WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

THIRD SUSPENSION APPLICATION

Exhibit 15

(Part 6 of 11)

AGREEMENT

Between

ILWU, LOCAL 6

And

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

November 1, 2017 – October 31, 2020

ARTICLE XVII. HEALTH PLAN-continued

3. Health & Welfare programs shall cover employees on sick leave (paid and unpaid) to a maximum of one (1) year from the occurrence of an injury or illness, for those employed two (2) years or more. Permanent employees with less than two (2) years of service shall be covered for a maximum of three (3) months.

ARTICLE XVIII. RETIREES HEALTH PLAN

The Employer shall pay for Health Plan coverage for eligible retired employees under this Agreement. The health plan shall be a choice between the available HMOs. In order to be eligible for this Plan, the employee must have twenty years of service, be able to utilize the Plan and retire under the normal retirement rules of Western States Pension Plan. The Employer shall pay the cost of Medicare Part B. For the purpose of this section a year of service equals twelve (12) months in which the employee worked of was paid for eighty (80) hours.

ARTICLE XIX. LIFE INSURANCE

Effective November 1, 1997 the Employer will pay for a $30,000.00 Life Insurance ($30,000.00 Accidental/Death/Dismemberment) Policy for each employee.

ARTICLE XX. PENSION PLAN

Effective November 1, 1997, the Employer agrees to contribute into the Western States Pension Plan Trust Fund for the account of each employee working under this Agreement, Two Dollars and Five Cents ($2.05) per hour paid.

Effective November 1, 1997, the employees working under this Agreement shall be able to participate in a 401(k) plan administered by the Western States Benefits Plan.

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.

ARTICLE XXI. HEALTH & SAFETY

1. Employer shall make every effort to provide and maintain safe working conditions and industrial health protection for employees. All work performed will be in compliance with all safety standards and OSHA regulations. Because the Labor Department had given the State of California the authority to regulate and enforce industrial safety as permitted by the Occupational Safety and Health Act, Employer agrees to abide by the regulations outlined by Cal OSHA.

2. Video Display Terminals (VDT)

   A. The Employer shall reimburse the employee for the difference in cost between actual cost of an eye examination and the vision plan coverage, up to a maximum of $20.00, upon presentation of the bill by the employee once each contract term.

ARTICLE XXV. TERM OF AGREEMENT

The term of this Agreement shall be from November 1, 2017 to and including October 31, 2020 and shall be deemed renewed thereafter from year to year unless either party gives written notice not later than August 31, 2020 (or sixty [60] days prior notice).

IN WITNESS WHEREOF, the parties hereto have set their hands this _____day of _____ 20_____.

ILWU LOCAL 6 **OFFICE & PROFESSIONAL EMPLOYEES 29**

[redacted]

WS 8274 ILWU MASTER

Article XXI Pension Plan

Add a new paragraph to read:

Effective with the November 2010 hours paid, the Employer agrees to contribute on behalf of each employee the percentage amount listed in the Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the Supplemental 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

[redacted]

Western States Office and Professional Employees Pension Fund

WS-0596

Employer Participation Agreement

MAR 18 2011

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

1. Employer Information.

Name: WAREHOUSE UNION LOCAL 6, ILWU

Contract Person: MARILYN P. ILAGAN OR FRED PECKER

Address: 99 HEGENBERGER ROAD

City, State & Zip: OAKLAND, CA 94621

Telephone: 510-638-5605

2. Local Information.

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

3. Participation.

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

☑ An existing Participating Employer to *update* Plan records.

☐ A new Participating Employer.

Effective date of coverage: _____.

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

Effective date of coverage: _____.

4. Coverage.

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

☑ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

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

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

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

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

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

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):

RITA MARQUEZ 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 soley 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 1 8 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.

APROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: [redacted]

Print Name:

Title:

Date Signed:

APPROVED A

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

OPEIU LOCAL 11
APR 13 2016
RECEIVED

LABOR AGREEMENT

BETWEEN

UNITED LABOR UNION ASSOCIATION

AND THE

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

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. EDUCATION

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

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

ARTICLE 17. NON-DISCRIMINATION

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

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

ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31st day of March 2016:

UNITED LABOR UNION

[redacted]

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. NON-DISCRIMINATION

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

MEMORANDUM OF UNDERSTANDING

between
United Labor Union Association (ULUA)
and the
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

This Memorandum of Understanding shall [redacted]

Western States Office and Professional Employees Pension Fund

11-2380

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")[1] for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: International Longshore & Warehouse Union (ILWU) Local 8

Contract Person: Bruce Holte

Address: 2435 NW Front Avenue

City, State & Zip: Portland, Oregon 97209

Telephone: 503-224-9310

2. Local Information.

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

3. Participation.

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

☒ An existing Participating Employer to *update* Plan records.

☐ A new Participating Employer.

Effective date of coverage: _____.

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

Effective date of coverage: _____.

4. Coverage.

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

☒ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

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

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

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): ILWU Local 8
International Longshore & Warehouse Union, Local 8

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 soley 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.

APROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: [redacted]

Print Name:

Title:

Date Signed:

APPROVED

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

LOCAL 8 OPEIU
Office and Professional Employees International Union
2800 First Avenue, Room 304 · Seattle, WA 98121 · (206) 441-8880 · 1-800-600-2433

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MASTER TRADE SECTION

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

FOR THE PERIOD OF

APRIL 1, 2016 THROUGH MARCH 31, 2019

ARTICLE 15

PENSIONS

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

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

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

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

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

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

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

ARTICLE 22

TERMINATION AND RENEWAL

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

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

OFFICE AND PROFESSIONAL EMPLOYEES FOR THE MASTER TRADE SECTION

[redacted]

8-8138
Piledrivers
23960

OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

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

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

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

1) Increase the Employer's contribution into the Employer's alternative pension plan by forty-seven cents ($0.47) per hour on behalf of each bargaining unit employee; or

2) Divert forty-seven cents ($0.47) per hour into the Office and Professional Employees Local 8 Supplemental 401K Retirement Fund or other defined contribution fund of the employees' choice; or

3) Add forty-seven cents ($0.47) per hour to the current wage rate of the bargaining unit employee(s).

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

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

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

OFFICE AND PROFESSIONAL EMPLOYEES FOR THE TRADE SECTION EMPLOYERS

[redacted]

Western States Office and Professional Employees Pension Fund

Employer Participation Agreement

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

FEB 17 2011

1. Employer Information.

Name: IATSE Local 15

Contract Person: Andrew Williams

Address: 2800 1st Avenue Suite 231

City, State & Zip: Seattle WA. 98121

Telephone: (206) 441-1515

2. Local Information.

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

3. Participation.

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

☒ An existing Participating Employer to *update* Plan records.

☐ A new Participating Employer.

Effective date of coverage: _____.

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

Effective date of coverage: _____.

4. Coverage.

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

☒ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

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

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

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

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

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

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

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

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

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

2 employees covered by the collective bargaining agreement; and

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

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

f. Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is soley 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.

APROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: [redacted]

Print Name:

Title:

Date Signed:

APPROVED ANI

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

Trade Section Employers Participating in Western States Pension Fund

2016

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

#8133

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

#8111

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

#8222

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

#8152

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

#8155

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

#8240

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

#8181

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

#8253

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

#8109

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

#8101

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

#8255

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

#775

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

#8235

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

#8162

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

#8138

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

#8127

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

#8241

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

#8108

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

#8154

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

#8118

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

#8164

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

#8226

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

#8126

AGREEMENT

Between

INTERNATIONAL LONGSHORE AND WAREHOUSE UNION (ILWU), WS 0595
COAST LONGSHORE DIVISION, WS 8274
ILWU-PMA BENEFIT PLANS, WS 0594
ILWU LOCAL 10, WS 0597
ILWU LOCAL 34, WS 0599
THE INTERNATIONAL TRANSPORT WORKERS' FEDERATION, NORTH AMERICA (ITF), and WS 8254
BAY AREA LONGSHOREMEN'S MEMORIAL ASSOCIATION WS 8264

And

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

November 1, 2010 – October 31, 2015

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OPEIU Local 29
AFL-CIO & CLC

ARTICLE XVIII. RETIREES' HEALTH AND WELFARE PLAN - continued

be made only if the retired employee and/or qualified eligible dependents submit satisfactory evidence of enrollment in Medicare Part B.

Section 4. Effective January 1, 1998, the Employer shall pay for Health Plan coverage for dependents of eligible retired employees under this Agreement.

ARTICLE XIX. LONG AND SHORT TERM DISABILITY

Section 1. Full-time employees working under this Agreement shall be provided with a Long-Term Disability (LTD) Program effective November 1, 1992 and a Short Term Disability (STD) effective January 1, 2004.

Section 2. LTD benefits shall be integrated with any California State Disability Insurance benefits and Workers' Compensation benefits to which the employee is entitled.

Section 3. An employee who has accrued sick leave when LTD benefits commence may integrate his/her sick leave and LTD benefits, provided that the employee's combined sick leave and LTD benefits shall not exceed one hundred percent (100%) of the wages upon which his/her LTD benefits are based.

ARTICLE XX. 401(k) PLAN

The Employers agree to maintain a 401(k) plan for each employee working under this Agreement. Employees may make pre-tax contributions to such plan up to the maximum amount permitted under IRS regulations. Effective January 1, 2008 the Employer shall contribute One-Dollar ($1.00) per straight-time hour worked, including vacation pay, sick pay and holiday pay, on behalf of each eligible employee who has been employed for at least one (1) year up to a maximum of 1,820 hours.

ARTICLE XXI. PENSION PLAN

Effective November 1, 2010, the Employer agrees to contribute into the Western States Pension Plan Trust Fund for the account of each employee working under this Agreement, the sum of Four Dollars and Five cents ($4.05) per hour paid.

Effective November 1, 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 this Article.

ARTICLE XXVIII. TERM OF THE AGREEMENT

The term of this Agreement shall be from November 1, 2010 to and including October 31, 2015, and shall be deemed renewed thereafter from year to year unless either party gives written notice not later than July 31, 2015 (or ninety [90] days prior notice).

INTERNATIONAL LONGSHORE &

[redacted]

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29

Tamara R. Rubyn
President/Business Manager

Terry Keller
Business Representative

Western States Office and Professional Employees Pension Fund

Employer Participation Agreement

RECEIVED DEC 1 0 2011 OPEIU 29 058254

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

1. Employer Information.

Name: International Transport Workers Fed, N. America (ITF

Contract Person: Robert McEllrath

Address: 1188 Franklin St, 4th Floor

City, State & Zip: San Francisco, CA 94109

Telephone: 415-775-0533

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.

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3. Participation.

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

☒ An existing Participating Employer to *update* Plan records.

☐ A new Participating Employer.

Effective date of coverage: _____.

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

Effective date of coverage: _____.

4. Coverage.

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

☒ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

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

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

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

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

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

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

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

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

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 soley 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.

APROVAL 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: _____

[redacted]

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WS 8274 ILWU Master

Article XXI Pension Plan

Add a new paragraph to read:

Effective with the November 2010 hours paid, the Employer agrees to contribute on behalf of each employee the percentage amount listed in the Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the Supplemental 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

[redacted]

WS 0675

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AUG 2 5 2015

COLLECTIVE BARGAINING AGREEMENT

between

**International Union of Painters and Allied Trades,
District Council #15, Local No. 86**

and

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

OPEIU Local 30

September 1, 2013 through August 31, 2015

Dispute submitted to binding arbitration before a neutral arbitrator selected in accordance with the procedures of the Federal Mediation and Conciliation Service. A joint request will be made to the FMCS requesting a list of five (5) impartial arbitrators. Each side has the first strike off the list. The decision of the arbitrator will be final and binding with the expense of the Arbitrator to be divided equally by the parties.

d. Nothing contained herein may be interpreted to permit or grant power to the arbitrator to alter, amend, modify or otherwise change any terms or conditions of the Collective Bargaining Agreement.

ARTICLE XXIV - PENSION

Section 1. Effective immediately, the Employer agrees to contribute to the WESTERN STATES OFFICE & PROFESSIONAL EMPLOYEES PENSION TRUST FUND a contribution on behalf of each employee in the amount of one dollar and twenty-five cents ($1.25) per hour worked. The Employer contribution, as provided herein, shall be made on eligible employees on the effective date, except for employees serving their ninety (90) consecutive working days of probationary employment. The contribution for probationary employees shall start on the first of the month following their ninety (90) consecutive working days of probationary employment.

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

Section 3. Regular part-time employees who work over seventy (70) hours per month shall be covered by the provisions of the Trust Agreement and amendments thereto, of the Western States Office and Professional Employees Pension Trust Fund.

Section 4 The Employer adopts the updated Rehabilitation Plan for the term of the Agreement. The hourly contribution amounts to be paid into the pension fund are as follow:
Effective:
September 1, 2013 - $1.25 per hour + surcharge
September 1, 2014 - $1.25 per hour + surcharge
September 1, 2015 - $1.25 per hour + surcharge

The employer will pay all surcharges through 9/01/2015

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

ARTICLE XXVII - DURATION

The Agreement shall be in full force and effect on and after the 1st day of September 2013 to and including the 31st day of August 2015and 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 September 1, 2013. If an Agreement upon such amendments or modifications is not reached before the 31st day of August 2015, 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

[redacted]

ecutive Director/CFO

Office and Professional Employees International Union, AFL-CIO

Marianne Giordano
President

OPEIU Local 30

Walter Allen, Jr.
Executive Director/CFO

705 West Arrow Highway, Second Floor
Claremont, CA 91711 Tel: (909) 624-0149
Fax: (909) 624-0549 Toll free: (888) 390-6442

6136 Mission Gorge Rd., Suite 214, San Diego, CA 92120
Tel: (619) 640-4840 Fax: (619) 640-4830 Toll free: (866) 673-4830
Fax to Email: (619) 704-0569 Email: info@opeiulocal30.org

3117 N. 16th St., Suite 120
Phoenix, AZ 85016
Tel: (866) 673-4830 Fax: (619) 640-4830

February 8, 2011

Mr. Lonnie Tinder
Business Manager
IU of Painters and Allied Trades #86
1841 N. 24th St.
Phoenix, Az 85008

Dear Mr. Tinder:

Enclosed is a copy of the contract you requested. Also included is the Memorandum of Understanding for the Pension and the Memorandum of Understanding for Health and Welfare. If you are not in agreement please make any changes and send back.

Thank you.

Sincerely,

[redacted]

Mark Bailey
Business Agent
OPEIU, Local 30

Enclosure

MB/kt

MEMORANDUM OF UNDERSTANDING

This is to serve as a Memorandum of Understanding between the International Union of Painters and Allied Trades District #15, Local No. 86 and the Office and Professional Employees International Union, Local No. 30.

ARTICLE XX1V PENSION.

Section 4. The employer adopts the updated rehabilitation plan currently in effect retroactive to January 1, 2010 for the term of this agreement. The hourly contribution amounts to be paid into the pension fund are as follows:

January 1, 2010 updated plan percentage 15% = .18 cents per hour
January 1, 2011 updated plan percentage 30% = .38 cents per hour
January 1, 2012 updated plan percentage 45% = .56 cents per hour

ARTICLE XIII – WELFARE.

Section 3. Health and Welfare coverage shall include the following:

A. For employees and their eligible dependents:
   1. Comprehensive Hospital/Medical and Prescription Drug Benefits.
   2. Vision Care Benefits

B. For employees only:
   1. $5,000 Life Insurance Benefits and Accidental Death and Dismemberment Benefits.

C. For employees only who waive Health and Welfare coverage:
   1. $25,000 Life Insurance Benefit.

APPROVED BY EMPLOYER NEGOTIATING COMMITTEE:

Lonnie Tinder, Business Manager

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 30

Walter Allen, Jr. Executive Director/CFO

Union and two (2) representatives of the Employers signatory to this Agreement and shall be selected by the Employer involved in the grievance. The Board of Adjustment shall render its decision within five (5) working days after submission.

d. If the Board of Adjustment is unable to reach a decision in ten (10) days, they shall endeavor to mutually select and impartial arbitrator to render a decision which shall be binding on all parties to the grievance. If the Employer and the Union cannot agree upon an arbitrator within seventy-two (72) hours, a joint request will be made to the Federal Mediation and Conciliation Service to forward a list of five (5) impartial arbitrators with each side having the privilege of scratching two. Decision of the Arbitrator is to be final and binding with the expense of the arbitrator to be divided equally by the parties. Time limits set forth shall exclude Saturdays, Sundays and Holidays. Time limits may be extended by mutual consent of the parties.

e. Nothing contained herein may be interpreted to permit or grant power to the arbitrator to alter, amend, modify or otherwise change any terms or conditions of the Collective Bargaining Agreement.

ARTICLE XXIV - PENSION

Section 1. Effective immediately, the Employer agrees to contribute to the WESTERN STATES OFFICE & PROFESSIONAL EMPLOYEES PENSION TRUST FUND a contribution on behalf of each employee in the amount of one dollar and twenty-five cents ($1.25) per hour worked. The Employer contribution, as provided herein, shall be made on eligible employees on the effective date, except for employees serving their ninety (90) consecutive working days of probationary employment. The contribution for probationary employees shall start on the first of the month following their ninety (90) consecutive working days of probationary employment.

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

Section 3. Regular part-time employees who work over seventy (70) hours per month shall be covered by the provisions of the Trust Agreement and amendments thereto, of the Western States Office and Professional Employees Pension Trust Fund.

Section 4 The Employer adopts the updated Rehabilitation Plan for the term of the Agreement. The hourly contribution amounts to be paid into the pension fund are as follow:
Effective:
September I, 2010 - $1.43 per hour ($1.25 + $.18)
September I 2011 - $1.63 per hour ($1.25 + $.38)
September I, 2012 - $1.81 per hour ($1.25 + $.56)

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

ARTICLE XXVII - DURATION

The Agreement shall be in full force and effect on and after the 1st day of September 2010, to and including the 31st day of August 2013 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 September 1, 2013. If an Agreement upon such amendments or modifications is not reached before the 31st day of August 2013, 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 NO. 30:

[redacted]

/mtp
opeiu 30
afl-cio

36-0675

FEB 15 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")[1] for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name:	IUPAT District Council #15, Local Union #86
Contract Person:	Lonnie G. Tinder
Address:	1841 N. 24th Street
City, State & Zip:	Phoenix, Arizona 85008
Telephone:	602-244-9821

2. Local Information.

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

3. Participation.

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

☒ An existing Participating Employer to *update* Plan records.

☐ A new Participating Employer.

Effective date of coverage: _____.

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

Effective date of coverage: _____.

4. Coverage.

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

☒ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

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

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

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

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

a. Employer is a (*insert form of business*): Labor 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): IUPAT District Council #15, Local Union 86

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 soley 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.

APROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED AN

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

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JUL 2 9 2015

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 9



May 1, 2014
to and including
April 30, 2017

behalf of each employee covered by this Agreement. The amounts contributed shall be five dollars and twenty-five cents ($5.25) per hour, effective May 1, 2015 five dollars and fifty cents ($5.50) per hour, and effective May 1, 2016 five dollars and seventy-five cents ($5.75) per hour for each hour worked or paid in the preceding month.

18.2 All Rules and Regulations of the fund will be followed in regard to new employees and their effective dates as well as coverage for all employees.

ARTICLE 19 – CLASSIFICATION AND WAGES

19.1 Employees shall be paid the following minimum scale of wages:

Effective:	**5/1/14**	**5/1/15**	**5/1/16**
Secretary, Bookkeeper, Office Clerical Employee	$22.84	$23.19	$23.54
Office Manager	$26.34	$26.69	$27.04

* The above rates are before any wage reductions listed in Article 20.1 and 20.7 for applicable employees.

19.2 The Office Manager must supervise two or more employees. It is recognized that there are duties associated with the position designated as Office Manager which are in addition to those normally assigned other job classifications. Such additional duties shall not be a condition of employment for any employee not designated as Office Manager.

19.3 New employees will be paid at least eighty percent (80%) of the appropriate rate for the first six (6) months, and at least ninety percent (90%) of the appropriate rate for the second six (6) months. After twelve (12) months of employment, employees will be paid 100% of the appropriate minimum hourly rate specified above.

ARTICLE 20 – PENSION

20.1 Effective June 1, 2003 the Employer agrees to contribute to the Western States Office and Professional Employees Pension Fund, a contribution on behalf of each employee in the amount of two dollars and thirty-three cents ($2.33) per hour paid for. On May 1st, of every year of the contract, the bargaining unit may choose to put all or any portion of the yearly increase into the Western States Pension Fund. As of May 1, 2009 the total contribution rate for eligible employees will be three dollars and three cents ($3.03) per hour paid with the employees contributing seventy cents (.70¢) per hour paid through a wage reduction of the amounts listed in Article 19.1.

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.

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 The Employer agrees to allow the employees to participate in the Office and Professional Employees International Union Local #30 401(K) Plan. The Employer agrees that if the employee chooses, they will withhold an employee contribution to the 401k plan. The employee may contribute up to, but no more than, the amount set by the Internal Revenue Service from their yearly gross salary to this plan. FICA taxes will be withheld, but these contributions will not be subject to Federal or State taxes. The employee shall bear any administrative fees.

20.6 Effective with the May, 2010 hours paid, the Employer agrees to adopt the Updated Supplemental Employer Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the Contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in Article 20.1.

20.7 Effective with the July 2014 hours paid, the employer and the employees shall share the cost of the Supplemental Employer Contribution. The employer will pay $1.20 per hour toward the total Supplemental Employer Contribution and the rest shall be borne by the employees through a wage reduction. The total amount to be paid by the employer shall be $2.33 (regular employer contribution), and $1.20 (Supplemental Employer Contribution) for a total of $3.53 per hour.

ARTICLE 31 – TERM OF AGREEMENT

31.1 This Agreement shall be in full force and effect from the first (1st) day of May, 2014, to and including the thirtieth (30th) day of April, 2017, and shall continue in full force and effect from year to year thereafter, unless 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 signed their names and affixed the signature of their authorized representatives:

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 30

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #9

[redacted]

Western States Office and Professional Employees Pension Fund

0280

Employer Participation Agreement

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

1. Employer Information.

Name: International Union of Operating Engineers Local #9

Contract Person: Daniel Owens, Business Manager

Address: P.O. Box 40008

City, State & Zip: Denver, CO 80204-0008

Telephone: 303-623-3194, Ext. 29

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: _____.

A & I RECEIVED SEP 06 2011

4. Coverage.

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

☒ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

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

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

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

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

a. Employer is a (*insert form of business*): Union for heavy equipment operators

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 Union of Operating Engineers Local #9

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 soley 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.

APROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

BUILDING TRADE UNION OFFICES

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

Colorado Building and Construction Trades Council

Operating Engineers JATC

International Union of Elevator Constructors, Local 25

International Brotherhood of Boilermakers, Local 101

May 1, 2014
to and including
April 30, 2017

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

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

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

ARTICLE 20 – PENSION

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

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

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

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

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

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

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

ARTICLE 21 – TECHNOLOGICAL CHANGES

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

ARTICLE 22 – GRIEVANCE AND ARBITRATION

22.1 All grievances shall be handled in the following manner:

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

ARTICLE 25 – TERM OF AGREEMENT

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

a) If either party elects to terminate the Agreement, such party shall on a date not less than sixty (60) days, nor more than seventy-five (75) days prior to the expiration date of the Agreement give written notice to the other party of intention to terminate and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.

b) If either party elects to change any of the provisions of the Agreement, such party shall on a date not less than sixty (60) days, nor more than seventy-five (75) days prior to the expiration date of the agreement give written notice to the other party.

c) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice which may be extended by mutual agreement.

For the Union:

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL

For the Employers:

COLORADO BUILDING AND CONSTRUCTION TRADES UNION

[redacted]

Western States Office and Professional Employees Pension Fund

5-8277

FEB 14 2011

Employer Participation Agreement

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

1. Employer Information.

Name: I.U.E.C. Local 25

Contract Person: Joe DuPont

Address: 7510 W. Mississippi Ave #130

City, State & Zip: Lakewood, CO 80226

Telephone: 303-937-8039

2. Local Information.

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

3. Participation.

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

☒ An existing Participating Employer to *update* Plan records.

☐ A new Participating Employer.

Effective date of coverage: _____.

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

Effective date of coverage: _____.

4. Coverage.

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

☒ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

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

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

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): International Union of Elevator Constructors Local 25.

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 soley 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.

APROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED AN

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

COLLECTIVE BARGAINING AGREEMENT

By and between

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

And

IRONWORKERS LOCAL UNION 24



February 29, 2016

to and including

February 28, 2019

19.5 Premium pay of six percent (6%) per week over the above classifications 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.

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

ARTICLE 20 - PENSION/ANNUITY

20.1 It is agreed that the Employer shall contribute and pay into all trust funds or any successor thereof; enumerated in Addendum "A" the appropriate amount negotiated for each hour worked by each employee covered by the terms of this Agreement.

20.2 Effective March 1, 2008, the Employer agrees to contribute to the Western States Office and Professional Employees Pension Fund a contribution on behalf of each employee in the amount of one dollar and fifty-five cents ($1.55) per hours paid for. A copy of the Agreement and Declaration of the Western States Office and Professional Employees Pension Fund together with all amendments thereto, or any successor thereof; shall be considered as part of this Agreement as though set forth here at length.

20.3 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 contribution for probationary employees shall start on the first of the month following the thirty (30) day probationary period.

20.4 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 thirty (30) working days, the Employer will not be required to pay into the fund after the first thirty (30) working days, until the employee returns to work.

20.5 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 Workers covering for vacation periods or sick leave which does not exceed thirty (30) days.

20.6 Effective with the December 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 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 20.2.

20.7 The Employer shall contribute and pay into the OPEIU Local 30 401K Plan an amount of ninety cents (.90) per hour for each hour paid to each employee covered under the terms of this agreement. It is further agreed that should the employees be required to pay a portion of their health and welfare premium, they may choose to have the Employer redirect this contribution (or any portion thereof) from the 401K Plan to payment of the health and welfare premium. A copy of the Agreement and Declaration of the OPEIU Local 30 401K Plan together with all amendments thereto, or any successor thereof; shall be considered as part of this Agreement as though set forth here at length.

20.8 The Employer agrees that if the employee chooses, they will withhold the employee contribution to the 401K Plan set up by OPEIU Local 30. The employee may contribute at least 5%, but not more than the amount set by the Internal Revenue Service from his/her gross salary to this plan. FICA taxes will be withheld but these contributions will not be subject to Federal or State taxes. The employee shall bear any administration fees.

ARTICLE 21 - MATERNITY LEAVE

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

ARTICLE 22 - TECHNOLOGICAL CHANGES

22.1 In the event of Technological Changes, such as but not limited to, the introduction of data processing equipment, computers or other automated machines, the Employer agrees to discuss such changes, and the rate of pay for such jobs, 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 of Article 23 of this Agreement.

ARTICLE 23 - GRIEVANCE AND ARBITRATION

23.1 All grievances shall be handled in the following manner:

ARTICLE 26 - TERM OF AGREEMENT

26.1 This Agreement shall be in full force and effect from the first day of February 29, 2016, to and including the twenty-eighth (28th) day of February, 2019, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

1) If either party elects to terminate the Agreement, such party shall, on a date not less than sixty (60) days, nor more than one hundred and twenty (120) days prior to such date of a desire to change, modify, amend, or terminate this Agreement, it shall continue in full force and effect an additional year thereafter and shall remain in effect from year to year thereafter, unless notice is given in writing by either party to the other at least sixty (60) days but not more than one hundred and twenty (120) days prior to the expiration of such contract.

2) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice which time may be extended by mutual agreement.

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 30

IRON WORKERS LOCAL UNION 24

B

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D

[redacted]

ADDENDUM "A": Wage Rates

Collective Bargaining Agreement
By and between
Office and Professional Employees International Union
And
Ironworkers Local #24
February 29, 2016 through Feb 28, 2019

Extra Worker

	WAGES	H&W	PENSION	401k	SURCHARGE		TOTAL
Feb 29, 2016	*$16.11*	*$0.00*	*$0.00*	*$0.00*	*$0.00*		*$16.11*
Feb 29, 2017	*$16.60*	*$0.00*	*$0.00*	*$0.00*	*$0.00*		*$16.60*
Feb 29, 2018	*$17.10*	*$0.00*	*$0.00*	*$0.00*	*$0.00*		*$17.10*

Administrative Assistant

	WAGES	*H&W*	*PENSION*	*401k*	*SURCHARGE*		*TOTAL*
Feb 29, 2016	*$21.39*	*$6.50*	*$1.55*	*$.90*	*$1.24*		*$31.58*
Feb 29, 2017	*$22.03*	*$6.50*	*$1.55*	*$.90*	*$1.24*		*$32.22*
Feb 29, 2018	*$22.69*	*$6.50*	*$1.55*	*$.90*	*$1.24*		*$32.88*

Administrative Assistant Bookkeeper

	WAGES	*H&W*	*PENSION*	*401k*	*SURCHARGE*		*TOTAL*
Feb 29, 2016	*$24.81*	*$6.50*	*$1.55*	*$.90*	*$1.24*		*$35.00*
Feb 29, 2017	*$25.54*	*$6.50*	*$1.55*	*$.90*	*$1.24*		*$35.73*
Feb 29, 2018	*$26.31*	*$6.50*	*$1.55*	*$.90*	*$1.24*		*$36.50*

Administrative Assistant, Bookkeeper, Office Manager							
	WAGES	***H&W***	***PENSION***	***401k***	***SURCHARGE***	***6%***	***TOTAL***
Feb 29, 2016	***$25.29***	***$6.50***	***$1.55***	***$.90***	***$1.24***	***$1.52***	***$37.00***
Feb 29, 2017	***$26.55***	***$6.50***	***$1.55***	***$.90***	***$1.24***	***$1.59***	***$38.33***
Feb 29, 2018	***$27.88***	***$6.50***	***$1.55***	***$.90***	***$1.24***	***$1.67***	***$39.74***

Western States Office and Professional Employees Pension Fund

February 2, 2011

5-0798

FEB 28 2011

WS0798
IRONWORKERS #24
501 W 4TH AVE
DENVER, CO 80223

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

Dear Employer:

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

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

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

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

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

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

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

Sincerely,

WSOPE Pension Fund Administrative Office

Encl.

(OVER)

WSOPE Pension Fund Frequently Asked Questions

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 and Trust Fund.

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): Ironworkers Local Union #24 and Colorado Statewide Iron Workers (Erectors) Joint Apprenticeship & Training Trust

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

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

2 employees covered by the collective bargaining agreement; and

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

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

f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is soley 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.

APROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: [redacted]

Print Name: Mar[redacted]

Title: Busi[redacted]

Date Signed: 02/[redacted]

APPROVED AND AC[redacted]

CO-CHAIR SIGNATURE: [redacted]

Print Name: [redacted]

Date Signed: [redacted]

CO-CHAIR SIGNATURE: [redacted]

Print Name: [redacted]

Date Signed: [redacted]

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

International Association of Bridge, Structural, Ornamental & Reinforcing Iron Workers, Local No. 75

AND

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 30

OPEIU Local 30

MAY 1, 2002 THROUGH JUNE 30, 2010

d. If the Board of Adjustment is unable to reach a decision in five (5) working days, they shall endeavor to mutually select an impartial arbitrator to render a decision which shall be binding on all parties to the grievance. If the Employer and the Union cannot agree upon an arbitrator within seventy-tow (72) hours, a joint request will be made to the Federal Mediation and Conciliation Service to forward a list of five (5) impartial arbitrators with each side having the option of scratching two (2). Decision of the arbitrator is to be final and binding, with the expense of the arbitrator to be divided equally by the parties. Time limits set forth shall exclude Saturdays, Sundays and Holidays. Time limits may be extended by mutual consent of the parties.

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

ARTICLE XXII - 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 56, AFL-CIO and under agreement with the Union. This card is to be property of the Union.

ARTICLE XXIII - 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 it's exclusion shall in no manner affect the balance of this Agreement.

ARTICLE XXIV - PENSION

Section 1. **Effective May 1, 2002**, the Employer agrees to contribute to the Western State Office and Professional Employees Pension Trust Fund a contribution on behalf of each employee in the amount of one dollar and sixty cents ($1.60) per hour worked. **Effective May 1, 2003**, the Employer agrees to contribute to the Western State Office and Professional Employees Pension Trust Fund a contribution on behalf of each employee in the amount of one dollar and eighty cents ($1.80) per hour worked. **Effective May 1, 2004**, the Employer agrees to contribute to the Western State Office and Professional Employees Pension Trust Fund a contribution on behalf of each employee in the amount of two dollars ($2.00) per hour worked.

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

International Association of Bridge, Structural, Ornamental & Reinforcing Iron Workers,

Office and Professional Employees International Union, Local No. 56

[redacted]

Office & Professional Employees Local No. 56

Local Union No. 56

11070 NORTH 24TH AVENUE
PHOENIX AZ 85029-4700
602-266-1200

January 26, 2006

Ironworkers, #75
Mr. Buzz Murphy
950 E. Elwood
Phoenix, AZ 85040

Dear Brother Murphy,

In accordance with the "Duration" article of the current Collective Bargaining Agreement between our respective Local Unions, notice is hereby given of the desire of Office & Professional Employees International Union, Local No. 56 to modify and amend this Agreement.

Please contact this office to schedule a mutually agreeable time and place to begin negotiations. This opening letter is for wages and benefits only.

Sincerely & Fraternally

L.R. Vedo

Linda R. Vedo
President

February 8, 2006

Attention: Linda R. Vedo, President
Office & Professional Employees #56

Please be advised that both interested parties have agreed not to open for wages and benefits on May 1, 2006.

Sent on January 26, 2006 via facsimile and to follow via USPS. Please sign and return via facsimile to OPEIU, #56 at 602-266-1205.

[redacted]

Office & Professional Employees Local No. 56

Local Union No. 56

11070 NORTH 24TH AVENUE
PHOENIX AZ 85029-4700
602-256-1200

ADDENDUM

It is hereby agreed this 1st day of March 2006to amend and make a permanent and final part of the current Collective Bargaining Agreement between OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 56 and INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL & REINFORCING IRON WORKERS, LOCAL NO. 75 the following:

ARTICLE XXIV - PENSION

Effective March 1, 2006, the Employer agrees to contribute to the Western State Office and Professional Employees Pension Trust Fund a contribution *on behalf of the current employees only* in the amount of three dollars ($3.00) per hour worked.

In the event that any new employee should fulfill their probationary period, which would qualify them for benefits in accordance with the current Collective Bargaining Agreement, the additional one dollar ($1.00) that is being contributed on behalf of the current employee shall revert back to two dollars ($2.00) and the wages of the current employee shall be increased by one dollar ($1.00).

(For the purpose of this addendum, the "current" employee is any employee working for the Employer at the time of the signing of this Addendum.)

IN WITNESS WHEREOF, the parties 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 NO. 56:

[redacted]

03/30/2006 13:19 6022561205 OPEIU,LOCAL 56 PAGE 02

Contract Extension Agreement
By and Between
Iron Workers, Local 75 (Employer) and
OPEIU, Local 30 (Union)

The undersigned agree to extend the current contract with no changes for the duration of three (3) years starting June 1, 2010 through May 31, 2013.

For Iron Workers Local No. 75

[redacted]

Business Manager

For OPEIU, Local 30

[redacted]

Business Agent

Office and Professional Employees International Union, AFL-CIO

Marianne Giordano
President

OPEIU Local 30

Walter Allen, Jr.
Executive Director/CFO

705 West Arrow Highway, Second Floor
Claremont, CA 91711 Tel: (909) 624-0149
Fax: (909) 624-0549 Toll free: (888) 390-6442

6136 Mission Gorge Rd., Suite 214, San Diego, CA 92120
Tel: (619) 640-4840 Fax: (619) 640-4830 Toll free: (866) 673-4830
Fax to Email: (619) 704-0569 Email: info@opeiulocal30.org

3117 N. 16th St., Suite 120
Phoenix, AZ 85016
Tel: (866) 673-4830 Fax: (619) 640-4830

Memorandum of Agreement
By and Between
Ironworkers Local Union 75
And
Office and Professional Employees International Union, Local 30

The parties mutually agree that the terms and conditions of the current collective bargaining agreement between Iron Workers Local 75 and Office and Professional Employees International Union Local 30 remains in effect and shall be extended for three years with no changes; starting June 1, 2013 through May 31, 2016

For Ironworkers, Local Union 75



For OPEIU, Local 30

WS111923

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

SAMPLE LANGUAGE ADOPTING THE REHABILITATION PLAN

THIS LANGUAGE MAY BE USED FOR STAND ALONE AGREEMENTS OR INCORPORATED INTO A COLLECTIVE BARGAINING AGREEMENT
(Transfer this agreement onto your own letterhead or MOU format)

AGREEMENT TO ADOPT REHABILITATION PLAN

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

Parties: OPEIU LOCAL 30, the "Union; and

IBEW Workers Local 75, the "Employer"

Effective Date: JUNE 1, 2013

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

[redacted]

AGREEMENT

Between

IRONWORKERS, LOCAL 118

And

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

July 1, 2015 to June 30, 2020

ARTICLE 12. MINIMUM WAGE SCALES - *continued*

Section 2.(a): An employee shall be given credit for previous experience in a Trade Union office.

Section 2.(b): Regular part-time employees working less than a full day shall be employed for not less than one-half (½) day consisting of not less than four (4) consecutive hours.

Section 2.(c): It is understood and agreed that all employees shall be paid weekly.

Section 2. (d): It is understood these are minimums and nothing prevents the employer from paying higher than scale.

ARTICLE 13. FURTHER RESERVATIONS

Whenever the Employer requires the bonding of any employee or carrying of any insurance for the indemnification of the Employer, the premium for the same shall be paid for by the Employer. Any member in the employ of a signer of this Agreement shall be paid according to the length of service dating from the beginning of his/her employment, rather than with the date of this Agreement.

ARTICLE 14. EMPLOYEES HOSPITALIZATION, DENTAL DRUG & MAJOR MEDICAL

The Employer agrees to pay the premium on each employee and dependents to the California Field Ironworkers Trust.

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. The Employer agrees to pay the entire cost of the present schedule of the Plan chosen by the employee and the employee's dependents. The Employer will pay any increases determined by the Trustees of the Fund as needed to maintain such schedule of benefits.

The Employer further agrees that the above Health and Welfare benefits shall be continued for two (2) additional months for an employee on a leave due to sickness or disability or a max of six (6) months with integration of sick leave, whichever is greater.

ARTICLE 15. PENSION PLAN

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

Effective 7/1/2012
$2.50

ARTICLE 15. 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.

(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.

Effective July 1, 2012, hours paid, the Employer agrees to contribute on behalf of each employee the surcharge amount listed in the Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the Contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in this Article.

If in any year of the agreement the Pension trustee's lower the percentage rates in the rehabilitation plan, the contract would open to for the parties to negotiate wage increases in that year and subsequent years of the agreement.

ARTICLE 16. LEAVES OF ABSENCE

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

(b) Bereavement Leave: In the event of the death of a parent, brother, sister, spouse, grandparents, grandchildren, domestic partner, or child of the employee, the employee may use up to five (5) days sick leave.

(c) Jury Duty: Where an employee who has worked six (6) months for the Employer is unable to report for work on his/her regular shift by reason of jury duty s/he will, upon furnishing written proof of such service, be paid the difference between the jury pay and the amount s/he would have been paid if s/he had worked a eight (8) hour day. 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 their straight-time pay lost up to a maximum of thirty (30) days per year under the qualifications set forth below:

Employees called for jury duty or examination and excused by the court prior to l2 noon shall return to work for the balance of their day shift and shall be paid the difference between the jury pay or examination pay, if any, and their straight-time pay lost.

Employees will present proof of service, including time served and amount of pay received. Jury duty shall not apply in any case where an Employee voluntarily seeks jury duty.

ARTICLE 22. DURATION OF AGREEMENT

This Agreement, together with all provisions set forth herein, shall continue in full force and effect from **July 1, 2015 to June 30, 2020** and shall continue in full force and effect thereafter unless either party hereto shall desire a change, in which case s/he shall give the other party notice in writing of the desired changes at least sixty (60) days and not more than ninety (90) days prior to the anniversary date of this Agreement in any one (l) year. In such event, negotiations shall be reopened in order to revise the Article or Articles regarding which notice of the proposed changes has been served. When agreed upon, these changes shall be incorporated into this Agreement, effective as of the beginning of the year's term for which the revisions were proposed. Any strike or stoppage of work after the expiration or modification date of this Agreement shall not be deemed in violation of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and their seals this _____ day of _____ 2015.

IRONWORKERS, LOCAL 118

OFFICE & PROFESSIONAL EMPLOYEES



Side Letter of Agreement

Between

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

And

Ironworkers, Local 118

The Employer agrees to make contributions on behalf of the following employees to the Association Full-Time Salaried Officers and Employees of Outside Local Unions and District Councils.

Michelle Jackson

Raquel Salinas

ARTICLE 15. PENSION PLAN

Association Full-Time Salaried Officers and Employees of Outside Local Unions and District Councils. **The employer shall contribute the required amount for eligibility.**

IRONWORKERS, LOCAL 118

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

[redacted]

Office & Professional Employees International Union | Local 29

AFL-CIO & CLC

WS 8272

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

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

AGREEMENT TO ADOPT REHABILITATION PLAN

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

Parties: _____, the "Union; and

Social Workers Local 118, 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: 5-1-2012

   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.

EMPLOYER APPROVAL

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UNION APPROVAL

[redacted]

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Western States Office and Professional Employees Pension Fund

Employer Participation Agreement

US 58 78

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

1. Employer Information.

Name: California Field Iron Workers Local 118
Contract Person: Richard Davis
Address: 2840 El Centro Rd. Ste. 118
City, State & Zip: Sacramento, CA. 95833
Telephone: (916) 646-6976

2. Local Information.

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

3. Participation.

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

☒ An existing Participating Employer to *update* Plan records.

☐ A new Participating Employer.

Effective date of coverage: _____.

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

Effective date of coverage: _____.

4. Coverage.

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

☒ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

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

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

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

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DEC 1 6 2011

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

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

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): Iron Workers Local 116.

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 soley 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.

APROVAL OF PARTICIPATION AGREEMENT

APPROVED AN

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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AUG 1 8 2015

WS 0233

COLLECTIVE BARGAINING AGREEMENT

Between

FRESNO AREA TRADE UNION OFFICE AGREEMENT

IRONWORKERS UNION, LOCAL 155

And

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

June 1, 2015 – May 31, 2018

OPEIU Local 29 AFL-CIO & CLC

ARTICLE IX. MINIMUM WAGE SCALES – continued

(d) Wage rate for any employee hired on or after June 1, 2012, will be subject to negotiations.

ARTICLE X. EXISTING BENEFITS

Nothing in this Agreement shall be construed to mean that any employee may not be given more favorable conditions as to wages, hours and working conditions than herein provided.

ARTICLE XI. FURTHER RESERVATIONS

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

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

ARTICLE XII. EMPLOYEE HOSPITALIZATION AND WELFARE PLAN

The Employer agrees to pay the premium on each employee and dependents for the Office and Professional Employees Welfare Fund, which includes Kaiser group 328 plan or Blue Shield of California HMO, Twenty Thousand Dollars ($20,000) Life Insurance, Vision Care, Dental with orthodontia, Accidental Death and Disability insurance. 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. The Employer agrees to pay the entire cost of the present schedule of the Plan chosen by the employee for the employee and the employee's dependents, such cost at the present time being One Thousand Six Hundred Sixty One Dollars ($1,661.00) per month, or such other sums as may be determined by the Trustees of the Plan as needed to maintain such schedule of benefits during the life of this Agreement.

The increase in the cost of the Health & Welfare plan shall be capped at twenty cents ($.20) per hour each year of the Agreement as the Employer cost.

Should the required maintenance of benefits exceed the amount set forth above, this Article shall be opened for negotiations.

ARTICLE XIII. PENSION PLAN

Effective June 1, 1999, 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 Three Dollars and thirty-four cents ($3.34) per hour paid.

ARTICLE XIII. PENSION PLAN - continued

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

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

ARTICLE XIV. LEAVES OF ABSENCE

Employees may be granted leaves of absence without pay for thirty (30) day periods of time, which leaves of absence shall not affect the employee's rights under this Agreement. Employee may be granted medical extension, without pay, for a thirty (30) day period of time. The employee may be required to furnish a doctor's verification for benefits of disability. Conditions of leaves of absence shall be mutually agreed upon and reduced to writing. It is further agreed that extension of leaves of absence may be extended if agreed by Employer.

ARTICLE XV. BEREAVEMENT LEAVE

Employees shall be entitled to funeral leave for a death in the immediate family. Immediate family is defined as spouse, children, parent, parents-in-law, grandparents and grandchildren. If the funeral is in State, three (3) days shall be granted. If the funeral is out of State, five (5) days shall be granted with the additional two (2) days charged against sick leave.

ARTICLE XVI. JURY DUTY

If an employee is called to serve on a jury, s/he shall receive her/his regular salary less any jury pay, not to exceed two (2) weeks or ten (10) working days.

ARTICLE XVII. BOARD OF ADJUSTMENT

All disputes, complaints, grievances or interpretations arising out of this Agreement shall first (1st) be taken up between the Union and Employer. If no resolution is reached, a Board of Adjustment shall be created to hear the matter. The Board shall be composed of two (2) representatives of each contracting party.

Said Board shall have power to adjust any differences that may arise between the parties hereto regarding the meaning and/or enforcement of this Agreement. Said Board shall meet for consideration of all matters that may be referred to it by either party within forty-eight (48) hours subsequent to receipt by its Secretary of same. The Board's decision shall be submitted to both

ARTICLE XXV. DURATION OF AGREEMENT & PROVISIONS FOR AMENDMENT

This Agreement, together with all provisions set forth herein, shall continue in full force and effect from June 1, 2015 to May 31, 2018, and shall continue in full force and effect thereafter unless either party hereto shall desire a change, in which case he shall give the other party notice in writing of the desired changes at least sixty (60) days prior to the anniversary date of this Agreement in any one year.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this _____ day of _____, 2015.

IRONWORKERS UNION, LOCAL 155

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29



By:_____

Do

Fi

Date:_____

DLW/lm(IRN27015)
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")[1] for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: Ironworkers Local Union 155

Contract Person: Don M Savory

Address: 5407 E Olive #16 Fresno CA 93727

City, State & Zip: _____

Telephone: 559 251 7388

2. Local Information.

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

3. Participation.

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

☒ An existing Participating Employer to *update* Plan records.

☐ A new Participating Employer.

Effective date of coverage: _____.

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

Effective date of coverage: _____.

4. Coverage.

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

☒ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

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

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

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

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

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

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

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

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

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

1 employees covered by the collective bargaining agreement; and

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

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

f. **Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is soley 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.

APROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED AN

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

OPEIU LOCAL 11
APR 13 2016
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LABOR AGREEMENT

BETWEEN

UNITED LABOR UNION ASSOCIATION

AND THE

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

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. EDUCATION

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

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

ARTICLE 17. NON-DISCRIMINATION

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

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

ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31st day of March 2016:

UNITED LABOR UNION

[redacted]

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. NON-DISCRIMINATION

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

MEMORANDUM OF UNDERSTANDING

between
United Labor Union Association (ULUA)
and the
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

This Memorandum of Understanding shall [redacted]

Western States Office and Professional Employees Pension Fund

FEB 08 2011 11-2460

Employer Participation Agreement

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

1. Employer Information.

Name: Ironworkers Local 29

Contract Person: Kevin Jensen

Address: 11620 N.E. Ainsworth Circle Ste 200

City, State & Zip: Portland, OR 97220

Telephone: 503 774 0777

2. Local Information.

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

3. Participation.

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

☑ An existing Participating Employer to *update* Plan records.

☐ A new Participating Employer.

Effective date of coverage: _____.

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

Effective date of coverage: _____.

4. Coverage.

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

☑ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

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

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

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): Ironworkers Local 29.

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

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

one 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 soley 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.

APROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATUR

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Date Signe

APPROV

CO-CHAIR SIGNATUR

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Date Signe

CO-CHAIR SIGNATUR

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Date Signe

WS 0169
WS 0913
WS 0173
WS 1166

WS 0153
WS 4340
WS 1144
WS 0155

WS 1067
WS 0726

All at 80% supplemented.
$16.25 Hourly Rate.

TRADE UNION OFFICE AGREEMENT
ALAMEDA COUNTY

RECEIVED
APR 06 2016

And

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

JULY 1, 2014 – JUNE 30, 2016

OPEIU Local 29
AFL-CIO & CLC

Bricklayers Appr Oakland =
Bricklayers JATC

July 1, 2014 – June 30, 2016

TRADE UNION OFFICE AGREEMENT - ALAMEDA COUNTY

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

WITNESSETH

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

ARTICLE 1. RECOGNITION

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

ARTICLE 2. UNION SECURITY

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

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

ARTICLE 11. CLASSIFICATIONS AND MINIMUM WAGE SCALES - continued

(f) Nothing shall prevent the Employer from paying higher than the minimum set forth above.

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

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

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

(j) Work in a higher classification is to be paid at the higher rate after a minimum of four (4) hours work in the higher classification.

(k) Any positions not now covered by this Article, or any positions which may be established during the term of this Agreement, shall be subject to negotiations between the Employer and the Union. Such positions shall not be established and put into operation until such time as agreement is reached between the parties as to classification and rate of pay for the position. In the event the parties are unable to agree as to the classification and rate of pay for the position in question, the dispute shall be resolved in accordance with the provisions of subsection (b) of Article 30 of this Agreement.

(l) Any jobs created by virtue of the above shall be offered to qualified employees within the collective bargaining unit prior to the Employer hiring new employees. In the event any employees within the collective bargaining unit would be displaced, the Employer agrees to institute a reasonable training program in an effort to qualify such employees prior to hiring any new employees.

ARTICLE 12. PENSION PLAN

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

Effective 11/1/2009
$6.25

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

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

ARTICLE 12. PENSION PLAN - continued

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

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

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

ARTICLE 13. TERMINATION PAY

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

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

(b) The Employer shall have the right to discharge any employee for just cause, but no employee shall be discharged or discriminated against by reason of Union membership or Union activities.

(c) Employees may not be discharged unless the Employer has given the employee a letter of warning (with copy to the Union) setting forth complaint. Employee shall be allowed a reasonable period of time to correct such complaint. Letters of complaint will be invalid after a period of one (1) year (in compliance with Article 30 - Grievance Procedure).

(d) In the event an employee terminates, for any reason, after six (6) months' employment, s/he shall be entitled to pro-rated vacation pay from the Employer in addition to said two (2) weeks' notice.

(e) In cases of discharge or layoff of employees of six (6) months' continuous service, good or sufficient reasons shall be given the Union two (2) weeks prior to the date of termination of employment.

ARTICLE 32. UNION ELECTIONS

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

ARTICLE 33. SUCCESSORS AND ASSIGNS

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

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

ARTICLE 34. INDUSTRIAL WELFARE COMMISSION ORDER

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

ARTICLE 35. DURATION OF AGREEMENT, PROVISIONS FOR AMENDMENT

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

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

FOR THE EMPLOYER:

ALAMEDA BUILDING & CONST. TRADES COUNCIL

FOR THE UNION:

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

[redacted]

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. AFC KG

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**

[redacted]

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

Western States Office and Professional Employees Pension Fund

29-0155

Employer Participation Agreement

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

FEB 28 2011

1. Employer Information.

Name: Iron Workers Local 378

Contract Person: Yolanda Manansala

Address: 3120 Bayshore Road

City, State & Zip: Benicia, CA 94510

Telephone: (707) 746.6100

2. Local Information.

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

3. Participation.

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

☑ An existing Participating Employer to *update* Plan records.

☐ A new Participating Employer.

Effective date of coverage: _____.

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

Effective date of coverage: _____.

4. Coverage.

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

☑ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

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

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

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

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

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

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 Association of Bridge, Structural, Ornamental & Reinforcing Iron Workers.

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 soley 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.**

FEB 28 2011

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.

APROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: [redacted]

Print Name:

Title:

Date Signed:

APPROVED A

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

FEB 28 2011

OPEIU LOCAL 11
APR 13 2016
RECEIVED

LABOR AGREEMENT

BETWEEN

UNITED LABOR UNION ASSOCIATION

AND THE

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

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. EDUCATION

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

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

ARTICLE 17. NON-DISCRIMINATION

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

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

ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31st day of March 2016:

UNITED LABOR UNION

[redacted]

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. NON-DISCRIMINATION

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

MEMORANDUM OF UNDERSTANDING

between
United Labor Union Association (ULUA)
and the
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

This Memorandum of Understanding shall [redacted]

Western States Office and Professional Employees Pension Fund

11-2420

Employer Participation Agreement

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

FEB 10 2011

1. Employer Information.

Name: IRONWORKERS LOCAL #516 WS2420

Contract Person: MICHAEL J. LAPPIER, FS-T/BM

Address: PO BOX 301638

City, State & Zip: PORTLAND OR 97204-9638

Telephone: 503-257-4743

2. Local Information.

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

3. Participation.

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

☒ An existing Participating Employer to *update* Plan records.

☐ A new Participating Employer.

Effective date of coverage: _____.

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

Effective date of coverage: _____.

4. Coverage.

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

☒ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

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

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

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

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

a. Employer is a (*insert form of business*): UNION ORGANIZING & ADMINISTRATION

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): IRONWORKERS LOCAL #516 .

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 soley 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.

APROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: [redacted]

Print Name:

Title:

Date Signed:

APPROVED AN

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

LOCAL 8 OPEIU
Office and Professional Employees International Union
2800 First Avenue, Room 304 · Seattle, WA 98121 · (206) 441-8880 · 1-800-600-2433

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NOS. 8 AND 11, AFL-CIO

FOR THE PERIOD OF

APRIL 1, 2015 THROUGH MARCH 31, 2018

Section 14.1(i) I.U.P.A.T. UNIONS EAST (East of Snoqualmie). Effective April 1, 2017, the Employer shall increase the minimum hourly rates of all bargaining unit employees by one hundred percent (100%) of the Seattle-Bremerton average for Urban Wage Earners and Clerical Workers ("CPI") measured from February to February each year, with a minimum of one percent (1%) to a maximum of four and one-half percent (4.5%).

Section 14.1(j) Prior experience in the Trade Section will be considered by the Employer when determining starting salary for the employee.

Section 14.1(k) The rate for temporary employees, as defined in Article 8, Section 8.3, shall be set at eighty percent (80%) of the starting salary for the appropriate pay classification; provided that, (a) the employee has not held a permanent position in the office and, (b) has not worked more than sixty (60) days for the Employer during the last twelve (12) month period. Exceptions (a) and (b) shall be paid at one hundred percent (100%) of the appropriate pay classification and level.

Section 14.2 Where a person does a combination of any of the above described classifications, the salary shall be based upon the highest paid classification.

Section 14.3 Six-month and one-year step increases for regular full and part-time employees shall be based on calendar months; for each six month increase, temporary and on-call employees must work four hundred fifty-five (455) hours.

Section 14.4 The Union has the right to divert monies generated from the respective salary increases for the purpose of providing additional fringe benefits available through the Puget Sound Benefits Trust and Western States Office and Professional Employees Pension Fund. The Employer will be notified by the Union of such diversion and all salary schedules and employees' salaries will be adjusted accordingly.

Section 14.5 The Employer shall pay for the cost of employee parking or a bus pass or a ferry system pass at the request of the employee, for work purposes.

ARTICLE 15

PENSIONS

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

Effective April 1, 2015, the Employer agrees to continue a contribution of three dollars and thirty cents ($3.30) and in addition the surcharge amount of eighty percent (80%) as listed in the Supplemental Contribution Schedule of the Rehabilitation Plan, per compensable hour for each regular full-time employee and each regular part-time employee covered by this Agreement to the Western States Office & Professional Employees Pension Fund, not to exceed thirty-five (35) hours in any one week. The total contribution shall be $5.94 per hour ($3.30 + $2.64).

Effective April 1, 2016, the Employer agrees to continue a contribution of three dollars and thirty cents ($3.30) and in addition the surcharge amount of eighty percent (80%) as listed in the Supplemental Contribution Schedule of the Rehabilitation Plan, per compensable hour for each regular full-time employee and each regular pert-time employee covered by this Agreement to the Western States Office & Professional Employees Pension Fund, not to exceed thirty-five (35) hours in any one week. The total contribution shall be $5.94 per hour ($3.30 + $2.64).

Effective April 1, 2017, the Employer agrees to continue a contribution of three dollars and thirty cents ($3.30) and in addition the surcharge amount of eighty percent (80%) as listed in the Supplemental Contribution Schedule of the Rehabilitation Plan, per compensable hour for each regular full-time employee and each regular pert-time employee covered by this Agreement to the Western States Office & Professional Employees Pension Fund, not to exceed thirty-five (35) hours in any one week. The total contribution shall be $5.94 per hour ($3.30 + $2.64).

Should the Western States Office & Professional Employees Pension Fund release the Employer from the obligation to pay according to the Supplemental Contribution Schedule, then the minimum pension contribution amount of three dollars and thirty cents ($3.30) per compensable hour shall be in full force and effect.

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

Section 15.2 If the Employer is contributing instead to the Western Washington Painters Trust, the contributions shall be as follows:

Effective April 1, 2015, the Employer shall contribute four dollars and twenty four cents ($4.24) per compensable hour for each regular full-time employee and each regular part-time employee participating in the Western Washington Painters Trust, not to exceed thirty-five (35) hours in any one week.

Section 15.3(a) SUPPLEMENTAL PENSION. Effective April 1, 2015, the Employer shall contribute fifteen cents ($0.15) per compensable hour for each regular full-time employee and each regular part-time employee covered by this Agreement, not to exceed thirty-five (35) hours in any one week. The Employer agrees to and shall be bound by all terms, conditions and provisions of the Trust Agreement and any changes, additions, amendments or modifications thereto which are made by the authorized Joint Trustees of the Office and Professional Employees Local 8 and Local 11 Supplemental Retirement Fund.

Section 15.3(b) SALARY DIVERSION. An amount may be elected by each employee as a

reduction in the minimum salary schedule described in the Salary Schedule for the purpose of contributing such amount to the Office and Professional Employees Local 8 and Local 11 Supplemental Retirement Fund. The Employer agrees to transmit the amounts withheld from such employees' wages on a pre-tax basis as soon as the funds can be transmitted and no later than the next payroll period following an employee's written request for such wage diversion. Employees may elect to divert any amount up to the maximum threshold set by the IRS rules governing 401(k) plans. An employee shall be entitled to only one (1) election each quarter of a calendar year and, once made, the election shall not be subject to revocation. The forms for the election shall be provided by the administrative office of the aforesaid Trust Fund. Any election under this paragraph shall not be effective until the first of the month following the month in which a completed election form is provided to the Employer. The resulting salary level shall be considered to be the negotiated salary level for that employee for the remainder of this Agreement following the election. However, for the purposes of determining any other amounts under this Agreement based upon wage level, the original amount described in the Salary Schedule shall apply.

The Employer agrees to provide employee information as may be needed by the Administrator of the Plan including information that may be needed to complete any required IRS discrimination tests.

ARTICLE 16

NON-DISCRIMINATION

Section 16.1 The Employer agrees to not discriminate against an employee because of his/her activity as a member of the Office and Professional Employees International Union Local No. 8 and Local No. 11.

Section 16.2 Neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, sex, age, sexual orientation, religion, ancestry, marital status, political ideology, or the presence of a sensory, mental or physical handicap subject to occupational requirements and the ability to perform the job.

Section 16.3 The Employer agrees to the principle of equal pay for equal work and agrees that there shall be no discrimination exercised in this respect. In all cases where women are performing work of a comparable quantity and quality as that performed by men, the same rate of pay shall prevail. This applies only to positions in the bargaining unit.

Section 16.4 No clause in this Agreement shall be understood to imply any lowering of the working conditions and rates of pay heretofore existing in the office of the employees.

ARTICLE 17

SEPARABILITY

In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or through government regulations or decrees, such decision

Western States Office and Professional Employees Pension Fund

8-3576

MAR 0 1 2011

Employer Participation Agreement

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

1. Employer Information.

Name: IUPAT DISTRICT COUNCIL #5

Contract Person: DENIS SULLIVAN

Address: 6770 E MARGINAL WAY S, BLDG E-321

City, State & Zip: SEATTLE WA 98108

Telephone: 206-441-5554

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.

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): IUPAT DISTRICT COUNCIL #5

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

_____ 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 soley 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.

APROVAL 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:

MAR 0 1 2011

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

PLUMBERS LOCAL UNION 3

and

PLUMBERS JOINT APPRENTICESHIP AND TRAINING COMMITTEE

July 1, 2016

to and including

May 31, 2019

ARTICLE 19 – CLASSIFICATION AND WAGES

19.1 Employees shall be paid the following minimum scale of wages:

First year increase	$1.00
Second year increase	$1.00
Third year increase	$1.00

Classification:

Administrative Assistant 1 (receptionist, light secretarial skills, file clerk, data entry**,** computer program knowledge)

Effective

	7/1/16	**6/1/17**	**6/1/18**
First 6 months	$17.50	$18.50	$19.50
Second 6 moths	$22.50	$23.50	$24.50

Administrative Assistant 2 (Administrative Asst. 1 skills plus light bookkeeping, and full applicable computer program knowledge)

7/1/16	**6/1/17**	**6/1/18**
$24.50	$25.50	$26.50

Administrative Assistant 3 (Office management skills, bookkeeping, full office skills)

7/1/16	**6/1/17**	**6/1/18**
$26.50	$27.50	$28.50

The Employer reserves the right to promote employees to the next percentage rate at any time. An Office Professional will not be kept at the 95% rate for any longer than a twelve (12) month period.

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

ARTICLE 20 – PENSION

20.1 The Employers agrees to contribute to the Western States Office and Professional Employees Pension Fund, a contribution on behalf of each employee in the amount of two dollars and thirty cents ($2.30) per hours paid for employees of the Plumbers Apprenticeship. For employees of Plumbers Local 3, the contribution amount shall be two dollars and eighty cents ($2.80) per hours paid. The

employee(s), as a unit**,** may elect to put any amount of their negotiated wage rate into pension.

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

20.3 If an employee is injured on the job, the Employer shall continue to pay the required contribution for a period of three (3) months following the end of the month in which the injury occurs.

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

20.5 The Employer agrees to allow the employees to participate in the Office and Professional Employees International Union Local #30 Retirement Savings Plan (401K). The Employer agrees that if the employee chooses, they will withhold an employee contribution to the 401K plan. The employee may contribute up to, but no more than the amount limited by the Internal Revenue Service (IRS). All administrative fees shall be borne by the employee.

20.6 The Employer agrees to adopt the Western States Office and Professional Employees Pension Rehabilitation Plan and to contribute on behalf of each employee the contribution amount listed in the Updated Supplemental Employer Contribution Schedule, dated March 21, 2010, provided by the Trustees of Western State Office and Professional Employees Pension Fund. Should the Contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in Article 20.1.

20.7 Effective January 1, 2010 it is hereby agreed between the Employer and the bargaining unit employees that for the year 2010 the Supplemental Contribution will be split 50-50. The employee portion will come from a deduction in their base hourly rate of pay listed in Article 19.1. In the future years, any required supplemental contribution to the Western States Office and Professional Employees Pension Fund will come from the employee's yearly wage increase. If no wage increase is due, it shall come from a deduction in their base hourly rate of pay listed in Article 19.1. Every year the Employer will review their ability to pay a percentage of the increase and notify the Union.

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

THIRD SUSPENSION APPLICATION

Exhibit 15

(Part 7 of 11)

Employer to be owed by the employee, from the final paycheck of any eligible employee.

24.3 Any change in the rate of dues and/or initiation fees levied by the Union will be put into effect in the deductions made by the Employer in the month following the month in which the Employer received written notice of the change from the Union.

24.4 The Union agrees to file deduction assignments with the Employer for each employee prior to such deductions.

24.5 The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for OPEIU's "J.B. Moss Voice of the Electorate" (VOTE) fund. Such deductions shall be made on the same date that employees receive their regular paychecks.

24.6 Voluntary contributions deducted from employee's paychecks shall be made payable to the J.B. Moss Voice of the Electorate (VOTE) fund and forwarded monthly to the CFO of the Office and Professional Employees International Union, Local 30, AFL-CIO, 705 West Arrow Highway 2nd Floor, P.O. Box 9000, Claremont, CA 91711, along with a listing of the names of contributors and the amounts.

ARTICLE 25 – TERM OF AGREEMENT

25.1 This Agreement shall be in full force and effect from the first (1st) day of July 2016, to and including the thirty-first (31st) day of May 2019, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions.

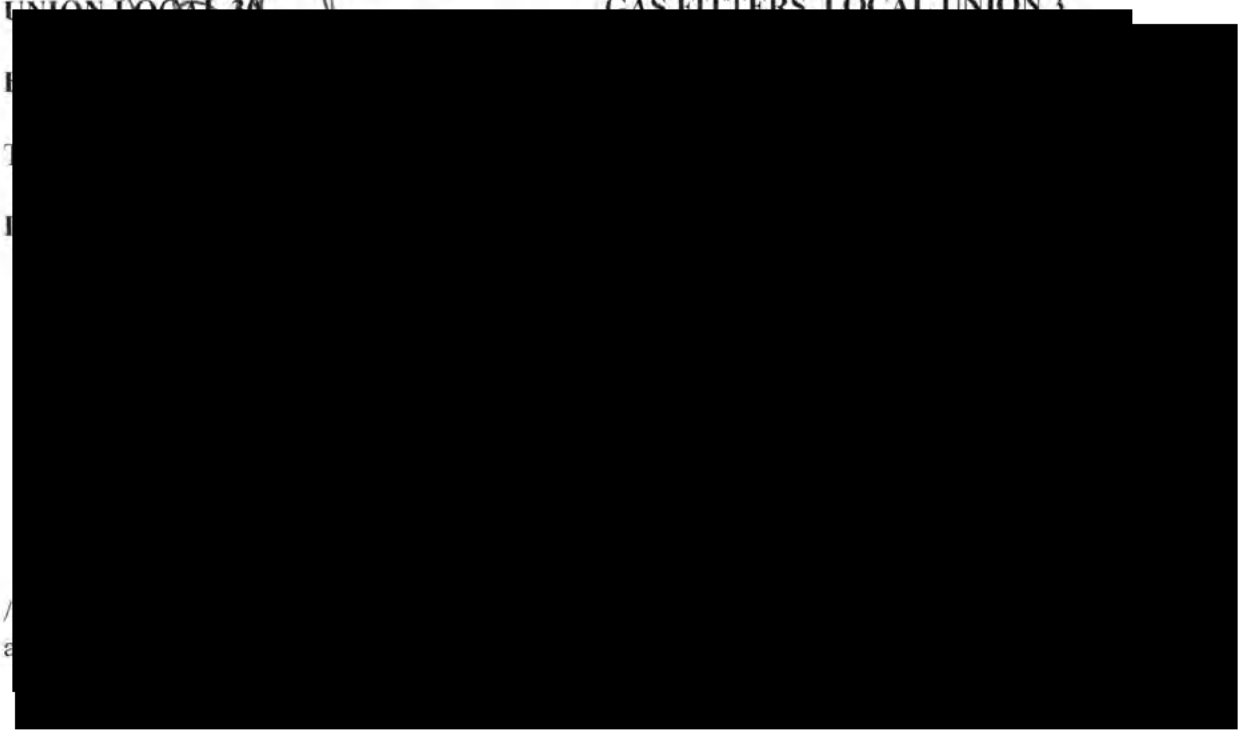
a) If either party elects to terminate the Agreement, such party shall on a date not less than sixty (60) days, nor more than seventy-five (75) days prior to the anniversary date of the Agreement give written notice to the other party of intention to terminate and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.

b) If either party elects to change any of the provisions of the Agreement, such party shall on a date not less than sixty (60) days, nor more than seventy-five (75) days prior to the anniversary date of the agreement give written notice to the other party.

c) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice which may be extended by mutual agreement.

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL

UNITED ASSOCIATION OF JOURNEYMAN PLUMBERS AND GAS FITTERS, LOCAL UNION 3



Journeyman Plumbers & Gasfitters #3

Western States Office and Professional Employees Pension Fund

WS0375

Employer Participation Agreement

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

1. Employer Information.

Name: Plumbers Local 13

Contract Person: Kurt Steenbeck

Address: 17100 E. 32nd Place

City, State & Zip: Aurora, CO 80011

Telephone: 303-739-9300

2. Local Information.

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

3. Participation.

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

☒ An existing Participating Employer to *update* Plan records.

☐ A new Participating Employer.

Effective date of coverage: _____.

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

Effective date of coverage: _____.

4. Coverage.

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

☒ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

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

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

RECEIVED, 2011

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

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

APROVAL 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
LOCAL NO. 5 *Affiliated with the AFL-CIO*

5621 BOWEN COURT, SUITE 101 * COMMERCE CITY, CO 80022 * 303-433-7909 * FAX: 303-433-7933

JUN 2 2 2010

June 15, 2010

Western States Office and Professional
Employees Pension Fund
c/o A & I Benefit Plan Administrators
1220 SW Morrison, Suite 300
Portland, OR 97205

Dear Dana:

Enclosed please find the recently negotiated collective bargaining agreement between Office and Professional Employees International Union Local 5 and Plumbers Local Union 3 and Plumbers Joint Apprenticeship and Training Committee.

This contract includes language to adopt the Rehabilitation Plan and the new Contribution Schedule. Please make the necessary changes to their billing statements for future months and any back payments or refunds as are appropriate.

Journeyman Plumbers Local 3 ✓
Employer Number: 0005-0275

Denver Plumbers Joint Apprenticeship & Training Committee ✓
Employer Number: 0005-0419

Thank you for your help in this matter.

Sincerely,

[redacted]

Enclosure

OPEIU LOCAL 11
APR 13 2016
RECEIVED

LABOR AGREEMENT

BETWEEN

UNITED LABOR UNION ASSOCIATION

AND THE

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

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. EDUCATION

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

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

ARTICLE 17. NON-DISCRIMINATION

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

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

ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31st day of March 2016:

UNITED LABOR UNION

[redacted]

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. NON-DISCRIMINATION

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

MEMORANDUM OF UNDERSTANDING

between
United Labor Union Association (ULUA)
and the
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

This Memorandum of Understanding shall [redacted]

Western States Office and Professional Employees Pension Fund

WS 2460

Employer Participation Agreement

A & I RECEIVED AUG 12 2011

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

1. Employer Information.

Name: Labor's Community Service Agency, Inc.
Contract Person: Vickie Burns, Exec. Director
Address: 1125 S.E. Madison, #103-B *note*
City, State & Zip: Portland, OR 97214
Telephone: 503-231-4962

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

a. Employer is a (*insert form of business*): Non-profit 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): Labor's Community Service Agency, Inc.

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 soley 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.

A & I RECEIVED
AUG 1 2 2011

APROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED AN

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

LOCAL 8 OPEIU
Office and Professional Employees International Union
2800 First Avenue, Room 304 · Seattle, WA 98121 · (206) 441-8880 · 1-800-600-2433

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MASTER TRADE SECTION

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

FOR THE PERIOD OF

APRIL 1, 2016 THROUGH MARCH 31, 2019

ARTICLE 15

PENSIONS

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

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

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

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

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

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

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

ARTICLE 22

TERMINATION AND RENEWAL

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

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

OFFICE AND PROFESSIONAL EMPLOYEES FOR THE MASTER TRADE SECTION

[redacted]

ws 8164

APR 04 2011

FEB 16 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")[1] for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: Local 440

Contract Person: Kim Williams Business Manager

Address: 565 13th Ave

City, State & Zip: Seattle WA 98122

Telephone: 206 329 1540

2. Local Information.

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

3. Participation.

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

☑ An existing Participating Employer to *update* Plan records.

☐ A new Participating Employer.

Effective date of coverage: _____.

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

Effective date of coverage: _____.

4. Coverage.

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

☑ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

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

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

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

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

a. Employer is a (*insert form of business*): 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): Laborers' Local 440

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

d. Employer now has the following employees (insert number): Office Staff 5 agents

5 employees covered by the collective bargaining agreement; and

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

3/31/11

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 soley 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.

APROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED AN

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

8-8138
Piledrivers
23960

OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

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

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

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

1) Increase the Employer's contribution into the Employer's alternative pension plan by forty-seven cents ($0.47) per hour on behalf of each bargaining unit employee; or

2) Divert forty-seven cents ($0.47) per hour into the Office and Professional Employees Local 8 Supplemental 401K Retirement Fund or other defined contribution fund of the employees' choice; or

3) Add forty-seven cents ($0.47) per hour to the current wage rate of the bargaining unit employee(s).

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

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

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

OFFICE AND PROFESSIONAL EMPLOYEES FOR THE TRADE SECTION EMPLOYERS

[redacted]

Trade Section Employers Participating in Western States Pension Fund

2016

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

#8133

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

#8111

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

#8222

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

#8152

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

#8155

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

#8240

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

#8181

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

#8253

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

#8109

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

#8101

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

#8255

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

#775

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

#8235

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

#8162

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

#8138

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

#8127

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

#8241

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

#8108

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

#8154

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

#8118

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

#8164

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

#8226

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

#8126

AGREEMENT

between

LABORERS UNION, LOCAL 73

and

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

June 1, 2015 - May 31, 2018

OPEIU® Local 29
AFL-CIO & CLC

and sufficient training, is computer literate in office data entry and word processing programs. Performs multi-step office operations under general supervision such as accounts receivable, accounts payable, reconciling bank statements, posting and spreading journals and/or ledgers, preparing bank deposits, payroll, routine financial reports, membership reconciliation, membership audits, administering insurance programs for members and/or staff typing and formatting from rough draft such items as correspondence, contracts, reports, preparing materials for mailing, presentation, dictation and transcription, perform general office work in relieving an executive of clerical duties; handles matters of a confidential nature, performs related duties as required. With appropriate and sufficient training, is computer literate in office word processing programs and bookkeeping programs. Under the direction of the Business Manager, writes correspondence.

ARTICLE XII. HEALTH & WELFARE INSURANCE

All fulltime employees who have worked more than fifty (50) hours in the prior month, or who have worked an average of more than fifty (50) hours in the prior twelve (12) months, or who worked an average of more than fifty (50) hours during months employed, if the employee has been employed for less than twelve (12) months, shall be covered by health and welfare insurance under the Laborers' Health & Welfare Trust Funds of Northern California. The Employer agrees to pay the entire cost of the present schedule of benefits of the Plan for the employee and the employee's dependents for the term of this agreement.

ARTICLE XIII. PENSION PLAN

All full–time employees shall be covered by the Western States Pension Plan. The Employer's contribution shall as follows:

Pension rate effective June 1, 2014:

Contribution	$2.16
Supplemental Rate (80%)	$1.728
Total:	**$3.888**

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.

If any year of the Agreement the Pension rehabilitation plan or the Red Zone status goes away, the contract would open for the parties to negotiate regarding wages in that year and subsequent years of the Agreement.

ARTICLE XX. DURATION OF AGREEMENT & PROVISIONS FOR AMENDMENT

This Agreement together with all provisions herein set forth, shall continue in full force and effect from June 1, 2015 through May 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 the 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. 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.

This Agreement shall be subject to amendment at any one time by mutual consent of the parties hereto. In such event, negotiations shall be reopened in order to revise the section or sections regarding which notice of the proposed changes have been served. Such changes, when agreed upon, shall be incorporated into this Agreement and shall take effect within thirty (30) days.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals this _____day of _____2015.

LABORERS UNION, LOCAL 73 **OFFICE & PROFESSIONAL EMPLOYEES**



KG/lm(LBR732015)
cwa:9415/afl-cio

WSC140

Office & Professional Employees International Union | Local 29

AFL-CIO & CLC

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

RECEIVED
NOV 0
OPEIU

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
LABORERS Union local 73, 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: 6-1-2013

   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.

EMPLOYER APPROVAL UNION APPROVAL

[redacted]

7677 Oakport Street | Suite 460 | Oakland, California 94621 | Phone (510) 746-5960 | Fax (510) 746-5977 | www.opeiu29.org

Jason Rickman

From: Lily Munoz [Munoz@opeiu29.org]
Sent: Monday, November 04, 2013 3:37 PM
To: Jason Rickman
Subject: Laboerers 73 Rehab Agreement
Attachments: 20131104144055788.pdf

W5 0142

Good afternoon Jason,

Attached please find the signed agreement to adopt the rehabilitation plan effective June 1 , 2013. Should you have Any questions in reference to this, please contact Kelly Gschwend at (510)746-5967.

Regards,

Lily T. Muñoz

Lily T. Muñoz
Office Manager/Executive Secretary
OPEIU 29
7677 Oakport Street, Suite 480
Oakland CA 94621
(510) 746-5964
Munoz@opeiu29.org

CONFIDENTIALITY NOTE: The information in this email message or any attachment is legally privileged and confidential, intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this email is strictly prohibited. If you received this email in error, please notify the sender and delete the email immediately. Thank you.

6-1-13 - 78%
6-1-14 - 80%

Western States Office and Professional Employees Pension Fund FEB 14 2011 29-0140 **Employer Participation Agreement**

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

1. Employer Information.

Name: laborers local 73

Contract Person: Jack Munoz

Address: 3904 Cherokee Road

City, State & Zip: Stockton, CA 95215

Telephone: (209) 466-3356

2. Local Information.

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

3. Participation.

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

☒ An existing Participating Employer to *update* Plan records.

☐ A new Participating Employer.

Effective date of coverage: _____.

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

Effective date of coverage: _____.

4. Coverage.

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

☒ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

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

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

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

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

APROVAL OF PARTICIPATION AGREEMENT

APPROVED AND A

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED AN

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

WS1179

AGREEMENT

Between

LOS RIOS COLLEGE
FEDERATION OF TEACHERS
LOCAL 2279

And

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29

August 1, 2014 – July 31, 2017

OPEIU® Local 29
AFL-CIO & CLC

ARTICLE 6. HEALTH & WELFARE - *continued*

(b) Part-time regular employees, after three (3) months' service, will be entitled to pro rata health and welfare benefits. It is agreed that to be eligible for LRCFT pro rata payment for coverage, an employee must have been paid for not less than seventy (70) hours in the previous calendar month.

(c) If an employee is laid off, the health and welfare premiums shall be paid for the month following the month in which the layoff occurred, provided that s/he had already become eligible for LRCFT payment of coverage.

(d) Effective January 1, 2014, January 1, 2015 and January 1, 2016, the Employer will pay any increases determined by the Trustees of the fund not to exceed ten percent (10%) in each year to maintain such schedule of benefits. If the increase is in excess of ten percent (10%) the contract will immediately open to negotiate the additional costs.

(e) The present cost is One Thousand Six Hundred Fifty-seven Dollars ($1,657.00) as of January 1, 2014.

(f) If at any time the employee can secure equal health benefits by a spouse or domestic partner the contract will open for negotiations to discuss the employee's double coverage options. Should current employee terminate her current employment via retirement or resignation, the terms of this article shall be subject to renegotiation.

ARTICLE 7. PENSION

(a) Effective August 1, 2014, the LRCFT shall contribute One Hundred Dollars ($100.00) monthly to a retirement fund for the Administrative Secretary's benefit and of the Administrative Secretary's choosing. Regular part-time employees working at least twenty (20) hours per week shall receive one-half (½) the full retirement fund benefit after service of one (1) year.

(b) **401 (k) Option**

Upon an employee's written request, the Employer agrees to participate in and to deduct voluntary employee contributions from an employee's payroll and to forward to a mutually agreeable qualified 401(k) plan.

ARTICLE 22. TRAINING AND EDUCATION – *continued*

3. Tuition reimbursement shall be made for a course, workshop, institute or other organized activity in an area directly related to the employee's employment.

4. Courses, workshops, institutes or other organized activities must be taken at an accredited institution. Exceptions may be made for courses, workshops or other organized activities offered by recognized business, industry, governmental, professional and occupational and labor organizations or associations.

(b) The LRCFT will pay the full cost of tuition, books and materials for training and/or education, which as been proposed by the LRCFT and agreed to by the employee. Insuch case, reasonable release time will be provided for travel and class attendance.

(c) The cost of training and/or education in Section B shall not reduce the fund in Section A.

ARTICLE 23. DURATION OF AGREEMENT AND PROVISIONS FOR AMENDMENT

This Agreement, together with all provisions set forth, shall continue in full force and effect from August 1, 2014 to July 31, 2017. It 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 ninety (90) 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 year's term for which the revisions were proposed.

LOS RIOS COLLEGE FEDERATION **OFFICE & PROFESSIONAL EMPLOYEES**

[redacted]

LETTER OF UNDERSTANDING
Between
LOS RIOS COLLEGE
FEDERATION OF TEACHERS
And
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,
LOCAL 29

August 1, 2014 through July 31, 2017

It is agreed and understood between the parties that they shall apply conditions of the Los Rios College Federation of Teachers and Office & Professional Employees International Union, Local 29, Agreement with the following modifications:

ARTICLE 3. WORKING HOURS & OVERTIME

(a) The normal workweek for full time employee Reina Mayorga shall consist of thirty (30) hours.

(b) Any and all work performed in excess of the normal workday of six (6) hours in any one (1) day, or thirty (30) hours in any one (1) workweek shall be considered overtime and shall be paid at one and one-half (1½) times the regular hourly rate, except Sunday, which shall be paid for at two (2) times the regular hourly rate. There shall be an option to be compensated for overtime payment of appropriate wages or by banking credit for time off with pay, to be decided by the employee and Employer by mutual agreement.

ARTICLE 4. VACATIONS

Effective August 1, 2011, Reina Mayorga shall be entitled to six (6) weeks vacation.

Reina Mayorga shall be entitled to eight (8) weeks vacation with full pay after having served twenty-five (25) years.

ARTICLE 7. PENSION

The Employer agrees to contribute into a Trust Fund, known as Western States Office & Professional Employees Pension Fund, for the account of each employee working under the Agreement, **Three Dollars and fifty cents ($3.50)** per hour paid.

Effective August 1, 2011, 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.

ARTICLE 9. CLASSIFICATION & MINIMUM WAGE SCALE

Reina Mayorga shall be classified as an Administrative Assistant.

Effective August 1, 2014, wage increase across-the-board of Two (2%) percent.
Effective August 1, 2015, wage increase across-the-board of Two (2%) percent.
Effective August 1, 2016, wage increase across-the-board of Two (2%) percent.

LOS RIOS COLLEGE FEDERATION OF TEACHERS, LOCAL 2279

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

[redacted]

By:

Date:

KG/lm(L

Western States Office and Professional Employees Pension Fund

MAR 07 2011

09 - 1179

Employer Participation Agreement

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

1. Employer Information.

Name: Los Rios College Federation of Teachers

Contract Person: Robert Perrone

Address: 2126 K Street

City, State & Zip: Sacramento CA 95816

Telephone: (916) 448-2452

2. Local Information.

Employer has a collective bargaining agreement with Local Union 2279 (*insert number*) of the Office and Professional Employees International Union ("OPEIU") which requires Employer to contribute to the Plan for Employer's employees.

3. Participation.

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

☒ An existing Participating Employer to *update* Plan records.

☐ A new Participating Employer.

Effective date of coverage: _____.

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

Effective date of coverage: _____.

4. Coverage.

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

☒ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

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

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

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

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

a. Employer is a (*insert form of business*): Teachers 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): LRCFT 22 79.

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 soley 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 07 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.

APROVAL 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: _____

SILENT on Rehab

A & I RECEIVED
DEC 1 4 2011

ADOPTED 4/1/11 WS 2500

WORKING AGREEMENT

BETWEEN

LOWER COLUMBIA LONGSHOREMEN'S
FEDERAL CREDIT UNION

AND THE

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

FOR THE PERIOD

APRIL 1, 2011

THROUGH

MARCH 31, 2016

Section 1. After the first sixty (60) day of employment the Employer shall provide full family Health and Welfare, Western States Health and Welfare Fund of the OPEIU or a Medical Plan of equal to the above plan at no cost to the employee for the life of this Agreement.

Section 2. All compensable hours count towards the Health and Welfare/Dental eligibility rule (105 hours per payroll month).

Section 3. The Employer agrees to maintain the above benefits for each eligible employee for the life of this agreement.

Section 4. The Employer agrees to implement and maintain disability insurance for all employees who work more than half time.

ARTICLE 15 RETIREMENT PLANS

Section 1. For the purpose of providing a source of retirement, all eligible employees under the jurisdiction of Local 11 covered by this Agreement shall participate in the Western States 401(k) Retirement Fund of the OPEIU, and the Western States Office and Professional Employees Pension Fund, hereafter known as the "Retirement Funds". The contributions of the Employer and employees shall be used exclusively to provide retirement benefits to eligible member.

Section 2 The Employer agrees to contribute to the Retirement Funds a minimum contribution of twelve and one-half percent (12 ½%) of the employee's gross wage, excluding bonus, to the Western States Office and Professional Employees Pension fund in the amount specified in Schedule A. The employees will contribute a minimum of four percent (4%) to the Western States 401(k) Retirement Fund of the OPEIU.

Section 3. 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 4. The Employer confirms and ratified the appointment of the persons designated as Trustees, who with their successors designated in the manner provided in the Agreement and Declaration of Trust, are called Employer Trustees.

Section 5. The said contribution shall be paid monthly up to and including the last payroll date of each and every calendar month on or before the 10th day of the following month. The contributions are to be stated on forms provided by the Retirement Fund.

Section 6. 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 7. 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.

ARTICLE 24. TERMINATION AND RENEWAL

This agreement shall be in full force and effect from APRIL 1, 2011 through March 31, 2016 and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided, that in the event the Union serves written notice in accordance with this Article, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provisions of this Agreement, any other provisions to the contrary notwithstanding. Upon signing of this Agreement or any future Agreement, the provisions therein shall be retroactive to the anniversary date.

AS Agreed this 1st day of April 20011

LOWER COLUMBIA
LONGSHOREMEN'S
CREDIT UNION

OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL FEDERAL
UNION, LOCAL #11

[redacted]

Greg Br
Preside

David M
Secreta

Office & Professional Employees International Union, Local 11, AFL-CIO
3815 Columbia Street Vancouver, WA 98660
Vancouver Line: 360-719-1766
General Email: opeiu11@opeiu11.comcastbiz.net
Phone: 503-257-6691
800-547-8902

December 5, 2016

Robin Carns
Lower Columbia Longshore FCU
629 14th Ave
Longview, WA 98632

Dear Ms. Carns,

This notice is to inform you that we wish to extend the Agreement between the Lower Columbia Longshore FCU and the Office & Professional Employees International Union, Local 11 in its entirety including addendums, appendices and letters of understanding until March 31, 2018.

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

Please note that the new termination date for this Agreement will be March 31, 2018.

If you have any questions please contact me at the Local 11 office.

Thank you for your assistance.

[redacted]

MED/dmt
opeiu11/afl-cio
Certified Mail: 7016 0340 0000 6505 6306

WS 2500
OP 11

MEMORANDUM OF UNDERSTANDING
between
LOWER COLUMBIA LONGSHOREMEN'S FEDERAL CREDIT UNION
and the
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

This Memorandum of Understanding is entered into between the LOWER COLUMBIA LONGSHOREMEN'S Federal Credit Union and the Office & Professional Employees International Union, Local 11 and specifically shall be in accordance with Article 15 Retirement Plans within the Collective Bargaining Agreement and solely for the membership employed there.

It is mutually agreed by all parties that the Employer agrees to continue a contribution of one dollar and sixty-four cents ($1.64) 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 fifty cents ($.50) per compensable hour shall be in full force and effect.

This Memorandum of Understanding shall be pursuant to the terms and conditions of Article 10 Grievance Procedure to the Collective Bargaining Agreement should there be any dispute regarding the interpretation and/or application.

Agreed to on this 22 of February 2012.

[redacted]

MLR/hp
opeiu11
afl-cio
MOU for Lower Col Longshoremen's FCU for WSP

WS 2500
OP 11

MEMORANDUM OF UNDERSTANDING
between
LOWER COLUMBIA LONGSHOREMEN'S FEDERAL CREDIT UNION
and the
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

This Memorandum of Understanding is entered into between the LOWER COLUMBIA LONGSHOREMENS Federal Credit Union and the Office & Professional Employees International Union, Local 11 and specifically shall be in accordance with Article 15 Retirement Plans within the Collective Bargaining Agreement and solely for the membership employed there.

It is mutually agreed by all parties that the Employer agrees to continue a contribution of one dollar and sixty-four cents ($1.64) 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 fifty cents ($.50) per compensible hour shall be in full force and effect.

This Memorandum of Understanding shall be pursuant to the terms and conditions of Article 10 Grievance Procedure to the Collective Bargaining Agreement should there be any dispute regarding the interpretation and/or application.

Agreed to on this 2-2 of February 2012.

[redacted]

MLP/lp
opeiu11
afl-cio
MOU for Lower Columbia Longshoremen's FCU for WSO

APR 13 2011

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

EMPLOYER PARTICIPATION AGREEMENT

ATTACHMENT B: NONBARGAINING UNIT EMPLOYEES

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

1. All employees are full-time employees and none are represented by a union;

2. All employees are or will be duly enrolled in the Plan and Participating Employer will make appropriate contributions on behalf of all covered employees according to the Board's rules and regulations;

3. All employees are in the following reasonable classification (subject to Board approval: the Participating Employer must make an accurate and full disclosure to the Board as part of this Agreement):

   Classification: _____.

   n/a

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

   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:

   n/a

4. Contribution rate for nonbargaining unit employees: _____.

EMPLOYER SIGNATURE: [redacted]

Print Name:

Title:

Date:

List nonbargaining unit employees in

Western States Office and Professional Employees Pension Fund

APR 1 3 2011

Employer Participation Agreement

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

1. Employer Information.

Name: Lower Columbia Longshoremen's FCU

Contract Person: Ann Travers

Address: 629 14th Avenue

City, State & Zip: Longview, WA 98632

Telephone: 360 423-2770

2. Local Information.

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

3. Participation.

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

☑ An existing Participating Employer to *update* Plan records.

☐ A new Participating Employer.

Effective date of coverage: _____.

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

Effective date of coverage: _____.

4. Coverage.

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

☑ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

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

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

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

APR 1 3 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.

APROVAL 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:

WS0603
Lum 11

LABOR AGREEMENT

BETWEEN

LUMBER & SAWMILL WORKERS LOCAL 2949

ROSEBURG, OR

AND THE

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,

LOCAL 11

AFL-CIO

FOR THE PERIOD

APRIL 1, 2013

THROUGH

MARCH 31, 2020

Section 2. Employees covered by Employer-paid health and welfare plans with salary indemnity goes into effect, and from then until their earned sick leave is used, the Employer will pay the difference between the allowance from the employee's health and welfare and their regular salary.

ARTICLE 14. PENSION

Section 1. The Employer agrees to contribute to the Western States Office & Professional Employees Pension Fund a minimum contribution as stated below.

Effective April 1, 2013, the Employer agrees to make a minimum contribution of two dollars and forty-three ($2.43) cents per compensable hour, excluding overtime, to the Western States Office & Professional Employees Pension Fund for all bargaining unit employees. The Employer also agrees to contribute the additional sixty percent (60%) for the pension surcharge amount listed in the 2013 Rehab Plan, in accordance with the Supplemental Contribution Schedule, with a total contribution amount of three dollars and eighty-eight cents ($3.88) to the Western States Office & Professional Employees Pension Fund.

Effective April 1, 2014, the Employer agrees to make a minimum contribution of two dollars and forty-three cents ($2.43) per compensable hour, excluding overtime, to the Western States Office & Professional Employees Pension Fund for all bargaining unit employees. The Employer also agrees to contribute the additional seventy-five percent (75%) for the pension surcharge amount listed in the 2013 Rehab Plan, in accordance with the Supplemental Contribution Schedule, with a total contribution amount of four dollars and twenty-five cents ($4.25) to the Western States Office & Professional Employees Pension Fund.

Effective April 1, 2015, and for the duration of this Agreement, the Employer agrees to make a minimum contribution to the Western States Office & Professional Employees Pension Fund for all bargaining unit 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 four dollars and thirty-seven cents ($4.37) 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, which would require the Employer to pay higher than what is defined in the 2015 calendar year; and/or should the Employer desire to withdraw from the pension under the Trust rules, this Agreement shall open for the purposes of bargaining these items 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 of two dollars and forty-three cents ($2.43) per compensable hour, excluding overtime.

ARTICLE 22. TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from April 1, 2013 through March 31, 2020, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided, that in the event the Union serves written notice in accordance with this Article, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with Schedule "A" as set forth on this first day of April, 2013.

LUMBER & SAWMILL WORKERS
Local 2949

OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL

[redacted]

OPEU
WSOL03

MEMORANDUM OF UNDERSTANDING

BETWEEN

LUMBER & SAWMILL WORKERS LOCAL 2949 – ROSEBURG, OREGON

AND THE

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11

This Memorandum of Understanding is entered into between Lumber & Sawmill Workers Local 2949 – Roseburg, Oregon and the Office & Professional Employees International Union, Local 11 to allow proper communication between the parties listed above and in accordance with Article 14 Retirement within the Collective Bargaining Agreement.

It is mutually agreed by all parties that effective April 1, 2013 the Employer agreed to adopt the Western States Office & Professional Employees Pension Fund Rehabilitation Plan and continue contributions, including the additional surcharge amount listed in the Supplemental Contribution Schedule, per compensable hour, on behalf of each employee into the Western States Office & Professional Employees Pension Fund.

Be it further agreed that the newly negotiated and agreed upon that Article 14/Section 1 within the Collective Bargaining Agreement shall be amended to reflect actual percentage amounts within the Supplement Contribution Schedule for the Western States Office & Professional Employees Pension Fund as follows:

- Effective April 1, 2013, the Employer agrees to make a minimum contribution of two dollars and forty-three ($2.43) cents per compensable hour, excluding overtime, to the Western States Office & Professional Employees Pension Fund for all bargaining unit employees. The Employer also agrees to contribute the additional seventy-four percent (74%) for the pension surcharge amount listed in the 2013 Rehab Plan, in accordance with the Supplemental Contribution Schedule, with a total contribution amount of four dollars and twenty-two cents ($4.23) to the Western States Office & Professional Employees Pension Fund.

- Effective April 1, 2014, and for the duration of the Agreement, the Employer agrees to make a minimum contribution of two dollars and forty-three cents ($2.43) per compensable hour, excluding overtime, to the Western States Office & Professional Employees Pension Fund for all bargaining unit 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 four dollars and thirty-seven cents ($4.37) to the Western States Office & Professional Employees Pension Fund.

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

Agreed on this 16 day of January 2014



surer

MMC/dmi
opeiu11/afl-cio

OPEIU LOCAL 11
JAN 16 2014
RECEIVED

Western States Office and Professional Employees Pension Fund

WS 0603

Employer Participation Agreement

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

1. Employer Information.

Name: Lumber & Sawmill Workers Local 2949

Contract Person: Randolph A. Fouts

Address: 742 SE Roberts Ave.

City, State & Zip: Roseburg, OR 97470

Telephone: (541) 672-3329

RECEIVED AUG 16 2011

2. Local Information.

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

3. Participation.

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

☒ An existing Participating Employer to *update* Plan records.

☐ A new Participating Employer.

Effective date of coverage: _____.

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

Effective date of coverage: _____.

4. Coverage.

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

☒ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.
Emailed copy on 8/4/11

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

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

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

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

APROVAL 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: _____

[redacted]

AGREEMENT

BETWEEN

MACHINISTS AUTOMOTIVE TRADES, DISTRICT LODGE #190

AND

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

NOVEMBER 1, 2017 - OCTOBER 31, 2020

ARTICLE 12. PENSION PLAN

Effective February 1, 2000, the Employer agrees to contribute into a Trust Fund known as Office and Professional Employee's Pension Fund, for the account of each eligible employee working under this Agreement, the sum of Four Dollars and seventy-five cents ($4.75) per hour. (Hours are defined as all hours paid or compensated for by the Employer.)

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

Employer agrees to be part of and bound by the Machinists 401(k) Plan (District Plan) effective 2/1/2000.

Effective November 1, 2017, the Employer agrees to pay an additional fifty cents ($0.50) per hour for each year to the IAM National Pension Plan.

Effective November 1, 2018, the Employer agrees to pay an additional fifty cents ($0.50) per hour for each year to the IAM National Pension Plan.

Effective November 1, 2019, the Employer agrees to pay an additional fifty cents ($0.50) per hour for each year to the IAM National Pension Plan.

To be eligible for participation in the Plan, an employee, for the purpose of this Article, shall mean: "Any employee who is paid seventy (70) hours or more during the preceding calendar month."

Eligibility for coverage under the Plan shall be that full time employees shall have contributions made on their behalf for all hours paid.

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 (1) week's pay in lieu thereof. Any employee of over six (6) months continuous service who may be discharged or laid off shall be given two (2) week's notice in writing or two (2) week's pay in lieu thereof. This clause shall not apply when the discharge is because of dishonesty or misconduct. It shall be a reciprocal obligation and a matter of good faith on the part of the employee to give one (1) week's notice in writing after three (3) months service or two (2) week's 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 shall not be discharged unless the Employer has given the employee a letter of warning (with a copy to the Union) setting forth the complaint. Employee shall be allowed a reasonable period of time to correct such complaint. Letters of complaint will be invalid after a period of six (6) months.

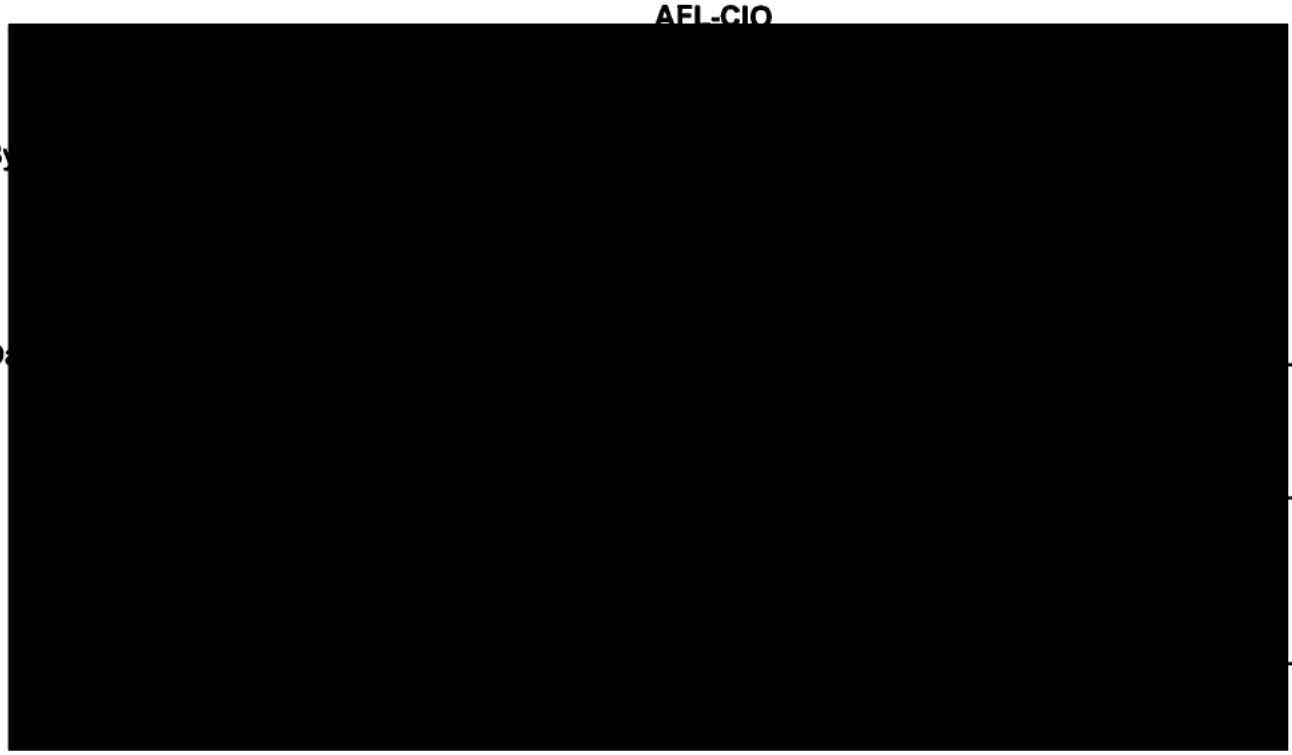
(d) In the event an employee terminates for any reason after six (6) months employment, he/she shall be entitled to prorated vacation pay from the Employer in addition to said two (2) weeks' notice. Prorated vacation will be based on one-twelfth ($1/12^{th}$) of the amount employee would be eligible to receive at his/her next anniversary date for each month or major fraction thereof.

ARTICLE 29. DURATION OF AGREEMENT AND PROVISIONS FOR AMENDMENT

This Agreement, together with all provisions herein set forth, shall continue in full force and effect from November 1, 2017 through October 31, 2020, and shall continue in full force and effect thereafter from year to year unless either party has served the other party written notice of its desire to change or modify this Agreement sixty (60) days prior to the date of expiration. In such event, negotiations shall be 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.

MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE #190

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



By

Da

KG/lm(MCH57517)
cwa:9415/afl-cio

WORKING AGREEMENT

between

MACHINIST-BOILERMAKERS
FEDERAL CREDIT UNION

And the

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

FOR THE PERIOD

APRIL 1, 2014

THROUGH

MARCH 31, 2017

ARTICLE 11. TERMINATION

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

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

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

Section 4. Employees terminated for reasons other than gross insubordination, dishonesty or insobriety shall first be warned by the Employer that failure to correct their work, conduct or other objectionable activity will lead to termination. If such warning is given to the employee, a file by the Employer, and a copy of the warning letter mailed to the Union office. In case of a termination following such warning, information in the employees personnel file will be made available to an authorized Union Representative upon request.

ARTICLE 12. HEALTH & WELFARE - DENTAL, OPTICAL, PRESCRIPTION

Section 1. The Employer will guarantee that employees will not have to pay additional cost for negotiated coverage of the Western States Health & Welfare Trust Funds of the OPEIU for the life of this Agreement provided thirty (30) days written notice is given by the Trust.

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

ARTICLE 13. RETIREMENT PLANS

Section 1. Effective April 1, 2014 and for the duration of this Agreement, the Employer agrees to contribute to the Western States 401(k) Retirement Fund of the OPEIU a minimum contribution of one dollar and seventy-six cents ($1.76) 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 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, that the above amounts contributed shall be recognized as an incentive and that each participant, while not mandatory, seriously consider self-contributing amounts to insure a comfortable and dignified retirement.

Section 4. The said Retirement Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of Union and Employer representatives.

The Agreement and Declaration of Trust, together with any amendments thereto, shall be considered a part of this Agreement as if set forth herein at length.

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

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

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

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

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

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

Section 11. Effective April 1, 2014 and for each year of the Agreement, it is mutually agreed by all parties that the Employer agrees to make a minimum contribution of two dollars and twenty cents ($2.20) 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. The Employer agrees that should the present contribution be greater than the minimum contribution above, the Employer will maintain the greater contribution.

Be it further agreed that should there be any changes to the Supplemental Contribution Schedule the Employer shall adopt the newest schedule presented by the Trustees of the Western States Office & Professional Employees Pension Fund. Should the Western States Office & Professional Employees Pension Fund release the Employer from the obligation to pay according to the Supplemental Contribution Schedule, then the minimum pension contribution amount of two dollars and twenty cents ($2.20) per compensable hour shall be in full force and effect.

ARTICLE 14. HEALTH AND SANITATION

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

ARTICLE 22. TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from April 1, 2014 through March 31, 2017, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided, that in the event the Union serves written notice in accordance with this Article, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provisions of this Agreement, any other provisions to the contrary notwithstanding. Upon signing of this Agreement or any future Agreement, the provisions therein shall be retroactive to the anniversary date.

As Agreed this 1st day of April, 2014:

MACHINISTS - BOILERMAKERS **OFFICE & PROFESSIONAL**

[redacted]

MMC/dmt
opeiu11/afl-cio

APR 2 0 2012

WS 33960 ✓

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

SAMPLE LANGUAGE ADOPTING THE REHABILITATION PLAN

THIS LANGUAGE MAY BE USED FOR STAND ALONE AGREEMENTS OR INCORPORATED INTO A COLLECTIVE BARGAINING AGREEMENT

AGREEMENT TO ADOPT REHABILITATION PLAN

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

Parties: OPEIU Local 11, the "Union; and

Machinists-Boilermakers FCU, the "Employer"

Effective Date: April 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: xx 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.

[redacted]OVAL

Western States Office and Professional Employees Pension Fund

3396

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")[1] for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: Machinists-Boilermakers FCU

Contract Person: Angela Elsen-Sass

Address: 3645 SE 32nd Ave

City, State & Zip: Portland Oregon 97202

Telephone: (503) 235-8387

2. Local Information.

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

3. Participation.

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

☒ An existing Participating Employer to *update* Plan records.

☐ A new Participating Employer.

Effective date of coverage: _____.

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

Effective date of coverage: _____.

4. Coverage.

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

☒ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

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

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

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

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.

APROVAL OF PARTICIPATION AGREEMENT

APPR

EMPLOYER SIG

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CO-CHAIR SIGN

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CO-CHAIR SIGN

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[redacted]

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JUL 0 6 2015

WS 3414

WORKING AGREEMENT

BETWEEN

MANOR MANAGEMENT SERVICES, INC.

AND THE

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL

UNION, LOCAL 11

AFL-CIO

FOR THE PERIOD

NOVEMBER 1, 2013

THROUGH

OCTOBER 31, 2016

Section 4. Eligibility for the Health & Welfare, Dental (UCR) and Optical Plan shall begin after ninety (90) days of employment.

ARTICLE 13. RETIREMENT PLANS

Section 1. Effective November 1, 2010 and for the term of the Agreement, the Employer agrees to contribute to the Western States 401(k) Retirement Fund of the OPEIU a minimum contribution of one dollar and sixty-six cents ($1.66) 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 401(k) Retirement Fund of the OPEIU in accordance with the Summary Plan Description, such contributions not to change from April 1 to April 1 of any year. Effective 2/1/99, (in addition to the amount listed in Section 1 of the Article) the Employer agrees to match to a maximum of fifteen cents ($0.15) per hour for said self-contribution.

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 November 1, 2010 and for the term of the Agreement, the Employer agrees to make a minimum contribution of one dollar and eight cents ($1.08) per compensable hour to the Western States Office & Professional Employees Pension Trust Fund for all employees. The Employer agrees that should the present contribution be greater than the minimum contribution above, the Employer will maintain the greater contribution.

Section 12. It is mutually agreed by all parties that the Employer agrees to continue a contribution of one dollar and eight cents ($1.08) 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 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 contribution amount of one dollar and eight cents ($1.08) per compensable hour shall be in full force and effect.

ARTICLE 14. HEALTH & SANITATION

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

ARTICLE 15. NON-DISCRIMINATION

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

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

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

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

ARTICLE 22. TERMINATION AND RENEWAL

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

[redacted] future

onomic

MLR/dmt
opeiu11/afl-cio

December 26, 2012

WS3414
MANOR MANAGEMENT SERVICES, INC.
1625 SE Lafayette
Portland, OR 97202

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

Dear Employer:

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

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

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

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

The back side of this letter contains some frequently asked questions related to Participation Agreements. We ask that you mail the completed and signed form to the Plan's Administrative Office at the following address by **January 8, 2012**:

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

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

Sincerely,

WSOPE Pension Fund Administrative Office

Encl.

WS 3414

ENTERED 10/12/11

WORKING AGREEMENT

BETWEEN

MANOR MANAGEMENT SERVICES, INC.

AND THE

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11

AFL-CIO

A & I RECEIVED
OCT 12 2011

FOR THE PERIOD

NOVEMBER 1, 2010

THROUGH

OCTOBER 31, 2013

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 November 1, 2010 and for the term of the Agreement, the Employer agrees to make a minimum contribution of one dollar and eight cents ($1.08) per compensable hour to the Western States Office & Professional Employees Pension Trust Fund for all employees. The Employer agrees that should the present contribution be greater than the minimum contribution above, the Employer will maintain the greater contribution.

Section 12. The Employer and the employees agree to a uniform deduction from gross wage earnings to allocate towards the pension surcharge amount listed in the Supplemental Contribution Schedule to the Western States Office & Professional Employees Pension Trust Fund.

Western States Office & Professional Employees Pension Trust Fund Supplemental Contribution Schedule:

- November 1, 2010 – thirty cents ($0.30)
- November 1, 2011 – forty six cents ($0.46)
- November 1, 2012 – sixty three cents ($0.63)

Be it further agreed that should the Western States Office & Professional Employees Pension Trust Fund go back into the green and/or the Pension Rehabilitation Plan be resolved, these additional monies shall be distributed back to the employee wage rates and reflected on Schedule "A" to this Agreement.

ARTICLE 14. HEALTH & SANITATION

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

ARTICLE 15. NON-DISCRIMINATION

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

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

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

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OCT 12 2011

LOCAL 8 OPEIU
Office and Professional Employees International Union
2800 First Avenue, Room 304 · Seattle, WA 98121 · (206) 441-8880 · 1-800-600-2433

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MASTER TRADE SECTION

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

FOR THE PERIOD OF

APRIL 1, 2016 THROUGH MARCH 31, 2019

ARTICLE 15

PENSIONS

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

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

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

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

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

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

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

ARTICLE 22

TERMINATION AND RENEWAL

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

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

OFFICE AND PROFESSIONAL EMPLOYEES FOR THE MASTER TRADE SECTION

[redacted]

Western States Office and Professional Employees Pension Fund

FEB 11 2011

Employer Participation Agreement

WS 6775

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

1. Employer Information.

Name: MARTIN LUTHER KING JR. COUNTY LABOR COUNCIL

Contract Person: DAVID FREIBOTH

Address: 2800 FIRST AVE #206

City, State & Zip: SEATTLE, WA 98121

Telephone: 206-441-8510

2. Local Information.

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

3. Participation.

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

☑ An existing Participating Employer to *update* Plan records.

☐ A new Participating Employer.

Effective date of coverage: _____.

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

Effective date of coverage: _____.

4. Coverage.

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

☑ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

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

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

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

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

a. Employer is a (*insert form of business*): NON-PROFIT 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): SEE ITEM 1.

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 soley 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.

APROVAL OF PARTICIPATION AGREEMENT

APPROVED AND A [redacted] ***ER***

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

APPROVED AN

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

8-8138
Piledrivers
23960

OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

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

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

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

1) Increase the Employer's contribution into the Employer's alternative pension plan by forty-seven cents ($0.47) per hour on behalf of each bargaining unit employee; or

2) Divert forty-seven cents ($0.47) per hour into the Office and Professional Employees Local 8 Supplemental 401K Retirement Fund or other defined contribution fund of the employees' choice; or

3) Add forty-seven cents ($0.47) per hour to the current wage rate of the bargaining unit employee(s).

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

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

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

OFFICE AND PROFESSIONAL EMPLOYEES FOR THE TRADE SECTION EMPLOYERS

[redacted]

Trade Section Employers Participating in Western States Pension Fund

2016

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

#8133

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

#8111

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

#8222

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

#8152

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

#8155

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

#8240

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

#8181

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

#8253

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

#8109

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

#8101

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

#8255

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

#775

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

#8235

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

#8162

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

#8138

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

#8127

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

#8241

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

#8108

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

#8154

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

#8118

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

#8164

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

#8226

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

#8126

AGREEMENT

Between

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

And

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

November 1, 2015 through October 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 Three dollars and twenty cents ($3.20) per hour effective September 12, 2005.

The employees may, on an annual basis, allocate to pension from their wages.

Effective October 1, 2012, the Employer shall pay contributions on behalf of each bargaining unit employees as defined in the incorporated rate of the Supplement Employer Contribution Schedule, as defined by the Trustees of the Pension Plan.

The Employer agrees should the Trustees' increase the amount in any year of the contract, the Employer will pay up to five (5%) percent each year. If the Trustees' increases are over five (5%) percent in any year, the contract will open to determine who will pay the amount.

ARTICLE 13. TERMINATION PAY

(a) New employees will be required to serve a six (6) month probationary period. Regular employees may be discharged without cause and without recourse to the grievance procedure within the first six (6) months of employment.

(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 shall not be discharged without cause. The Employer agrees to the progressive steps of discipline.

ARTICLE 14. SEVERANCE PAY

In the event of a merger, the closing of an office or the abolishment of a job, the employee(s), if having completed at least three (3) years' continuous service, shall receive one (1) week's pay for each year of employment with a maximum severance pay of ten (10) weeks where the employee is not immediately employed by the resultant Union or offered reasonable employment and where the employee(s) is not eligible for full Social Security retirement benefits.

ARTICLE 29. DURATION OF AGREEMENT AND PROVISIONS FOR AMENDMENT

This Agreement, together with all provisions herein set forth, shall continue in full force and effect from November 1, 2015 through October 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. 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.

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29



Western States Office and Professional Employees Pension Fund

WS8237 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")[1] for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information.

Name: Northern Calif. District Council of Laborers

Contract Person: Oscar De La Torre, Business Manager

Address: 4780 Chabot Drive, Suite 200

City, State & Zip: Pleasanton, CA 94588

Telephone: (925) 469-6800

2. Local Information.

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

3. Participation.

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

☒ An existing Participating Employer to *update* Plan records.

☐ A new Participating Employer.

Effective date of coverage: _____.

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

Effective date of coverage: _____.

4. Coverage.

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

☒ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

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

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

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

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

APROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE

Print Name:

Title

Date Signed:

APPROVE

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

WSE237

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
Northern Calif District Council of Laborers, 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: 10-1-2012

   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 and to any renewals or extensions of the CBA.

[redacted]

1321 Harbor Bay Pkwy. Suite 104 Alameda, California 94502 Phone (510) 995-1429 Fax (510) 995-1440 www.opeiu29.org

WS1131

AGREEMENT

between

NORTHERN CALIFORNIA CEMENT MASONS JOINT APPRENTICESHIP AND TRAINING COMMITTEE

and

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

September 1, 2013 - August 31, 2016

OPEIU® Local 29 AFL-CIO & CLC

ARTICLE 11. CLASSIFICATIONS AND MINIMUM WAGE SCALES – continued

CLASSIFICATION	Effective 9/1/2013 Per Hour
OFFICE COORDINATOR/ ADMINISTRATOR	**$34.86**
One who represents the Employer in managing and maintaining the office functions and who may make recommendations to the Employer pertaining to discipline, employment and termination of office employees. Wage rate shall be at least ten percent (10%) above the highest other classification provided for in this Agreement.	

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

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

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

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

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

ARTICLE 12. PENSION PLAN

The Employer agrees to contribute into a Trust Fund, known as Western States Office & Professional Employees Pension Fund, for the account of each eligible employee working under this Agreement, the sum of Five Dollars and Sixty-Five cents ($5.65) per hour. To be eligible for participation in the Plan, an employee, for the purposes of this Article, shall mean: "Any employee on the payroll on the first (1st) day of the calendar month and who works more than seventy (70) hours each succeeding and consecutive calendar month thereafter."

The 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.

ARTICLE 34. DURATION OF AGREEMENT

This Agreement, together with all provisions herein set forth, shall continue in full force and effect from September 1, 2013 until August 31, 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. 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, 2016, 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.

NORTHERN CALIFORNIA CEMENT MASONS JOINT APPRENTICESHIP AND TRAINING COMMITTEE

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

[redacted]

Date: 10-9-13

TK/lm(CMT09012013)
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: Office & Professional Employees International Union, Local 29, the "Union; and Northern California Council MASONS JATC, 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: 9-1-13

   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.

[redacted]

training

Western States Office and Professional Employees Pension Fund

Employer Participation Agreement

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

1. Employer Information.

Name: Northern California Cement Masons JATC

Contract Person: Mark Gonzalez, Director

Address: 2350 Santa Rita Road

City, State & Zip: Pleasanton, CA 94566

Telephone: 925/484-2271

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: _____.

FEB 11 20

4. Coverage.

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

☒ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

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

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

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

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

APROVAL OF PARTICIPATION AGREEMENT

APP

EMPLOYER SI

Pr

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

formerly Local 319
now local 30 WS 1202

A & I RECEIVED
JUL 16 2015

AGREEMENT

BETWEEN

NATIONAL ASSOCIATION OF LETTERCARRIERS BRANCH 704



AND

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL

UNION LOCAL NO. 30

JANUARY 1, 2014 THROUGH DECEMBER 31, 2016

ARTICLE XXIII PENSION

SECTION 1. Office employees covered under this Agreement will have the option to choose between coverage under the Western States Office and Professional employees Pension Trust Fund, or another Fund which is completely Employer paid. A contribution on behalf of each employee will be made in the following amounts:

Effective January 1, 2014 - $1.80 per hour in pay status

The Employer agrees to make contributions in accordance with the above for all employees who have completed the probationary period.

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

SECTION 3. Regular part-time employees shall be covered by the provisions of this Article.

SECTION 4. 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.

ARTICLE XXIV - UNION SECURITY

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 Governmental or State Regulations or Decisions, they will immediately reopen this Agreement for negotiation of 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.

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

Article XXII Pension and Classification and Wages shall be opened for negotiations at least thirty-five (35) calendar days prior to October 1, 2014 for benefits to become effective on January 1, 2015 and on October 1, 2015 for benefits to become effective January 1, 2016.

All other terms of this Agreement shall be in full force and effect until December 31, 2016 and shall be automatically renewed from year to year, unless the Union or Signatory 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 sixty (60) but not more than seventy-five (75) calendar days prior to the expiration date of this Agreement, or to the expiration of any automatic yearly extension.

IN WITENESS WHEREOF, THE parties being duly authorized have hereunto set their official seals, duly attested, this 12th day of December, 2013.

NATIONAL ASSOCIATION OF LETTER CARRIERS, BRANCH 704

Stuart Love, President
2950 N. Country Club Rd.
Tucson, Arizona 85716

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 30

Walter Allen Jr. Executive Director/CFO
6136 Mission George Rd Ste # 214
San Diego, California 92120

Rosalinda L. Rae-Lead Steward
6151 E. 25th St. Tucson, Arizona 85711

SL/RLR/WA
opeiu:30
afl-cio

WS 1202

LETTER OF ADDENDUM

Between

National Association Of Letter Carriers Branch 704

And

Office and Professional Employees International Union Local #319

It is hereby mutually agreed that effective January 1, 2011 the National Association Of Lettercarriers Branch 704 hereby adopts the Western States Office & Professional Employees Pension Trust Updated Rehabilitation Plan schedule.

This Agreement reached this 10th day of December 2010 by and between the parties.

National Association Of Office & Professional Employees

[redacted]

OPEIU
Tucson, AZ
AFL CIO

Western States Office and Professional Employees Pension Fund — **Employer Participation Agreement**

WS 1202

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

1. Employer Information.

Name: NATIONAL ASSOCIATION OF LETTER CARRIERS BR 707

Contract Person: KENNETH BRATSCHY, TREASURER

Address: 727 N SWAN AVE

City, State & Zip: TUCSON, AZ 85711

Telephone: 520 323-2117

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: _____.

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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.

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

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

APROVAL OF PARTICIPATION AGREEMENT

APPROVED AND

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

APPROVED A

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

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OPEIU LOCAL 11
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LABOR AGREEMENT

BETWEEN

UNITED LABOR UNION ASSOCIATION

AND THE

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

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. EDUCATION

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

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

ARTICLE 17. NON-DISCRIMINATION

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

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

ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31st day of March 2016:

UNITED LABOR UNION

[redacted]

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. NON-DISCRIMINATION

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

MEMORANDUM OF UNDERSTANDING

between
United Labor Union Association (ULUA)
and the
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

This Memorandum of Understanding shall [redacted]

11 – WS 5120

APR 2 1 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")[1] for participation as a Participating Employer to the Plan as provided in this Agreement.

1. Employer Information. Neca - IBEW Training Trust

Name: NIETC

Contract Person: Rod Belisle

Address: 16021 NE Airport Way

City, State & Zip: Portland OR 97230

Telephone: 503 262 3991

2. Local Information.

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

3. Participation.

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

☒ An existing Participating Employer to *update* Plan records.

☐ A new Participating Employer.

Effective date of coverage: _____.

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

Effective date of coverage: _____.

4. Coverage.

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

☑ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

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

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

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

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

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

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): NIETC.

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

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

2 employees covered by the collective bargaining agreement; and

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

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

f. Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is soley 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.

APROVAL OF PARTICIPATION AGREEMENT

APPROVED AND

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED A

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

OPEIU LOCAL 11
APR 13 2016
RECEIVED

LABOR AGREEMENT

BETWEEN

UNITED LABOR UNION ASSOCIATION

AND THE

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

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE 16. EDUCATION

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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.

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

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

ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31st day of March 2016:

UNITED LABOR UNION
A

OFFICE & PROFESSIONAL

[redacted]

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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 [redacted]

Western States Office and Professional Employees Pension Fund

WS 2560

Employer Participation Agreement

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

A&I RECEIVED AUG 26 2011

1. Employer Information.

Name: NORTHWEST LABOR PRESS

Contract Person: _____

Address: PO Box 13150

City, State & Zip: PORTLAND OR 97213

Telephone: 503 288-3311

2. Local Information.

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

3. Participation.

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

☒ An existing Participating Employer to *update* Plan records.

☐ A new Participating Employer.

Effective date of coverage: _____.

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

Effective date of coverage: _____.

4. Coverage.

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

☒ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

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

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

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

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

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

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

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

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

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

2 employees covered by the collective bargaining agreement; and

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

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

f. Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is soley 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.

APROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED AN

CO-CHAIR SIGNATURE:

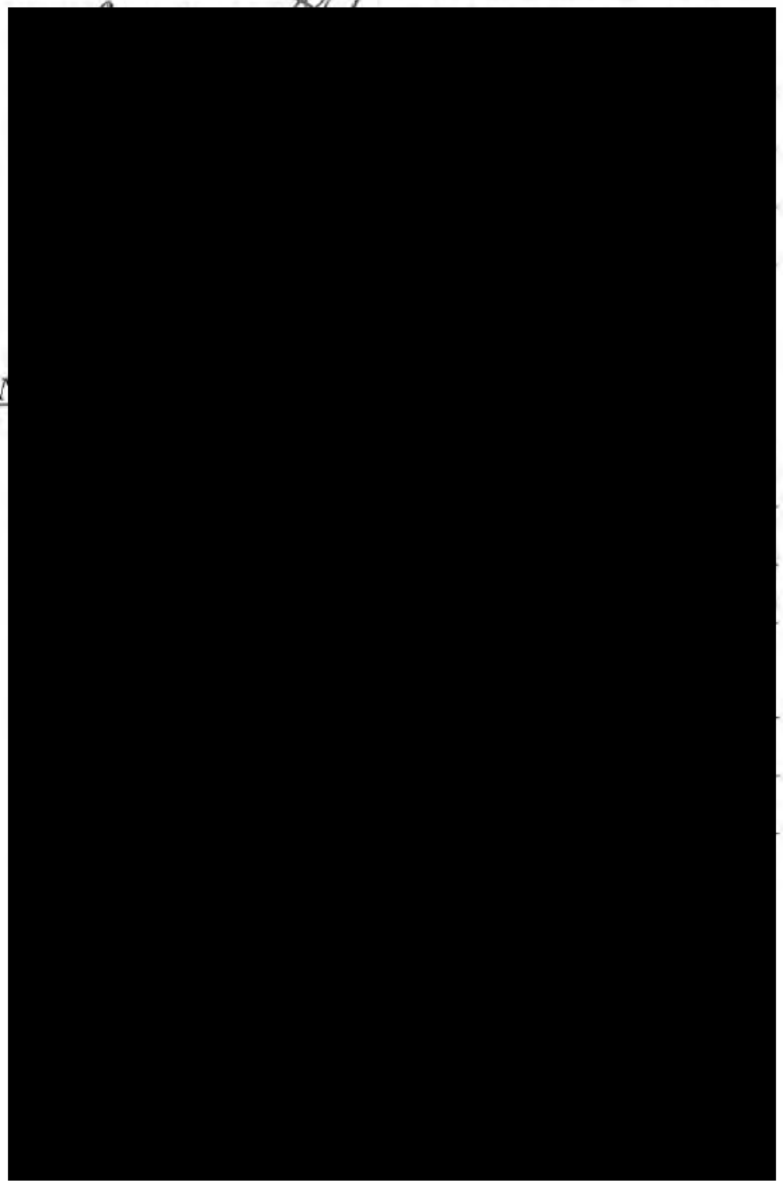
Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:



A & I RECEIVED

OPEIU LOCAL 11
APR 13 2016
RECEIVED

LABOR AGREEMENT

BETWEEN

UNITED LABOR UNION ASSOCIATION

AND THE

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

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. EDUCATION

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

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

ARTICLE 17. NON-DISCRIMINATION

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

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

ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31st day of March 2016:

UNITED LABOR UNION

[redacted]

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. NON-DISCRIMINATION

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

MEMORANDUM OF UNDERSTANDING

between
United Labor Union Association (ULUA)
and the
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

This Memorandum of Understanding shall [redacted]

Western States Office and Professional Employees Pension Fund

FEB 10 2011

11-2700

Employer Participation Agreement

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

1. Employer Information.

Name:	Northwest Oregon Labor Council, AFL-CIO
Contract Person:	Julie Devlaeminck, Office Manager
Address:	1125 SE Madison St., Ste. 100D
City, State & Zip:	Portland, OR 97214
Telephone:	(503) 235-9444

2. Local Information.

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

3. Participation.

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

☒ An existing Participating Employer to *update* Plan records.

☐ A new Participating Employer.

Effective date of coverage: _____.

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

Effective date of coverage: _____.

4. Coverage.

This Agreement covers the following (*check applicable box(es)*):

☒ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

☐ Nonbargaining unit employees described in Attachment B (see note).

Note: See Attachment B for the requirements concerning which nonbargaining unit employees may be covered.

[1] The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.

5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:

a. Employer is a (*insert form of business*): Organized labor.

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): Northwest Oregon Labor Council, AFL-CIO

c. Employer elects to participate in the Plan as a contributing employer.

d. Employer now has the following employees (insert number):

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 soley 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.

APROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCE

EMPLOYER SIGNATURE: ___

Print Name: Bo

Title: E

Date Signed: 2/9

APPROVED AND AC

CO-CHAIR SIGNATURE: ___

Print Name: ___

Date Signed: ___

CO-CHAIR SIGNATURE: ___

Print Name: ___

Date Signed: ___

[redacted]

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