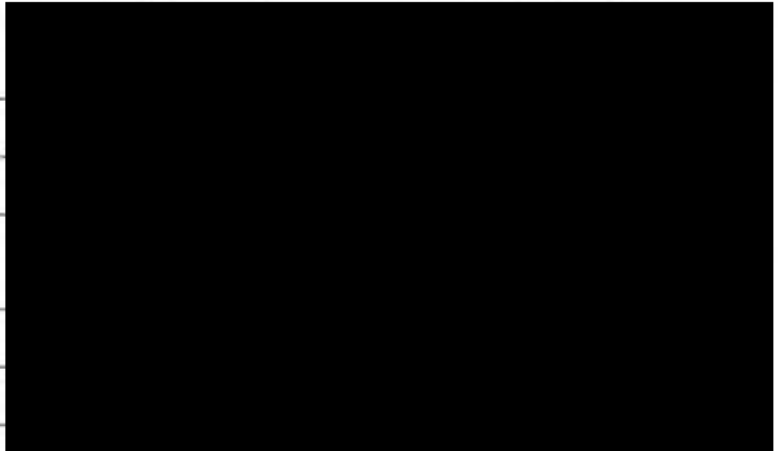
Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:



FEB 11 2011



Updated 8/12/10  
WS 0523

**Memorandum of Agreement  
By and Between  
IBEW, Local 387 (Employer) and  
OPEIU, Local 30 (Union)**

Pursuant to Article XX, of the Collective Bargaining Agreement between International Brotherhood of Electrical Workers, Local 387 and Office and Professional Employees International Union, Local 30, this is to serve as official notice to open, amend and/or modify the current Agreement.

The parties agree to the following terms and conditions as settlement of the current collective bargaining agreement.

- I. **Amend Article VI-Technological Changes**  
When the Employer makes such technological changes as it deems necessary, such as but not limited to, the introduction of automated office equipment, computer hardware and computer software, it will notify the Union Steward and explain the nature and effect of such change, and all employees shall receive proper training on any and all new equipment and computer hardware and software.
- II. **Amend Article XV – Pension**  
Effective May 1, 2010, the Employer agrees to accept the Updated Rehabilitation Plan of the Western States Office and Professional Employees Pension Trust Fund.
- III. **Add – Article XVIII – Wage Scales**  
Effective October 20, 2006, all permanent full-time employees will receive a Christmas Bonus, once a year, on or before the 15<sup>th</sup> day of December, reflecting the net amount of \$1,500.00.
- IV. **Amend Article XX – Duration**  
The Current Collective Bargaining Agreement duration date shall be in full force and effective May 1, 2010 and shall remain in force until April 30, 2015 and thereafter until either party hereto shall give the other party ninety (90) days written notice of desire for change, amendment or termination.

For IBEW, Local 387

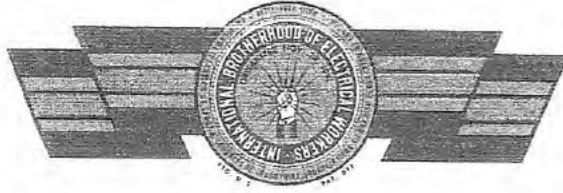
For OPEIU, Local 30

IBEW, Local Union 387

OPEIU, Local Union 30

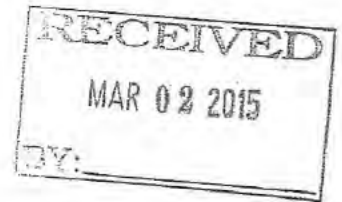
# International Brotherhood of Electrical Workers

JOSEPH GABLE  
President



G. DAVID VANDEVER  
Business Manager

February 25, 2015



Walter Allen, Jr.  
Executive Director/CFO  
OPEIU Local 30  
6136 Mission Gorge Rd., Suite 214  
San Diego, CA 92120

Dear Mr. Allen:

In reference to your letter dated January 12, 2015, our current employees are listed below:

<u>Name</u>	<u>Hire Date</u>	<u>Classification</u>	<u>Current Salary</u>
Dianne Deimeke	May 3, 2010	Bookkeeper TH	\$29.66
Liesa Woods	February 19, 1985	Office Manager	\$36.79

Please be advised the employees and management are in agreement to not make changes in the current bargaining agreement and renew for five years with an expiration date of April 1, 2020.

Fraternally,

LD EWL Local Union No. 387

afl-cio



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

**THIRD SUSPENSION APPLICATION**

**Exhibit 15**  
**(Part 5 of 11)**



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

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MASTER TRADE SECTION**

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

**FOR THE PERIOD OF**

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

## ARTICLE 15

### PENSIONS

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

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

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

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

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

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

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

**ARTICLE 22**

**TERMINATION AND RENEWAL**

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

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

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



Western States Office and  
Professional Employees  
Pension Fund

WS8109

Employer  
Participation  
Agreement

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

1. Employer Information.

Name: IBEW Local 46  
Contract Person: Kathi Scott  
Address: 19002 62<sup>nd</sup> Ave S  
City, State & Zip: Kent, WA 98032  
Telephone: 253-395-6524

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): International Brotherhood of Electrical Workers Local 46

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

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

11 employees covered by the collective bargaining agreement; and

13 employees who are not covered by the collective bargaining agreement. not participating in western States plan.

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

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

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

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

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



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

#### APPROVAL OF PARTICIPATION AGREEMENT

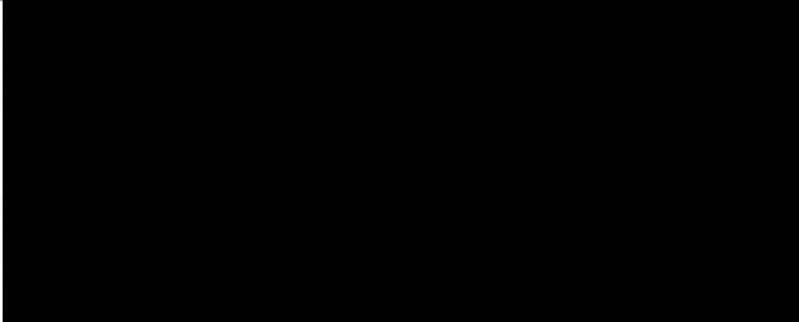
##### APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:



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

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

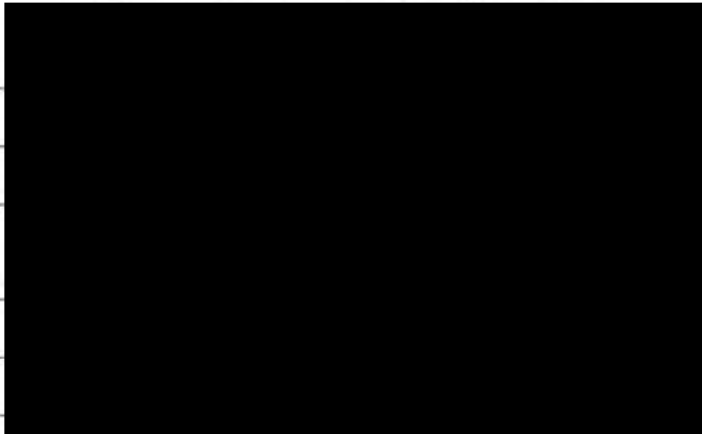
Print Name: \_\_\_\_\_

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

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

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

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



OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

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

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

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

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

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

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

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

OFFICE AND PROFESSIONAL EMPLOYEES

FOR THE TRADE SECTION EMPLOYERS

## Trade Section Employers Participating in Western States Pension Fund

2016

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

#8133

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

#8111

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

#8222

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

#8152

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

#8155

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

#8240

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

#8181

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

#8253

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

#8109

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

#8101

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

#8255

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

#775

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

#8235

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

#8162

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

#8138

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

#8127

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

#8241

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

#8108

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

#8154

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

#8118

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

#8164

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

#8226

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

#8126

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

OPEIU LOCAL 11

APR 13 2016

RECEIVED

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 16. EDUCATION**

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

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

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

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

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

#### ARTICLE 24. TERMINATION AND RENEWAL

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

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

UNITED LABOR UNION

OFFICE & PROFESSIONAL

A

## ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

## **ARTICLE 16. NON-DISCRIMINATION**

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

**MEMORANDUM OF UNDERSTANDING**

between

United Labor Union Association (ULUA)

and the


OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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





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

FEB 10 2011

11-  
4390

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name: I.B.E.W. Local 48  
Contract Person: Nancy Reames  
Address: 15937 NE Airport Way  
City, State & Zip: Portland OR 97230  
Telephone: 503-251-9681

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a (insert form of business): non-profit organization

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): I.B.E.W. Local 48

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

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

7 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

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

#### APPROVAL OF PARTICIPATION AGREEMENT

##### APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

##### APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

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

**Between**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL 483**

**And**

**OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL 23**

**January 1, 2014 through December 31, 2016**

and each case will be decided on its merits, except as may be provided by law for employees who have entered the service of the United States.

Section 2 An employee, who while on leave of absence, engages in other employment, or fails to report for work, or fails to ask for a renewal of leave on or before the expiration of leave, will be considered as having quit without notice and shall cease to be an employee of the Employer. Exceptions to this clause may be made by mutual agreement in writing between the Employer and the Union.

Section 3 Employees who experience a serious medical condition may apply for a medical leave of absence. Employees may also apply for a leave for immediate family members including domestic partner. The employer may require a medical certificate.

## ARTICLE 12 – HEALTH AND WELFARE

Section 1 The Employer agrees that all benefits now being extended to the employees such as sick leave, pensions, insurance, wages, working conditions, etc., shall remain in force and shall not be rescinded during the life of this Agreement. Health and welfare shall be extended to domestic partners. The employer shall retain a copy of affidavit of domestic partnership on file.

Section 2 The Employer agrees to pay monthly premiums for full-family medical coverage for each employee who is compensated seventy (70) or more hours in the preceding month.

- a. Medical benefits will be provided consistent with the Regency Blue Shield Preferred Plan – 90/70/70 \$250 deductible.
- b. The Employer agrees to compensate the employees for the annual deductible required under the plan by paying each employee the lump sum of \$250 to cover the deductible. Said deductible shall be paid at the beginning of each anniversary date of the plan.

Section 3 The Employer agrees to pay full cost of premiums for full-family dental plan for each employee who is compensated seventy (70) or more hours in the preceding month. Employer contributions shall be made to Northwest Administrators, Inc., the administrator of the Washington Teamsters Welfare Trust, on or before the tenth of each calendar month.

Section 4 The Employer agrees to pay into the Western States Office and Professional Employees International Union Trust Fund 10.44% of gross wages for each bargaining unit employee for the purpose of providing retirement benefits for eligible employees pursuant to provisions of the Western States Office and Professional Employees Pension Plan.

## ARTICLE 15 – STRIKES AND LOCKOUTS

Section 1 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.

## ARTICLE 16 – SAVINGS CLAUSE

In the event laws are passed by the State or Federal Government which conflict with the provisions of this Agreement relating to hours or wages, the provisions of this Agreement which are in conflict therewith may be reopened for negotiations without affecting the remaining portions of this Agreement.

## ARTICLE 17 – SUCESSORS

The parties to this Agreement intend that this Agreement shall be binding on the Company's successors, assigns, or entities arising from any reorganization or legislative restructuring.

## ARTICLE 18 TERM OF AGREEMENT

This amended Agreement shall become effective as of January 1, 2014, and shall remain in effect until December 31, 2016, and shall thereafter automatically renew itself until either party shall give sixty days written notice prior to the anniversary date of the 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 13<sup>th</sup> day of March 2014.

FOR THE EMPLOYER:

FOR THE UNION:

opeiu:23/afl-cio



## AGREEMENT TO ADOPT THE REHABILITATION PLAN

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

Parties: Office and Professional Employees International Union. Local 23, the "Union"; and International Brotherhood of Electrical Workers Local 483, the "Employer"

Effective Date: January 1, 2014

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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:

CBA Effective Date	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> & Later
1/1/2012	48%	63%	78%	80%
2/1/2012	50%	65%	80%	80%
3/1/2012	52%	67%	80%	80%
4/1/2012	53%	68%	80%	80%
5/1/2012	55%	70%	80%	80%
6/1/2012	56%	71%	80%	80%
7/1/2012	58%	73%	80%	80%
8/1/2012	60%	75%	80%	80%
9/1/2012	62%	77%	80%	80%
10/1/2012	63%	78%	80%	80%
11/1/2012	65%	80%	80%	80%
12/1/2012	67%	80%	80%	80%
1/1/2013	69%	80%	80%	80%
2/1/2013	70%	80%	80%	80%
3/1/2013	72%	80%	80%	80%
4/1/2013	74%	80%	80%	80%
5/1/2013	76%	80%	80%	80%
6/1/2013	78%	80%	80%	80%
7/1/2013	80%	80%	80%	80%

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

WS0212

A&I RECEIVED  
APR 13 2011

## LETTER OF UNDERSTANDING

### Article 12 – Pension

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This Letter of Understanding is by and between OPEIU Union Local #23 on behalf of its members and IBEW Local 483 and it should be considered as incorporated by reference as part of the Collective Bargaining Agreement effective dates January 1, 2011 through December 31, 2013. The Agreement is as follows:

#### Article 12, Section 4 – Pension

The parties agree to adopt the updated rehabilitation plan.  
Contributions shall be as follows:

Effective January 1, 2011, the employer shall contribute into the Western States Office and Professional Employees Pension fund, 10.44% (percent) of each bargaining unit employees gross wages for each bargaining unit employee plus 31% of that amount per hour for the required 31% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

Effective January 1, 2012, the employer shall contribute into the Western States Office and Professional Employees Pension fund, 10.44% (percent) of each bargaining unit employees gross wages for each bargaining unit employee plus 46% of that amount per hour for the required 46% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

Effective January 1, 2013, the employer shall contribute into the Western States Office and Professional Employees Pension fund, 10.44% (percent) of each bargaining unit employees gross wages for each bargaining unit employees plus 61% of that amount per hour for the required 61% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

The Union and the Employer effective April 1, 2011, either party may request in writing to reopen Article 12, Section 4 only.

IBEW Local 483

OFFICE AND PROFESSIONAL

opeiu:23/af:cio

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

**Employer  
Participation  
Agreement**

The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan")<sup>1</sup> for participation as a Participating Employer to the Plan as provided in this Agreement. FEB 28 2011

1. Employer Information.

Name: IBEW Local 483  
Contract Person: Alice A. Phillips  
Address: 3525 S. Alder St.  
City, State & Zip: Tacoma, WA 98409  
Telephone: (253) 565-3232

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.

<sup>1</sup> 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.

FEB 28 2011

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED AND

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

**AGREEMENT**

between

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION NO. 570**

and

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION  
LOCAL NO. 30, AFL-CIO**



**AUGUST 1, 2015 THROUGH JULY 31, 2017**



SECTION 2. 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. The Union Shop Card to be the property of the Union.

### **ARTICLE XXIII PENSION**

SECTION 1. The Employer agrees to contribute to the Western States Office and Professional Employees Pension Trust Fund, a contribution on behalf of the current employees, Mary Grube and Berni Capara, in the following amounts:

Effective August 1, 2013 - \$3.11 per hours worked.

Any employee hired after August 1, 2015 will not be eligible to participate in the Western States Office and Professional Employees Pension Trust Fund.

SECTION 2. Effective August 1, 2015, the parties agree to establish an annuity/retirement savings program for all eligible employees as defined in this Article. The contribution rate shall be two (2) percent of gross earnings effective August 1, 2015. The contribution rate shall be three (3) percent of gross earnings effective August 1, 2016. All contributions to this fund shall be made by the Employer.

The Union and the Employer agree to meet and establish an annuity/retirement savings plan for the employees. Once established, contributions shall be made retroactively to August 1, 2015.

SECTION 3. Employees, who are not qualified by reason of age or other factors, other than requirements of Section 4 of this Article, to participate and/or derive benefits under a Pension Plan or annuity/retirement savings plan, shall receive a tax/burden adjusted equivalent contribution equal to the current negotiated contribution amount, in addition to their regular wage in lieu of the pension contribution.

SECTION 4. Regular part-time employees who work over seventy (70) hours per month shall be covered by the provisions of this Article. If a regular part-time employee does not accumulate the seventy (70) hours, said employee shall be paid the stipulated rate as listed in the Classifications and Wages page of this Agreement.

SECTION 5. The Employer and the employee's 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 or of any other Fund the parties mutually agree to for the purpose of providing retirement benefits to the employees covered by this Agreement.



SECTION 6. Upon receiving notice from Western States Office and Professional Employees Pension Trust Fund (the Fund), legal counsel, or either party, of a mass withdrawal, termination, insolvency or any regulatory take-over of the Fund, the parties agree to meet within three days to discuss requirements and actions to address continued participation in the Fund.

#### **ARTICLE XXIV MODIFICATION**

It is agreed by the parties to this Agreement, that in the event the laws, State or Federal, pertaining to the Union Security are changed by Congressional or Legislative Amendments, Court Decisions or Government or State Regulations or Decisions, they will immediately reopen this Agreement for negotiation on Union Security.

#### **ARTICLE XXV ALTERATION AND VALIDITY OF AGREEMENT**

SECTION 1. Should any portion of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such provisions shall be superseded by the appropriate provisions of such laws or regulations, so long as same is in force and effect, and such invalidation of such portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. The Employer and the Union shall meet to negotiate new contract language to replace the particular provision(s) aforementioned, if requested by either party.

SECTION 2. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer.

#### **ARTICLE XXVI TERM OF AGREEMENT**

All terms of this Agreement shall become effective the 1st day of August 2015, and shall continue in full force and effect until July 31, 2017, and shall be automatically renewed from year to year, unless the Union or Employer serves upon the other written notice by certified mail of desire to modify, amend, or terminate this Agreement, in which case, the written notice shall be given at least thirty-five (35) calendar days prior to the expiration date of this Agreement, or to the expiration of any automatic yearly extension.

IN WITNESS WHEREOF, THE parties being duly authorized have hereunto set their official seals, duly attested, this 17<sup>th</sup> day of July, 2015.

IN WITNESS WHEREOF, THE parties being duly authorized have hereunto set their official seals, duly attested, this 17<sup>th</sup> day of July, 2015.

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL #570 AFL-CIO**



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

319-0557  
FEB 16 2011

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name: IBEW Local 570  
Contract Person: Berni Capara  
Address: 750 S. Tucson Blvd.  
City, State & Zip: Tucson, AZ 85716  
Telephone: 520-622-6745

2. Local Information.

Employer has a collective bargaining agreement with Local Union 319 (insert number) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a (insert form of business): 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): IBEW Local 570.

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.**



FEB 16 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:

APR 26 2011

LOCAL NO. 319



# OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

AMERICAN FEDERATION OF LABOR - CONGRESS OF INDUSTRIAL ORGANIZATIONS

CANADIAN LABOR CONGRESS

TUCSON, ARIZONA



April 20, 2011

*Need more  
info on  
rehab & rate*

Jennifer Abbott, Senior Benefit Specialist  
Western States Office & Professional Employees  
Pension Fund – A & I Benefit Plan Administrators  
1220 SW Morrison St., Ste 300  
Portland, OR 97205

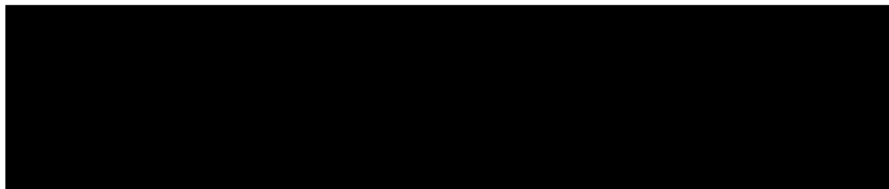
Dear Ms. Abbott:

It has come to my attention that you may have not received the enclosed copies of the following Agreements or Addendums thereto:

WS 0559 International Association of Machinists and Aerospace Workers Old Pueblo  
Lodge No. 933 dated February 1, 2010

WS 0557 IBEW Local Union #570 – August 1, 2010 through July 31, 2013 & Addendum  
Adopting the Western States Office & Professional Employees Pension Trust  
Update Rehabilitation Plan schedule.

Thank you for your attention to the above and enclosed.



Vice President OPEIU #319  
750 S. Tucson Blvd.  
Tucson, AZ 85716

Enclosures:



/evma  
opeiu:319  
all-cio  
Tucson, AZ



LETTER OF ADDENDUM

Between

International Brotherhood of Electrical Workers Local #570

And

Office and Professional Employees International Union Local #319

It is hereby mutually agreed that effective August 1, 2010 the International Brotherhood of Electrical Workers Local #570 hereby adopts the Western States Office & Professional Employees Pension Trust Updated Rehabilitation Plan schedule.

This Agreement reached this 9<sup>th</sup> day of April 2010 by and between the parties.

International Brotherhood of  
Electrical Workers Local #570

Office & Professional Employees  
International Union Local #319

OPEIU  
Local No. 319



Tucson, AZ  
AFL CIO

WS 0591



A&I RECEIVED

JUL 16 2015

# AGREEMENT

between

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

and

**IBEW LOCAL 574**

**NOVEMBER 1, 2013 - OCTOBER 31, 2016**

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

5. The Employer shall grant leave(s) of absence without pay for a reasonable length of time upon the request of any employee with justifiable grounds. The request shall be in writing and submitted to the Employer one (1) full work-day prior to the absence.

6. It is the responsibility of the employee(s) to notify the Business Manager and request sick leave within the first two (2) hours of the first day of absence. In the event the Business Manager is not available, the Vice President is to be notified; if the Vice President cannot be contacted, the

Recording Secretary shall be contacted. If contact is not made within the prescribed time frames the employee will be carried in a leave without pay status absent reasonable justification.

7. In the event of the full-time employee's absence, the Business Manager or his alternates may call in the relief employee after the third day or sooner if the work load necessitates it.

#### **ARTICLE 9 - HEALTH AND WELFARE BENEFITS**

1. If employee is not otherwise covered, the Employer shall provide and pay the full cost of a dental plan for full-time employee and their family. The dental plan shall be Washington Teamsters Welfare Trust, Plan C.

2. If employee is not otherwise covered, the Employer shall provide and pay the full cost of a medical plan through Blue Cross or a mutually agreeable comparable plan for the full-time employee and one (1) dependent.

Any regular part-time employee working 70 hours or more per month shall be eligible for medical plan and dental for employee only.

3. The Employer shall pay into the Western States Office and Professional Employees Pension Fund, Three Dollars (\$3.00) per compensable hour for each bargaining unit employee for the purpose of providing retirement benefits for eligible employees pursuant to provisions of the Western States Office and Professional Employees Pension Plan. At the employee's option, a portion of wage increase may be diverted to pension contribution. 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.

4. At the employee's option, they may divert a portion of their annual increase to increase their pension contribution.

#### **ARTICLE 10 – SENIORITY**

1. New employees shall be on probation for 30 calendar days from the date of hiring.

2. During the 30-day probationary period, such employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Such employees may be terminated

**OPEIU 23/IBEW 574 AGREEMENT**

10

**EXECUTED AT BREMERTON, WASHINGTON**, the day and year first above written.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO,  
LOCAL NO. 574**

**OFFICE AND PROFESSIONAL  
INTERNATIONAL UNION, LOCAL 23,  
AFL-CIO**



opeiu:23  
afl-cio  
IBEW 574 AGR 2013 - 2016

Letter of understanding

**Article 9 – Welfare and Pension**

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This Letter Agreement is by and between OPEIU Union Local #23 on behalf of its members and IBEW Local 574 and it should be considered as incorporated by reference as part of the Collective Bargaining Agreement effective dates November 1, 2013 through October 31, 2016. The Agreement is as follows:

**Article 9, Section 3 – Pension**

The Parties agree to adopt the updated rehabilitation plan.

Contributions shall be as follows:

The employer shall contribute into the Western States Office and Professional Employees Pension, Three Dollars (\$3.00) per compensable hour for each bargaining unit employees.

Effective November 1, 2013, the Employer agrees that the 75% Supplemental Contribution as defined by the Fund's Rehabilitation plan will be split between the employee and the employer as follows:

- 1) First 60% as previously agreed to in June of 2012 agreement and letter of understanding.
- 2) The additional Increase of 15% for 2013 to be split evenly between the employee and the employer.

Effective November 1, 2014, the Employer agrees that the 80% Supplemental Contribution as defined by the Fund's Rehabilitation plan will be split between the employee and the employer as follows:

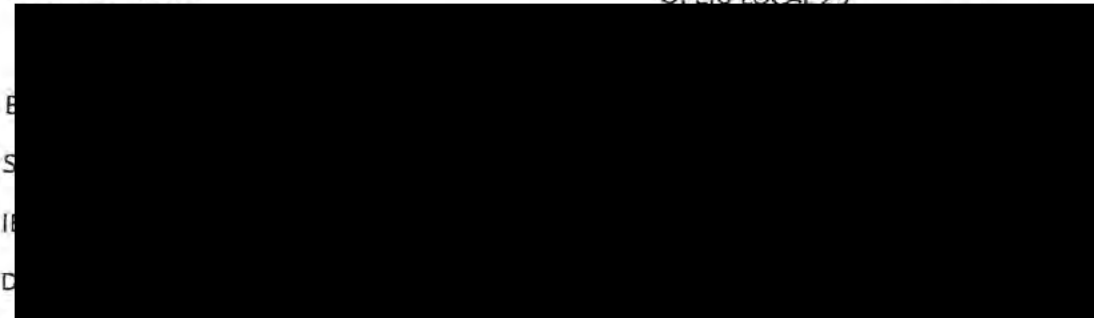
- 1) First 60% as previously agreed to in June of 2012 Agreement and letter of understanding.
- 2) The additional increase of 15% for 2013 to be split evenly between the employee and the employer.
- 3) The additional 5% for 2014 to be split evenly between the employee and the employer.

The Union and the Employer effective April 1, 2014, and each subsequent year on April 1, may request in writing to reopen Article 9, Section 3 only.

Any reduction in the percentage of pension contribution during the term of the labor agreement will be acknowledged and any employee diverted contribution to cover part of the Supplemental Contribution for the Rehabilitation Plan will be restored to wages.

IBEW LOCAL 574

OPEIU LOCAL 23



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  
International Brotherhood of Electrical Workers Local 574, the "Employer"

Effective Date: October 28, 2014

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





100-0891

LETTER OF UNDERSTANDING

**Article 9 – Welfare and Pension**

This Letter Agreement is by and between OPEIU Union Local #23 on behalf of its members and IBEW Local 574 and it should be considered as incorporated by reference as part of the Collective Bargaining Agreement effective dates November 1, 2011 through October 31, 2013. The Agreement is as follows:

**Article 9, Section 3 – Pension**

The parties agree to adopt the updated rehabilitation plan.  
Contribution shall be as follows:

Effective November 1, 2011, the employer shall contribute into the Western States Office and Professional Employees Pension fund, \$3.00 per hour on all hours of each bargaining unit employees hourly forth in Article 9 plus 45% of that amount per hour for the required 45% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

Effective November 1, 2012, the employer shall contribute into the Western States Office and Professional Employees Pension fund, \$3.00 per hour on all hours of each bargaining unit employees hourly base wage as set forth in Article 9 plus 60% of that amount per hour for the required 60% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

Effective November 1, 2013, the employer shall contribute into the Western States Office and Professional Employees Pension fund, \$3.00 per hour on all hours of each bargaining unit employees hourly base wage as set forth in Article 9 plus 75% of that amount per hour for the required 75% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

The Union and the Employer effective April 1, 2013, and each subsequent year on April 1, either party may request in writing to reopen Article 9, Section 3 only.

IBEW LOCAL 574

OFFICE AND PROFESSIONAL

LOCAL

BY

DA

opeiu:23

afl:cio

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

23-0594  
FEB 14 2011

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name: IBEW LOCAL 574  
Contract Person: SAM SMITH  
Address: 10049 KITSAP MALL BLVD NW STE 105  
City, State & Zip: SILVERDALE, WA 98383  
Telephone: (360) 492-3789

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.

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

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

a. Employer is a (insert form of business): 501 c(5) 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): IBEW Local 574

International Brotherhood of Electrical Workers 574  
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:



WS 0169  
WS 0913  
WS 0173  
WS 1166

WS 0153  
WS 4340  
WS 1144  
WS 0155

WS 1067  
WS 0726

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

**TRADE UNION OFFICE AGREEMENT  
ALAMEDA COUNTY**

**And**

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

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

**JULY 1, 2014 – JUNE 30, 2016**



Bricklayers APPR OAKLAND =  
Bricklayers JATC

July 1, 2014 – June 30, 2016

## TRADE UNION OFFICE AGREEMENT - ALAMEDA COUNTY

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

### WITNESSETH

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

#### ARTICLE 1. RECOGNITION

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

#### ARTICLE 2. UNION SECURITY

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

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



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

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

**ARTICLE 12. PENSION PLAN**

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

Effective 11/1/2009  
\$6.25

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

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

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

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

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

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

## **ARTICLE 13. TERMINATION PAY**

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

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

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

## **ARTICLE 32. UNION ELECTIONS**

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

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

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

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

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

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

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

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

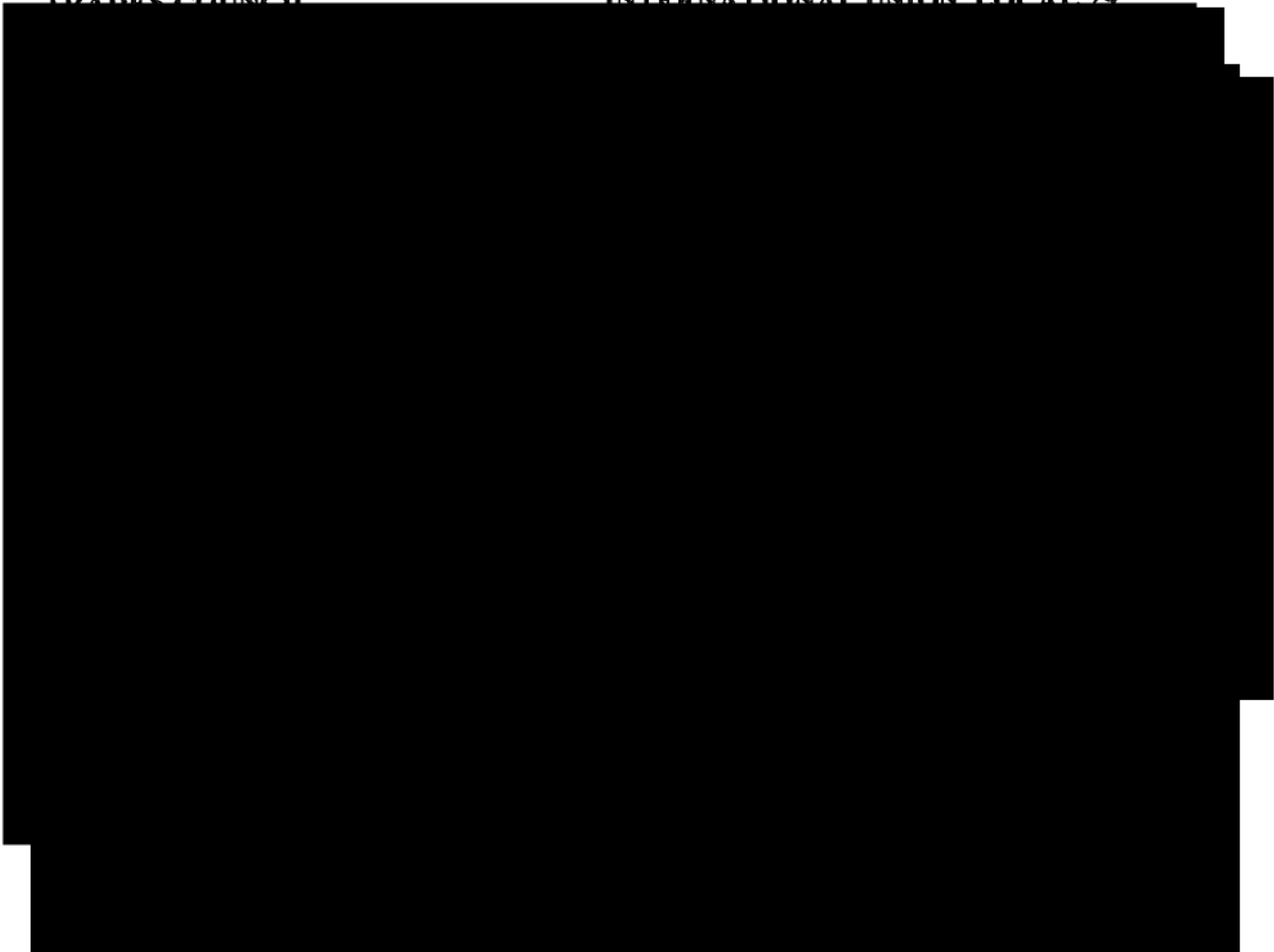
All side letters shall remain in effect for the duration of this Agreement.

**FOR THE EMPLOYER:**

**ALAMEDA BUILDING & CONST.  
TRADES COUNCIL**

**FOR THE UNION:**

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



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

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

## AGREEMENT TO EXTEND CONTRACT

*Between*

### **ALAMEDA MASTER TRADE UNION AGREEMENT,**

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

*And*

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

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

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

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

**ALAMEDA MASTER TRADE UNION**

**OFFICE & PROFESSIONAL EMPLOYEES**

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

Western States Office and  
Professional Employees  
Pension Fund

09 - 4340  
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")<sup>1</sup> for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: IBEW Local 595  
Contract Person: Victor Uno  
Address: 6250 Village Parkway  
City, State & Zip: Dublin, CA 94568  
Telephone: (925) 556-0595

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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



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

a. Employer is a (*insert form of business*): 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): International Brotherhood of Electrical Workers Local 595

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

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

5 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 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:

FEB 25 2011

WS0913

## Office & Professional Employees International Union | Local 29

### AFL-CIO & CLC

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

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

#### AGREEMENT TO ADOPT REHABILITATION PLAN

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

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

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

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

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

Effective Date: January 11, 2015

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

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

A & I RECEIVED

AUG 25 2015

WS 0516

COLLECTIVE BARGAINING AGREEMENT

Between

International Brotherhood of Electrical Workers  
Local Union 640



And

Office and Professional Employees International Union  
Local Union 30



May 1, 2015 through April 30, 2018

## ARTICLE XXIII - GRIEVANCE AND ARBITRATION - Continued

- (d) The parties may singly or jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) qualified arbitrators. Upon receipt of the names, the parties will alternately strike names until only one (1) name remains. That party is to be the Arbitrator. Striking of the first name is to be decided by casting a lot.
- (e) The fees of the arbitrator or disinterested party shall be borne equally by both parties. The decision shall be final and binding on both parties. The Arbitrator or disinterested party shall have no authority to add to, subtract from, or modify in any manner the terms and conditions as set forth in this Agreement.

## ARTICLE XXIV - PENSION

- Section 1. Effective May 1, 2012, the 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 **TWO DOLLARS AND SIXTY CENTS (\$2.60) per hour worked.**
- Effective **October 24, 1988**, the Employer agrees to contribute to the National Electrical Benefit Plan a contribution on behalf of each employee in the amount of **THREE PERCENT (3%) of gross wages.** This is an additional benefit, over and above contributions to the Western States Office and Professional Employees Pension Trust Fund. The Employer contribution as provided for herein shall be made on eligible employees on the effective date, except for employees servicing 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. Regular part-time employees who work over seventy (70) hours per month shall be covered by the provisions of this Article.
- Section 3. The Employer and employees agree to be bound by the terms and provision of the Trust Agreement and amendments thereto, of the Western States Office and Professional Employees Pension Trust Fund.

## ARTICLE XXIV - PENSION - Continued

Section 4. Effective May 1, 2012, 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 Section 1 of this Article.

## ARTICLE XXV - 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 Number 30, AFL-CIO**, and under agreement with the Union. This card is to be the property of the Union.

## ARTICLE XXVI - SEVERABILITY

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


## ARTICLE XXVII - DURATION

This Agreement shall be in full force and effect on and after the 1<sup>st</sup> day of May, 2015, to and including the 30<sup>th</sup> day of April, 2018, and shall be automatically renewed from year to year, unless the Union or signatory Employer serves upon the other party a ninety (90) day written notice to modify, amend or terminate this Agreement prior to May 1, 2018. If agreement upon such amendments or modifications is not reached before the 30<sup>th</sup> day of April, 2018, this Agreement automatically terminates, unless, prior to that date, the parties, in writing, have agreed to extend this Agreement for a specified period of time.



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

Approved by Employer Negotiating Committee: Office and Professional  
Employees International Union, Local Number 30



**PLEASE NOTE THAT THE FOLLOWING LANGUAGE JUST REPRESENTS SAMPLE  
LANGUAGE THAT IS USED BY SOME LOCAL AFFILIATES FOR CONTRACT LANGUAGE  
PURPOSES, AND IS NOT REVIEWED BY AN ATTORNEY NOR ENDORSED BY A&I BENEFIT  
PLAN ADMINISTRATORS, INC.**

"20.5 Effective with the April, 2010 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 Article 20.1."

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

**Employer  
Participation  
Agreement**

2050514

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

1. Employer Information.

FEB 18 2011

Name: IBEW Local 640  
Contract Person: Dean Wine / Business Manager - Financial Secretary  
Address: 5808 N. 7th Street  
City, State & Zip: Phoenix, AZ 85014  
Telephone: 602-264-4506

2. Local Information.

Employer has a collective bargaining agreement with Local Union 30 (*insert number*) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

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

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

4. Coverage.

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

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

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

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:
- a. Employer is a (*insert form of business*): Union Office.  
*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): IBEW Local 640.
  - 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.**

- 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 18 2011

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE

Print Name:

Title

Date Signed:

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

WS 0288

A&I RECEIVED

JUL 28 2015

# COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS LOCAL UNION 68**



**May 1, 2013 to and including April 30, 2016**

*Change  
↓  
Aug 31, 2017  
Term of agreement*



Secretary IV  
and/or Bookkeeper

\$21.25

\$21.45

\$21.75

On March 1 of every year, the Employer will conduct a work performance review of any employee who has not reached the classification level of Secretary IV to evaluate the possible elevation to the next classification.

- 19.2 Premium pay of six percent (6%) per week over the above rates shall be paid by the Employer when the Employer places an employee in charge of the office. The premium pay shall be paid only during the time that the employee is specifically placed in charge.

The employees agree that they will create a Bookkeeping Procedure Manual; to be completed within a reasonable amount of time. They also agree that they will work at cross-training in all positions so that in the event an employee is absent from work there will be adequate coverage.

#### ARTICLE 20 – PENSION

- 20.1 The Employer agrees to contribute to the Western States Office and Professional Employees Pension Fund, the following contribution on behalf of each employee per hour paid for:

Effective

5/1/08

\$2.15

- 20.2 The Employer contribution, as provided herein, shall be made on eligible employees on the effective date, except for the employees serving their thirty (30) day probationary period. The contributions for probationary employees shall start on the first of the month following the thirty (30) day probationary period. This shall apply to all employees not presently covered by another pension plan which is Employer paid.
- 20.3 If an employee is injured on the job, the Employer shall continue to pay the required contributions for a period of three (3) months following the end of the month in which the injury occurs. If an employee is on sick leave or personal leave of absence in excess of forty-five (45) working days, the Employer will not be required to pay into the fund after the first forty-five (45) working days, 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 In addition, the Employer agrees to deduct from gross salary and remit to the Office and Professional Employees International Union Local #30 401(k) Retirement Plan any amount as may be properly authorized by the employee.
- 20.6 Effective with the January, 2010 hours paid, the Employer agrees to adopt the Western States Office and Professional Employees Pension Rehabilitation Plan. The Employer also agrees to contribute on behalf of each employee the surcharge 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 will adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in Article 20.1.

#### **ARTICLE 21 – MATERNITY LEAVE**

- 21.1 The Employer will establish reasonable rules to govern maternity leave in accordance with Title VII of the Civil Rights Act. Such rules shall be subject to the grievance and arbitration procedure set forth in Article 23, "Grievance and Arbitration".

#### **ARTICLE 22 – TECHNOLOGICAL CHANGES**

- 22.1 In the event of technological changes, such as but not limited to the introduction of data processing equipment, computers, or other automated machines, the Employer agrees to discuss such changes, and the rate of pay for such jobs, with the Union prior to the installation of such equipment.
- 22.2 In the event the Union and the Employer cannot reach Agreement on the rates of pay for new classifications established in accordance with this Article, then either party shall have the right to submit the dispute to the arbitration procedure set forth in Article 23, "Grievance and Arbitration".

#### **ARTICLE 23 – GRIEVANCE AND ARBITRATION**

- 23.1 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.

## **ARTICLE 24 – SKILL UPGRADE**

- 24.1 Employees are encouraged to take skill upgrade training after work hours. With mutual Agreement between the employee and the Employer on the course selection, the Employer will reimburse 100% of the cost including tuition, books, and supplies upon the successful completion of the course(s).
- 24.2 The Employer further agrees to reward skill upgrade training on courses of eight (8) or more hours with a \$200.00 bonus to be paid upon the successful completion of the course.
- 24.3 All employees will strive to cross train with other employees sufficiently to enable the continuous flow of business operation when an employee is absent from work.

## **ARTICLE 25 – PRE-EMPLOYMENT DRUG TESTING**

- 25.1 Pre-employment drug testing may be performed, at the Employers expense, on all job applicants as a condition of employment. An applicant for employment taking a drug and alcohol screening test with a negative result and being accepted for employment by the Employer will receive a total payment of \$50.00.

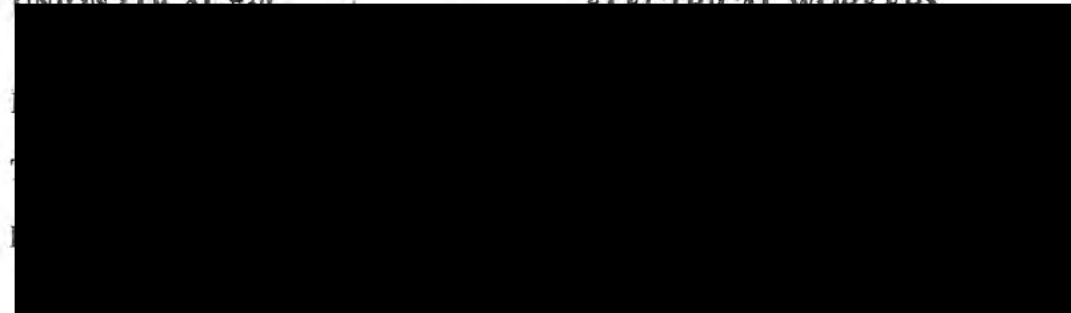
## **ARTICLE 26 – TERM OF AGREEMENT**

- 26.1 This Agreement shall be in full force and effect from the first day of May, 2013, to and including the thirtieth (30<sup>th</sup>) day of April, 2016, and shall continue in full force and effect from year to year thereafter, unless this Agreement is terminated or changed pursuant to the following conditions:
  - A) If either party elects to terminate this 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 this Agreement, give written notice to the other party of intention to terminate, and by such action, this Agreement shall for all purposes terminate as of the expiration date of this Agreement.
  - B) If either party elects to change any of the provisions of this 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 this Agreement, give written notice to the other party.
  - C) If either party is served with notice of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice, which time may be extended by mutual Agreement.

In witness whereof, the parties named above have affixed the signature and title of their authorized representatives:

OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION LOCAL #30

INTERNATIONAL  
BROTHERHOOD OF  
ELECTRICAL WORKERS



**Memorandum of Understanding**  
**between**  
**IBEW Local 68**  
**and**  
**OPEIU Local 30**

The parties agree that there will be an extra wage increase as indicated below, and to extend the dates in duration to end August 31, 2017 not April 30, 2016.

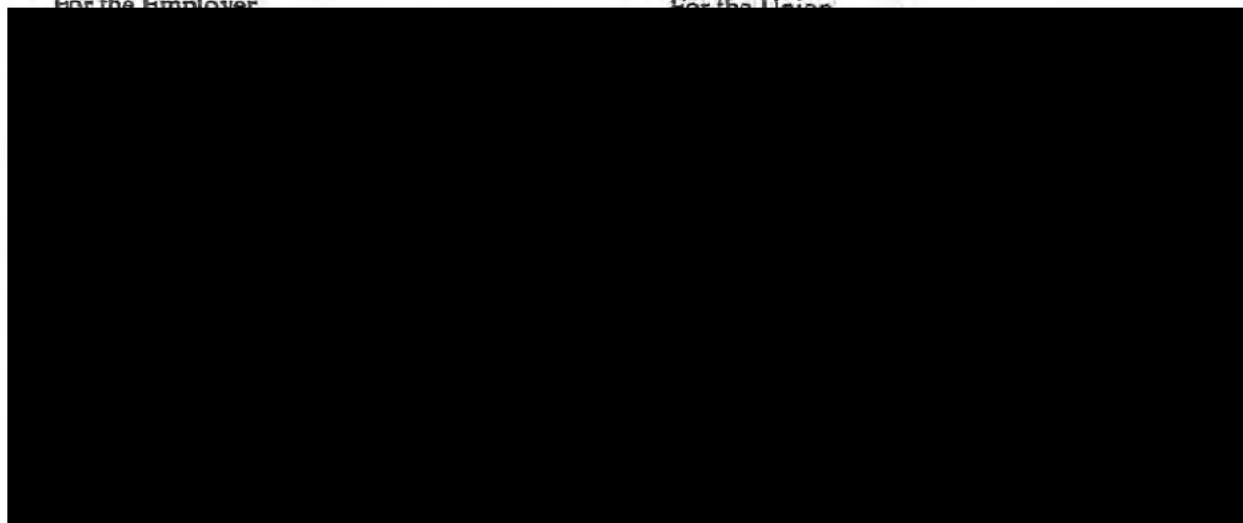
**ARTICLE 19 – CLASSIFICATION AND WAGES**

<b>Classification</b>	<b>5/1/2015 + \$0.30</b>	<b>6/1/2015 + 3.5%</b>	<b>5/1/2016 +3.7%</b>
Secretary I	\$20.55	\$21.27	\$22.06
Secretary II	\$20.95	\$21.68	\$22.49
Secretary III	\$21.36	\$22.11	\$22.93
Secretary IV/ Bookkeeper	\$21.75	\$22.51	\$23.34

The above amendments shall become part of the current collective bargaining agreement upon execution of this Memorandum of Understanding.

For the Employer

For the Union





WS 0288

## MEMORANDUM OF AGREEMENT

The undersigned parties agree to change the current collective bargaining agreement between Office and Professional Employees International Union and International Brotherhood of Electrical Workers Local Union 68, dated May 1, 2006 through April 30, 2009 as follows:

### ARTICLE 20 – PENSION

- 20.6 Effective with the January, 2010 hours worked the Employer agrees to adopt the Western States Office and Professional Employees Pension Plan Supplemental Employer Contribution Schedule. Based on this decision, the Employer agrees that the current surcharge will be eliminated and the contribution rate will be increased to 26% over the current contribution rate and will then change yearly according to the Supplemental Employer Contribution Schedule as provided by the Trustees of the Western States Office and Professional Employees Pension Plan.

OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL

INTERNATIONAL  
BROTHERHOOD OF





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

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**I.B.E.W. LOCAL 76**

**AND**

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

**FOR THE PERIOD OF**

**DECEMBER 9, 2015 THROUGH AUGUST 31, 2019**

**AGREEMENT TO ADOPT THE REHABILITATION PLAN**

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

Parties: Office and Professional Employees International Union, Local 8, the "Union";  
and I.B.E.W. Local 76

Effective Date: December 9, 2015

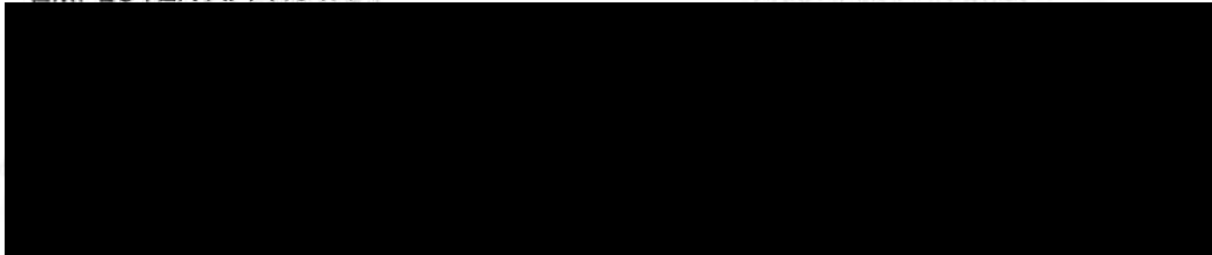
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The Union and the Employer hereby agree to amend their Collective Bargaining Agreement as follows:

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:



**ADDENDUM "A"**  
**OFFICE ASSISTANT**

Effective 1/1/16 through 8/31/16

	Base Wage	Western State Pension Wage	Western State Pension Surcharge	Western State Total	PCPF Pension Wage	PCPF Recovery	PCPF Total	LU 76 Annuity	Total Package
	3.5% Increase to Base	Rate at 1/1/15 Wages	80% of Pension Rate		Rate at time of Recovery	239%		Flat Rate	
Start	\$17.40	\$0.84	\$0.67	\$1.51	\$1.14	\$1.58	\$2.72	\$1.22	\$22.85
1 Year	\$18.27	\$0.88	\$0.70	\$1.58	\$1.19	\$1.65	\$2.84	\$1.28	\$23.98
2 Year	\$19.18	\$0.93	\$0.74	\$1.67	\$1.25	\$1.74	\$2.99	\$1.34	\$25.19
3 Year	\$20.14	\$0.97	\$0.78	\$1.75	\$1.31	\$1.82	\$3.13	\$1.41	\$26.43
4 Year	\$21.15	\$1.02	\$0.82	\$1.84	\$1.38	\$1.92	\$3.30	\$1.48	\$27.76
5 Year	\$22.21	\$1.07	\$0.86	\$1.93	\$1.45	\$2.02	\$3.47	\$1.55	\$29.15
10 Year	\$24.43	\$1.18	\$0.94	\$2.12	\$1.59	\$2.21	\$3.80	\$1.71	\$32.06
15 Year	\$26.87	\$1.30	\$1.04	\$2.34	\$1.75	\$2.43	\$4.18	\$1.88	\$35.27
20 Year	\$29.56	\$1.43	\$1.14	\$2.57	\$1.93	\$2.68	\$4.61	\$2.07	\$38.81

No employee's base pay will be reduced due to the implementation of this new wage/benefit schedule.

Year 17.5 - \$500.00 Lump Sum Bonus

Year 22.5 - \$500.00 Lump Sum Bonus

Increase	Wages	PCPF Recovery
9/1/2016	3.5%	246%
9/1/2017	3.5%	250%
9/1/2018	3.5%	TBD

**ADDENDUM “A”  
OFFICE ASSISTANT**

Effective 9/1/16 through 8/31/17

	Base Wage	Western State Pension Wage	Western State Pension Surcharge	Western State Total	PCPF Pension Wage	PCPF Recovery	PCPF Total	LU 76 Annuity	Total Package
	3.5% Increase to Base	Rate at 1/1/15 Wages	80% of Pension Rate		Rate at time of Recovery	246%		Flat Rate	
Start	\$18.01	\$0.84	\$0.67	\$1.51	\$1.14	\$1.66	\$2.80	\$1.22	\$23.54
1 Year	\$18.91	\$0.88	\$0.70	\$1.58	\$1.19	\$1.74	\$2.93	\$1.28	\$24.70
2 Year	\$19.85	\$0.93	\$0.74	\$1.67	\$1.25	\$1.83	\$3.08	\$1.34	\$25.95
3 Year	\$20.85	\$0.97	\$0.78	\$1.75	\$1.31	\$1.91	\$3.22	\$1.41	\$27.23
4 Year	\$21.89	\$1.02	\$0.82	\$1.84	\$1.38	\$2.01	\$3.39	\$1.48	\$28.60
5 Year	\$22.98	\$1.07	\$0.86	\$1.93	\$1.45	\$2.12	\$3.57	\$1.55	\$30.03
10 Year	\$25.28	\$1.18	\$0.94	\$2.12	\$1.59	\$2.32	\$3.91	\$1.71	\$33.03
15 Year	\$27.81	\$1.30	\$1.04	\$2.34	\$1.75	\$2.56	\$4.31	\$1.88	\$36.34
20 Year	\$30.59	\$1.43	\$1.14	\$2.57	\$1.93	\$2.82	\$4.75	\$2.07	\$39.98

No employee's base pay will be reduced due to the implementation of this new wage/benefit schedule.

Year 17.5 - \$500.00 Lump Sum Bonus

Year 22.5 - \$500.00 Lump Sum Bonus

Increase	Wages	PCPF Recovery
9/1/2017	3.5%	250%
9/1/2018	3.5%	TBD

**ADDENDUM “A”  
OFFICE ASSISTANT**

Effective 9/1/17 through 8/31/18

	Base Wage	Western State Pension Wage	Western State Pension Surcharge	Western State Total	PCPF Pension Wage	PCPF Recovery	PCPF Total	LU 76 Annuity	Total Package
	3.5% Increase to Base	Rate at 1/1/15 Wages	80% of Pension Rate		Rate at time of Recovery	250%		Flat Rate	
Start	\$18.64	\$0.84	\$0.67	\$1.51	\$1.14	\$1.71	\$2.85	\$1.22	\$24.22
1 Year	\$19.57	\$0.88	\$0.70	\$1.58	\$1.19	\$1.79	\$2.98	\$1.28	\$25.41
2 Year	\$20.55	\$0.93	\$0.74	\$1.67	\$1.25	\$1.88	\$3.13	\$1.34	\$26.69
3 Year	\$21.58	\$0.97	\$0.78	\$1.75	\$1.31	\$1.97	\$3.28	\$1.41	\$28.01
4 Year	\$22.66	\$1.02	\$0.82	\$1.84	\$1.38	\$2.07	\$3.45	\$1.48	\$29.42
5 Year	\$23.79	\$1.07	\$0.86	\$1.93	\$1.45	\$2.18	\$3.63	\$1.55	\$30.90
10 Year	\$26.17	\$1.18	\$0.94	\$2.12	\$1.59	\$2.39	\$3.98	\$1.71	\$33.98
15 Year	\$28.79	\$1.30	\$1.04	\$2.34	\$1.75	\$2.63	\$4.38	\$1.88	\$37.38
20 Year	\$31.66	\$1.43	\$1.14	\$2.57	\$1.93	\$2.90	\$4.83	\$2.07	\$41.13

No employee's base pay will be reduced due to the implementation of this new wage/benefit schedule.

Year 17.5 - \$500.00 Lump Sum Bonus

Year 22.5 - \$500.00 Lump Sum Bonus

Increase	Wages	PCPF Recovery
9/1/2018	3.5%	TBD



LETTER OF AGREEMENT  
BETWEEN  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 76  
AND  
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8

The International Brotherhood of Electrical Workers (IBEW) Local No. 76, hereinafter referred to as the "Employer" and the Office and Professional Employees International Union (OPEIU) Local No. 8, hereinafter referred to as the "Union," agree to the following:

- 1) Effective December 9, 2015, the Employer's monthly contribution into the Western States Office and Professional Employees Pension Fund of five percent (5%) of an employee's base hourly wage as of January 1, 2015, shall be converted to a flat dollar amount for each of the Pay Steps as follows:

Pay Steps	Base Wage Rates as of 1/1/15	Flat \$ Amount of 5% of each Pay Step	80% Western States Rehabilitation Supplemental Contribution	Employer's Total Hourly Contribution to Western States Pension
Start	16.81	.84	.67	1.51
1 Year	17.68	.88	.71	1.59
2 Year	18.54	.93	.74	1.67
3 Year	19.46	.97	.78	1.75
4 Year	20.42	1.02	.82	1.84
5 Year	21.45	1.07	.86	1.93
10 Year	23.64	1.18	.95	2.13
15 Year	25.96	1.30	1.04	2.34
20 Year	28.57	1.43	1.14	2.57

- 2) The Employer shall make contributions as described above on behalf of each bargaining unit employee for all compensable hours.
- 3) The Employer agrees to and shall be bound by all the terms, conditions and provisions of the Western States Office and Professional Employees Pension Fund 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.
- 4) All terms and conditions of the current Collective Bargaining Agreement (December 9, 2015 – August 31, 2019) remain in full force and effect.

EXECUTED in Tacoma, Washington this 30<sup>th</sup> day of June, 2016.

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL 76

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL 8

Business Manager

Union Representative



WS 0225

A & I RECEIVED

Rec'd  
5/23/12 ✓

LETTER OF UNDERSTANDING  
**Article XXII – Termination and Renewal**

This Letter Agreement is by and between OPEIU Union Local #23 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, 2009 through April 30, 2012. The Agreement is as follows:

Article 12 – Compensation    Section 3 – Pension  
The parties agree to adopt the updated rehabilitation plan.  
Contribution shall be as follows:

5% OPEIU rate into the Western States Pension will remain at the 5/14/2009 rate and remain there for the term of the Labor Agreement

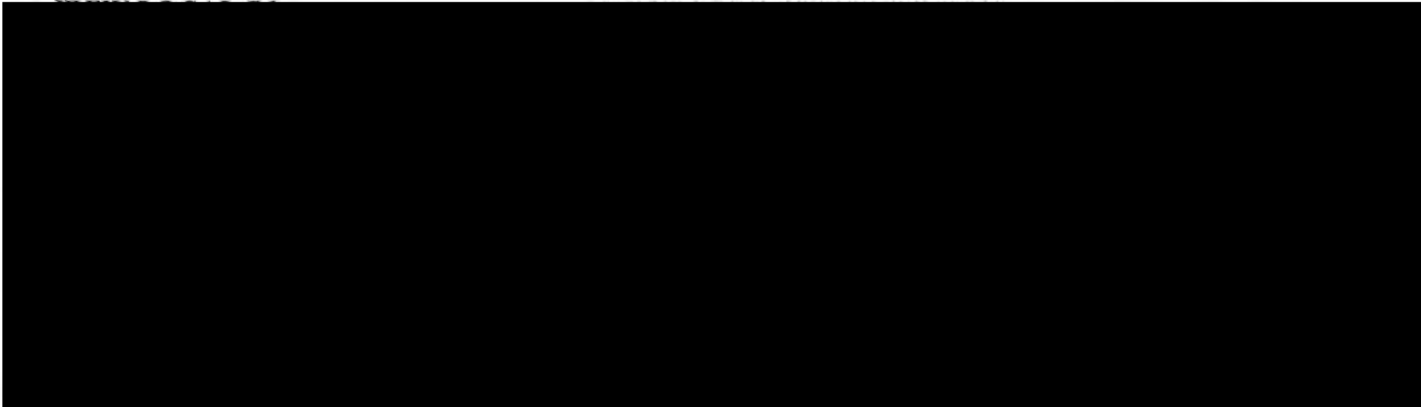
Effective January 1, 2010, the employer shall contribute into the Western States Office and Professional Employees Pension fund, 5% (percent) of each bargaining unit employees hourly base wage as set forth in Addendum "A" plus 15% of that amount per hour for the required 15% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

Effective May 1, 2010, the employer shall contribute into the Western States Office and Professional Employees Pension fund, 5% (percent) of each bargaining unit employees hourly base wage as set forth in Addendum "A" plus 15% of that amount per hour for the required 15% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

Effective May 1, 2011, the employer shall contribute into the Western States Office and Professional Employees Pension fund, 5% (percent) of each bargaining unit employees hourly base wage as set forth in Addendum "A" plus 30% of that amount per hour for the required 30% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

The Union and the Employer effective April 1, 2011, either party may request in writing to reopen Section 3 only.

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



AUG 16 2010

LETTER OF UNDERSTANDING  
Article XXII – Termination and Renewal

This Letter Agreement is by and between OPEIU Union Local #23 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, 2009 through April 30, 2012. The Agreement is as follows:

Article 12 – Compensation Section 3 - Pension  
The parties agree to adopt the updated rehabilitation plan.  
Contribution shall be as follows:

5% OPEIU rate into the Western States Pension will remain at the 5/14/2009 rate and remain there for the term of the Labor Agreement

Effective January 1, 2010, the employer shall contribute into the Western States Office and Professional Employees Pension fund, 5% (percent) of each bargaining unit employees hourly base wage as set forth in Addendum "A" plus 15% of that amount per hour for the required 15% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

Effective May 1, 2010, the employer shall contribute into the Western States Office and Professional Employees Pension fund, 5% (percent) of each bargaining unit employees hourly base wage as set forth in Addendum "A" plus 15% of that amount per hour for the required 15% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

Effective May 1, 2011, the employer shall contribute into the Western States Office and Professional Employees Pension fund, 5% (percent) of each bargaining unit employees hourly base wage as set forth in Addendum "A" plus 30% of that amount per hour for the required 30% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

The Union and the Employer effective April 1, 2011, either party may request in writing to reopen Section 3 only.

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

IBEW LOCAL 76

OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL UNION LOCAL  
NO. 23

opeiu.23  
afl:cio

Western States Office and  
Professional Employees  
Pension Fund

WS 0325

Employer  
Participation  
Agreement

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

RECEIVED  
AUG 17 2011

1. Employer Information.

Name: IBEW LOCAL #76  
Contract Person: DENNIS CALLIES / BUSINESS MANAGER  
Address: 3049 50 36<sup>th</sup> ST  
City, State & Zip: TACOMA, WA. 98409  
Telephone: 253-475-1192

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.

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



AUG 17

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): Electrical 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): IBEW LOCAL #76.
  - 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.**

A & I RECEIVED

AUG 1 3 11.1

- 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

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**I.B.E.W. 76 CREDIT UNION**

**AND**

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

**FOR THE PERIOD OF  
JANUARY 1, 2016 THROUGH DECEMBER 31, 2019**



made within seven (7) calendar days following receipt of the Employer's answer in Step 3. The federal mediator will have 30 days to attempt to mediate a resolution. If neither party takes action within seven (7) calendar days from the end of the thirty (30) day period, the matter will be considered dropped and no further action will be taken by either party regarding this grievance.

- Step 5. If the grievance is not settled on the basis of the foregoing procedures, either the Employer or the Union may submit the issue to arbitration within seven (7) calendar days following receipt of the written response from the Employer Representative. If the Employer and the Union fail to agree on an arbitrator, a list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. Once the panel is received, the parties will have five (5) working days to select the Arbitrator. The parties shall thereupon alternate in striking names from panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The Arbitrator shall confine himself/herself to the issue submitted for arbitration and shall have no authority to determine any other issue not submitted to him/her. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (½) of the fee for the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expense shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other party.

## ARTICLE 14

### WELFARE AND PENSION

**Section 14.1** The Employer shall provide State Industrial Insurance coverage or equivalent for all employees.

**Section 14.2 MEDICAL AND DENTAL.** The Employer shall furnish IBEW Health and Welfare coverage, or comparable plan, for all full-time employees and families. The Employer shall pay the entire cost of this coverage at the rate as may be fixed from time to time. Employees compensated for eighty (80) hours or more the previous month shall be eligible for coverage.

**Section 14.3** All part-time employees shall receive a lump sum payment equal to Two Dollars and fifteen cents (\$2.15) per hour for each hour worked during that month, such payment to be in lieu of Medical Coverage.

**Section 14.4 PENSION.** The Employer shall pay into the Western States Office and Professional Employees Pension Fund for each bargaining unit employee to provide retirement benefits pursuant to provisions of the Western States Office and Professional Employees Pension Fund. Payments shall be made by the 15th of the following month.

Effective January 1, 2016 - \$3.50 per compensable hour

**Section 14.5** 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 provisions thereof.

**Section 14.6** The employer shall contribute into a 401K or similar plan the amount per hour, as outlined in Schedule "A", of this agreement, for each compensated hour worked by their employees performing work covered by this Agreement.

## **ARTICLE 15**

### **NONDISCRIMINATION**

**Section 15.1** The Employer agrees that he will not discriminate against an employee because of their activity as a member of the Union.

**Section 15.2** Neither the Union nor the Employer in carrying out their obligations under this contract shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, sex, sexual orientation, disability, marital status, military status or age.

## **ARTICLE 16**

### **COMPENSATION**

**Section 16.1** Employees will be classified in accordance with skills used and shall be paid not less than the minimum for such classification in accordance with the table of job classifications and rates of pay in Schedule "A" which is attached hereto and made a part of this Agreement. Employees shall receive wage increases in accordance with the automatic length of service provisions of Schedule "A." The step raises in Schedule "A" expressed in calendar months apply to part-time as well as full-time employees.

**Section 16.2** Any position not covered by Schedule "A" or any positions which may be established during the life of this Agreement shall be subject to negotiations between the Employer and the Union. Such positions shall not be established and put into operation until such time as agreement is reached between the parties as to the classification and rate of pay for the position. In the event that the parties are unable to agree as to the classification and rate of pay for the job in question, such dispute shall be submitted to the arbitration procedure contained in this Agreement.

**Section 16.3** Regular part-time employees shall be entitled to and shall receive vacations with pay, paid sick leave and any and all other benefits, unless specifically otherwise stated herein, on the same basis as regular full-time employees pro-rated to the number of hours worked per month.

## ARTICLE 20

### SUCCESSOR CLAUSE

**Section 20.1** In the event the Employer shall, by merger, consolidation, or by any other means enter into an agreement with another Local, International or individual which, in whole or part, affects the existing appropriate collective bargaining unit, then the employer will give the Union thirty (30) day written notice of any such impending action.

**Section 20.2** The Employer shall notify potential successors of the existence of this Agreement but shall not require potential successors to assume this Agreement.

**Section 20.3** If any such merger, consolidation or other action will affect the terms of this Agreement, the Employer will request that the potential successor meet with the Union.

## ARTICLE 21

### TERMINATION AND RENEWAL

**Section 21.1** This Agreement shall become effective January 1, 2016 and shall remain in effect until December 31, 2019, and shall thereafter automatically renew itself from year to year until either party shall give sixty (60) 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.

SIGNED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2016.

FOR THE EMPLOYER:

FOR THE UNION:

I.B.E.W. #76 FEDERAL

OFFICE AND PROFESSIONAL EMPLOYEES

**AGREEMENT TO ADOPT THE REHABILITATION PLAN**

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

Parties: Office and Professional Employees International Union. Local 8, the  
"Union" and I.B.E.W. Local 76 Credit Union, the "Employer"

Effective Date: January 1, 2016

---

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.

EMPLOYER APPROVAL

UNION APPROVAL

psiel#1239/afl-cio

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

0987  
FEB 17 2011

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name: IBEW # 76 Federal Credit Union  
Contract Person: MARILISA HOLLINGEN  
Address: 3049 S 36TH ST Suite 103  
City, State & Zip: TACOMA WA 98516  
Telephone: 253-475-6661

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.

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

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:
- a. Employer is a (insert form of business): FINANCIAL INSTITUTION.  
*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): IBEW # 710 Federal Credit Union
  - 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  
\_\_\_\_\_ 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 17 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 A**

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:



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

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MASTER TRADE SECTION**

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

**FOR THE PERIOD OF**

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

## ARTICLE 15

### PENSIONS

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

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

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

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

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

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

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

**ARTICLE 22**

**TERMINATION AND RENEWAL**

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

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

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



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

**FEB 14 2011**  
**8-8 101**

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name: I.B.E.W., Local 89  
Contract Person: Ray Egelhoff, Business Manager  
Address: P.O. Box 3219  
City, State & Zip: Arlington, WA 98223  
Telephone: 360-657-1423

2. Local Information.

Employer has a collective bargaining agreement with Local Union 89 (*insert number*) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

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

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

4. Coverage.

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

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

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



5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:
- a. Employer is a (*insert form of business*): Union Hall.  
*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): I.B.E.W., Local Union No. 89
  - c. Employer elects to participate in the Plan as a contributing employer.
  - d. Employer now has the following employees (insert number):  
2 employees covered by the collective bargaining agreement; and  
                     employees who are not covered by the collective bargaining agreement.
  - e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.
  - f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.**
6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:
- a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.
  - b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**



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

#### APPROVAL OF PARTICIPATION AGREEMENT

##### APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED

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 31<sup>st</sup> day of May 2011.

OFFICE AND PROFESSIONAL EMPLOYEES

FOR THE TRADE SECTION EMPLOYERS

## Trade Section Employers Participating in Western States Pension Fund

2016

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

#8133

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

#8111

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

#8222

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

#8152

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

#8155

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

#8240

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

#8181

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

#8253

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

#8109

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

#8101

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

#8255

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

#775

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

#8235

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

#8162

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

#8138

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

#8127

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

#8241

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

#8108

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

#8154

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

#8118

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

#8164

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

#8226

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

#8126



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

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**INTERNATIONAL LONGSHORE & WAREHOUSE  
UNION LOCAL NO. 19**

**AND**

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

**FOR THE PERIOD OF**

**JULY 1, 2014 THROUGH JUNE 30, 2019**



Section 13.3(a) Should an employee covered by this Agreement become disabled, the Employer shall continue to pay health, welfare and pension contributions up to a maximum of three (3) years, which may be extended with approval from the Employer.

Section 13.3(b) The Employer may choose to have an independent medical evaluation done to determine the employee's medical status. If the parties are unable to agree, the decision will be referred to arbitration as per Article 20. The arbitrator's ruling shall be final and binding.

Section 13.4 Upon retirement, the Employer shall pay for a Medicare Supplemental Plan. If the employee has opted for early retirement (age 59.5 to 65), the Employer shall continue to pay health and welfare contributions until age 65 and the employee qualifies for Medicare. The employee must have at least thirteen (13) years of service to be eligible for these benefits.

## ARTICLE 14

### PENSIONS

Section 14.1 The Employer agrees to and shall be bound by all the terms, conditions and provisions of the Trust Agreement and any changes, additions, amendments or modifications thereto which are made by the authorized joint Trustees of the Office and Professional Employees Retirement Plan.

Section 14.2 Said contribution shall be made to the Office and Professional Employees Retirement Plan in the manner as set forth in the Trust Agreement of said Trust. The details of such Retirement Plan established by this Trust Fund and this Trust Fund itself shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and management who are signators to the Trust Agreement of the aforesaid Trust Fund.

### Section 14.3 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.

Section 14.4 In addition to the above, employees may elect to participate in an ILWU 401(k) Retirement Plan if available, subject to the restrictions outlined by IRS regulations and percentage amount restricted by law.

Effective July 1, 2014 and for the life of this Agreement, the Employer shall contribute the below amounts per hour, for the employees covered by the Agreement, into the ILWU 401(k) Retirement Plan. The contributions shall be subject to the restrictions outlined by the IRS regulations and the percentage amount restricted by law.

July 1, 2014 - \$1 per hour  
July 1, 2015 - \$1 per hour  
July 1, 2016 - \$1 per hour  
July 1, 2017 - \$1 per hour  
July 1, 2018 - \$1 per hour

Section 14.5(a) Effective July 1, 2014, 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 contribution:

Effective July 1, 2014, the Employer shall contribute \$5.40 per compensable hour into the Western States Office and Professional Employees Pension Fund (\$3.00 hourly contribution plus \$2.40 per hour for the required 80% Supplemental Contribution as defined by the Fund's Rehabilitation Plan).

Section 14.5(b) Said contributions 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.

## ARTICLE 15

### SALARY SCHEDULE AND JOB CLASSIFICATIONS

Section 15.1(a) Effective July 1, 2014 and for the duration of this Agreement, the minimum starting salary rate shall be \$25.00 per hour.

All bargaining unit employees will receive the following wage increase to their hourly rate of pay:

Effective	7/1/14:	+\$1.00
Effective	7/1/15:	+\$1.00
Effective	7/1/16:	+\$1.00
Effective	7/1/17:	+\$1.00
Effective	7/1/18:	+\$1.00

provision by requiring the production of documents and other evidence.

Section 20.5 In the event either party fails to deliver to the other a signed agreement in writing to submit any question to arbitration within 96 hours after receipt of a request from the other to submit such question to arbitration, such party shall, notwithstanding any other provisions of this Agreement, have the right to strike, take economic or other appropriate action. By exercising its rights under this Section, neither party shall be deemed to have waived its right to proceed in the courts to compel the other to submit to arbitration.

## ARTICLE 21

### PICKET LINES

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

## ARTICLE 22

### TERMINATION AND RENEWAL

This Agreement shall be in full force and effect until June 30, 2019, and shall continue in effect from year to year thereafter unless either party gives notice in writing at least sixty (60) days prior to any expiration or modification date 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 provisions of this Agreement, any other provision to the contrary notwithstanding.

EXECUTED at Seattle, Washington this \_\_\_\_\_ day of August 2015.

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL NO. 8,

INTERNATIONAL LONGSHORE  
WAREHOUSE UNION LOCAL NO. 19

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

APR 08 2011  
12WU Local 19  
WS 8252

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name:

DCS Apprenticeship & Training Trust

Contract Person:

Douglas Wagner

Address:

6770 E Marginal Way S. Bldg. E

City, State & Zip:

Seattle, WA 98108

Telephone:

206 762-7001 ext. 2

2. Local Information.

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

3. Participation.

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



An existing Participating Employer to update Plan records.



A new Participating Employer.

Effective date of coverage: \_\_\_\_\_



A new group of Employees of an existing Participating Employer.

Effective date of coverage: \_\_\_\_\_

4. Coverage.

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



Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.



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

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

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

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

a. Employer is a (insert form of business): 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): DC 5 Apprenticeship Training

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

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

3 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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



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

#### APPROVAL OF PARTICIPATION AGREEMENT

##### APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

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

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

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

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

##### APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

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

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

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

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

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

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



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

WS 8252

**Employer  
Participation  
Agreement**

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

1. Employer Information.

Name: I.L.W.U. Local #19  
Contract Person: Cam Williams  
Address: 3440 East Marginal Way S  
City, State & Zip: Seattle, WA 98134  
Telephone: 206 623-7461

A & I RECEIVED

AUG 15 2011

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:
- a. Employer is a (*insert form of business*): 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): I.L.W.U. Local #19.
  - c. Employer elects to participate in the Plan as a contributing employer.
  - d. Employer now has the following employees (insert number):  
3 employees covered by the collective bargaining agreement; and  
                     employees who are not covered by the collective bargaining agreement.
  - e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.
  - f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.**
6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:
- a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.
  - b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**

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

### APPROVAL OF PARTICIPATION AGREEMENT

#### APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED AND

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

OCT 26 2011

AUG 15 2011

## AGREEMENT TO ADOPT REHABILITATION PLAN

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

OPEIU LOCAL 11

APR 13 2016

RECEIVED

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

## **ARTICLE 16. EDUCATION**

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

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

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

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

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

#### ARTICLE 24. TERMINATION AND RENEWAL

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

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

UNITED LABOR UNION

OFFICE & PROFESSIONAL

A

## ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 16. NON-DISCRIMINATION**

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

**MEMORANDUM OF UNDERSTANDING**

between

United Labor Union Association (ULUA)

and the


OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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





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

**Employer  
Participation  
Agreement**

2920

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

FEB 10 2011

1. Employer Information.

Name: ILWU LOCAL 40  
Contract Person: Dane Jones  
Address: 2401 NW 23<sup>rd</sup> Ave  
City, State & Zip: Portland, OR  
Telephone: 503. 221. 0342

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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



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

a. Employer is a (insert form of business): 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): ILWU LOCAL 40

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

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

1 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED AND

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:



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

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MASTER TRADE SECTION**

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

**FOR THE PERIOD OF**

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

## ARTICLE 15

### PENSIONS

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

**Section 15.1(b)** Effective April 1, 2016, the Employer shall contribute \$5.67 per hour into the Western States Office and Professional Employees Pension Fund (\$3.15 hourly contribution plus \$2.52 per hour for the required 80% Supplemental Contribution as defined by the Fund's Rehabilitation Plan).

**Section 15.1(c) ANNUAL PENSION REOPENERS.** Either party may request in writing to reopen Section 15.1(b) only.

**Section 15.1(d)** If the Employer is contributing to an alternative pension plan, the minimum amount of contribution must be at least the amount specified in this Agreement for the Western States Pension Plan for each year of the contract minus the Supplemental Contribution amount. If an employee has a pension plan where both the Employer and the employee contribute, the Employer must contribute, as a minimum, the amount specified for the Western States Pension Plan for each year of this Agreement minus the Supplemental Contribution amount.

**Section 15.1(e)** Said contribution shall be made to the Western States Office and Professional Employees Pension Fund in the manner set forth in the Trust Agreement of said Trust. The details of such Retirement Plan established by this Trust Fund and this Trust Fund itself shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and management who are signators to the Trust Agreement of the aforesaid Trust Fund. Within ninety (90) days of the ratification of this Agreement, the Union shall furnish the Employer with a current copy of the Trust Agreement when requested.

**Section 15.2(a) SUPPLEMENTAL PENSION.** The Employer agrees to and shall be bound by all terms, conditions and provisions of the Trust Agreement and any changes, additions, amendments or modifications thereto which are made by the authorized Joint Trustees of the Office and Professional Employees Local 8 Supplemental 401K Retirement Fund.

**Section 15.2(b) SALARY DIVERSION.** An amount may be elected by each employee as a reduction in the minimum salary schedule described in the Salary Schedule for the purpose of contributing such amount to the Office and Professional Employees Local 8 Supplemental Retirement Fund. The Employer agrees to transmit the amounts withheld from such employees' wages on a pre-tax basis as soon as the funds can be transmitted and not later than the next payroll period following an employee's written request for such wage diversion. Employees may elect to divert any amount up to the maximum threshold set by the IRS rules governing 401(k) plans. An employee shall be entitled to only one (1) election each quarter of a calendar year. The forms for the election shall be provided by the administrative office of the aforesaid Trust Fund. The resulting salary level shall be considered to be the negotiated salary level for that employee following the election. However, for the purposes of determining any other amounts under this Agreement based upon wage level, the original amount described in the Salary Schedule shall apply.

**ARTICLE 22**

**TERMINATION AND RENEWAL**

This Agreement shall be in full force and effect until March 31, 2019, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least ninety (90) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided that, in the event the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contract notwithstanding.

EXECUTED at Seattle, Washington this \_\_\_\_\_ day of July 2016.

OFFICE AND PROFESSIONAL EMPLOYEES \_\_\_\_\_ FOR THE MASTER TRADE SECTION





**Western States Office and  
Professional Employees  
Pension Fund**

8- 8235

FEB 28 2011

**Employer  
Participation  
Agreement**

The undersigned Employer hereby applies to the Board of Trustees ("Board") of the Western States Office & Professional Employees Pension Fund ("Plan")<sup>1</sup> for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: ICUW Local 52  
Contract Person: David Black  
Address: 2414 SW Anderson St. suite F.100  
City, State & Zip: Seattle, WA 98106  
Telephone: 206-728-1948

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: 10/10/2001  
☐ A new group of Employees of an existing Participating Employer.  
Effective date of coverage: \_\_\_\_\_

4. Coverage.

This Agreement covers the following (check applicable box(es)):

- ☒ Bargaining unit employees as described in Attachment A.  
Note: Attach a copy of collective bargaining agreement.  
☐ Nonbargaining unit employees described in Attachment B (see note).  
Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

<sup>1</sup> The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.



5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:
- a. Employer is a (*insert form of business*): \_\_\_\_\_  
*Note:* Partners and sole proprietors cannot participate in the Plan but partnerships and sole proprietorships may cover their employees.
  - b. Employer is doing business under the following name(s) (attach separate page if more space is needed): \_\_\_\_\_
  - c. Employer elects to participate in the Plan as a contributing employer.
  - d. Employer now has the following employees (insert number):  
\_\_\_\_\_ employees covered by the collective bargaining agreement; and  
\_\_\_\_\_ employees who are not covered by the collective bargaining agreement.
  - e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.
  - f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.**
6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:
- a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.
  - b. **Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.**

- c. Upon approval by the Board, this application and Employer Participation Agreement shall be deemed accepted and binding without further act of Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

#### APPROVAL OF PARTICIPATION AGREEMENT

##### APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED AND

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

FEB 28

OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

The Office and Professional Employees International Union Local 8, hereinafter known as the "Union," and the Trade Section Employer Association, hereinafter known as the "Employer," hereby agree to the following:

Effective April 1, 2011, the Employers with bargaining unit employee(s) participating in Western States Office and Professional Employees Pension Fund shall contribute an additional forty-seven cents (\$0.47) per hour towards the Fund's Rehabilitation Plan Surcharge, as described in Section 15.1(c) of the current Collective Bargaining Agreement.

If the Employer is contributing to an alternative pension plan other than the Western States Office & Professional Employees Pension Fund and such plan has not required a mandatory increase in the contribution amount since June 1, 2009, then effective April 1, 2011, the Employer will divert forty-seven cents (\$0.47) per hour towards one of the following options:

- 1) Increase the Employer's contribution into the Employer's alternative pension plan by forty-seven cents (\$0.47) per hour on behalf of each bargaining unit employee; or
- 2) Divert forty-seven cents (\$0.47) per hour into the Office and Professional Employees Local 8 Supplemental 401K Retirement Fund or other defined contribution fund of the employees' choice; or
- 3) Add forty-seven cents (\$0.47) per hour to the current wage rate of the bargaining unit employee(s).

The majority of bargaining unit employee(s) shall determine which option is applied to the entire group of employees.

This Letter of Understanding does not alter any portion of the current 2010 – 2013 Collective Bargaining Agreement between the Employer and the Union.

EXECUTED in Seattle, Washington this 31<sup>st</sup> day of May 2011.

OFFICE AND PROFESSIONAL EMPLOYEES

FOR THE TRADE SECTION EMPLOYERS

## Trade Section Employers Participating in Western States Pension Fund

2016

- 1) AFT WASHINGTON, AFL-CIO  
625 Andover Park West, Suite 111  
Tukwila, WA 98188

#8133

- 2) AMALGAMATED TRANSIT UNION NO. 587  
2815 Second Avenue. #230  
Seattle, WA 98121

#8111

- 3) AMERICAN POSTAL WORKERS UNION, SEATTLE LOCAL  
P.O. Box 48148  
Seattle, WA 98148

#8222

- 4) BAKERY, CONFECTIONERY AND TOBACCO WORKERS LOCAL NO. 9  
5950 Sixth Avenue South #201  
Seattle, WA 98108

#8152

- 5) COMMUNICATIONS WORKERS OF AMERICA LOCAL NO. 7800  
6770 E Marginal Way S  
Bldg. E, Suite 360  
Seattle, WA 98108

#8155

- 6) HOD CARRIERS AND GENERAL LABORERS LOCAL NO. 242  
2800 First Avenue #50  
Seattle, WA 98121

#8240

- 7) INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES LOCAL NO. 15  
2800 First Avenue # 231  
Seattle, WA 98121

#8181

- 8) HEAT & FROST INSULATORS LOCAL 7  
(formerly INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS AND ASBESTOS  
WORKERS LOCAL NO. 7)  
14675 Interurban Ave. S #103  
Tukwila, WA 98168

#8253

- 9) INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 46  
19802 62<sup>nd</sup> Avenue S, Suite 105  
Kent, WA 98032

#8109

- 10) INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 89  
P.O. Box 3219  
Arlington, WA 98223

#8101

- 11) LABORERS' INTERNATIONAL UNION OF NORTH AMERICA  
12201 Tukwila Int'l Blvd. #140  
Seattle, WA 98168

#8255

- 12) MARTIN LUTHER KING JR. COUNTY LABOR COUNCIL  
2800 First Avenue #206  
Seattle, WA 98121

#775

- 13) INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION LOCAL NO. 52  
2414 SW Andover St. #F-100  
Seattle, WA 98106

#8235

- 14) PACIFIC NW IRONWORKERS AND EMPLOYERS & TRAINING APPRENTICESHIP COMMITTEE  
4550 South 134<sup>th</sup> Pl #101  
Tukwila, WA 98168

#8162

- 15) PILEDRIVERS LOCAL NO. 196 (formally Local No. 2396)  
4695 Pacific Highway East  
Fife, WA. 98424

#8138

- 16) PUGET SOUND ELECTRICAL APPRENTICESHIP AND TRAINING TRUST  
550 SW 7th St.  
Renton, WA 98057

#8127

- 17) REBOUND  
2800 First Avenue, Room 216  
Seattle, WA 98121

#8241

- 18) SEATTLE AREA PLUMBING AND PIPEFITTING APPRENTICESHIP AND JOURNEYMEN TRAINING TRUST  
595 Monster Rd. SW #100  
Renton, WA 98057

#8108

- 19) SEATTLE BUILDING AND CONSTRUCTION TRADES COUNCIL  
14675 Interurban Ave. S, Suite 101  
Tukwila, WA 98168

#8154

- 20) SPRINKLER FITTERS AND APPRENTICES LOCAL NO. 699  
2800 First Avenue #111  
Seattle, WA 98121

#8118

- 21) STREET PAVERS, SEWER, WATERMAIN AND TUNNEL WORKERS UNION LOCAL NO. 440  
565 13<sup>th</sup> Avenue  
Seattle, WA 98122

#8164

- 22) CEMENT MASONS & PLASTERERS TRAINING CENTERS  
(formerly WESTERN WA CEMENT MASONS JATC & ADVANCED TRAINING)  
6737 Corson Avenue S  
Seattle, WA 98108

#8226

- 23) WASHINGTON STATE LABOR COUNCIL  
314 First Ave. W  
Seattle, WA 98119

#8126